



Anchorage School District

MULTI-SITE ACCESS CONTROL SYSTEM UPGRADES: BEGICH MIDDLE SCHOOL, ROMIG MIDDLE SCHOOL, AND WEST HIGH SCHOOL

**ITB 2026-804
ASD PROJECT No. 850043**

DATE ISSUED: October 21, 2025

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INVITATION TO BID (ITB) NUMBER: 2026 - 804
Multi-Site Access Control System Upgrades: Begich MS, Romig MS, and West HS

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 Multi-Site Access Control System Upgrades: Begich Middle School, Romig Middle School, and West High School per the attached Instructions to Bidders, General Conditions, Technical Specifications, Drawings and Bid Form.

ESTIMATED CONSTRUCTION COST: Between \$100,000 - \$500,000

Site Visit:	October 27, 2025 at 4:00 p.m. Local Time (Romig MS and West HS) October 28, 2025 at 4:30 p.m. Local Time (Begich MS)
Pre-Bid Conference:	October 29, 2025 at 11:00 a.m. Local Time
Bid Opening:	November 13, 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 <https://www.asdk12.org/departments/support-services/purchasing-and-warehouse-dept/purchasing-and-warehouse/vendor-info>. 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/2026/804.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.

SITE VISIT AND PRE-BID CONFERENCE:

A Site Visit will be held on October 27, 2025, at 4:00 p.m. Local Time at Romig Middle School and West High School, 1700 Hillcrest Drive, Anchorage, Alaska 99517 please meet at the Front Office at West High School. A Site Visit will be held on October 28, 2025 at 4:30 p.m. Local Time at Begich Middle School, 7440 Creekside Center Drive, Anchorage, Alaska 99504. Please meet at the Front Office at Begich Middle School.

A Pre-Bid Conference will be held October 29, 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 Site Visit and Pre-Bid Conference. Major sub-bidders are also encouraged to attend.

The Anchorage School District is committed to providing reasonable accommodation, 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 0
Section 00200

PROJECT SCHEDULE MILESTONE DATES

Site Visit	October 27 & 28, 2025
Pre-bid Conference	October 29, 2025
Bid Opening	November 13, 2025
Notice to Proceed (anticipated).....	December 11, 2025
Site Available to Contractor	December 11, 2025
Substantial Completion – Building.....	June 12, 2026
Final Completion	June 19, 2026

Dates of Interest:

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
Independence Day Holiday	July 4, 2026
Teachers First Day	August 14, 2026
Students First Day	August 19, 2026
Labor Day Holiday	September 7, 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

Project Title: Multi-Site Access Control System Upgrades:
Begich MS, Romig MS, and West HS

Invitation to Bid Number: 2026 – 804

TO: Anchorage School District
4919 Van Buren Street
Anchorage, Alaska 99517

FROM: _____ BIDDER

ADDRESS

CITY/STATE

PHONE/FAX

EMAIL

Operating as (strike out conditions that do not apply) an individual, a company, a corporation, organized and existing under the laws of the State of _____, or a proprietorship, a partnership, or joint venture consisting of _____.

1. BASE BID:

Having become completely familiar with the local conditions affecting the cost of the work at the place where work is to be executed, and having carefully examined the site and building conditions as they currently exist, and having carefully examined the proposed contract documents, together with any addenda to such contract documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, equipment, transportation, supervision and other facilities as necessary and/or required to execute all of the work described by the aforesaid contract documents for the lump sum consideration of:

\$ _____ (In Numbers)

Said amount being hereinafter referred to as the base bid, base bid proposed, or lump sum.

For accounting purposes only, provide a cost breakdown for each project site. This will not be used to determine award of contract.

Begich MS: \$ _____ (In Numbers)

Romig MS: \$ _____ (In Numbers)

West HS: \$ _____ (In Numbers)

2. ALTERNATES:

The undersigned proposes to perform alternates for the stated resulting additions or deductions from the base bid. Additions and deductions shall include any modifications of work or additional work that the undersigned may deem to be required to perform by reason of the acceptance or rejection of any alternate, including allowances for overhead and profit, and in accordance with the Project Schedule Milestone Dates set forth under Section 00200 hereof. The Owner reserves the right to award the alternates in any order or number and include them in the contract award price.

- A. Alternate Number One: Provide electrified hardware and integration for two openings at West High School.

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

- B. Alternate Number Two: Provide new doors and frame for Gymnasium doors at Begich Middle School.

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 0
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:	<u>\$xxx,xxx.xx</u>

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 0
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

WITNESS AS TO PRINCIPAL

SURETY

Corporate Surety Name (Seal)

Signature

Typed Name, Attorney-in-fact

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

Division 0
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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	
Project Name: ITB/RFP No.: Name of Contractor: Address:	Contract #: Application #: Application date: Period to:
COMPUTATION OF PAYMENT DUE	
(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)	\$ -
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.	
_____ (Contractor)	By _____ (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.	
_____ Date	_____ (Signature of Architect)
APPROVED FOR PAYMENT	
_____ Date	_____ (ASD Project Manager)

ASD 100 (1/15)

[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:		Contract #: Application #: Application date: Period to:	
ITB/RFP No. :			
Name of Contractor:			
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	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 AUTO ONLY: EA ACC \$ 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) ☐ Y/N 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 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

ACORD 25 (2009/01)

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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.

ACORD 25 (2009/01)

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

Project:

PCCO #XXX

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 _____

SAMPLE FORMS AND CERTIFICATES

Division 0
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.		
CLASS D	Weather overhead excellent or suitable during shift. Work completely stopped due to results of previous adverse weather.	PRECIPITATION:	
CLASS E	Weather overhead excellent or suitable during shift but work partially stopped due to previous adverse manner.	INCHES _____	
OTHER	Explain.		
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)		Type of work		Amount of subcontract
List all contractors & subcontractors (Attach extra sheet if necessary)				
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 _____		For Dept. Use Only		
Title _____		Amount: _____ Check Number: _____ Cash _____ Received By: _____ Date: _____ Credit Card Confirmation _____ Visa _____ MC _____ Project Name _____ DOLWD Project # _____		
Fax # _____ Phone # _____				
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)

Departments 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: _____

Contact: _____

Telephone: _____

Fax: _____

New Submittal

Resubmittal

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
ALASKA FEDERALLY REGISTERED APPRENTICESHIP PROGRAMS

Program Number	Program Name	Program Status	Address	Occupation Title
AK000910003	AKC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	CARPENTER
AK000910002	ALASKA ACUSTICAL	Registered	902 Warren Street KETCHIKAN AK 99901	CARPENTER
AK000650001	Alaska Carpenters Training Trust	Registered	8751 King Street Anchorage AK 99515	CARPENTER
AK001081688	Collins Construction, Incorporated	Suspended	1151 W. Nugget Avenue Wasilla AK 99554	CARPENTER
AK000128017	Finch Works, LLC	Registered	P.O. Box 521791 Big Lake AK 99652	CARPENTER
AK001070010	ICE SERVICES, INCORPORATED	Registered	15581 Teelinge Circle Palmer AK 99645	CARPENTER
AK000081120	Woodwright Construction, Inc.	Registered	2606 C-STREET, SUITE 2B ANCHORAGE AK 99503	CARPENTER
AK000910009	YUKON-KUSKOKWIM DELTA APPRENTICESHIP PROGRAM	Registered	P.O. Box 6235 Ketchikan AK 99901	CARPENTER
AK000650001	Alaska Carpenters Training Trust	Registered	P.O. BOX 862 BETHEL AK 99559	CARPENTER
AK000650001	Alaska Carpenters Training Trust	Registered	8751 King Street Anchorage AK 99515	CARPENTER, INTERIOR SYSTEMS (Alternate Title: Interior Systems Carpenter)
AK000700101	Alaska Travel Trades JATC	Registered	8751 King Street Anchorage AK 99515	CARPENTER, FLEDRIVER
2019-AK-72685	Budy Concrete Construction, LLC	Registered	825 East 8th Avenue, Suite 10 Anchorage AK 99501	CEMENT MASON
AK001940006	Alaska Laborers JATC	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	CONSTRUCTION CRAFT LABORER
2017-AK-497	Rock-n-Road Construction, Inc.	Registered	17805 OLD GLENN HWY CHUGIAK AK 99567	CONSTRUCTION CRAFT LABORER
AK001147891	Wolverine Supply, Inc.	Registered	P.O. Box 1188 Petersburg AK 99833	CONSTRUCTION CRAFT LABORER
AK00135504	Yukon River Towing, LLC	Registered	5099 E. Blue Lupine Drive Wasilla AK 99554	CONSTRUCTION CRAFT LABORER
AK000000007	ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST	Registered	P.O. Box 128 Emmet AK 99581	CONSTRUCTION DRIVER
2017-AK-497	Rock-n-Road Construction, Inc.	Registered	520 East 34th Avenue, Suite 202 ANCHORAGE AK 99503	CONSTRUCTION DRIVER
AK000105514	Holland America Princess Alaska - Yukon	Registered	P.O. Box 1188 Petersburg AK 99833	DIESEL MECHANIC
2017-AK-69477	Peak Offroad Service Company - Bristol Bay Industrial	Registered	459 Ocean Dock Road Anchorage AK 99501	DIESEL MECHANIC
AK000102656	RL Trucking, LLC	Registered	5015 Business Park Blvd., Suite 400 Anchorage AK 99503	DIESEL MECHANIC
2017-AK-469	907 Electric	Registered	1221 East 71st Avenue Anchorage AK 99518	DIESEL MECHANIC
AK000910003	AKC of Alaska, Inc.	Registered	11134 June Agnes Circle Eagle River AK 99577	ELECTRICIAN
AK001080586	AC Electric, LLC	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	ELECTRICIAN
AK001145734	Access Electric & General Trades, LLC	Registered	P.O. Box 1761 Seward AK 99654	ELECTRICIAN
AK001167701	Agape Electric	Registered	P.O. Box 670856 Chugiak AK 99567	ELECTRICIAN
AK000700101	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	P.O. Box 7601 Nikiski AK 99635	ELECTRICIAN
AK000135542	Alaska Native Tribal Health Consortium, Division of Environmental Health & Engineering	Registered	5800 B ST ANCHORAGE AK 99518	ELECTRICIAN
AK001102776	Alaska's Wremen	Registered	4500 Diplomat Drive, Suite 454 Anchorage AK 99508	ELECTRICIAN
AK000145920	Ala-Wa, Inc.	Registered	5955 Fox Trail Road Seldovia AK 99669	ELECTRICIAN
AK000125743	Alpine Electric	Registered	P.O. Box 385 Ulaakak AK 99585	ELECTRICIAN
AK000908038	Amped Electric, Inc.	Registered	13901 East Mogen Ruelle Court Palmer AK 99645	ELECTRICIAN
AK001040003	ANCHOR ELECTRIC	Registered	3400 International Street Fairbanks AK 99701	ELECTRICIAN
AK00117693	Anderson Brothers Electric, LLC	Registered	5362 COMMERCIAL DRIVE JUNEAU AK 99801	ELECTRICIAN
2019-AK-77530	Arctic Fox Electric, LLC	Registered	1600 Ocean View Drive Juneau AK 99801	ELECTRICIAN
AK001060013	AUNE BAY ELECTRIC	Registered	3251 Eastwind Court Anchorage AK 99516	ELECTRICIAN
AK001040025	BEAN ELECTRIC, INCORPORATED	Registered	P.O. BOX 210134 ALUKE BAY AK 99821	ELECTRICIAN
2019-AK-71428	Bering Straits Development Company	Registered	208 Perkins Drive FAIRBANKS AK 99709	ELECTRICIAN
AK00145915	Boofleg Electric, LLC	Registered	P.O. Box 1008 Nome AK 99762	ELECTRICIAN
AK001104001	Brownell, Incorporated	Registered	P.O. Box 871301 Wasilla AK 99687	ELECTRICIAN
AK000900251	Buiness Electric, LLC	Registered	1425 Avon Street ANCHORAGE AK 99516	ELECTRICIAN
AK001135727	Cable Maintenance	Registered	P.O. Box 66 Wrangell AK 99329	ELECTRICIAN
AK001145732	Cablestone Electric LLC	Registered	1295 Adams Street North Pole AK 99705	ELECTRICIAN
AK001020009	CHANNEL ELECTRIC, INC.	Registered	2256 Wingate Blvd Drive Couglak AK 99567	ELECTRICIAN
AK000900008	CITY & BOROUGH OF SITKA, ENVIRONMENTAL DEPT.	Registered	1151 COPPER RIDGE LANE KETCHIKAN AK 99901	ELECTRICIAN
AK001168011	CNS, Inc.	Registered	100 LINCOLN STREET SITKA AK 99585	ELECTRICIAN
AK001129242	Conner Electric, LLC	Registered	1285 O'Neill Drive Fairbanks AK 99709	ELECTRICIAN
AK001147686	Electrician and Supply	Registered	1850 Williams Drive Eagle River AK 99577	ELECTRICIAN
AK000103517	Facility Contractors, LLC	Registered	15403 Stewart Street Fairbanks AK 99669	ELECTRICIAN
AK000158004	Frontier Electrical Services, LLC	Registered	P.O. Box 1341 Ketchikan AK 99732	ELECTRICIAN
AK001103398	Fuchs Electric, Incorporated	Registered	P.O. Box 2020 Valdez AK 99686	ELECTRICIAN
AK000158000	G2 Construction, Inc.	Registered	9400 Vineyard Drive, Suite A Anchorage AK 99507	ELECTRICIAN
AK001144703	Gleaser Electric	Registered	P.O. Box 10690 Fairbanks AK 99701	ELECTRICIAN
AK001157696	GRS Controls	Registered	P.O. Box 112002 Anchorage AK 99511	ELECTRICIAN
2017-AK-748	Hanson Construction, Incorporated	Registered	P.O. Box 56469 North Pole AK 99705	ELECTRICIAN
AK000919167	Hells Greens Creek Mining Company	Registered	38050 Neenawa Avenue Sterling AK 99672	ELECTRICIAN
2019-AK-68590	Homestead Connection, Inc.	Registered	P.O. Box 32199 Juneau AK 99801	ELECTRICIAN
2019-AK-73036	Huffer Electric, Inc.	Registered	P.O. Box 439 Skagway AK 99840	ELECTRICIAN
AK001070010	ICE SERVICES, INCORPORATED	Registered	P.O. Box 2229 Seldovia AK 99669	ELECTRICIAN
AK001091697	Icele Seafoods, Incorporated	Registered	2606 C-STREET, SUITE 2B ANCHORAGE AK 99503	ELECTRICIAN
AK000600009	INLET ELECTRICAL CONTRACTORS, LLC	Registered	411 N. Nordic Drive Petersburg AK 99833	ELECTRICIAN
AK000158001	Integrated Communication Designs, Inc.	Registered	P.O. BOX 202109 ANCHORAGE AK 99520	ELECTRICIAN
AK000125899	Integrity Electric, Inc.	Registered	P.O. Box 111551 Anchorage AK 99511	ELECTRICIAN
		Registered	35955 Ryan Lane Soldotna AK 99669	ELECTRICIAN

ANCHORAGE SCHOOL DISTRICT'S LIST OF

Program Number	Program Name	Program Status	Address	Occupation Title
AK001.03402	Intelligent Design, LLC	Registered	11741 Timberlane Drive Anchorage AK 99515	ELECTRICIAN
AK001.072022	HI ELECTRIC, INCORPORATED	Registered	P.O. BOX 3123 SOLDOTNA AK 99669	ELECTRICIAN
AK001.060015	Katavak Holdings	Registered	2000 E 88TH AVENUE ANCHORAGE AK 99507	ELECTRICIAN
AK001.135729	NO Electric, LLC	Registered	P.O. Box 3554 Homer AK 99603	ELECTRICIAN
AK001.125337	Laker Electric, Incorporated	Registered	13901 Industry Way Anchorage AK 99511	ELECTRICIAN
AK001.157988	Luxwire Electric, LLC	Registered	1534 Topon Way A Kenai AK 99611	ELECTRICIAN
AK001.135718	Maddox Electric	Registered	P.O. Box 2226 Seward AK 99664	ELECTRICIAN
AK001.135718	Maritime Electric	Suspended	P.O. Box 212602 Anchorage AK 99521	ELECTRICIAN
AK001.2018-4K-73830	Marathon Electric, LLC	Registered	P.O. Box 927 Seward AK 99664	ELECTRICIAN
AK001.147461	Mark IV Enterprises	Registered	951 E. Creekside Drive, #9 Wasilla AK 99554	ELECTRICIAN
AK000070010	MAT-SU MECHANICAL, INC.	Registered	1265 EAST LONLY CIRCLE WASILLA AK 99554	ELECTRICIAN
AK001-4K-72045	Mattlingly Electric, LLC	Registered	P.O. Box 783 Petersburg AK 99833	ELECTRICIAN
AK000950007	MIDNIGHT SUN ELECTRIC	Registered	267 West Rockwell Avenue SOLDOTNA AK 99669	ELECTRICIAN
AK001.060018	MIRANDA ELECTRIC, INCORPORATED	Registered	P.O. Box 56031 North Pole AK 99705	ELECTRICIAN
AK001.145924	Morris Construction	Registered	7862 West Parks Highway, #189 Wasilla AK 99623	ELECTRICIAN
AK001.2017-4K-06970	New Image Apprenticeship Training	Registered	2471 West Tiplaine Drive Wasilla AK 99654	ELECTRICIAN
AK001.125637	Nordic Electric, LLC	Registered	806 S. Nordic Drive Petersburg AK 99833	ELECTRICIAN
AK001.050016	North Wire, LLC	Registered	11210 E. Huffman Road, Suite 24, Box 695 Anchorage AK 99515	ELECTRICIAN
AK000060013	Peak Offiled Service Company - Bristol Bay Industrial	Registered	5015 Business Park Blvd., Suite 400 Anchorage AK 99503	ELECTRICIAN
AK001.125710	PITCHER ELECTRIC, INC.	Registered	P.O. BOX 87871 WASILLA AK 99687	ELECTRICIAN
AK001.125710	Power & Light, Incorporated	Registered	7721 School Street, Suite 1 Anchorage AK 99518	ELECTRICIAN
AK001.125704	Premier Electric	Registered	P.O. Box 874362 Wasilla AK 99687	ELECTRICIAN
AK001.135747	Prim Design & Construction	Registered	P.O. Box 870162 Wasilla AK 99654	ELECTRICIAN
AK0001.135359	Puffin Electric, Inc.	Registered	38018 Ben Walters Lane Homer AK 99603	ELECTRICIAN
AK0001.080232	Ray Electric, Inc.	Registered	P.O. Box 55007 North Pole AK 99705	ELECTRICIAN
AK001-4K-70371	Renewable Energy Systems	Registered	1698 Airport Way Fairbanks AK 99701	ELECTRICIAN
AK001.040007	REINER SON ELECTRIC SERVICES, LLC	Registered	36784 Elmura Lake Road Chugiak AK 99567	ELECTRICIAN
AK001.113405	Safe-T-Way Electric, Incorporated	Registered	6208 Mackay Street Anchorage AK 99518	ELECTRICIAN
AK001-4K-72765	Salmon River Electric	Registered	P.O. Box 118 Gustavus AK 99826	ELECTRICIAN
AK00050009	SATA ELECTRIC COMPANY	Registered	1314 SAMMILL CREEK ROAD SITKA AK 99855	ELECTRICIAN
AK001.103397	Sourdough Specialty Contractors	Registered	145 Shady Lane, #4 Soldotna AK 99669	ELECTRICIAN
AK001.156937	Spectrum Services	Registered	39867 Driftnetter Street Kenai AK 99611	ELECTRICIAN
AK001.2017-4K-59038	Stevens Electric	Registered	9650 Mukdebail Circle Anchorage AK 99507	ELECTRICIAN
AK001-4K-70651	Steve's Electrical	Registered	2741 Enners Cutoff Road Juneau AK 99801	ELECTRICIAN
AK0001.070008	SUNMER ELECTRICAL ENTERPRISE, LLC	Registered	6801 Hollywood Road Wasilla AK 99554	ELECTRICIAN
AK0001.168009	TDC Power Services, LLC	Registered	815 East 2nd Avenue, Suite 200 Anchorage AK 99518	ELECTRICIAN
AK001.010001	TDC PRO, LTD.	Registered	816 Whitney Road ANCHORAGE AK 99501	ELECTRICIAN
AK0001.080228	Teda Electric, LLC	Registered	1760 Abbott Road Anchorage AK 99507	ELECTRICIAN
AK0001.080508	The Electrician, LLC	Registered	507 Old Stevie Highway, Suite B, PMB 402 Fairbanks AK 99701	ELECTRICIAN
AK001.45917	Thomas and Sons Electric	Registered	P.O. Box 955 Craig AK 99921	ELECTRICIAN
AK001.113408	Trident Seaford Corporation	Registered	P.O. Box 220427 Anchorage AK 99522	ELECTRICIAN
AK001.147688	Trinity Electric, LLC	Registered	801 E. 82nd Avenue, B-14 Anchorage AK 99518	ELECTRICIAN
AK001.167706	TS Construction, Incorporated	Registered	3230 Cord Cozy Drive Fairbanks AK 99701	ELECTRICIAN
AK000952469	Vanney Electric	Registered	5007 W. Reliance Rd. Wasilla AK 99623	ELECTRICIAN
AK000950017	WESTERN POWER ENGINEERING	Registered	P.O. BOX 320557 DUTCH HARBOR AK 99692	ELECTRICIAN
AK001.060039	WESTWARD SEAFORDS, INCORPORATED	Registered	P.O. BOX 320608 DUTCH HARBOR AK 99692	ELECTRICIAN
AK001.125265	Will Cuts	Registered	1463 Richardson Hwy Valdez AK 99686	ELECTRICIAN
AK001.050002	WOODNORTH ELECTRIC	Registered	1200 Quakes Circle HOMER AK 99603	ELECTRICIAN
AK0001.050009	YUKON-KUSKOKWIM DELTA APPRENTICESHIP PROGRAM	Registered	P.O. BOX 867 BETHEL AK 99559	ELECTRICIAN
AK000959003	ABC of Alotlas, Inc.	Registered	329 Driveway Street, Suite 2 Fairbanks AK 99701	ELECTRICIAN
AK001.080192	ABC PRO, LTD.	Registered	30 Arctic Slope Avenue, Suite 2 100 ANCHORAGE AK 99518	ELECTRONIC SYSTEMS TECHNICIAN
AK001.020001	ABC PROSPECT CORPORATION	Registered	816 Whitney Road ANCHORAGE AK 99501	ELECTRONIC SYSTEMS TECHNICIAN
AK000950004	INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS (LOCAL 19)	Suspended	224 15th Avenue West SEATTLE WA 98119	ELEVATOR CONSTRUCTION MECHANIC
AK000950002	GRAND PROSPECT CORPORATION	Registered	P.O. BOX 320658 BIG LAKE AK 99657	FLOOR LATER
AK001.050018	International Union of Painters and Allied Trades Local 1889 IATC	Registered	384 Arctic Boulevard, Unit 8 ANCHORAGE AK 99518	GLASS LATER
AK001.050018	The Great Alaska Flooring, Inc.	Registered	507 Mill Bay Road Kodiak AK 99501	GLASS LATER
AK001.157818	ABC of Alotlas, Inc.	Registered	384 Arctic Boulevard, Unit 8 ANCHORAGE AK 99518	GLASS LATER
AK000950003	ABC of Alotlas, Inc.	Registered	384 Arctic Boulevard, Unit 8 ANCHORAGE AK 99518	GLASS LATER
AK000950008	ALASKA SCISE SHEET METAL WORKERS IATC	Registered	1401 E 75TH AVENUE, #4 ANCHORAGE AK 99518	HEATING & AIR-CONDITIONER INSTALLER/REPAIRER
AK000950009	ANCHORAGE ALASKA AREA RMT TRADERS LOCAL #887 ATC	Registered	67 WEST POTTER DRIVE ANCHORAGE AK 99518	HEATING & AIR-CONDITIONER INSTALLER/REPAIRER
AK000950002	ANCHORAGE ALASKA AREA RMT TRADERS LOCAL #887 ATC	Registered	67 WEST POTTER DRIVE ANCHORAGE AK 99518	HEATING & AIR-CONDITIONER INSTALLER/REPAIRER
AK000950004	ALASKA OPERATING ENGINEERS/EMPLOYERS TRAINING TRUST	Registered	P.O. BOX 0809 PALMER AK 99645	HEAVY DUTY MECHANIC (Alternative Title: Heavy Construction Equipment Mechanic)
AK000950007	TECK ALASKA, INC.	Registered	3105 LANESHORE DR. BUILDING A, STE 101 ANCHORAGE AK 99518	HEAVY EQUIPMENT MECHANIC
AK000950003	ABC of Alotlas, Inc.	Registered	30 Arctic Slope Avenue, Suite 2 100 ANCHORAGE AK 99518	INSULATION WORKER
AK000710001	AK HEAT & FROST INSULATORS & ALLIED WORKERS IATC	Registered	P.O. Box 103212 Anchorage AK 99520	INSULATION WORKER
AK001.020003	Alaska Industrial Insulation & Fireproofing, Incor	Registered	2505 Barrow Street ANCHORAGE AK 99603	INSULATION WORKER
AK000950001	Alaska Copentiners Training Trust	Registered	9751 Bay Street Anchorage AK 99515	LATHER (Alternative Title: Lathers Specialized)
AK000950003	ABC of Alotlas, Inc.	Registered	30 Arctic Slope Avenue, Suite 2 100 ANCHORAGE AK 99518	LINE RECTOR (POWER LINE DISTRIBUTION ERECTOR)

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

Program Number	Program Name	Program Status	Address	Occupation Title
A0000700015	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	5800 1ST ANCHORAGE AK 99518	LINE MAINTAINER (Alternate Title: Line Worker)
A0000700016	ALASKA OPERATING ENGINEERS/EMPLOYERS TRAINING TRUST	Registered	P.O. BOX 0809 PALMER AK 99645	LINE MAINTAINER (Alternate Title: Line Worker)
A0001080980	Alaska Power & Telephone	Registered	P.O. Box 34105 Juneau AK 99803	LINE MAINTAINER (Alternate Title: Line Worker)
A000040002	Alaska Village Electric Cooperative, Inc.	Registered	4831 Eagle Street Anchorage AK 99503	LINE MAINTAINER (Alternate Title: Line Worker)
A000080008	CITY & BOROUGH OF SITKA - ELECTRICAL DEPARTMENT	Registered	105 JARVIS STREET SITKA AK 99835	LINE MAINTAINER (Alternate Title: Line Worker)
A000135005	CITY OF WRANGELL	Registered	P.O. Box 310 Unalakleet AK 99685	LINE MAINTAINER (Alternate Title: Line Worker)
A0001060005	CITY OF WRANGELL WRANGELL MUNICIPAL LIGHT & POWER	Registered	1604 Case Avenue WRANGELL AK 99259	LINE MAINTAINER (Alternate Title: Line Worker)
A0001070010	ICE SERVICES, INCORPORATED	Registered	2605 C STREET, SUITE 2B ANCHORAGE AK 99503	LINE MAINTAINER (Alternate Title: Line Worker)
A0001080978	North Slope Borough Power & Light	Registered	P.O. Box 350 Barrow AK 99723	LINE MAINTAINER (Alternate Title: Line Worker)
A000147462	Nushagak Electric & Telephone Cooperative, Inc.	Registered	P.O. Box 350 Dillingham AK 99576	LINE MAINTAINER (Alternate Title: Line Worker)
A000070004	ALASKA OPERATING ENGINEERS/EMPLOYERS TRAINING TRUST	Registered	P.O. BOX 0809 PALMER AK 99645	LUBRICATION SERVICE MATERIAL DISPOSAL TECHNICIAN
A0000700015	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	5800 1ST ANCHORAGE AK 99518	MAINTENANCE MECHANIC, TELEPHONE
A000000006	ALASKA WORKS PARTNERSHIP, INC.	Registered	1413 HYDER ST ANCHORAGE AK 99502	MAINTENANCE REPAIRER, BUILDING
A000125893	Goose Creek Correctional Center	Registered	P.O. Box 877790 Wasilla AK 99687	MAINTENANCE REPAIRER, BUILDING
A000125889	Hiland Mountain Correctional Center	Registered	9101 Heisterberg Road Eagle River AK 99577	MAINTENANCE REPAIRER, BUILDING
A0001900006	SPRING CREEK CORRECTIONAL CENTER	Registered	P.O. BOX 2109 SEWARD AK 99664	MAINTENANCE REPAIRER, BUILDING
A0001900010	Wildwood Correctional Center	Registered	BLOS 10, CHUGACH AVENUE KENAI AK 99611	MAINTENANCE REPAIRER, BUILDING
A0001910012	TECK ALASKA, INC.	Registered	3105 LAKESHORE DR., BUILDING A, STE 101 ANCHORAGE AK 99518	MECHANIC, INDUSTRIAL TRUCK
A000050001	Alaska Carpenters Training Trust	Registered	8751 King Street Anchorage AK 99515	MILLWRIGHT
A0001910012	TECK ALASKA, INC.	Registered	3105 LAKESHORE DR., BUILDING A, STE 101 ANCHORAGE AK 99518	MILLWRIGHT
A000090003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	OPERATING ENGINEER
A000070004	ALASKA OPERATING ENGINEERS/EMPLOYERS TRAINING TRUST	Registered	P.O. BOX 0809 PALMER AK 99645	OPERATING ENGINEER
A000147691	Wolverine Supply, Inc.	Registered	5099 E. Blue Lupine Drive Wasilla AK 99654	OPERATING ENGINEER
A000090003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	PAINTER (Construction)
A000040001	International Union of Painters and Allied Trades Local 1959 IATC	Registered	5821 Arctic Boulevard, Unit 8 ANCHORAGE AK 99518	PAINTER (Construction)
A000090003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	PIPE FITTER (Construction)
A000040002	ANCHORAGE ALASKA AREA PIPE TRADES LOCAL #367 IATC	Registered	617 WEST POTTER DRIVE ANCHORAGE AK 99518	PIPE FITTER (Construction)
A0001510002	Fairbanks Area Plumbers & Pipefitters IATC	Registered	1978 BURGESS AVENUE FAIRBANKS AK 99709	PIPE FITTER (Construction)
A000060001	JUNEAU PLUMBERS IATC	Registered	1751 ANKA STREET JUNEAU AK 99801	PIPE FITTER (Construction)
A0000700017	Alaska Towel Traders IATC	Registered	825 East 8th Avenue, Suite 10 Anchorage AK 99501	PLASTERER
A0001092770	907 Heating and Plumbing	Registered	P.O. Box 220032 Anchorage AK 99522	PLUMBER
A000090003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	PLUMBER
A000125246	Ace Heating, Inc.	Registered	2780 N. Heatherway Circle Wasilla AK 99654	PLUMBER
A000109507	Al Fish Plumbing, LLC	Registered	11805 Gregory Road Anchorage AK 99516	PLUMBER
A000125896	Alaska Clearwater Mechanical, LLC	Registered	P.O. Box 709 Willow AK 99688	PLUMBER
A000115342	Alaska Native Tribal Health Consortium, Division of Environmental Health & Engineering	Registered	4500 Diplomacy Drive, Suite 454 Anchorage AK 99508	PLUMBER
A0001050011	ALASKA PLUMBING & HEATING	Registered	P.O. Box 210240 Auke Bay AK 99821	PLUMBER
A0001103993	Al American Plumbing & Heating	Registered	9909 Antler Way Juneau AK 99801	PLUMBER
A000135908	All-Star Plumbing & Heating, LLC	Registered	11320 Bearpaw Street Anchorage AK 99516	PLUMBER
A0001070007	ALWAYS ON CALL MOUNTAIN MECHANICAL CORPORATION	Registered	8427 MENTHA STREET ANCHORAGE AK 99518	PLUMBER
A000157999	Amersco, Inc.	Registered	6643 Bratton Drive Anchorage AK 99507	PLUMBER
A000040002	ANCHORAGE ALASKA AREA PIPE TRADES LOCAL #367 IATC	Registered	617 WEST POTTER DRIVE ANCHORAGE AK 99518	PLUMBER
A000070016	ANCHORAGE PLUMBING & HEATING, INC.	Registered	7640 King Street Anchorage AK 99518	PLUMBER
A0001050015	APPE PLUMBING & HEATING SERVICES, LLC	Registered	13087 E. Jessica Ann Street Sutton AK 99674	PLUMBER
A000084112	Arctic Chain Plumbing & Heating, Inc.	Registered	1200 East 76th Avenue, Unit 1220 Anchorage AK 99518	PLUMBER
2015-AK-72300	Arctic Plumbing & Heating, LLC	Registered	2215 Richardson Highway, Suite #2 North Pole AK 99705	PLUMBER
A000145912	Bradley Mechanical Company	Registered	2215 Richardson Highway North Pole AK 99705	PLUMBER
A000145912	Bradley Mechanical	Registered	148 Hilted Avenue, #2 Subotva AK 99609	PLUMBER
A000145911	Bolshman Plumbing & Heating, Inc.	Registered	8900 Unalome Drive Palmer AK 99645	PLUMBER
A0001135713	BOYER MECHANICAL CONTRACTORS, INC.	Registered	13170 1st Drive Anchorage AK 99515	PLUMBER
A0000902297	Circle Plumbers and Heating, Inc.	Registered	3317 Sista Street Anchorage AK 99502	PLUMBER
A0001135717	D.H. Plumbing & Heating, Incorporated	Suspended	3317 Sista Street Anchorage AK 99502	PLUMBER
A0001157700	Delico Plumbing & Heating, Incorporated	Registered	7241 King Street Anchorage AK 99518	PLUMBER
A0001147690	Dawson Construction, Incorporated	Registered	44525 PITMAN AVE Homer AK 99603	PLUMBER
A0001870004	DBNAI MECHANICAL, INC.	Registered	4220 Cambria Drive West Kenilworth AK 99001	PLUMBER
A0001167702	Discount Mechanical, LLC	Registered	995 BILEY COURT FAIRBANKS AK 99701	PLUMBER
A0001086585	Earns Plumbing & Heating, LLC	Registered	P.O. Box 233664 Anchorage AK 99523	PLUMBER
A0001040039	ENCORE MECHANICAL, INC.	Registered	1308 Lakeshore Drive Homer AK 99603	PLUMBER
A000115776	Extreme Heating & Air, Incorporated	Registered	P.O. BOX 1788 PALMER AK 99645	PLUMBER
A0001510002	Fairbanks Area Plumbers & Pipefitters IATC	Registered	1978 BURGESS AVENUE FAIRBANKS AK 99709	PLUMBER
A000145926	Fedor's Plumbing & Heating, LLC	Registered	5902 Cordova Street Anchorage AK 99518	PLUMBER
A000125892	Funk Services	Registered	P.O. Box 61237 Fairbanks AK 99706	PLUMBER
A0001125249	Glacier Point Services	Registered	P.O. Box 222225 Anchorage AK 99522	PLUMBER
A000135912	H and M Plumbing & Heating, Inc.	Registered	4740 E. FATIIC DRIVE WASILLA AK 99654	PLUMBER
A0000400027	HARDROCK PLUMBING AND HEATING, LLC	Registered	17141 N. EAGLE RIVER LOOP ROAD EAGLE RIVER AK 99577	PLUMBER
A0001050004	HEATCO, LLC	Registered	17141 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 28 ANCHORAGE AK 99503	PLUMBER
A000168010	Icy Strait Plumbing and Heating	Registered	8282a Gamel Street Juneau AK 99801	PLUMBER
A0001108402	Intelligent Design, LLC	Registered	11741 Timberlane Drive Anchorage AK 99515	PLUMBER
2018-AK-72080	IOLA Enterprises dba Runstrom Plumbing & Heating	Registered	HC 89 Box 8182 Tallkeena 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	Registered	5327 Kenai Spur Highway Kenai AK 99611	PLUMBER
A000095650	John's Heating Service, Inc.	Registered	1311 Mill Bay Road Kodiak AK 99615	PLUMBER
A000060005	JUNNEYMAN PLUMBING & HEATING, INC.	Registered	51315 SEA QUEST DRIVE KENAI AK 99611	PLUMBER
A000064001	JUNEAU PLUMBERS IATC	Registered	1751 ANKA STREET JUNEAU AK 99801	PLUMBER
A0001157698	Kaslof Plumbing & Heating	Registered	26547 S. Cohoe Loop Kodiak AK 99610	PLUMBER
A0001050012	KNK PLUMBING & HEATING	Registered	Box 2132 Cordova AK 99574	PLUMBER
A000060017	LARRY'S PLUMBING & HEATING	Registered	4915 W. 34TH AVENUE ANCHORAGE AK 99502	PLUMBER
A0001147687	Larry's Quality Heating & Plumbing, Inc.	Registered	P.O. BOX 4148 KODIAK AK 99615	PLUMBER
A000080234	Lewis Mechanical, Inc.	Registered	2531 Barrett Avenue Juneau AK 99801	PLUMBER
A000050011	M&J PLUMBING & HEATING, INC.	Registered	13240 View Heights Way Anchorage AK 99516	PLUMBER
A000070010	MAT-SU MECHANICAL, INC.	Registered	34360 Business Park Frontage Road SOLDOTNA AK 99669	PLUMBER
2017-AK-68689	Monkey Wrench Mechanical	Registered	1265 EAST LOLLY CIRCLE WASILLA AK 99654	PLUMBER
A000113541	Moore Heating & Air Conditioning	Registered	P.O. Box 73441 Fairbanks AK 99707	PLUMBER
A0001114890	Mr. Rooker Plumbing of Fairbanks	Registered	1801 East Dowling Road Anchorage AK 99507	PLUMBER
A0001091696	North Country Stoves, Incorporated	Registered	875 Old Richardson Highway FAIRBANKS AK 99701	PLUMBER
A000146528	Pacific Firm Mechanical, LLC	Registered	2207 E. Tudor Road, #40 Anchorage AK 99507	PLUMBER
A0001070004	PARAGON PLUMBING & HEATING, INCORPORATED	Registered	P.O. Box 669 Haines AK 99827	PLUMBER
A000000005	PARHUJIST MECHANICAL	Registered	3400 MACARTHUR STREET FAIRBANKS AK 99701	PLUMBER
A0001050006	PARTUSCH PLUMBING & HEATING	Registered	P.O. BOX 1806 Palmer AK 99645	PLUMBER
A0001060010	PLEASANTS PLUMBING & HEATING	Registered	8301 SCHOON STREET ANCHORAGE AK 99518	PLUMBER
A0001167705	Pollard Construction	Suspended	P.O. BOX 33051 JUNEAU AK 99803	PLUMBER
A0000952200	Porinwide Plumbing and Heating, Inc.	Registered	P.O. Box 32811 Juneau AK 99803	PLUMBER
A0001109394	Premier Mechanical, LLC	Registered	1500 Alaska Way Fairbanks AK 99709	PLUMBER
A0001167700	Red Hot Mechanical, Incorporated	Registered	2011 Millbay Road, #2 Kodiak AK 99615	PLUMBER
A0001146735	River City Plumbing & Heating	Registered	11723 Old Glen Highway, Suite 107 Eagle River AK 99577	PLUMBER
A0001177707	Rock Solid Plumbing & Heating	Registered	865 6th Avenue Fairbanks AK 99701	PLUMBER
2017-AK-652	S.E. Plumbing, Incorporated	Registered	P.O. Box 674415 Wasilla AK 99687	PLUMBER
A000168008	Scott's Heating & Plumbing Services, Inc.	Registered	86 Garland Court Ketchikan AK 99901	PLUMBER
A000098237	STATEWIDE MECHANICAL, LLC	Registered	P.O. Box 2132 Kodiak AK 99615	PLUMBER
A0001040017	STANDERD MECHANICAL, INC.	Registered	22750 MC MANUS DRIVE CHUGIAK AK 99567	PLUMBER
A000081122	Superior Mechanical, Inc.	Registered	P.O. Box 561 Kaslof AK 99610	PLUMBER
A000095651	Tauman Mechanical Plumbing & Heating, LLC	Registered	P.O. Box 62409 Fairbanks AK 99708	PLUMBER
2018-AK-71943	VALLEY MECHANICAL CONTRACTING, INCORPORATED	Registered	780 W. 88th Avenue Anchorage AK 99515	PLUMBER
A0001125707	Waterworks Plumbing & Heating	Registered	66731 TEXAL DRIVE WASILLA AK 99654	PLUMBER
2019-AK-72100	Wolf Pack Mechanical, LLC	Registered	P.O. Box 1974 Seldovia AK 99669	PLUMBER
A000030009	YUKON-KUSKOKWIM DELTA APPRENTICESHIP PROGRAM	Registered	P.O. Box 521118 Big Lake AK 99652	PLUMBER
A0000952654	Yukon River Logging, LLC	Registered	P.O. BOX 969 BETHEL AK 99559	RESIDENTIAL CARPENTER
A000115337	Zachary Construction, LLC	Registered	615 Steadman Street Ketchikan AK 99901	RESIDENTIAL CARPENTER
A000115394	Zachary Construction, LLC	Registered	P.O. Box 339 Ward Cove AK 99901	RESIDENTIAL CARPENTER
A000030004	ZACHARY ELECTRIC, LLC	Registered	1245 CROSSON AVENUE FAIRBANKS AK 99701	RESIDENTIAL WIREMAN
2018-AK-65772	Big W Electric, LLC	Registered	8609 JST ANCHORAGE AK 99518	RESIDENTIAL WIREMAN
A0001146737	Charged Up Heating, Authority	Registered	P.O. Box 801 Fairbanks AK 99708	RESIDENTIAL WIREMAN
A0001103513	Charged Up Heating, Authority	Registered	P.O. Box 1857 Tigard AK 99645	RESIDENTIAL WIREMAN
A0001135937	Charged Up Heating, Authority	Registered	P.O. Box 275768 Wasilla AK 99687	RESIDENTIAL WIREMAN
A0001103511	Charged Up Heating, Authority	Registered	2155 North Wilburton Court Wasilla AK 99654	RESIDENTIAL WIREMAN
A0001146733	Garfield Electric Company, LLC	Registered	4193 Kono Avenue Juneau AK 99801	RESIDENTIAL WIREMAN
A000040014	INTERIOR REGIONAL HOUSING AUTHORITY	Registered	820 27TH AVENUE FAIRBANKS AK 99701	RESIDENTIAL WIREMAN
A0001147692	Marty Wiles Electrical	Registered	1634 Sterling Highway Homer AK 99603	RESIDENTIAL WIREMAN
2017-AK-65670	New Hope Apprenticeship Training	Registered	2421 West Trullier Drive Wasilla AK 99654	RESIDENTIAL WIREMAN
A0001060007	Pacific North Construction	Registered	P.O. Box 872965 Wasilla AK 99687	RESIDENTIAL WIREMAN
A0000900013	PITCHER ELECTRIC, INC.	Registered	P.O. BOX 87781 WASILLA AK 99687	RESIDENTIAL WIREMAN
A0001109400	RISING SON ELECTRIC SERVICES, LLC	Registered	36784 Elmira Lake Road Chugiak AK 99567	RESIDENTIAL WIREMAN
A0000550001	Alaska Carpenter Training Trust	Registered	13811 Savage Drive Eagle River AK 99577	RESIDENTIAL WIREMAN
A0000550002	Alaska SCSE Sheet Metal Workers IATC	Registered	8751 King Street Anchorage AK 99515	SCAFFOLD DIRECTOR
A000050001	Alaska SCSE Sheet Metal Workers IATC	Registered	301 Arctic Super Avenue, Suite 100 ANCHORAGE AK 99518	SHEET METAL WORKER
A0001870004	DENALI MECHANICAL, INC.	Registered	1807 E. 75TH AVENUE, #4 ANCHORAGE AK 99518	SHEET METAL WORKER
A0001570001	FAIRBANKS AREA SHEET METAL WORKERS IATC	Registered	955 RILEY COURT FAIRBANKS AK 99701	SHEET METAL WORKER
A0001080587	Valley Mechanical Contractors, Inc.	Registered	1260 AUKORA DRIVE FAIRBANKS AK 99709	SHEET METAL WORKER
			6673 E. Tex-A 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
A000950003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	SPRINKLER FITTER (Existing Title: Pipe Fitter)
A000949002	ANCHORAGE ALASKA AREA PIPE TRADERS LOCAL #367 JATC	Registered	617 WEST POTTER DRIVE ANCHORAGE AK 99518	SPRINKLER FITTER (Existing Title: Pipe Fitter)
A0001510002	Fairbanks Area Plumbers & Pipefitters JATC	Registered	1578 BURGESS AVENUE FAIRBANKS AK 99709	SPRINKLER FITTER (Existing Title: Pipe Fitter)
A0000780016	ALASKA RIONWORKERS JATC	Registered	8441 SCHOON STREET ANCHORAGE AK 99518	STRUCTURAL STEEL WORKER (Alternate Titles: Ironworker or Structural Ironworker)
A000000007	ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST	Registered	520 East 34th Avenue, Suite 201 ANCHORAGE AK 99503	SURVEYOR ASSISTANT INSTRUMENT
A000940001	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	5800 E STREET ANCHORAGE AK 99518	TREE TRIMMER (Line Clearance)
A000000007	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
A0001910012	TECK ALASKA, INC.	Registered	3105 JAKESHORE DR., BUILDING A, STE 101 ANCHORAGE AK 99518	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 0
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 0
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;

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-containing 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.

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- 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

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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.

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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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

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payable on account of supplies or materials delivered or services 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 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

END OF SECTION

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 4

Remove and replace Section 4.7.1.1 with the following:

- 4.7.1.1 The Contractor shall submit and pay for all necessary Anchorage Building Plan Review and Building Fee Permits. The Contractor shall be responsible to pay for any additional permit fees including, but not limited to Sub-Contractor building permit fees, inspection fees, re-inspection fees, special construction permit fees, and the like.

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.

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

GENERAL REQUIREMENTS RELOCATION

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. GENERAL

1. Relocation of all Anchorage School District personal property in areas of construction shown on the drawings during the time specified herein.
2. Personal property is defined as all items not attached to the building.
3. The Anchorage School District personal property shall be moved within the building prior to the construction phase of the contract and after substantial completion.
4. All personal property shall be identified by an inventory control system. A copy shall be provided to the Project Manager.
5. All work shall be coordinated with the Project Manager and Building Administrator.
6. The Owner will remove earthquake restraints from all personal property. Personal property to be moved after packing is completed.
7. The Owner will move copiers and telephones.
8. Contractor shall provide a spotter person for public safety when operating machinery.
9. Contractor shall be required to furnish all permits related to this contract, including a current Alaska Transportation Commission (A.T.C.), Common Carrier permit which allows the contractor to perform all duties as called for in this specification.
10. Contractor drivers shall be required to have the appropriate Commercial Drivers License (CDL).
11. Contractor shall abide by all laws pertaining to transportation, parking, fire lanes and safety.

B. TEMPORARY STORAGE

1. ASD property shall be placed in temporary storage.
 - a. The Owner will provide temporary storage on site.
 - b. Property placed in temporary storage shall be identified by location of origin.
 - c. Upon substantial completion the contractor will advise the Project Manager that items in storage are ready to be moved to their permanent location. The Contractor will give the Owner 48-hours notice.

C. DELAY IN UNPACKING

1. After the removal and movement of all items to destination locations, there shall be a delay for the unpack until the return of District personnel.

D. IMPLEMENTATION MEETING

1. Prior to commencement of work under this specification section there will be an implementation meeting to discuss contract interfaces and to identify any problem areas apparent to ASD or the contractor.
2. The contractor shall bring to that meeting a list of key personnel who will be responsible for the execution of the packing/move, including a copy of driver's Commercial Drivers Licenses (CDL's) if materials are located off premises.
3. The Project Manager will coordinate the meeting with the building staff and the contractor.

E. SITE CONDITIONS

1. For bidding purposes the following site conditions exist.
 - a. Hours of operation: Unoccupied.
 - b. Loading access: Main doors.
 - c. Fire Lanes: Fire lane is to remain clear around the perimeter of the building.
 - d. Handicaps Access: Keep access available during entire move.

PART 2 PRODUCTS

2.01 PACKING MATERIALS

- A. All packing materials, (boxes, tape, pallets, wrap, dividers, etc.) shall be provided by the contractor.

2.02 SPECIAL MOVING LIBRARY BOOKS

- A. Books shall be transferred to and from original shelves using moving racks/shelves or boxes provided by the contractor.
- B. Boxed books shall be labeled by shelf number and location. Contractor shall provide shop drawings indicating layout of books to coordinate box labels with bookshelf numbers and labels.
- C. Contactor shall move empty shelves to the storage location.
- D. Books shall be stored back on original shelving at the storage location or in boxes.
- E. Books shall be returned to their original shelf location and order. (Dewey Decimal Classification)
- F. Contactor shall coordinate packing and unpacking of books with the school librarian.

PART 3 EXECUTION

3.01 EQUIPMENT AND MANPOWER

- A. All equipment and manpower necessary for the move shall be provided by the contractor, including vehicles, hand trucks, furniture dollies, blankets, and other necessary items required for this contract.

3.02 IDENTIFICATION OF MATERIAL BEING MOVED

- A. All furniture, boxes, and other items packed by the contractor will be labeled with building destination and room number.

3.03 PACKING CONTENTS

- A. The contractor shall be responsible to pack items from bookshelves, storage cabinets, file cabinets, storage rooms, as appropriate.
- B. The Owner may box and labeled some property which contractor will move to destination site.
- C. Computers
 1. The Owner will properly shut down computers and unplug all cords.
 2. The contractor shall provide packing and transporting of the computers.

3.04 PLACEMENT OF FURNITURE

- A. Contractor shall place and position furniture in each office/classroom into its original location.

3.05 UNPACKING

- A. Contractor will be responsible for unpacking of contents packed by the contractor and for placement of contents in original location.
- B. The Owner will set up computers once unpacked by the contractor.

3.06 PACKING, TRANSPORTATION, STORAGE, UNPACKING

- A. The contractor shall provide all necessary supervision, labor, materials, tools, equipment, supplies, transportation, security, protection from inclement weather and all related requirements not mentioned to perform all service contemplated during the term of the contract in an orderly, timely, and efficient manner for the package, removal, limited storage, and reinstall at designated locations.
- B. Contractor shall pack and/or guarantee the safety of all material and equipment against loss or damage during the contract term (except for property in ASD temporary storage).
- C. Contractor shall reassemble all property disassembled during the move.

3.07 PROTECTION OF FINISHES

- A. Contractor shall be responsible for damage to buildings, installed equipment, walls, floors, doors, door jams, and elevators.
- B. Contractor shall provide protective floor coverings for carpeted areas and a minimum of 3/8 OSB in the gym and multipurpose floors.
- C. Contractor shall provide protective moving pads for elevators.

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 1 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:

Access control at Begich Middle School, located at 7440 Creekside Center Dr, Anchorage, AK 99504, Romig Middle School, located at 2500 Minnesota Dr, Anchorage, AK 99503, and West High School, located at 1700 Hillcrest Dr, Anchorage, AK 99517.

- B. Construction:

Provide new access control system at the schools listed above. System shall include access control headend equipment, cabling, power supplies, door hardware, card readers, key switches, automatic door operators, video intercom field and master stations, software integration, and all other work necessary for a complete and operable system. Where indicated on the drawings, integrate existing hardware and/or automatic door operators

into the system.

- C. 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 insure 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.

SUMMARY OF WORK

Division 1

Section 01010

- 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. Alternate Number One: Provide electrified hardware and integration for two openings at West High School.

- B. Alternate Number Two: Provide new doors and frame for Gymnasium doors at Begich Middle School.

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. PART 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 Closeout: 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 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. Section 00700 and 00800: 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 benchmarks, 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 benchmarks 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

REFERENCED SPECIFICATIONS AND STANDARDS

Division 1
Section 01090

J.	F.S.	Federal Specifications of the United States General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) 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 Amendments Fire and Life Safety Regulations Juneau, AK

1.03 TRADE ASSOCIATION REFERENCES

- A. See specific specification sections.

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.
- D. Section 01500 - Temporary Facilities and Controls.

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 - Operating 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 00200 - Project Schedule Milestones Dates
 - 2. Section 00700 and 00800 - General Conditions and Supplementary General Conditions
 - 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 1 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 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) 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 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 89 00 Minor Hazardous Materials Related Work

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 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.

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 previously sampled by an EPA Certified Building Inspector and determined not to be "asbestos debris" from adjacent "Asbestos-Containing Building Materials" (ACBM). Based on similar sampling from similar buildings, 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.

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 result 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 his 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 his 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 Conditions of the Construction Contract.
- 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 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 Conditions to the Construction Contract.
- 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

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

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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
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.
- 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 - 1 Specification Sections, apply to this Section.
 - 1. Section 00700 - General Conditions and Section 00800 – Supplementary Conditions of the Construction Contract.
 - 2. Section 01090 - Referenced Specifications and Standards
 - 3. Section 01300 - Submittals
 - 4. Section 01400 - Quality Control Services

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

TEMPORARY FACILITIES AND CONTROLS

PART 1. GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section as extensions of provision in General Conditions and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication that such temporary activity is not required for successful completion of the work and compliance with requirements of Contract Documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, support facilities, and security-protection provisions.

1.02 QUALITY ASSURANCE

- A. In addition to compliance with governing regulations and rules/recommendations of utility companies, comply with specific requirements indicated and with applicable local codes and industry standards for construction work.

1.03 JOB CONDITIONS

- A. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Conditions of Use: Install, operate, maintain, and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary, and protective of persons and property, and free of deleterious effects.
- C. Pay all costs for such general services and temporary facilities, except as otherwise specified, until final acceptance of the work and/or Owner's beneficial occupancy of completed portions of the work.

PART 2. PRODUCTS

2.01 MATERIALS

- A. Materials may be new or used but must be suitable and adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.
- B. New electrical utility drops and new transformers will be installed by the local electric utility and is not a part of the scope of work. Permanent electrical service and distribution from the new transformer is required and made a part of Scope of Work to be complete for Substantial Completion.

PART 3. EXECUTION

3.01 TEMPORARY FACILITIES

A. Sanitary Facilities

1. Provide and maintain temporary sanitary toilets in number required, location directed, and types approved by the regulatory authorities.

B. Electricity

1. Make all arrangements and pay for temporary electrical service to the construction area. Provide all equipment necessary for temporary power and lighting, and pay all charges for this equipment, and the installation thereof. Verify that electrical service is of adequate capacity for all construction tools and equipment without overloading the facilities.
2. Provide power distribution as required throughout for construction operations of all trades. The termination of power distribution shall be at convenient locations in the building. Terminations shall be provided for each voltage supply complete with circuit breakers, disconnect switches, and other electrical devices as required to protect the power supply system.
3. A temporary lighting system shall be furnished, installed and maintained as required to satisfy minimum requirements of safety and security. The temporary lighting system shall afford general illumination in all building areas and shall supply no less than 1-watt per square foot of floor area for illumination in the areas of the building where work is being performed.
4. All temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of the governing codes. All temporary wiring shall be maintained in a safe manner and utilized so as not to constitute a hazard to persons or property.
5. When permanent electrical power and lighting systems are in operating condition they may be used for temporary power and lighting for construction purposes, provided that Contractor assumes full responsibility for the entire power and lighting systems and pays for power consumption until final acceptance or beneficial occupancy, whichever is first.
6. At the completion of the construction work all temporary wiring, lighting and other temporary electrical equipment devices shall be removed.

- C. Heating, Cooling and Ventilation: Furnish by approved methods, temporary heat including fuel and power as required to protect materials and work from dampness and cold and to dry out the facility. New permanent heating system may be used for this purpose; however, such use shall not relieve Contractor of Guarantee responsibilities. Refer to individual sections for temperatures to be maintained for the work of the various trades. If the permanent heating is used for temporary heat, ducts shall be completely cleaned of dust and dirt and all filters replaced if "throw-away" type or cleaned if permanent type prior to occupancy.

D. Water Service

1. Provide all water necessary for construction purposes.
2. Furnish drinking water with suitable containers and cups for use of employees. Drinking water dispensers shall be conveniently located in the building where work is in progress.

3.02 TEMPORARY CONTROLS

A. Access Provisions

1. Provide ramps, stairs, ladders, and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

B. Environmental Control

1. Provide and maintain all fences, barricades, lights, shoring and other protective structures or devices necessary for the safety of workmen, equipment, the public and property as required by state or municipal laws and regulations, and local ordinances, laws and other requirements of the municipality, state, and other authorities having jurisdiction with regard to safety precautions, dust control, and fire hazards.

C. Security and Protection Provisions.

1. The types of temporary security and protection provisions required include, but not by way of limitation, fire protection, personnel security program (theft prevention), and similar provisions intended to minimize property losses, personal injuries, and claims for damages at project site throughout construction period.
2. Building Enclosure and Lock-up: At earliest possible date secure building against unauthorized entrance at times when personnel are not working. Provide secure temporary enclosures at ground floor and other locations of possible entry, with locked entrances.
3. Fire Extinguishers: Provide types, sizes, numbers, and locations as would be reasonably effective in extinguishing fires during early stages by personnel at project site. Provide Type ABC dry chemical extinguishers; comply with recommendations of NFPA 10. Post warning and instructions at each extinguisher location, and instruct all personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone at project site.
4. 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 274-5275 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.

3.03 REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for safe and proper completion of Work. Remove all such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by Project Manager. Clean and repair damage caused by temporary installations or use of temporary facilities. Restore existing facilities used for temporary services to specified or original condition.

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 Drawing, 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 Drawing, 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.
 - 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 1 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 - Instruction to Bidders.
- B. Section 00700 and 00800 - General Conditions and Supplementary General Conditions.
- 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. PART 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 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. PART PRODUCTS (NOT USED)

PART 3. PART 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 II - 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 III – 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)	(date)
_____	_____
	(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 CLOSEOUT

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Definitions: Closeout 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 2 through 16. Time of Closeout 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.
- B. Section 01300 - Submittals.
- C. Section 01340 - Shop drawings, Product data and Samples.
- D. Section 01700 - Project closeout.
- 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 - Material and Equipment
- F. Section 01700 - Contract Closeout
- G. Section 01750 - Closeout 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. 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



NOTICE OF COMPLETION OF PUBLIC WORKS

Additional Filing Fee May Be Required

- 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

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.		

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)

Departments 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

MINOR HAZARDOUS MATERIALS RELATED WORK

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 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.

1.02. SECTION INCLUDES

- A. This section applies to work involving the removal, disturbance, transportation, and disposal of minor or incidental quantities of asbestos-containing materials, lead-containing materials (including those related to lead-based paint activities as defined and regulated by 40 CFR 745), mercury-containing materials, PCB-containing light ballasts and associated contamination, equipment with ozone depleting substances, items with radioactive components, and heat transfer fluids in building heating and cooling systems.
- B. This section does not apply to or address requirements related to the removal, disturbance, transportation, and disposal of larger quantities of asbestos-containing materials, lead-containing materials (including those related to lead-based paint activities as defined and regulated by 40 CFR 745), mercury-containing materials, PCB-containing light ballasts and associated contamination, equipment with ozone depleting substances, items with radioactive components, and heat transfer fluids in building heating and cooling systems such as would be found in a renovation or demolition.
- C. This section does not apply to or address requirements related to any other health, safety, or environmental concerns related to other types of materials or conditions which may be present at this site; other PCB-containing materials or contamination not related to light ballasts; stored materials or other materials which are not installed building materials or components; contractor supplied or produced wastes; or any other wastes not specifically described as included.

1.03. CONTRACT DOCUMENTS AND RELATED REQUIREMENTS

- A. Drawings and general provisions of the contract, including general and supplementary conditions and other Division 0, 1, and 2 specifications, apply to the work of this section. The contract documents show or describe the work to be done under the contract including related requirements and conditions impacting the project. Related requirements and conditions include, but are not limited to, applicable codes and regulations, notices and permits, existing site conditions and restrictions on use of the site, security of the site, requirements for partial owner occupancy during the work, coordination with other work

and the phasing of the work, among others. In the event the Contractor discovers a conflict in the contract documents and/or requirements, the conflict must be brought to the immediate attention of the Owner for resolution. Whenever there is a conflict or overlap in the requirements, the most stringent shall apply. Any actions taken by the Contractor without authorization from the Owner shall become the sole risk and responsibility of the Contractor. All costs incurred due to such action are also the responsibility of the Contractor.

1.04. REFERENCE STANDARDS

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. All work under this contract shall be done in strict accordance with all applicable federal, state, and local regulations, standards and codes governing miscellaneous hazardous materials removal work, and any other trade work done in conjunction with the project. All applicable codes, regulations, and standards are adopted into this specification and will have the same force and effect as this specification.
- C. The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirement(s) shall be utilized.
- D. All related regulations, statutes, public laws, registers, and regulatory guidance are incorporated by reference.
- E. Alaska Administrative Code (AAC)
 - 1. 8 AAC 61 Occupational Safety and Health Division
 - 2. 8 AAC 61.600-790 Asbestos Abatement Certification
 - 3. 8 AAC 61.1010-1190 Occupational Safety and Health Standards
 - 4. 17 AAC 25 Operations, Wheeled Vehicles
 - 5. 18 AAC 60 Solid Waste Management
 - 6. 18 AAC 60.450 Asbestos Disposal Regulations
 - 7. 18 AAC 62 Hazardous Waste
 - 8. 18 AAC 70 Water Quality Standards
 - 9. 18 AAC 72 Wastewater Treatment and Disposal
 - 10. 18 AAC 75 Oil and Other Hazardous Substances Pollution Control
 - 11. 18 AAC 85 Radiation Protection
- F. Alaska Statutes (AS)
 - 1. AS Section 18.31 Asbestos
 - 2. AS Section 18.60 Safety
 - 3. AS Section 18.62 Certificates of Fitness
 - 4. AS Section 23.05 Department of Labor and Workforce Development
- G. American National Standards Institute (ANSI)
 - 1. ANSI Z41.1 Personal Protection - Protective Footwear
 - 2. ANSI Z535 Series Safety Alerting Standards
- H. American Society of Safety Professionals (ASSP)

1. ASSP Z9.2 Fundamentals Governing the Design and Operation of Local Exhaust Ventilation Systems
- I. ASTM International (ASTM)
1. ASTM C732 Aging Effects of Artificial Weathering on Latex Sealants
 2. ASTM D522/D522M Mandrel Bend Test of Attached Organic Coatings
 3. ASTM D2794 Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
 4. ASTM D4397 Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications
 5. ASTM D4801 Standard Specification for Polyethylene Sheeting in Thickness of 0.25 mm (0.010 in.) and Greater
 6. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials
 7. ASTM E96/E96M Standard Test Methods for Water Vapor Transmission of Materials
 8. ASTM E119 Standard Test Methods for Fire Tests of Building Construction and Materials
 9. ASTM E736/E736M Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members
 10. ASTM E1368 Visual Inspection of Asbestos Abatement Projects
- J. Compressed Gas Association (CGA)
1. CGA G-7 Compressed Air for Human Respiration; 6th Edition
- K. Institute of Environmental Sciences and Technology (IEST)
1. IEST-Recommended Practices-Contaminant Control (IEST-RP-CC-xxxx) Series
- L. International Air Transport Association (IATA)
1. IATA DGR Dangerous Goods Regulations
- M. International Organization for Standardization (ISO)
1. ISO 13.340 Protective Equipment Series Standards
- N. International Safety Equipment Association (ISEA)
1. ANSI/ISEA 101 Limited-Use and Disposable Coveralls—Size and Labeling Requirements
 2. ANSI/ISEA 105 Hand Protection Classification
 3. ANSI/ISEA Z87.1 Occupational and Educational Personal Eye and Face Protection Devices
 4. ANSI/ISEA Z88 Series Respiratory Protection Standards
- O. National Fire Protection Association (NFPA)
1. NFPA 701 Standard Methods of Fire Tests for Flame Propagation of Textiles and Films
 2. NFPA 1990 Standard for Protective Ensembles for Hazardous Materials and CBRN Operations

- P. National Institute for Occupational Safety and Health (NIOSH)
 - 1. NIOSH NMAM NIOSH Manual of Analytical Methods
- Q. Nuclear Regulatory Commission
 - 1. 10 CFR Chapter I Nuclear Regulatory Commission
 - 2. 10 CFR 20 Standards for Protecting Against Radiation
- R. Underwriters Laboratories (UL)
 - 1. UL 586 Standard for Safety High-Efficiency Particulate, Air Filter Units
- S. United States Army Corps of Engineers (USACE)
 - 1. Engineer Manual EM 385-1-1 Safety and Health Requirements
- T. United States Department of Transportation
 - 1. 49 CFR Subchapter C Hazardous Materials Regulations
 - 2. 49 CFR 107 Hazardous Materials Program Procedures
 - 3. 49 CFR 171 General Information, Regulations, and Definitions
 - 4. 49 CFR 172 Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements
 - 5. 49 CFR 173 Shippers - General Requirements for Shipments and Packagings
 - 6. 49 CFR 178 Specifications for Packagings
 - 7. 49 CFR 179 Specifications for Tank Cars
- U. United States Environmental Protection Agency (EPA)
 - 1. EPA 340/1-90/018 Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance
 - 2. 40 CFR 61 National Emission Standards for Hazardous Air Pollutants
 - 3. 40 CFR 61-Subpart A General Provisions
 - 4. 40 CFR 61-Subpart M National Emission Standard for Asbestos
 - 5. 40 CFR 82 Protection of Stratospheric Ozone
 - 6. 40 CFR 124 Procedures for Decisionmaking
 - 7. 40 CFR Subchapter I Solid Wastes
 - 8. 40 CFR 260 Hazardous Waste Management System: General
 - 9. 40 CFR 261 Identification and Listing of Hazardous Waste
 - 10. 40 CFR 262 Standards Applicable to Generators of Hazardous Waste
 - 11. 40 CFR 263 Standards Applicable to Transporters of Hazardous Waste
 - 12. 40 CFR 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - 13. 40 CFR 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
 - 14. 40 CFR 266 Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities
 - 15. 40 CFR 267 Standards for Owners and Operators of Hazardous Waste Facilities Operating Under a Standardized Permit
 - 16. 40 CFR 268 Land Disposal Restrictions
 - 17. 40 CFR 270 EPA Administered Permit Programs: The Hazardous Waste Permit Program

18. 40 CFR 271 Requirements for Authorization of State Hazardous Waste Programs
 19. 40 CFR 272 Approved State Hazardous Waste Management Programs
 20. 40 CFR 273 Standards for Universal Waste Management
 21. 40 CFR 300 National Oil and Hazardous Substances Pollution Contingency Plan
 22. 40 CFR 302 Designation, Reportable Quantities, and Notification
 23. 40 CFR 745 Lead-Based Paint Poisoning Prevention in Certain Residential Structures
 24. 40 CFR 761 Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions
 25. 40 CFR 763 Asbestos
- V. United States Military Standards
1. MIL-STD-282 Filter Units, Protective Clothing, Gas-Mask Components and Related Products: Performance Test Methods
- W. United States Occupational Safety and Health Administration (OSHA)
1. 29 CFR 1910.120 Appendix B General Description and Discussion of the Levels of Protection and Protective Gear.
 2. 29 CFR 1910 Subpart I Appendix A Nonmandatory Compliance Guidelines for Hazard Assessment and Personal Protective Equipment Selection
 3. 29 CFR 1910.134 Respiratory Protection
 4. 29 CFR 1926 Safety and Health Regulations for Construction
 5. 29 CFR 1926.21 Safety Training and Education
 6. 29 CFR 1926.28 Personal Protective Equipment
 7. 29 CFR 1926.32 Definitions
 8. 29 CFR 1926.51 Sanitation
 9. 29 CFR 1926.53 Ionizing Radiation
 10. 29 CFR 1926.55 Gases, Vapors, Fumes, Dusts, and Mists
 11. 29 CFR 1926.59 Hazard Communication
 12. 29 CFR 1926.62 Lead in Construction
 13. 29 CFR 1926.65 Hazardous Waste Operations and Emergency Response
 14. 29 CFR 1926 Subpart E (Parts 95-107) Personal Protective and Life Saving Equipment
 15. 29 CFR 1926.95 Criteria for Personal Protective Equipment
 16. 29 CFR 1926.103 Respiratory Protection
 17. 29 CFR 1926.200 Accident Prevention Signs and Tags
 18. 29 CFR 1926.1101 Asbestos
 19. OSHA Publication 3071 Job Hazard Analysis

1.05. DEFINITIONS

- A. Definitions used in this section include those used in Divisions 0, 1, and 2; those defined by the Reference Standards listed above; and the following:
- B. Auxiliary Work
 1. Auxiliary Work is intended to include all work that is not defined as a Major Element by this section. An example of Auxiliary Work includes work such as routing of new mechanical or electrical systems within the Main Work Areas and to areas outside of the Main Work Area(s).

- C. Contractor's Professional Industrial Hygienist (CPIH)
1. The Contractor's Professional Industrial Hygienist (CPIH) is responsible for all monitoring, inspections, sampling, and testing which is not work required to be performed by the IIHT. The CPIH and CPIH's employer must have no employee or employer relationship which could constitute a conflict of interest.
- D. General Contractor (GC)
1. General Contractor (GC) means the entity the Owner has entered into agreement with to serve as the overall authority of the construction-related aspects of the contract.
- E. Hazardous Materials
1. As used in this section, hazardous materials means: asbestos-containing, lead-containing materials, mercury-containing materials, PCB-containing light ballasts and associated contamination, equipment with ozone depleting substances, items with radioactive components, and heat transfer fluids in building heating and cooling systems.
- F. Hazardous Materials Assessment (HMA)
1. Hazardous Materials Assessment (HMA) means any reports or other existing information related to asbestos-containing materials or other potentially hazardous materials present at the site which is provided prior to the award of the contract.
- G. Hazards Removal Contractor (HRC)
1. Hazards Removal Contractor (HRC) means the GC or other subcontractor(s) responsible for conducting the work required by this section.
- H. Independent Industrial Hygiene Technician (IIHT)
1. The Independent Industrial Hygiene Technician IIHT is responsible for conducting all final visual inspections and clearance monitoring required by this section. The IIHT and IIHT's employer must have no employee or employer relationship which could constitute a conflict of interest.
- I. Main Work Area
1. Main Work Area is intended to include area(s) which have defined boundaries where the majority of work is located.
- J. Major Element
1. Major Element is intended to include the elements of work which are located within the Main Work Area(s), whose scope is not subject to variations in means or methods, and can generally be identified solely by graphical representation or notation on the contract drawings.
- K. Refrigerant Recovery Technician (RRT)

1. Refrigerant Recovery Technician (RRT) means the specialty subcontractor responsible for the removal, recovery, and recharging of ODS from equipment located onsite.

L. Transportation and Disposal Coordinator (TDC)

1. Transportation and Disposal Coordinator (TDC) means the person selected by the GC who is responsible for ensuring compliance with all applicable rules and regulations pertaining to the wastes generated by the work covered by this section.

1.06. QUALITY ASSURANCE

A. General

1. Administrative and supervisory personnel shall, at a minimum, consist of the HRC's Competent Person, the CPIH, and the IIHT. These employees are the GC's representatives responsible for compliance with this section. Non-supervisory personnel must consist of an adequate number of qualified personnel to meet the performance requirements of the project. All personnel must meet required qualifications.
2. Comply with the specific requirements of this contract, and other applicable laws, ordinances, rules, and regulations of federal, state, and local authorities having jurisdiction regarding removing, handling, storing, transporting, and disposal of the hazardous materials covered by this section. Notify the Owner and request resolution of conflicts between regulations and specified requirements before starting work.

B. Responsibilities

1. Owner Responsibilities Prior to Commencement of Work
 - a. The Owner will notify occupants adjacent to the work areas of project dates and requirements for relocation, if needed. Arrangements must be made prior to starting work for relocation of desks, files, equipment, and personal possessions if required to complete the work. The Owner will coordinate utilities use, locations, and other conditions of use with the GC.
2. HRC and GC Responsibility
 - a. The HRC shall assume primary responsibility and liability for compliance with all applicable federal, state, and local regulations related to all aspects of the hazardous materials removal work. The GC shall assume secondary responsibility and liability for their own and their other subcontractor's compliance with all applicable federal, state, and local regulations as it relates to potential hazards associated with the hazardous materials present in the work areas. The HRC and GC are responsible for providing and maintaining required documentation including, but not limited to, training, accreditations, medical exams, medical records, personal protective equipment (PPE), respiratory protection, and respirator fit testing, as required by applicable federal, state, and local regulations and this section. The HRC and GC must hold the Owner harmless for any Contractor failure to comply with any applicable work, packaging, transporting, disposal, safety, health, or environmental regulations or

contract requirements on the part of themselves, their employees, or their subcontractors.

3. TDC Responsibility

- a. The GC must designate, by position and title, one person to act as the TDC who is responsible for ensuring compliance with all applicable federal, state, and local regulations related to the transportation and disposal hazardous materials waste generated by the work covered by this section. The TDC's responsibilities include, but are not limited to, accurate identification and classification of the hazardous materials wastes; determination of proper shipping names; identification of marking, labeling, packaging, and placarding requirements; completion of waste profiles, hazardous waste manifests, PCB manifests, bill of ladings, exception and discrepancy reports; and all other transportation and disposal documentation required by this section.

C. Site Conditions

1. The condition of the hazardous materials at the site are described in the HMA, and those conditions were accurate as of the dates of inspection cited in that HMA. Prior to starting work in any area, the HRC and GC must verify the accuracy of the conditions that are presented in the HMA, the hazards abatement design drawings and specifications, and the HRC's approved Hazards Abatement Plan (HAP).
2. The building may be occupied and in use during the work. The HRC and GC must coordinate the timing of work with the Owner and other trades to ensure there are no adverse effects to building functions or occupants, and that other performance requirements of the contract are met.

D. Security

1. The HRC and GC are jointly responsible for and must control access to the areas where hazardous materials removal work is being performed and areas where hazardous materials are being stored. Access must be restricted to properly trained and protected persons authorized to be in those areas. Entry into these areas by unauthorized persons must be reported immediately to the Competent Person by anyone observing the entry. The Competent Person must immediately require any unauthorized person to leave the regulated area and then notify the Owner and the GC.

E. Variations in Quantity

1. The estimated quantities of hazardous materials to be removed and/or disturbed are shown in the description of work below. Nothing in this section may be interpreted as limiting the extent of work otherwise required by this contract and related documents. Refer to the HMA for detailed information on the hazardous materials known or assumed to be present at this site.
2. No quantities are provided for the removal and disturbance of lead-containing materials which are incidental to the demolition work (i.e. demolition or surface preparation of walls or other components painted with lead-containing paints). Quantities are provided for metallic lead found in components which can generally be removed intact (e.g. batteries, VTR flashings, sheet lead, etc.). Metallic lead quantities do not include lead-containing solders or lead-containing sealants.

3. The estimated quantities are to be considered a baseline for bidding purposes only and are based on limited assessments of materials located within the project work areas which were made accessible to the designer for use in preparing the hazards abatement drawings and specifications. The HRC and GC must satisfy themselves of the actual quantities to be removed and disposed of and to conduct that work in accordance with applicable laws of the authorities having jurisdiction. The HRC and GC must document the locations and quantities of hazardous materials removed each day from each work area. Quantities of hazardous materials must match the units used on the hazards abatement drawings. Where, in the opinion of the HRC or GC, the use of alternative units is necessary, those alternative units may be used with preapproval from the Owner. Minor variations (+/- 10 percent) in the quantities of hazardous materials shown on the hazards abatement drawings are considered as having no impact on contract price or the performance requirements of this contract. The HRC and GC must submit unit pricing within their bid for each hazardous materials identified on the drawings in case additional quantities of material in excess of the minor variation stated above are required to be removed or disturbed and disposed of in order to accommodate the work. The unit prices submitted by the HRC and GC are to be used as the cost basis for additional work required under the contract.

F. Preconstruction Conference

1. After the Preconstruction Submittals have been reviewed and approved, a preconstruction meeting must be held with the following parties in attendance at a minimum: the HRC and their Competent Person, the GC, other interested subcontractors, the CPIH, the IIHT, and the Owner. The goals of the preconstruction meeting are to discuss the planned scope, phasing, and overall coordination and execution of the hazardous materials work; to verify that the approved Preconstruction Submittals are still valid; to identify any potential issues with the project scope, timing, or planning as it relates to the hazardous materials scope of work, and to ensure agreement among the parties prior to commencing work. The preconstruction meeting minutes and sign in sheet must be submitted to the Owner within 5 days after the completion of the preconstruction meeting.

G. Stop Work Order

1. If the Owner or representative of a regulatory authority having jurisdiction presents a verbal Stop Work Order, the HRC and GC must immediately stop all hazardous materials removal work and must maintain all work area protections. If a verbal Stop Work Order is issued, the Owner or a representative of a regulatory authority having jurisdiction will follow-up with a written order to the HRC and GC as soon as it is practicable. The HRC and GC must not resume any hazardous materials removal activity until authorized to do so in writing by the Owner or a representative of a regulatory authority having jurisdiction. A Stop Work Order may be issued at any time the Owner or a representative of a regulatory authority having jurisdiction determines hazardous materials removal work conditions/activities are not being performed within the requirements of this specification, the HRC's approved HAP, regulatory requirements, or that an imminent hazard exists to human health or the environment. Work stoppage will continue until conditions have been corrected to the satisfaction of the Owner or the representative of a regulatory authority having jurisdiction. Standby time and costs for corrective actions will be borne by the HRC or GC, including any applicable time or expense incurred by any of the personnel categories stated in the beginning of this paragraph, as a result of the Stop Work Order. The occurrence of any of the following events must be reported immediately by the HRC's Competent Person to the Owner and GC using the most expeditious

means (e.g., verbal or telephonic), followed up with written notification to the Owner as soon as practicable. The HRC and GC must immediately stop hazardous materials removal removal/disturbance activities and initiate corrective actions if:

- a. Airborne PCM analysis results outside of the asbestos regulated work area exceeds 0.01 fibers per cubic centimeter or background whichever is higher.
- b. Mercury vapor concentrations exceed 600 ng/m³ outside of the regulated work area.
- c. Breach or break in regulated area containment barrier(s).
- d. Pressure within a Negative Pressure Enclosure falls below -0.02 inch WCG.
- e. Serious injury/death at the site.
- f. Fire/safety emergency at the site.
- g. Respiratory protection system failure.
- h. Power failure or loss or inadequate use of wetting agent.
- i. Any visible emissions observed outside the regulated area.
- j. Failure to follow project specification requirements.

H. Protection of Existing Work to Remain

1. The HRC and GC must not damage or cause contamination to existing finishes or other existing elements or areas scheduled to remain at the site. Where such elements or areas are damaged or contaminated as verified by the Owner using visual inspection and/or sample analysis, the HRC and GC must stop work and restore those elements or areas to their original undamaged and uncontaminated condition at no additional cost to the Owner. Once the elements or areas have been restored to the satisfaction of the Owner, the work may proceed.

I. Monitoring, Inspections, Sampling, and Testing

1. All sampling required by this section must be performed by qualified persons meeting the minimum requirements of this section.
2. The CPIH is responsible for conducting all non-clearance monitoring, inspections, sampling, and testing required by this section.
3. All final visual inspections and clearance air monitoring required by this section must be performed by the IIHT.
4. All costs related to the monitoring, inspections, sampling, and testing required by this section are to be borne by the HRC and/or GC.
5. All costs related to additional monitoring, inspections, sampling, and testing exceeding the minimum requirements of this section, including those costs for any failed final visual inspections or clearance air monitoring, must come at no additional cost to the Owner.
6. The Owner or the representative of a regulatory authority having jurisdiction may observe any monitoring, inspections, sampling, and testing performed under this contract at any time or location at their discretion.
7. The Owner or the representative of a regulatory authority having jurisdiction may perform additional monitoring, inspections, sampling, and testing at any time or location at their discretion.

J. Onsite Documentation

1. The HRC and GC must ensure employees have access to complete copies of the contract documents, the submittal items and other elements required by this section, and to all applicable standards, regulations, codes, and other documents. Electronic format is acceptable except where the contract documents, the submittal items and other elements required by this section, or applicable standards, regulations, codes, or other documents specifically require physical copies to be maintained. Access must be made available at the jobsite at no cost to the employee during normal working hours or at all times work covered by this section is being performed.

1.07. REQUIREMENTS

A. Description of Work

1. The hazardous materials work of this project is anticipated to be minor in nature and incidental to the proposed ASD Multi-Site Access Control System Upgrades: Begich Middle School, Romig Middle School, and West High School Project. No hazardous materials assessment was performed for this project, and it is the GC's responsibility to ensure the pre-work inspection requirements of this section are performed prior to any work at the building which may disturb existing materials. A summary of the work is as follows:
 - a. All Schools:
 - (i) A pre-work inspection must be performed in accordance with this section. Typical materials anticipated to be disturbed include lay-in ceiling tiles, gypsum board systems (walls, ceilings, soffits, etc.), joint compound on gypsum board systems (walls, ceilings, soffits, etc.), concrete block, and grout for concrete block, however, additional materials may be encountered. The bid must include costs to collect a minimum of 50 bulk samples for asbestos for each location for a total of 150 bulk samples, and unit pricing for additional sampling must also be included in the bid. Requirements related to qualifications, sample frequency and quantity, recordkeeping, submittals, and other related requirements are found elsewhere in this section.
 - (ii) Disturbance of lead-containing paints as necessary to accommodate the project, such as for penetrations thru walls, ceilings, cabinetry, or other painted surfaces, or for painting and patching activities. This work may be regulated by 29 CFR 1926.62, however, it is the responsibility of the Contractor to determine the applicability of the regulation to their work and to ensure complete compliance with the requirements of that regulation.
 - b. Begich Middle School:
 - (i) Due to the age of the building and the scope of work for this project, no asbestos-containing materials are anticipated to be encountered or disturbed.
 - c. Romig Middle School:
 - (i) The work at Romig Middle School will generally involve routing of new cabling, conduits, or other electrical components down

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various corridors into seven separate vestibules and three separate telecommunications rooms. The suggested routing between Vestibule R154 and TR1 also runs through approximately 5 different rooms. In each vestibule, TR room, and other rooms where routing is not performed in a corridor, minor disturbances of existing materials are anticipated to be necessary to support the demolition and new work. The portions of Romig Middle School where the work occurs include the original 1963 era construction, the 1965 era addition, the 1973 era addition, and the 1996 era addition where relatively few renovation projects have occurred and where most of the original construction materials remain in each of these eras. Based on records provided by the Owner, asbestos-containing joint compound is known to be present throughout the 1963, 1965, and the 1973 eras, and this material is anticipated to be the most likely material which will require minor varied disturbances in support of the work. Additionally, asbestos-containing "hard fitting" insulation is also known to be present on piping in the 1963 and 1965 eras, and much of this piping is present in the corridor ceiling spaces where much of the work occurs. Other asbestos-containing materials are known to exist at the school but are not anticipated to be disturbed by the work. Refer to records available from the Owner for more information regarding the known and assumed asbestos-containing materials at this school.

- (ii) The bid must include a minimum of up to 20 penetrations thru gypsum board systems with asbestos-containing joint compound with expected sizes not to exceed 12" x 12" at each location.
- (iii) The bid must include a minimum of 100 square feet of cleanup work associated with potential debris from damaged asbestos-containing materials which may be sporadically encountered in the school and in the areas of work.
- (iv) The bid must include unit pricing for additional disturbances of the asbestos-containing joint compound and for the cleanup work.

d. West High School:

- (i) The work at West High School will generally involve routing of new cabling, conduits, or other electrical components down various corridors into six separate vestibules and three separate telecommunications rooms. The suggested routing between Vestibule J135 and TR9 also runs through approximately three different rooms. In each room, minor disturbances of existing materials are anticipated to be necessary to support the demolition and new work. In each vestibule, TR room, and other rooms where routing is not performed in a corridor, minor disturbances of existing materials are anticipated to be necessary to support the demolition and new work. The portions of West High School where the work occurs include the original 1952 era construction, the 1953 era addition, the 1965 era addition, the 1996 era addition, the 1970 era addition, the 1971 era addition, the 1994 era addition, 1996 era addition, and a mid-2010's addition era. Based on records provided by the Owner,
- (ii) much of the work occurs in newer construction (i.e. the 1994, 1996, and mid-2010's eras) and/or in areas of the older construction which have received significant renovations. In these areas, asbestos-containing materials are not anticipated to be

disturbed. The Routing between Vestibule J135 and TR9 include an area in the 1971 era where some renovation has occurred but where older materials are still anticipated. Similarly, the routing between Vestibule K134 and TR6 takes place in the 1953 era of the school where records are unclear but appear to indicate that many of the original construction materials may be present. While these two specific examples are addressed because they appear likely to disturb older construction materials, it is not intended to mean that other routing will not – all locations may contain asbestos-containing materials. Numerous asbestos-containing materials are known to exist at the school which may be disturbed by the work. Refer to records available from the Owner for more information regarding the known and assumed asbestos-containing materials at this school.

- (iii) The bid must include a minimum of up to 15 penetrations thru gypsum board systems with asbestos-containing joint compound with expected sizes not to exceed 12" x 12" at each location.
 - (iv) The bid must include a minimum of 100 square feet of cleanup work associated with potential debris from damaged asbestos-containing materials which may be sporadically encountered in the school and in the areas of work.
 - (v) The bid must include unit pricing for additional disturbances of the asbestos-containing joint compound and for the cleanup work.
2. The work includes all related submittals, monitoring, inspections, sampling, testing, removal, disturbance, transportation, disposal, recordkeeping, documentation, and other elements as specified herein.

1.08. LISTING OF REQUIRED SUBMITTALS

A. Preconstruction Submittals

- 1. Pre-work inspections and sampling and analysis plan.
- 2. The following items must be submitted if the pre-work inspections and sampling identify any asbestos-containing or lead-containing materials which will require disturbance by the project:
 - a. Hazard Abatement Plan (HAP).
 - b. Employee training documentation.
 - c. Competent Person documentation.
 - d. Affidavit of Medical Surveillance, Respiratory Protection, and Training Accreditation.
 - e. License and insurance for the HRC.
 - f. CPIH documentation.
 - g. Testing laboratory documentation.
 - h. Documentation of notifications.
 - i. TDC documentation.
 - j. Waste transporter documentation.
 - k. Waste disposal site documentation.

B. Periodic Submittals

- 1. Sampling results.

2. Project logs.
3. Updates to any of the preconstruction submittals.

C. Closeout Submittals

1. Waste transport records.
2. Disposal site receipts.
3. Updates to any previously submitted submittals.

1.09. DETAILS OF REQUIRED PRECONSTRUCTION SUBMITTALS

A. Pre-work inspections and sampling and analysis plan.

1. A plan which details the pre-work inspections which will be performed by the contractor and associated sampling and analysis which will be performed must be submitted prior to the start of work. The plan must be in accordance with EPA recommendations and industry standards. The sampling and analysis plan must include the following general elements:
 - a. Qualifications and accreditations of persons performing the pre-work inspections.
 - b. The location of the sampling activities.
 - c. Existing waste characterization data for the materials to be sampled, if any.
 - d. Sampling rationale and objectives.
 - e. The material to be sampled and constituents of concern.
 - f. Sample selection and collection procedures.
 - g. Sample documentation and shipment.
 - h. Analytical methods to be used and each method's limits of detection, limits of quantification, and reporting units.
 - i. The selected analytical laboratory and their qualifications and accreditations

B. Hazard Abatement Plan (HAP)

1. If the pre-work inspections identify any asbestos-containing materials or lead-containing materials that will require disturbance by this project, the contractor must submit a Hazard Abatement Plan (HAP). The HAP must not be combined with other hazard abatement plans and must be prepared and signed by a State-accredited EPA Project Designer for asbestos work and by the HRC and/or GC and their Competent Person for all other work. Provide shop drawings for each affected area and a table of contents for each submittal item, which follows the sequence of requirements in the contract. The plan, at a minimum, must include the proposed means, methods, materials, equipment, and other procedures to be used by the HRC which must include, but not be limited to, the following elements for each of the hazardous material to be removed:
 - a. Procedures for notification of other employers and their employees performing work at the site under this contract, building occupants, and other interested parties or as directed by the Owner.
 - b. A description of each hazardous material to be removed.

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- c. Estimated quantities of each hazardous material to be removed.
- d. A pre-work sampling plan describing the procedures to be used to identify, sample, and quantify any additional hazardous materials found that will require disturbance.
- e. Procedures used to identify, execute, and document potential pre-cleaning activities.
- f. Procedures to ensure the protection of existing work to remain.
- g. Isolation and protection of existing systems.
- h. A detailed plan of the safety precautions such as lockout, tagout, tryout, fall protection, and confined space entry procedures and equipment and work procedures to be used during the removal, disturbance, or demolition of each hazardous material to be removed.
- i. Work area setup to be used for each type of hazardous material to be removed.
- j. A description of the minimum training requirements for employees for each type of hazardous material to be removed.
- k. Personal protective equipment to be used for each type of hazardous material to be removed.
- l. Procedures for the decontamination of personnel for each type of hazardous material to be removed.
- m. Removal procedures for each type of hazardous material to be removed.
- n. Procedures to be used for the decontamination of existing building components for each type of hazardous material to be removed.
- o. Expendable materials to be used during the removal of hazardous materials for each type of hazardous material to be removed.
- p. Procedures to be used in the event hazardous materials are spilled, leaked, damaged, or otherwise released in a manner resulting in contamination of existing building components.
- q. Procedures to ensure negative air pressure is maintained within Negative Pressure Enclosures and corrective actions to be taken in the event of equipment failure or other events which may lead to inadequate negative pressure.
- r. Procedures for supplying, controlling, treating, and discharging water and wastewater.
- s. Monitoring and sampling to be used for each type of hazardous material to be removed.
- t. Waste packaging, storage, loadout, decontamination, manifesting, transport, and disposal procedures.
- u. Procedures to follow in the event additional quantities of hazardous materials are encountered after the start of work.
- v. Current copies of accreditations relevant to the hazardous materials being removed of the person who prepared the MHRP and their Competent Person.

2. At a minimum, shop drawings must show the following elements:

- a. The locations and extents of each regulated work area.
- b. Locations of critical barriers.
- c. Locations of existing systems within and/or adjacent to the regulated work area boundaries to be isolated during the hazardous materials removal activities.
- d. Location of decontamination area(s).
- e. Location(s) of negative pressure exhaust routing.
- f. Location of make-up air entrance(s) into each regulated work area.

- g. Locations of water supplies and wastewater treatment and discharge area(s).
- h. Locations of monitoring and sampling equipment.
- i. Location(s) of first aid materials.
- j. Location(s) of fire extinguishers.
- k. Emergency egress routes.
- l. Waste loadout route(s).
- m. Location of temporary storage area(s).
- n. The location of copies of all applicable codes, standards, regulations, notices, SDSs, air monitoring results, the HRC's and/or GC's approved work plan, and other pertinent documents.

3. Shop drawings are required only if:

- a. Poured polyurethane gym flooring classified as a hazardous waste for mercury is being removed.
- b. The hazardous materials being removed are required to be performed within a regulated area.
- c. Monitoring and sampling is required due to the type of hazardous material being removed.

C. Employee Training

- 1. All persons involved in asbestos work must have received training required by 29 CFR 1926.1101, 40 CFR 763, 8 AAC 61, and any other applicable state or local regulations.
- 2. Persons performing, designing, directly supervising, or monitoring asbestos abatement work must have a current State of Alaska Asbestos Abatement Certificate of Fitness in accordance with 8 AAC 61.600.3
- 3. Submit proof of current accreditation for persons who received training under 40 CFR 763 and submit copies of current State of Alaska Asbestos Abatement Certificates of Fitness. Organize certificates by individual worker, not grouped by type of certification.
- 4. Due to the potential to contact asbestos-containing materials in project areas throughout this site, all personnel performing work at this site are required to have a minimum of "two-hour asbestos awareness training". Proof of this training must be maintained onsite for the duration of the project but is not required to be submitted by this section. Only personnel who are trained and State-accredited as an EPA Worker or EPA Contractor/Supervisor are permitted to disturb asbestos-containing materials.
- 5. All persons involved in the removal of the following hazardous materials must have received training required by 29 CFR 1926.21; 29 CFR 1926.62, 8 AAC 61; 40 CFR 273.16; and any other state or local regulations applicable to the specific hazardous material:
 - a. Removal of intact universal waste mercury-containing lamps, mercury-containing thermostats, or mercury-containing equipment.
 - b. Removal of intact universal waste batteries.
 - c. Removal of intact PCB-containing light ballasts.
 - d. Removal of heat transfer fluids other than those classified as a hazardous waste.

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- e. Removal of intact components with radioactive materials.
 - f. Removal of intact equipment containing ozone depleting substances.
 - g. Removal of lead-containing materials other than those classified as a hazardous waste.
6. In addition to the training required above, all persons involved in the removal and/or cleanup of the following hazardous materials must have received training equivalent to the training in 29 CFR 1926.65(e):
- a. Poured polyurethane gym flooring classified as a hazardous waste for mercury.
 - b. Non-intact mercury-containing lamps, mercury-containing thermostats, or mercury-containing equipment.
 - c. Non-intact universal waste batteries.
 - d. Heat transfer fluids classified as a hazardous waste.
 - e. Non-intact PCB-containing light ballasts.
 - f. Removal of lead-containing materials classified as a hazardous waste.
7. All persons involved in the removal of non-intact components with radioactive materials or cleanup and removal of components contaminated by radioactive materials must have received training equivalent to the training in 10 CFR 20; 29 CFR 1926.53; and any other applicable state or local regulations.
8. All persons involved in the recovery of ozone depleting substances from equipment must have received training required by 40 CFR 82.161 and any other applicable state or local regulations.
9. All persons who perform the functions of a Hazmat Employee as defined by 49 CFR 171.8 must be trained in accordance with 49 CFR 172 Subpart H.
10. Submit proof of current accreditation for persons who received training required by this section. Organize certificates by individual worker, not grouped by type of certification.
11. Additional training related to health, safety, and environmental issues may be required, and it is the responsibility of the HRC, the HRC's Competent Person, the GC, and the CPIH to identify those additional issues and to recommend training as necessary to ensure compliance with applicable regulations.

D. Competent Person

- 1. All asbestos work must be performed under the supervision of a Competent Person as defined by 29 CFR 1926.1101 who additionally has documented experience and training including, but not limited to, the administration and supervision of asbestos abatement projects including exposure assessments and monitoring, work practices, abatement methods, protective measures for personnel, setting up and inspecting asbestos abatement work areas, evaluating the integrity of containment barriers, placement and operation of local exhaust systems, ACM generated waste containment and disposal procedures, decontamination unit installation and maintenance requirements, site safety and health requirements, and notification of other employees onsite.
- 2. All hazardous materials removal work must be performed under the supervision of a Competent Person as defined by 29 CFR 1926.32 and 29 CFR 1926.62 and who additionally meets the employee training requirements of this section.

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3. Certify in writing that the proposed Competent Person meets the minimum requirements of this section and submit evidence to support such certification. Examples of acceptable documentation include, but are not limited to, resumes, training documentation, or descriptions of prior experience supervising or performing hazardous materials removal work.

E. Affidavit of Medical Surveillance, Respiratory Protection, and Training Accreditation

1. Provide a written statement certifying that the following records are current and available on request for all persons engaged in hazardous materials work:
 - a. Evidence of training on the contents of 29 CFR 1926.21; 29 CFR 1926.62; 29 CFR 1926.1101; 40 CFR 763, 8 AAC 61, and other related training required by this section and federal, state, or local agencies.
 - b. Evidence of training on the contents of the HRC's written Respiratory Protection Program and the requirements of 29 CFR 1910.134 and its appendices.
 - c. Documentation of medical evaluations and determinations, respirator fit tests, and associated recordkeeping required by 29 CFR 1926.103, 29 CFR 1926.62, 29 CFR 1926.1101, and other regulations required by this section and federal, state, or local agencies.

F. HRC License and Insurance

1. Submit a copy of the HRC's license issued by the State of Alaska and a copy of their insurance policy, including exclusions, with a letter from their agent stating in plain language the coverage provided and the fact that hazardous materials removal activities are covered by the policy.

G. Contractor's Professional Industrial Hygienist (CPIH)

1. Submit the following information for the Contractor's Professional Industrial Hygienist (CPIH):
 - a. The name, address, and telephone number of the CPIH.
 - b. Evidence of current training and accreditation as a Building Inspector and Contractor/Supervisor Abatement Worker as described by 40 CFR 763.
 - c. Current State of Alaska Asbestos Abatement Certificate of Fitness in accordance with 8 AAC 61.600.
 - d. Evidence of successful completion of the National Institute of Occupational Safety and Health (NIOSH) 582 course "Sampling and Evaluating Airborne Asbestos Dust" or equivalent.
 - e. If performing onsite analysis of Phase Contrast Microscopy air samples, the CPIH must be currently registered as an Asbestos Analyst and affiliated with a Registered Organization under the American Industrial Hygiene Association (AIHA) Asbestos Analyst Registry (AAR).
 - f. Alternatively, onsite analysis of Phase Contrast Microscopy air samples may be permitted if the CPIH participates as an asbestos analyst in their laboratory's Industrial Hygiene Proficiency Analytical Testing (IHPAT) program and evidence showing their satisfactory performance in the last four rounds of the program is submitted.
 - g. Evidence that the CPIH meets the employee training requirements of this section for each hazardous material affected by the project.

- h. The CPIH and the HRC and GC must not have an employee/employer relationship or financial relationship which could constitute a conflict of interest.

H. Testing Laboratory

1. The minimum analytical capabilities required for the hazardous materials work under this contract include:
 - a. National Institute of Occupational Safety and Health (NIOSH) Manual of Analytical Methods (NMAM) Method 7400: Asbestos and Other Fibers by Phase Contrast Microscopy.
 - b. National Institute of Occupational Safety and Health (NIOSH) Manual of Analytical Methods (NMAM) Method 7402: Asbestos by Transmission Electron Microscopy.
 - c. United States Environmental Protection Agency Method 600, R93-116: Determination of Asbestos in Bulk Building Materials by Polarized Light Microscopy.
 - d. United States Environmental Protection Agency "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Non-Mandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR 763, Subpart E, Appendix A.
 - e. Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA publication SW-846, Method 1110A – Corrosivity towards steel.
 - f. Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA publication SW-846, Method 1311 – Toxicity Characteristic Leaching Procedure.
 - g. Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA publication SW-846, Method 6010D – Inductively Coupled Plasma-Atomic Emission Spectrometry.
 - h. Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA publication SW-846, Method 6020B – Inductively Coupled Plasma-Mass Spectrometry.
 - i. Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA publication SW-846, Method 7000B – Flame Atomic Absorption Spectrophotometry.
 - j. Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA publication SW-846, Method 7010 – Graphite Furnace Atomic Absorption Spectrophotometry.
 - k. Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA publication SW-846, Method 7040A – Mercury in Liquid Waste (Manual Cold-Vapor Technique).
 - l. Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA publication SW-846, Method 7471B – Mercury in Solid or Semisolid Waste (Manual Cold-Vapor Technique).
 - m. Test Methods for Evaluating Solid Waste, Physical/Chemical Methods, EPA publication SW-846, Method 9040C – pH Electrometric Measurement.
 - n. NIOSH NMAM 5503 – Polychlorobiphenyls.
 - o. NIOSH NMAM Method 6009 – Mercury, modified to achieve a limit of quantification less than 60 ng/m³.
2. Submit the following information for each testing laboratory:
 - a. The name, address, and telephone number of the testing laboratory.

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- b. The testing laboratory's current American Industrial Hygiene Association Laboratory Accreditation Programs (AIHA LAP) certificate of accreditation; scope of accreditation; and the most recent Proficiency Testing Performance Report for the Industrial Hygiene Proficiency Analytical Testing (IHPAT) program showing the testing laboratory as "Proficient" for the "Asbestos Analyte Class" in the "Overall Performance Summary".
- c. A listing of the testing laboratory's microscopists showing evidence of successful completion of the National Institute of Occupational Safety and Health (NIOSH) 582 course "Sampling and Evaluating Airborne Asbestos Dust" or equivalent; participation in and satisfactory performance under the IHPAT program; and Asbestos Analyst Testing (AAT) Performance Results Report for AAR participants.
- d. The testing laboratory's current certificate of accreditation and scope of accreditation issued under the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for analysis of asbestos in bulk samples and for analysis of asbestos by Transmission Electron Microscopy in accordance with 40 CFR 763, Subpart E, Appendix A.
- e. The testing laboratory's current American Industrial Hygiene Association Laboratory Accreditation Programs (AIHA LAP) certificate of accreditation; scope of accreditation; and the most recent Proficiency Testing Performance Report for the Industrial Hygiene Proficiency Analytical Testing (IHPAT) program showing the testing laboratory as "Proficient" for the "Metals Analyte Class" in the "Overall Performance Summary".
- f. For laboratories performing TCLP using Method 1311, submit current copies of their certificate of accreditation issued by an accrediting body listed on the National Environmental Laboratory Accreditation Management System maintained by the National Environmental Laboratory Accreditation Program (NELAP).
- g. The testing laboratory's current American Industrial Hygiene Association Laboratory Accreditation Programs (AIHA LAP) certificate of accreditation; scope of accreditation; and the most recent Proficiency Testing Performance Report for the Environmental Lead Proficiency Analytical Testing (ELPAT) program showing the testing laboratory as "Proficient" for the "Paint Analyte Class", "Soil Analyte Class", and "Dust Analyte Class" in the "Overall Performance Summary".
- h. The testing laboratory must be independent of the HRC and GC and must have no employee or employer relationship which could constitute a conflict of interest.

I. Notifications

- 1. Submit copies of notifications to the Alaska Department of Labor required by 8 AAC 61.620 showing approval by the department.
- 2. Submit copies of notifications to the regional EPA authority required by 40 CFR 61 Subpart M. Note this may include more than one notification and may include trades other than the Asbestos Abatement Contractor.
- 3. Submit the EPA identification number for the site. If the site was not already assigned an EPA identification number, the TDC must assist the Owner in obtaining an EPA identification number for the site under the following conditions:

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- a. If the work covered by this section will by itself generate hazardous wastes in excess of the those allowed for a very small quantity generator as defined by 40 CFR 260.10.
 - b. If other hazardous wastes are being generated at the site, and the work covered by this section will generate additional hazardous wastes which when added together is in excess of the those allowed for a very small quantity generator as defined by 40 CFR 260.10.
 - c. If the work covered by this section cannot be performed in accordance with the conditions for exemption for a very small quantity generator defined in 40 CFR 262.14.
 - d. If using the alternative standards for episodic generation found in 40 CFR 262 Subpart L.
 - e. If the work covered by this section will by itself generate universal wastes in excess of the those allowed for a small quantity handler of universal waste as defined by 40 CFR 273.9.
 - f. If other universal wastes are being generated at the site, and the work covered by this section will generate additional universal wastes which when added together is in excess of the those allowed for a small quantity handler of universal waste as defined by 40 CFR 273.9.
 - g. If otherwise required by 40 CFR Subchapter I.
4. Submit copies of notifications to the regional EPA authority:
- a. As required by 40 CFR 262.232 for episodic generation as defined by 40 CFR 262.231.
 - b. As required by 40 CFR 273.32 for large quantity handlers of universal waste as defined by 40 CFR 273.9.
 - c. If otherwise required by 40 CFR Subchapter I.
5. If wastes will cross international boundaries, submit notifications as required by 40 CFR 262 Subpart H and any additional notifications required by the country through which the wastes will be transported.

J. TDC Documentation

1. Certify in writing that the proposed TDC meets the minimum requirements of this section and submit evidence to support such certification. Examples of acceptable documentation include, but are not limited to, resumes, training documentation, or descriptions of prior experience supervising or performing hazardous materials removal work.
2. Submit evidence that the TDC meets the employee training requirements of this section for each hazardous material affected by the project.
3. The TDC and the GC and/or their subcontractors must not have an employee/employer relationship or financial relationship which could constitute a conflict of interest.

K. Waste Transporter

1. Submit written evidence that the transporter is approved to transport asbestos waste in accordance with the requirements of 49 CFR 171, 49 CFR 172, and 49 CFR 173 as well as and all other state and local regulatory agency requirements.

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2. Submit the EPA identification number for each transporter who will transport wastes generated by the work covered by this section which are classified as:
 - a. Hazardous wastes, hazardous materials, or hazardous substances as defined by 40 CFR 261.3 and 49 CFR 171.8.
 - b. PCB wastes as defined by 40 CFR 761.3.
3. Submit written evidence that the transporter is approved to transport universal wastes in accordance with the requirements of 40 CFR 263 Subpart D.
4. Submit written evidence that each transporter who transports hazardous wastes, hazardous materials, or hazardous substances as defined by 40 CFR 261.3 and 49 CFR 171.8 is registered in accordance with 49 CFR 107 Subpart G, if required by 49 CFR 107.601.
5. Submit written evidence that each transporter who transports hazardous wastes, hazardous materials, or hazardous substances as defined by 40 CFR 261.3 and 49 CFR 171.8 has received training in accordance with 49 CFR 172 Subpart H.

L. Waste Disposal Site

1. Submit written evidence that the landfill is approved for asbestos disposal by the regional EPA authority and local regulatory agencies along with a certification that the Contractor has consulted with the proposed landfill to determine any specific requirements which may be more stringent than those found within this specification, including if pre-authorization is required.
2. If the proposed landfill requires pre-authorization to dispose of asbestos wastes, submit copies of those authorizations as evidence of compliance with the landfill's requirements.
3. Submit the following for each facility which will receive, handle, treat, store, accumulate, dispose of, recycle, or reclaim any of the hazardous wastes generated by the work covered by this section:
 - a. The name, address, and telephone number of the facility.
 - b. The EPA identification number.
4. Submit the following for each facility which will receive, handle, treat, store, accumulate, dispose of, recycle, or reclaim universal wastes generated by the work covered by this section:
 - a. Certification of the facility's universal waste handler status as a small quantity handler of universal waste, a large quantity handler of universal waste, or a destination facility as defined by 40 CFR 273.9.
5. Submit the following for each facility which will receive, handle, treat, store, accumulate, dispose of, recycle, or reclaim hazardous wastes generated by the work covered by this section which meet the definition of hazardous wastes, hazardous materials, or hazardous substances as defined by 40 CFR 261.3 and 49 CFR 171.8; universal wastes as defined by 40 CFR 273.9; and PCB wastes as defined by 40 CFR 761.3:

- a. Evidence the facility is permitted to receive and manage the types of wastes being disposed of in accordance with 40 CFR 124, 40 CFR 270, and RCRA Subtitle C.
 - b. For PCB wastes, evidence the facility is approved to receive and manage PCB wastes in accordance with TSCA and 40 CFR 761.
 - c. Written approval from the facility stating that they will accept the types of wastes being transported to their facility.
6. Submit evidence that each facility which will handle, treat, store, accumulate, dispose of, recycle, or reclaim equipment with radioactive components being disposed of as part of the work covered by this section:
- a. Is a specific licensee authorized by the NRC to accept such wastes in accordance with 10 CFR Chapter I and their Radioactive Materials License number.

1.10. DETAILS OF REQUIRED PERIODIC SUBMITTALS

A. Sampling Results.

- 1. Submit the following information for all sampling events, regardless of the type of sampling:
 - a. The printed name and signature of the individual who conducted the sampling and their certification names, numbers, and expiration date relevant to the type of sampling performed.
 - b. The date the samples were collected.
 - c. The requested analytical method.
 - d. The sample prefixes, numbers, descriptions, and other unique identifying information.
 - e. Field logs associated with the sampling.
 - f. Drawings showing the locations of all sampling locations.
 - g. Chain of custody documentation for the samples.
 - h. A finalized report from the testing laboratory showing the name and location of the testing laboratory, the dates of analysis, the name of the analysts, the analytical method used, and the results of the analysis for all samples. The finalized report must be signed by the analyst.
- 2. Submit the following additional information for all air sampling events, regardless of the type of sampling:
 - a. Purpose/type of air sample (e.g. personnel, inside or outside work area, baseline, clearance, etc.).
 - b. For personnel monitoring, the name of the person being monitored, their work activities, and the type of PPE being worn.
 - c. The type of sampling cassette or media used.
 - d. The locations of samples and activities being performed during the sampling period.
 - e. Sampling pump manufacturer, model number, and serial number.
 - f. Beginning flow rate, end flow rate, and average flow rate (L/min).
 - g. Equipment and equipment identifier (serial number, etc.) used to calibrate flow rates.
 - h. Sample period start time, stop time, and elapsed time (in minutes).
 - i. Total air volume sampled (liters).

3. Submit the following additional information for all wipe sampling events, regardless of the type of sampling:
 - a. Purpose/type of wipe sample (e.g. inside or outside work area, baseline, clearance, etc.).
 - b. The type of sampling wipes, templates, sample containers, or other media used.
 - c. Lot number and expiration date of wipes used.
 - d. The total area sampled in square feet, square centimeter, or other unit which is capable of being converted to square feet or square centimeter.
 4. Submit the following additional information for all clearance monitoring events:
 - a. Signed and completed final visual inspection forms.
 5. Submit the following additional information for clearance monitoring events conducted after the complete removal of poured polyurethane gym flooring classified as a hazardous waste for mercury:
 - a. Temperature and relative humidity logs collected during the sampling period.
 6. Documentation for all sampling events must be submitted to the Owner within 24 hours of receiving the finalized laboratory results.
- B. Work area inspections and clearances.
1. Documentation of final visual inspections must:
 - a. Include the time and date of the inspection.
 - b. The name, signature, and the State of Alaska Asbestos Abatement Certificate of Fitness number and expiration date of the IIHT conducting the inspection.
 - c. The name and signature of the IIHT conducting the inspection for non-asbestos-related work.
 - d. The IIHT's client which authorized the inspection.
 - e. The name of the GC, the HRC, and the HRC's Competent Person.
 - f. A written description of the location the inspection is being performed.
 - g. A sketch or drawing of the location the inspection is being performed.
 - h. Indicate whether the work area was satisfactorily cleaned or indicate that the work area was not satisfactorily cleaned.
 - i. If the work area was satisfactorily cleaned, include a statement that the work area is ready for clearance air monitoring.
 - j. If the work area was not satisfactorily cleaned, indicate the deficiencies noted and the recommended corrective actions to be taken.
 - k. If encapsulants are used, and if those encapsulants were tinted, indicate the color which was used to tint the encapsulant and/or what color the encapsulant appears after drying.
 - l. Be uniquely labeled or titled so that it can be referenced by other documentation.
 2. Clearance monitoring documentation must:
 - a. Indicate the unique label or title of the satisfactory final visual inspection for the work area.

- b. Indicate whether encapsulant was used, and if so, indicate whether the encapsulant has tried to the touch.
 - c. Include a statement that the clearance air samples were collected using aggressive means.
 - d. Include all other sampling documentation required by this section.
- 3. Documentation for all work area inspections and clearance events must be submitted to the Owner within 24 hours of receiving the finalized laboratory results.
- C. Project Logs.
 - 1. Submit all project logs no later than 24 hours after the end of shift.
 - 2. The HRC's written daily log must include:
 - a. The date and time the work took place.
 - b. The name and signature of the Competent Person.
 - c. The name of the CPIH and a description of the type(s) of sampling and inspections performed by the CPIH.
 - d. A description of the work being performed.
 - e. A sketch or drawing showing the location of the work being performed.
 - f. The types and quantities of hazardous materials removed.
 - 3. Regulated area sign-in sheets must include:
 - a. The date and time the work took place.
 - b. The name and signature of the Competent Person.
 - c. A description of where the work is being performed, and if more than one regulated area is present, which regulated area the sign-in sheet applies to.
 - d. The name and signature of each person entering and exiting the regulated work area.
 - e. The State of Alaska Asbestos Abatement Certificate of Fitness number for each person entering and exiting the regulated work area.
 - 4. Pressure differential recordings for Negative Pressure Enclosures.
- D. Submit updates to the preconstruction submittals generated during the work.

1.11. DETAILS OF REQUIRED CLOSEOUT SUBMITTALS

- A. Completed disposal records:
 - 1. All information described in 40 CFR 61.150(d).
 - 2. For asbestos, disposal site receipts must include:
 - a. The name, address, and telephone number of the disposal site.
 - b. The date and time the asbestos wastes were received by the disposal site operator.
 - c. The name and signature of the disposal site operator's personnel who received the asbestos wastes.

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- d. A unique identifying number which can be traced to a waste shipment record.
- 3. The transportation and disposal of any materials classified as a hazardous waste by 40 CFR 261.3 must be documented using EPA Form 8700-22 "Uniform Hazardous Waste Manifest" (including, if necessary, EPA Form 8700-22A), or electronic manifest.
- 4. The transportation and disposal of any materials classified as a PCB waste by 40 CFR 761.3 must be documented using EPA Form 8700-22 "Uniform Hazardous Waste Manifest" (including, if necessary, EPA Form 8700-22A), or electronic manifest, a certificate of disposal in accordance with 40 CFR 761.218, and any additional information if required by 40 CFR 761 Subpart K.
- 5. If wastes crossed international boundaries, submit additional waste transport and disposal documentation as required by 40 CFR 262 Subpart H and as required by the country through which the wastes were transported.
- 6. Documentation for the disposal of each type of universal waste must include the following:
 - a. The generator name, address, and phone number.
 - b. The transporter name, address, and phone number.
 - c. The name, address, and phone number of the universal waste transfer facility and/or universal waste handler.
 - d. The name, address, and phone number of the destination facility.
 - e. The EPA identification number for each generator, handler, transporter, and destination facility.
 - f. The type of universal waste.
 - g. The date the universal wastes were first removed.
 - h. The quantity of universal waste.
 - i. The date the universal wastes were transferred to another universal waste handler, transporter, transfer facility, or destination facility.
- 7. Documentation for the recycling of heat transfer fluids other than those classified as a hazardous waste must include the following:
 - a. The name, address, and phone number of the site where the heat transfer fluids were removed.
 - b. The transporter name, address, and phone number.
 - c. The name, address, and phone number of the transfer facility and/or recycling facility.
 - d. The type of heat transfer fluids.
 - e. The date the heat transfer fluids were first removed.
 - f. The quantity of heat transfer fluids.
 - g. The date the heat transfer fluids were transferred to another transporter, transfer facility, or final recycling facility.
- 8. Documentation for the disposal of items with radioactive components waste must include the following:
 - a. The name, address, and phone number of the site where the items with radioactive components were removed.
 - b. The transporter name, address, and phone number.
 - c. The name, address, and phone number of the final destination facility.

- d. The manufacturer name, model number, serial number, manufacture date, life rating, and date of removal for each item with radioactive components.
 - e. Copies of notifications to the NRC and State Director.
- 9. Documentation for the disposal of ozone depleting substances must include the following:
 - a. The name, address, and phone number of the site where the ozone depleting substances were removed.
 - b. The transporter name, address, and phone number.
 - c. The name, address, and phone number of the transfer facility and/or final recycling or destruction facility.
 - d. The types of ozone depleting substances removed, to include information on any other substances or contaminants which were present in the ODS that would affect how the ODS is regulated, such as those described in 40 CFR 82 Subpart F Appendix A.
 - e. The date the ozone depleting substances were first removed.
 - f. The quantity of ozone depleting substances.
 - g. The date the ozone depleting substances were transferred to another transporter, transfer facility, and/or final recycling or destruction facility.
- 10. Documentation for the recycling of metallic lead materials must include the following:
 - a. The name, address, and phone number of the site where the metallic lead materials were removed.
 - b. The transporter name, address, and phone number.
 - c. The name, address, and phone number of the transfer facility and/or recycling facility.
 - d. The type of metallic lead materials.
 - e. The date the metallic lead materials were first removed.
 - f. The quantity of metallic lead materials.
 - g. The date the metallic lead materials were transferred to another transporter, transfer facility, or final recycling facility.
- 11. If more than one form is used to document the transportation and disposal of any hazardous material, each form must contain a unique identifying number, page number, and total page count.
- B. In addition to these submittals, the closeout submittals must include all updates to previously submitted information as necessary to ensure the documentation requirements of this section are fulfilled.

1.12. PERFORMANCE REQUIREMENTS FOR SUBMITTALS

- A. All types of submittals must be submitted as a "submittal package" with all required documentation for the type of submittal, must be reasonably organized, and must not contain duplicate information or other information not required by this section. Piecemeal submittals, incomplete submittals, disorganized submittals, or submittals containing duplicative or unnecessary information will be rejected without review and returned to the HRC for revision.
- B. The HRC must provide the initial Preconstruction Submittal package required by this section to the Owner no less than 14 days prior to the planned start of work.

- C. Periodic Submittals must be provided to the Owner within the timeframes specified for each submittal item. Where no timeframe is provided, the Periodic Submittals must be provided at least weekly.
- D. The HRC must provide the initial Closeout Submittal package required by this section to the Owner no later than 14 days after demobilization from the site by the HRC.
- E. The performance requirements for submittals apply to each construction season and phase separately.
- F. The Owner will provide written acceptance or rejection of all submittals no later than 10 days after receiving the submittals.
- G. Failure to deliver submittals in accordance with these performance requirements and/or failure to submit any documentation required by this section may result in the withholding of payment until such time a resolution has been reached to the satisfaction of the Owner.

PART 2 - PRODUCTS

2.01. GENERAL

- A. The HRC and GC must provide and maintain a sufficient quantity of materials and equipment required to complete the work of the project. This may include, but is not limited to, HEPA vacuums, scrapers, sprayers, nylon brushes, brooms, disposable mops, rags, sponges, staple guns, shovels, ladders and scaffolding of suitable height and length, fall protection devices, water hoses, airless spray equipment, and any other tools, materials or equipment required to conduct the hazardous materials removal work.
- B. All products used during the work must be used in strict accordance with the manufacturer's instructions.
- C. Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination.
- D. Flammable and combustible materials must not be stored inside of any structure, and if stored elsewhere onsite, must be stored in a container specifically designed for the storage of such materials.
- E. Provide Ground-Fault Circuit Interrupters (GFCI) for all electrical equipment.
- F. All electrical-related work must be performed by a licensed electrician.

2.02. BACKUP ELECTRICAL SOURCES

- A. Provide at least one backup electrical source, such as a standby or backup generator, independent of the building's electrical systems and any other primary electrical systems established by the GC, which has sufficient capacity and rating to supply the maximum expected electrical demand of all electrical devices required to run continuously during the abatement work, including, but not limited to negative air machines, pressure differential monitoring devices, and other critical systems.

2.03. CHEMICALS

- A. Maintain Safety Data Sheets (SDS) at the jobsite for all hazardous chemicals under OSHA 29 CFR 1926.59 - Hazard Communication and 8 AAC 61.1110 - Additional Hazard Communication Standards.
- B. Solvent must be compatible with replacement materials, must be nonflammable, and must not contain methylene chloride, glycol ether, or halogenated hydrocarbons. Solvents used onsite must have a flash point greater than 140 degrees F.
- C. Chlorinated compounds shall not be used with any product.
- D. Water used for asbestos abatement must be amended using wetting agents or surfactants specifically designed for such use.
- E. All types of encapsulant (bridging, penetrating, lock-down, high-temperature, removal, etc.) must be specifically designed for use in asbestos encapsulation applications, non-flammable, non-combustible, non-toxic, and must be compatible with all replacement products.
- F. Chemical paint strippers must be bio-degradable, capable of removing existing paint layers in one application, be formulated to prevent stain, discoloration, or raising of the substrate materials, and must be acceptable to the Owner.
- G. Neutralizers for paint strippers must be compatible with the substrate and suitable for use with the chemical stripper that has been applied to the surface.

2.04. DANGER SIGNS AND TAPE

- A. Use danger signs and tape which comply with 29 CFR 1926.62(m); 29 CFR 1926.200; 29 CFR 1926.1101(k)(7); and ANSI Z535 series standards.

2.05. DECONTAMINATION AREA

- A. Provide decontamination areas in accordance with 29 CFR 1926.1101(j).

2.06. DISPOSAL CONTAINERS

- A. All disposal containers for asbestos wastes must:
 - 1. Be leak-tight.
 - 2. Use a minimum of 6-mil polyethylene.
 - 3. Be labeled in accordance with 29 CFR 1926.1101(k)(8); 40 CFR 61.149(d)(1) and 40 CFR 61.149(e)(1); 40 CFR 61.150(a)(1); 40 CFR Appendix D to Subpart E of Part 763; and 49 CFR 172.101.
 - 4. Be weatherproof and must be preprinted on the disposal container or affixed directly to the disposal container.
 - 5. Meet any additional requirements of the disposal site operator.

2.07. DUCT TAPE

- A. Use commercial grade duct tape which is compatible with existing substrates and materials being used; capable of withstanding the forces encountered during the work, such as for air movement, the weight of weight of water, equipment, personnel, and materials, from punctures, and other expected forces; and that is capable of maintaining bonding strength in wet or dry conditions throughout the temperature extremes expected to be encountered during the work.

2.08. GLOVEBAGS AND GLOVEBOXES

- A. All glovebags must meet or exceed the following minimum specifications:
 - 1. Must not be larger than 60" x 60".
 - 2. Must have glove-like appendages through which materials and tools may be handled.
 - 3. Must be a minimum of 6-mil thick.
 - 4. Must be seamless at the bottom.
 - 5. Must be used without modification.
- B. All gloveboxes must meet or exceed the following minimum specifications:
 - 1. Must have rigid sides and made from metal or other material which can withstand the weight of the materials, tools, and water used during removal.
 - 2. Must use a minimum of 6-mil thick polyethylene sheeting.
 - 3. Must have a negative pressure generator capable of maintaining negative pressure in the system.
 - 4. Must have an air filtration unit attached to the glovebox.
 - 5. Must be fitted with gloved apertures.
 - 6. Must have an aperture at the base of the box of adequate size to serve as a bagging outlet for waste asbestos and water.

2.09. HEPA FILTERS

- A. Use only HEPA filters certified as capable of capturing particulates of 0.3 microns with 99.97% efficiency when tested in accordance with UL 586, IEST-RP-CC series, or MIL-STD-282. HEPA filters must be labeled with the certifying organization.
- B. All equipment using HEPA filters must be designed so that all the air drawn into the equipment is expelled through one or more HEPA filters with none of the air leaking past any portion of the equipment prior to passing through the HEPA filters.

2.10. LABELS

- A. Provide labels for each hazardous material waste covered by this section which conform to the requirements of 29 CFR 1926.200; 29 CFR 1926.1101(k)(8); 40 CFR 262.31; 40 CFR 763.95; 49 CFR 172.101; 49 CFR 172 Subpart E, and ANSI Z535 series standards.

2.11. LOCAL EXHAUST VENTILATION

- A. Use HEPA-filtered local exhaust ventilation meeting or exceeding the performance requirements of ASSP Z9.2.
- B. In addition to the above specifications, local exhaust ventilation used for any work involving mercury dust or vapor must be designed specifically for that purpose, have an activated charcoal filter, and at least one HEPA or ULPA filtration stage.

2.12. MARKINGS

- A. Provide markings for each hazardous material waste covered by this section which conform to the requirements of 40 CFR 262.32 and 49 CFR 172 Subpart D.

2.13. NEGATIVE AIR MACHINES

- A. Use HEPA-filtered negative air machines which are capable of meeting or exceeding the performance requirements for Negative Pressure Enclosure in 29 CFR 1926.1101(g)(5)(i).
- B. In addition to the above specifications, negative air machines used for any work involving mercury dust or vapor must be designed specifically for that purpose, have an activated charcoal filter, and at least one HEPA or ULPA filtration stage.

2.14. PACKAGING

- A. Provide packaging for each hazardous material waste covered by this section which conform to the requirements of 40 CFR 262.30, 40 CFR 761 Subpart D, 49 CFR 173, 49 CFR 178, and 49 CFR 179.

2.15. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A. General
 - 1. Provide and maintain a sufficient quantity of Personal Protective Equipment (PPE) designed to protect the ears, eyes, face, head, body, lungs, and extremities to all employees engaged in hazardous material removal work in accordance with the requirements of 29 CFR 1926.28, 29 CFR 1926.62, 29 CFR 1926.1101, 29 CFR 1926 Subpart E, 29 CFR 1926.95, and other sections of 29 CFR Part 1926 as applicable.
 - 2. Required PPE for persons engaged in hazardous material removal work is anticipated to include, but not be limited to, respiratory protective devices, protective clothing, gloves, protective footwear, eye and face protections, hearing

protection, fall protection, protective shields, and barriers. Additional PPE must be provided to persons engaged in hazardous material removal work as necessary to protect those employees due to situations such as: other conditions which may be present at the site, conditions caused as a result of the HRC's choice of means and methods to complete the work, or due to hazards which are incidental to the hazardous material removal work. The HRC must perform an assessment of the potential hazards present for each work task being performed and must provide PPE as necessary to protect employees and others from those hazards. The assessments must be documented in writing and maintained at the work site. The elements of the assessment may include, but are not limited to, those elements described in Appendix B to 29 CFR 1910.120; Appendix B to Subpart I of 29 CFR 1910; OSHA Publication 3071 for Job Hazard Analysis; or in USACE EM 385-1-1.

3. PPE must be of commercial quality, bear the manufacturer's name, and certified to meet or exceed any performance and labeling requirements specified by applicable regulations. Examples which demonstrate compliance with this requirement include, but are not limited to:
 - a. Respirators which are approved for use by NIOSH in accordance with 42 CFR 82 and meet the requirements of ANSI/ISEA Z88 series standards.
 - b. Protective ensembles which are certified by NFPA 1990.
 - c. Protective clothing meeting the requirements of ANSI/ISEA 101.
 - d. Foot protection meeting the requirements of ANSI Z41.1.
 - e. Hand protection meeting the requirements of ANSI/ISEA 105.
 - f. Eye and face protection meeting the requirements of ANSI/ISEA Z87.1.
 - g. Head protection meeting the requirements of ANSI/ISEA Z89.1.
 - h. Protective equipment meeting the requirements of ISO 13.340.
- B. Provide the Owner or representative of an authority having jurisdiction with at least two complete sets of personal protective equipment as required for entry into and inspection of all areas of the regulated work area.
- C. Select and use respiratory protective devices in accordance with 29 CFR 1910.134(d) and 1926.1101(h)(3).
- D. Breathing air quality and use must meet the requirements of 29 CFR 1910.134(i).

2.16. PLACARDS

- A. Provide placards for each hazardous material waste covered by this section which conform to the requirements of 40 CFR 262.33 and 49 CFR 172 Subpart F.

2.17. POLYETHYLENE SHEETING

- A. All polyethylene sheeting used for hazardous material work including, but not limited to, the containment of regulated work areas, construction of decontamination areas, isolation of HVAC systems, as a drop cloth, glovebags, disposal containers and liners, etc. must meet the following minimum requirements:
 1. Be 6-mil thick or greater.
 2. Must be impermeable.

3. Meet the performance requirements of ASTM E84, ASTM D4397 or ASTM D4801, and NFPA 701.

2.18. PRESSURE DIFFERENTIAL MONITORING DEVICE

- A. Provide a pressure differential monitoring device for hazardous material work conducted in Negative Pressure Enclosures. The device must:
 1. Be capable of continuous operation.
 2. Be capable of measuring pressure differential in a minimum range of +0.25" to - 0.25" of water column.
 3. Have a continuous data logging feature which can store measurements in electronic format, record measurements on physical printouts, or both.
 4. Be capable of setting alarm setpoints.
 5. Have audible and visual alarm or be able to signal these alarms.

2.19. SANITATION SYSTEMS

- A. Provide potable water; nonpotable water; toilets; food handling; temporary sleeping quarters; washing facilities; eating and drinking areas; vermin control; and change rooms in accordance with 29 CFR 1926.51, 29 CFR 1926.62. and 29 CFR 1926.1101(j).

2.20. SPILL RESPONSE MATERIALS

- A. Provide spill response materials including, but not limited to, containers, adsorbent, shovels, and personal protective equipment. Spill response materials must be available at all times when hazardous materials are being handled or transported. Spill response materials must be compatible with the type of material being handled.

2.21. VACUUMS

- A. Use vacuums which have been designed with a HEPA filter as the last filtration stage for general hazardous materials work. The vacuum cleaner must be designed so that all the air drawn into the machine is expelled through the HEPA filter with none of the air leaking past it.
- B. Vacuums used for any work involving mercury dust or vapor must be designed specifically for that purpose, have an activated charcoal filter, and at least one HEPA or ULPA filtration stage.
- C. All vacuums must be operated and maintained in accordance with the manufacturer's instructions.

2.22. WARNING SIGNS AND TAPE

- A. Use warning signs and tape which comply with 29 CFR 1926.200; 29 CFR 1926.1101(k)(7); and ANSI Z535 series standards.

PART 3 - EXECUTION

3.01. GENERAL

- A. No work covered by this section may commence until all required Preconstruction Submittals have been approved, a preconstruction meeting held, the pre-work inspections have been completed, and a written authorization to proceed with the work is provided by the Owner.
- B. All hazardous materials removal work covered by this section must be performed in accordance with the occupational health and safety regulations of 29 CFR Part 1926, 8 AAC 61, and any other applicable occupational health and safety standards. In addition to these requirements, the following requirements apply to specific hazardous materials:
 - 1. All work involving asbestos must be performed in accordance with 29 CFR 1926.1101, 40 CFR 61 Subpart M, 40 CFR 763, 49 CFR 172 Subpart C, and 18 AAC 60.
 - 2. All work involving universal wastes must be performed in accordance with 40 CFR 273, 18 AAC 60, and 18 AAC 62.
 - 3. All work involving PCB-containing light ballasts must be performed in accordance with 40 CFR 761 and 18 AAC 60.
 - 4. All work involving heat transfer fluids which are not classified as hazardous waste as defined by 40 CFR 261.3 must be performed in accordance with 40 CFR Subchapter I, 18 AAC 60, 18 AAC 72, and 18 AAC 75.
 - 5. All work involving equipment with radioactive components must be performed in accordance with 10 CFR Chapter I, 18 AAC 60 and 18 AAC 85.
 - 6. All work involving ozone depleting substances must be performed in accordance with 40 CFR 82.
 - 7. All work involving hazardous wastes as defined by 40 CFR 261.3 must be performed in accordance with 40 CFR Subchapter I and 18 AAC 62.
 - 8. All work involving lead-containing materials must be performed in accordance with 29 CFR 1926.62 and 18 AAC 60.
- C. All hazardous materials transportation work covered by this section must be performed in accordance with the transportation regulations of 49 CFR Subchapter C and 17 AAC 25.
- D. The disposal of hazardous materials covered by this section must be performed in accordance with the regulations of 10 CFR Chapter I, 40 CFR 82, 40 CFR Subchapter I, 40 CFR 761, 49 CFR Subchapter C, and 17 AAC 25.
- E. Comply with applicable codes and requirements related to fire protection and prevention, emergency egress, first aid, and other similarly related elements.

3.02. PRE-WORK ACTIVITIES

- A. The Contractor must perform the following pre-work inspections and preparations prior to starting any work covered by this section:
 - 1. With the assistance of the Owner, determine if there are any special or unique conditions within the work area, such as controls or equipment which may require access during the hazardous materials removal work by non-contractor personnel, that may necessitate modification or revision of the Contractor's approved HAP.
 - 2. Determine the extents of each individual work area and the work to be performed within those areas, and confirm that the conditions, work areas, and work to take place is in accordance with the Contractor's approved HAP. If materials are identified that may be contacted or disturbed by the work that are not classified as asbestos-containing or non-asbestos-containing in the Hazardous Materials Assessment, the CPIH must collect bulk samples of those materials in accordance with this section.
 - 3. If the HAP or other submittal elements required by this section require modification or revision due to discoveries made during the pre-work inspections and preparations, the Contractor must submit those modifications and/or revisions to the Owner for review and approval prior to starting work.

3.03. PRE-WORK NOTIFICATIONS AND AUTHORIZATIONS

- A. The Contractor must submit a "Notification of Demolition and Renovation" to the EPA Region X NESHAP coordinator at least 10 working days prior to starting the work if required by 40 CFR 61.145. The notification must be updated periodically if the amount of asbestos affected changes by at least 20 percent, if the start or end dates change, or as otherwise required by 40 CFR 61.145(b).
- B. The Contractor must submit notification to, and receive approval from, the Alaska Department of Labor (DOL) in accordance with 8 AAC 61.620(b).
- C. If required by the disposal site, obtain written authorization to dispose of asbestos wastes.

3.04. PRE-CLEANING AND WORK AREA PREPARATION ACTIVITIES

- A. There is no requirement to remove all pre-existing dusts, debris, or components contaminated by the hazardous materials from the site unless noted otherwise and elsewhere in this section or the contract documents, or if it is necessary to complete the work in accordance with this section, or because the HRC or GC determines it to be a more cost-effective means of completing the work.
- B. Work involving the removal of hazardous materials which are intact and not contaminated by other hazardous materials are not required by this section to be cleaned and may be performed with moveable objects in place so long as those moveable objects are protected by at least one layer of 6-mil polyethylene sheeting.
- C. Moveable objects remaining in the work area which the Owner chooses to leave in place must be removed prior to establishing the regulated area unless those objects are contaminated by any hazardous material covered by the work of this section. Contaminated moveable objects which are cleanable and can be decontaminated may be cleaned and

removed prior to establishing the regulated area. Noncleanable moveable objects must remain in the regulated area and be removed and disposed of after the regulated area has been established.

- D. Non-moveable objects, fixed objects, and remaining exposed surfaces in the work area which are cleanable must be cleaned using industry standard protocols for the type of hazardous material present prior to establishing the regulated area. Non-moveable objects, fixed objects, or remaining surfaces which cannot be cleaned using industry standard protocols for the type of hazardous material present must be decontaminated or removed and disposed of after the regulated area has been established.
- E. Objects and surfaces remaining in the work area after the precleaning activities have been completed must be covered and protected using a minimum of 2 layers of polyethylene sheeting and sealed using duct tape, spray adhesive, or other approved method.

3.05. SPECIFIC REQUIREMENTS OF THIS SECTION

- A. All work covered by this section that is performed indoors must be performed within a regulated area using critical barriers as a minimum.
 - 1. Exceptions to this requirement:
 - a. Class IV asbestos work.
 - b. Intact removal of asbestos-containing material.
 - c. Buildings scheduled for complete demolition which will not be reoccupied after abatement and prior to demolition.
 - d. Work classified as small-scale short-duration.
 - e. Isolated glovebag or glovebox work.
- B. Work which includes the removal or disturbance of asbestos-containing roof coatings, cements, and mastics is required by this section to be performed as a Class II asbestos operation.
- C. Reliance on OSHA's "Flooring Settlement Agreement" as justification to reduce the minimum work area protections required by this section is prohibited.
- D. The following materials are classified by this section as a Regulated Asbestos-Containing Material:
 - 1. Asbestos-containing sheet vinyl and its associated mastics and leveling compounds, or any materials contaminated by these items.
 - 2. Loose fill vermiculite insulation.
- E. Negative air machines and local exhaust ventilation must not use any building HVAC systems as a means of transporting air into or out of the regulated areas; must exhaust to the exterior of the building, no less than 30 feet away from building HVAC intakes, and must be exhausted to an area with the least amount of personnel traffic to the greatest extent practicable.
- F. Work conducted adjacent to occupied areas must be obscured from those occupants to the greatest extent practicable.

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- G. The HRC must document all work covered by this section they perform on a written daily log.
- H. All regulated work areas must maintain a sign-in sheet to record all persons entering and exiting the regulated work area.
- I. All asbestos-containing wastes removed from the site, including those classified as Category I Non-Friable ACM, Category II Non-Friable ACM, RACM, and materials containing asbestos at a concentration of less than or equal to 1% asbestos must have a waste shipment record and a disposal receipt indicating receipt by the disposal site operator.
- J. Where encapsulants are used, and when the area or components where they are used will not be visible to normal building occupants after the completion of construction, the encapsulant must be tinted with a unique color in a manner which does not obscure underlying substrates.
- K. All hazardous materials covered by this section which are defined as a universal waste by 40 CFR 763.9 must be managed as universal wastes by this project in accordance with 40 CFR 273. "Green-tip" or "eco" fluorescent lamps are required by this section to be managed as a universal waste, regardless of mercury content.
- L. Onsite treatment as defined by 40 CFR 260.10 of any wastes covered by this section is prohibited.
- M. All heat transfer fluids which are removed and will not be reused must be sent to an offsite facility for recycling.
- N. Removal of poured polyurethane gym flooring classified as a hazardous waste for mercury must be performed within a Negative Pressure Enclosure (NPE) which meets or exceeds the specifications for an NPE as defined by 29 CFR 1926.1101(g)(5)(i).
 - 1. Exceptions to this requirement:
 - a. Buildings scheduled for complete demolition which will not be reoccupied after abatement and prior to demolition.
 - b. Isolated removal which can be contained using a glovebag or glovebox.
 - 2. The HRC must maintain a sign-in sheet to record all persons entering and exiting the NPE.
- O. The disturbance of lead-containing materials is subject to regulation by 29 CFR 1926.62, and it is the 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. The Contractor may elect to have the CPIH collect bulk samples of each affected material to determine if "detectable levels of lead" are present in the material. Any results which indicate lead above the limits of detection must be considered as having "detectable levels of lead" and therefore subject to both the monitoring and testing requirements of this contract. The maximum allowable limit of detection is 60 ppm for the purposes of determining if "detectable levels of lead" are present.
- P. Miscellaneous hazardous materials must not be stored onsite for more than 90 days and must be received by the destination facility within 180 days of being shipped off site.

3.06. MATERIALS TESTING REQUIREMENTS

- A. Any asbestos materials requiring bulk sampling by this section must meet the following minimum bulk sampling requirements for each homogeneous area:
1. Surfacing materials:
 - a. At least three (3) bulk samples shall be collected from each homogeneous area that is 1,000 square feet or less.
 - b. At least five (5) bulk samples shall be collected from each homogeneous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
 - c. At least seven (7) bulk samples shall be collected from each homogeneous area that is greater than 5,000 square feet.
 - d. At least one (1) additional bulk sample for every additional 1,000 square feet of material.
 2. Thermal System Insulation (TSI):
 - a. At least three (3) bulk samples shall be collected from each homogeneous area of TSI.
 - b. At least one (1) bulk sample from each homogeneous area of patched thermal system insulation if the patched section is less than 6 linear or square feet.
 - c. In a manner sufficient to determine, which must include at least two (2) bulk samples, from each insulated mechanical system where cement or plaster is used on fittings such as tees, elbows, or valves.
 - d. Bulk samples are not required to be collected from any homogeneous area where the accredited inspector has determined that the thermal system insulation is fiberglass, foam glass, rubber, or other non-ACBM.
 3. Miscellaneous materials:
 - a. At least two (2) bulk samples shall be collected from each homogeneous area that is less than 500 square feet.
 - b. At least three (3) bulk samples shall be collected from each homogeneous area that is greater than or equal to 500 square feet but less than 1,000 square feet.
 - c. At least five (5) bulk samples shall be collected from each homogeneous area that is greater than 1,000 square feet but less than or equal to 5,000 square feet.
 - d. At least seven (7) bulk samples shall be collected from each homogeneous area that is greater than 5,000 square feet.
 - e. At least one (1) additional bulk sample for every additional 1,000 square feet of material.
- B. All lead-containing waste streams must be TCLP tested in accordance with 40 CFR 261 to determine disposal requirements. Other hazardous materials which are managed in accordance with this section do not require additional testing.
- C. Testing of the hazardous materials may become required for reasons encountered during the work, including, but not limited to:

1. Additional miscellaneous hazardous materials covered by this section are generated which have not had a hazardous waste determination or been otherwise characterized prior to their generation.
 2. If miscellaneous hazardous materials generated by the work covered by this section cannot be managed as specified herein.
 3. There is reason to believe that additional potentially hazardous constituents are present in the miscellaneous hazardous materials covered by this section which have not been previously identified and where the presence of those other constituents would affect the Contractor's ability to properly execute any of the worker protection, packaging, labeling, transportation, disposal, documentation, or other requirements of this section.
- D. The Owner must be notified immediately, and prior to, any miscellaneous hazardous materials testing being performed on the wastes covered by this section. Such notification must include the following information:
1. The reason why the miscellaneous hazardous materials cannot be managed as specified herein or otherwise require testing.
 2. A sampling and analysis plan.

3.07. MONITORING

A. Asbestos

1. General
 - a. For all work covered by this section which requires the establishment of a regulated area, air monitoring must be performed.
 - b. Air monitoring must be performed at all times work covered by this section is being conducted for the duration of the project.
 - c. Air monitoring must be performed by the CPIH.
 - d. The CPIH must submit lab blanks and field blanks in accordance with the requirements of the analytical method being used.
 - e. The quantities and types of air monitoring required by this section are the minimum requirements and apply to each regulated area and each shift separately.
 - f. A reduction of monitoring may be permitted at the discretion of the Owner upon written request from the CPIH. Modifications to any air monitoring procedures required by this section are prohibited unless the Owner issues a written authorization stating their acceptance of the proposed modifications. No modifications are allowed prior to receiving such authorization.
 - g. The minimum air monitoring requirements of this section apply to each regulated area and each shift separately.
 - h. Air monitoring is not required by this section for intact removal of asbestos-containing materials.
 - i. Air samples collected for analysis by NIOSH 7400 must have a sufficient volume of air drawn through the filter media to establish a minimum level of detection of less than 0.01 f/cc.
2. Air monitoring for the purpose of establishing background levels of airborne asbestos concentrations by NIOSH 7400 is not required by this section but may be performed at the discretion of the Contractor.

3. Monitoring of personnel:
 - a. Monitoring of personnel must be performed in accordance with 29 CFR 1926.1101.
4. For all interior work, and for exterior work which cannot be performed using non-aggressive means, air monitoring during the work must include:
 - a. A minimum of three (3) air samples from within the regulated area boundaries.
 - b. A minimum of three (3) air samples from areas outside of but adjacent to the regulated area boundaries.
 - c. One (1) air sample at the entrance to the regulated area.
 - d. One (1) air sample at the waste loadout area during waste loadout operations.
 - e. One (1) air sample at the approximate location of HEPA exhaust discharge.
5. For exterior work performed using non-aggressive means, air monitoring during the work must include:
 - a. A minimum of two (2) air samples from within the regulated area boundaries.
 - b. A minimum of two (2) air samples from areas outside of but adjacent to the regulated area boundaries.
6. For work classified as small-scale short-duration and where the employer has not completed a Negative Exposure Assessment for the work operation in accordance with 29 CFR 1926.1101(f)(2), air monitoring during the work must include:
 - a. A minimum of one (1) air sample taken from each of the employee's breathing zone.
 - b. A minimum of two (2) air samples collected directly adjacent to where the removal work is taking place.

B. Non-Asbestos-Containing Materials

1. There are no specific monitoring requirements for work involving the removal of intact and otherwise uncontaminated miscellaneous hazardous materials covered by the work of this section unless noted otherwise. However, monitoring may be performed at the Contractor's discretion for any reason. Such optional monitoring must come at no additional cost to the Owner.
2. Work involving the removal of non-intact or otherwise contaminated miscellaneous hazardous materials covered by the work of this section must include:
 - a. Monitoring of personnel performed in accordance with 10 CFR 20, 29 CFR 1926.55, and 8 AAC 61.
3. Work involving removal of the poured polyurethane gym flooring classified as a hazardous waste for mercury must include:
 - a. Monitoring of personnel performed in accordance with 29 CFR 1926.55 and 8 AAC 61.

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- b. Pre-work sampling to determine ambient mercury vapor concentrations. A minimum of two (2) mercury vapor samples exterior to the building and two (2) samples within the area of removal. The direct reading instrument or sampling and analytical method used must be capable of reporting mercury vapor concentrations below 60 ng/m³. Pre-work sampling must be performed in conditions similar to those typically encountered during normal operations of the facility (e.g. normal ventilation and temperature).
 - c. Monitoring of mercury vapor concentrations using a direct reading instrument at the entrance to the regulated area, waste loadout area during waste loadout operations, and at the approximate location of NPE exhaust discharge. Instruments must be set to alarm at 600 ng/m³. If mercury vapor concentrations exceed the alarm threshold, work must be immediately stopped, and corrective actions must be taken to reduce the concentrations below alarm threshold.
- 4. Work involving removal of lead-containing materials subject to regulation by 29 CFR 1926.62 must include:
 - a. Monitoring of personnel performed in accordance with 29 CFR 1926.62 and 8 AAC 61.
 - b. Pre-work sampling to determine existing lead in dust concentrations. A minimum of two (2) wipe samples collected within the area of removal and a minimum of two (2) wipe samples collected outside of the area of removal.
- 5. Where work is being conducted in a facility that meets the definition of a “child occupied facility” as defined by 40 CFR 745.223 but is otherwise not subject to regulation by 40 CFR 745, and the work involves removal of the lead-containing materials subject to regulation by 29 CFR 1926.62, the following monitoring must be performed in addition to other lead-related monitoring requirements of this section:
 - a. Pre-work sampling to determine existing lead in dust concentrations. A minimum of five (5) wipe samples collected within the area of removal and a minimum of five (5) wipe samples collected outside of the area of removal.
- 6. Wipe samples must be collected from undisturbed surfaces and must be collected from an area typically occupied during normal operations of the facility. Wipe samples must not be collected from the same location as a previous wipe sample.
- 7. Wipe samples must be of sufficient area to achieve a limit of detection of <10 µg/ft².
- 8. When required, monitoring must be performed at all times work covered by this section is being conducted for the duration of the work which requires monitoring.
- 9. Monitoring must be performed by the CPIH.
- 10. The CPIH must submit lab blanks and field blanks in accordance with the requirements of the analytical method being used.
- 11. The quantities and types of monitoring required by this section are the minimum requirements and apply to each regulated area and each shift separately.

12. A reduction of monitoring may be permitted at the discretion of the Owner upon written request from the CPIH. Modifications to any monitoring procedures required by this section are prohibited unless the Owner issues a written authorization stating their acceptance of the proposed modifications. No modifications are allowed prior to receiving such authorization.

3.08. WORK AREA INSPECTIONS AND CLEARANCES

A. Asbestos

1. General:

- a. All clearance air monitoring and final visual inspections must be performed by the IIHT.
- b. Final visual inspections must be performed at the completion of all asbestos removal activities, including for intact removal, exterior removal, work classified as small-scale short-duration, and any other work which disturbs and removes any quantity of asbestos from any location of the site.
- c. The final visual inspection must be thorough and performed in accordance with the protocols found in ASTM E1368 and 40 CFR 763 Subpart M.
- d. All final visual inspections and clearance air monitoring must be documented in writing.
- e. Clearance air monitoring is required for all work conducted inside of regulated areas unless noted otherwise by this section.
- f. If the work area requires the use and application of encapsulants of any type, clearance air monitoring may not begin until the applied encapsulant is dry to the touch.
- g. All clearance air monitoring must be performed using aggressive methods as described in Appendix A to 40 CFR 763 Subpart E.
- h. The IIHT must submit lab blanks and field blanks in accordance with the requirements of the analytical method being used.
- i. The quantities and types of air monitoring required by this section are the minimum requirements and apply to each regulated area separately.
- j. Onsite analysis of clearance air samples is prohibited.
- k. Clearance air monitoring is not required by this section for intact removal of asbestos-containing materials or for exterior asbestos removal activities.
- l. If any of the clearance air samples fails clearance criteria, the work area must be recleaned, receive an additional final visual inspection, and clearance air monitoring repeated.
- m. All regulated work areas must retain their status as a regulated work area until the Owner provides written notice that the work area may be deregulated.

2. TEM clearance air monitoring:

- a. Must be performed in accordance with the United States Environmental Protection Agency "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Non-Mandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR 763, Subpart E, Appendix A.
- b. Is required for all Class I asbestos work requiring the removal of greater than 25 linear feet or 10 square feet of asbestos-containing material.

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- c. Is required for all work requiring the removal of greater than 10 square feet of asbestos-containing resilient floor coverings and their associated mastics and leveling compounds, or for the removal of any materials contaminated by these items.
- d. Is required for all other interior work requiring the removal of greater than 160 linear feet or 260 square feet of asbestos-containing material.
- e. Must include a minimum of five (5) clearance air samples from within the regulated area boundaries.
- f. Each TEM clearance air sample collected must meet the pass/fail criteria in 40 CFR 763.90(i)(4). Averaging of the analytical results to achieve passing criteria is prohibited by this section.

3. PCM clearance air monitoring:

- a. Must be performed in accordance with the National Institute of Occupational Safety and Health (NIOSH) Manual of Analytical Methods (NMAM) Method 7400: Asbestos and Other Fibers by Phase Contrast Microscopy.
- b. May be performed for all other interior work which is not required to have TEM clearance air monitoring.
- c. Must include a minimum of five (5) clearance air samples from within the regulated area boundaries.
- d. Each PCM clearance air sample collected must meet the pass/fail criteria in 40 CFR 763.90(i)(5). Reanalysis of failed PCM clearance air samples using NIOSH NMAM TEM Method 7402 for the purposes of determining if passing clearance criteria has been achieved is prohibited by this section.

B. Non-Asbestos-Containing Materials

- 1. All clearance monitoring and final visual inspections must be performed by the IIHT.
- 2. Final visual inspections must be performed at the completion of all miscellaneous hazardous materials removal activities, including for intact removal, exterior removal, and any other work which disturbs and removes any quantity of miscellaneous hazardous material from any location of the site.
- 3. All final visual inspections and clearance monitoring must be documented in writing.
- 4. Clearance monitoring is only required for work involving the complete removal of poured polyurethane gym flooring classified as a hazardous waste for mercury unless noted otherwise. There are no clearance monitoring requirements for work involving the partial removal of poured polyurethane gym flooring classified as a hazardous waste for mercury or for the removal of any other miscellaneous hazardous material covered by this section when the work is performed in accordance with the requirements of this section.
- 5. The IIHT must submit lab blanks and field blanks in accordance with the requirements of the analytical method being used.
- 6. The quantities and types of clearance monitoring required by this section are the minimum requirements and apply to each regulated area separately.
- 7. Onsite analysis of clearance samples is prohibited.

8. If any of the clearance samples fails clearance criteria, the work area must be recleaned, receive an additional final visual inspection, and clearance monitoring repeated.
 9. All regulated work areas must retain their status as a regulated work area until the Owner provides written notice that the work area may be deregulated.
- C. Work involving complete removal of poured polyurethane gym flooring classified as a hazardous waste for mercury.
1. Clearance monitoring:
 - a. After satisfactory completion of a final visual inspection, the work area must be sealed and ventilation shut off for a period of at least 24 hours prior to starting clearance monitoring.
 - b. Temperatures inside of the removal boundaries must be maintained at a minimum of 70 degrees Fahrenheit or the maximum space design temperature, whichever is greater, for the duration of the sampling period.
 - c. Ventilation of the space within the removal boundaries during the sampling period is prohibited.
 - d. All clearance monitoring samples must be collected simultaneously and in one sampling period.
 - e. All samples must be collected from within a space located 30"-40" above the floor surface.
 - f. A minimum of five (5) mercury vapor samples must be collected from within the removal boundaries for work involving removal of <1,000 square feet. Collect at least one (1) additional sample for each additional 400 square feet of material removed.
 - g. A minimum of two (2) mercury vapor samples must be collected from spaces typically occupied during normal use of the facility near, but outside of, the removal boundaries.
 - h. A minimum of two (2) mercury vapor samples must be collected from the exterior of the building.
 - i. To achieve satisfactory clearance criteria, mercury vapor concentrations for each sample must be less than 60 ng/m³. If ambient exterior mercury vapor concentrations are greater than 60 ng/m³, then satisfactory clearance criteria is achieved when each sample is no greater than 110% of the ambient exterior mercury vapor concentrations.
- D. Work involving removal of lead-containing materials subject to regulation by 29 CFR 1926.62.
1. At the completion of the lead removal activities, a minimum of two (2) wipe samples collected within the area of removal and a minimum of two (2) wipe samples collected outside of the area of removal. To achieve satisfactory clearance criteria, each of the samples collected must be <200 µg/ft² or less than the existing lead in dust concentrations reported by the pre-work samples, whichever is lower.
 2. At the completion of the entire project, a minimum of three (3) wipe samples collected within the area of work for the entire project and a minimum of three (3) wipe samples collected outside of the area of work for the entire project in areas used by workers walking to and from the work area, as a contractor staging area, or other areas which were used by the Contractor during the work. To achieve satisfactory clearance criteria, each of the samples collected must be <10 µg/ft².

- E. Where work is being conducted in a facility that meets the definition of a "child occupied facility" as defined by 40 CFR 745.83 but is otherwise not subject to regulation by 40 CFR 745, and the work involves removal of the lead-containing materials subject to regulation by 29 CFR 1926.62.
1. At the completion of the lead removal activities, a minimum of two (2) wipe samples collected within the area of removal and a minimum of two (2) wipe samples collected outside of the area of removal. To achieve satisfactory clearance criteria, each of the samples collected must be $<200 \mu\text{g}/\text{ft}^2$.
 2. At the completion of the entire project, clearance monitoring must be performed using the procedures described in 40 CFR 745.227(e)(8). To achieve satisfactory clearance criteria, each of the samples collected must be less than the published Lead Dust Hazard Standards criteria current at the time of completion of the work.
- F. Where work is being conducted in a facility that meets the definition of a "child occupied facility" as defined by 40 CFR 745.83 and is subject to regulation by 40 CFR 745 due to the quantities of lead-based paints being removed.
1. At the completion of the lead removal activities, a minimum of two (2) wipe samples collected within the area of removal and a minimum of two (2) wipe samples collected outside of the area of removal. To achieve satisfactory clearance criteria, each of the samples collected must be $<200 \mu\text{g}/\text{ft}^2$.
 2. At the completion of the entire project, clearance monitoring must be performed using the procedures described in 40 CFR 745.227(e)(8). To achieve satisfactory clearance criteria, each of the samples collected must be less than the published Lead Dust Hazard Standards criteria current at the time of completion of the work.

3.09. POST-WORK ACTIVITIES

- A. The HRC must visually inspect areas impacted by their work activities for potential dust, debris, or contamination resulting from their miscellaneous hazardous materials work that may have been concealed after all regulated area protections, equipment, supplies, and other objects within their possession have been removed from those areas. If any dust, debris, or contamination resulting from their miscellaneous hazardous materials work is noted, the HRC must promptly clean up the dust or debris and record those actions on their daily report.
- B. The GC, HRC, and Owner must perform a final walk-thru of the work areas to inspect for any damage that may have occurred as a result of the HRC's activities at the site.
- C. The HRC must submit all documentation required by this section for Owner review and approval.
- D. After the HRC has demobilized from the site and all required submittals approved, then the requirements of this section will have been satisfied and final payment can be made.

END OF SECTION

JOINT SEALANTS

PART 1 GENERAL

1.01 NOTIFICATION OF POTENTIAL HAZARDS

- A. Asbestos, lead, and other 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 Division 1, Airborne Contaminant Control, and Division 2 specifications 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 RELATED SECTIONS

- A. Section 08 11 10 – Hollow Steel Doors and Frames
- B. Section 09 91 00 – Painting

1.03 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this Specification. The publications are referred to in the text by the basic designation only. In case of conflict, only the most stringent shall govern.
 - 1. ASTM C510 - Test Method for Staining and Color Change of Single or Multicomponent Joint Sealants.
 - 2. ASTM C717 - Terminology of Building Seals and Sealants.
 - 3. ASTM C719 – Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle).
 - 4. ASTM C920 - Specification for Elastomeric Joint Sealants.
 - 5. ASTM C1193 - Guide for Use of Joint Sealants.
 - 6. ASTM C1330 – Specification for Cylindrical Sealant Backing for use with Cold Liquid Applied Sealants
 - 7. ASTM D1667 - Specification for Flexible Cellular Materials Poly Vinyl Chloride Polymers and Copolymers Foam (Closed-Cell).

1.04 SUBMITTALS

- A. Sealants including colors, backing, and bond breaker: Manufacturer's Literature: Including recommendations for cleaning substrate, application temperatures, and compatibility with adjoining surfaces and application.
 - 1. Verify Sealant adhesion, primer, and staining requirements.
- B. Product Labeling: Each sealant material container shall bear the manufacturer's label and name, type, color, and applicable standards.

1.05 QUALITY ASSURANCE

- A. Manufacturer of sealant shall have been in the business of manufacturing construction sealants with at least 500 successful projects of similar size.
- B. Applicator shall be responsible for verifying sealants used are compatible with joint substrates.

1.06 DELIVERY AND STORAGE

- A. Deliver in the manufacturer's original unopened container, clearly identifying each product.
- B. Store under the manufacturer's recommendations.

1.07 TEMPERATURE REQUIREMENTS

- A. Do not apply sealants at ambient temperatures below those recommended in writing by the manufacturer, and in no case, in rain or snow or with dirt, frost, or water on the components.
- B. Install with temperatures between 25- and 55-degrees F. by temporary enclosure and heating as necessary for 12 hours before, during, and 24 hours after installation.
- C. Protect sealants until cured.

PART 2 PRODUCTS

2.01 GENERAL

- A. Compatibility: Provide sealants, backing, and primers that are compatible with one another and recommended by the manufacturer for substrates and conditions of service.
- B. Acceptable Sealant Manufacturers: Subject to compliance with specified criteria:
 - 1. Dow Corning www.dow.com
 - 2. General Electric www.gesealants.com
 - 3. Tremco www.tremco.com
 - 4. Sika Corporation www.usasika.com
 - 5. Sonneborn www.sonneborn.com

2.02 TYPICAL JOINT SEALANTS

- A. Typical use unless otherwise noted:
 - 1. Single component non-sag, non-staining, silicone type.
 - 2. Movement range 50 percent, plus or minus.
 - 3. Shore A hardness 15-25.
 - 4. Recommended in writing by the manufacturer for the condition of use.
 - 5. ASTM C920.
 - 6. Color: Match adjacent surfaces as closely as possible unless indicated otherwise on the DRAWINGS, using one of the manufacturer's standard colors, including black, white, brown, grey, or translucent.

2.03 DRY FOAM TAPE SEALANT

- A. Self-stick adhesive roll form with resilient PVC foam core per ASTM D1667.
 - 1. Pressure-sensitive adhesive on one side.
 - 2. 3/16-inch minimum thickness or as necessary for 30 percent compression in the completed joint.
 - 3. Closed cell water absorption: none.
 - 4. Corrosive reaction to bare metal: none.
 - 5. Service temperature range: 65 degrees F - 200 degrees F.
 - 6. Storage life: indefinite at 100 degrees F or below.
 - 7. Shrinkage: none.
- B. Acceptable Manufacturers: Subject to specified criteria:
 - 1. Schnee-Morehead, Inc. (ITW) www.gluespec.com
 - 2. Gaska-Tape Inc. www.gaska.com
 - 3. Saint Gobain Norseal www.tapesolutions.saint-gobain.com

2.04 BACKING MATERIALS AND BOND BREAKERS

- A. Flexible closed-cell polyethylene or polyurethane foam backing filler rod and bond break tips per ASTM C1330 and recommended in writing by the sealant manufacturer for joint conditions. Bond breaker materials shall not stain adjacent materials.
- B. Oversized thirty to fifty percent larger than joint width.
- C. Bond Breaker: The sealant manufacturer recommends pressure-sensitive tape to suit the application and prevent 3-sided adhesion where the backer rod cannot be used.

2.05 PRIMERS AND CLEANERS

- A. Recommended in writing by the sealant manufacturer for the joint material and condition of use.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine DRAWINGS and field conditions to receive sealants for defects that will adversely affect the work and for deviations beyond allowable tolerances.
- B. The beginning of installation shall mean the installer accepts existing conditions and can produce an acceptable job.

3.02 PREPARATION

- A. Clean and remove loose dirt, oil, corrosion, curing agents, protective coatings, existing sealants, waterproofer, moisture, frost, and other foreign material from surfaces to receive sealants and primers using approved techniques and cleaning agents recommended by the sealant manufacturer.

- B. Paint: Where scheduled, shall be applied after sealant application.
- C. Primer: Where the sealant manufacturer recommends, it shall be neatly applied before backing up materials and using the sealant. Mask or otherwise protect adjacent surfaces from the excess primer.

3.03 BACKING MATERIALS AND BOND BREAKERS INSTALLATION

- A. Install per ASTM C1193, approved sealant manufacturer's written recommendations, and the following. Apply acoustical sealants per ASTM C919. Verify non-staining of adjacent porous materials and compatibility.
- B. Use joint backer bond breaker filler rod for joints over 1/4-inch wide.
- C. Allow for the manufacturer's recommended width-to-depth ratio. Do not set deeper than the width of the joint.
- D. Do not stretch lengthwise to the joint.

3.04 SEALANT INSTALLATION

- A. Apply following the manufacturer's written recommendations for conditions of use.
- B. Mask as necessary to provide straight, neat edges.
- C. Size sealant materials to achieve the sealant manufacturer's recommended width-to-depth ratio: typical depth in the joint shall be 1/2 of the width of the joint. Sealant depth shall be 1/4 to 3/8-inch and joint width at least 2 times the expected movement.
- D. Install weep tubes to drain exterior cavities to outside at 16-inch maximum spacing.
- E. Lapped joints: shall receive continuous bed of sealant or sealant tape before assembly. Whenever practical, joints shall be bedded or coated continuously before assembly. Lap joint sealant shall have a minimum lap width of 3/8-inch by 1/4-inch minimum depth.
- F. Apply under continuous pressure ahead of the sealant gun.
- G. Tool joints should be used as soon as possible to produce a consistent smooth joint without voids and foreign matter shape sealant to shed water.
- H. Completed sealed joints shall have a uniform, straight sealant bead free of voids, sags, and foreign material.

3.05 JOINTS TO RECEIVE SEALANT

- A. Exterior: Building joints exposed to the weather and moisture in the completed work as expressly indicated on DRAWINGS and including:
 - 1. Door and window frames.
 - 2. Thresholds.

- B. Interior as expressly indicated on DRAWINGS and including:
 - 1. Around door frames.

3.06 CLEAN UP

- A. Remove surplus materials and excess sealant from surrounding surfaces after each day's work.

END OF SECTION

HOLLOW STEEL DOORS AND FRAMES

PART 1 GENERAL

1.01 NOTIFICATION OF POTENTIAL HAZARDS

- A. Asbestos, lead, and other hazardous materials in the building 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 Division 1, Airborne Contaminant Control, and Division 2 specifications for specific information concerning disturbing, removing, and disposing of these materials and the installation of new materials or components. This notification is provided under EPA and OSHA requirements.

1.01 RELATED SECTIONS

- A. Section 07 92 00 – Joint Sealants
- B. Section 08 71 00 – Door Hardware
- C. Section 09 91 00 – Painting: Field painting of doors and frames

1.02 APPLICABLE PUBLICATIONS

- A. The publications listed below form a part of this Specification. The publications may be referred to in the text by basic designation only. In case of conflict, the most stringent rules shall apply.
 - 1. ASTM A568 – Standard Specification for Steel, Sheet, Carbon and High Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for.
 - 2. ASTM A653 – Specification for Steel Sheet, Zinc-Coated (Galvanized), or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 3. ASTM A924 – Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
 - 4. ASTM C920 – Standard Specification for Elastomeric Joint Sealants
 - 5. ASTM C1036 – Specification for Flat Glass.
 - 6. ASTM C1048 – Specification for Heat-Treated Flat Glass – Kind HS, Kind FT Coated and Uncoated Glass.
 - 7. ASTM C1172 – Standard Specification for Laminated Architectural Flat Glass.
 - 8. ASTM E2112 – Standard Practice for Installation of Exterior Windows, Doors, and Skylights.
 - 9. ASTM E2190 – Specification for Sealed Insulating Glass Unit Performance and Evaluation.
 - 10. Steel Door Institute (SDI) /ANSI A 250.8-Recommended Specifications for Standard Steel Doors and Frames.
 - 11. Steel Door Institute (SDI)/ SDI-105 (ANSI A250.11) – Recommended Erection Instructions for Steel Frames.
 - 12. National Association of Architectural Metal Manufacturers (NAAMM) Hollow Metal Manufacturers Association Division (HMMA) Standard NAAMM: HMMA 810 – Hollow Metal Doors 820 - Hollow Metal Frames.

13. NAAMM: HMMA – Standard 840 - Installation and Storage of Hollow Metal Doors and Frames.
14. Society for Protective Coatings (SPC) – Systems and Specifications.
15. (NAAMM): HMMA 861 – Guide Specifications for Commercial Hollow Metal Doors and Frames.
16. International Building Code (IBC).
17. ANSI Z 97.1 – Safety Glazing Material Used in Buildings – Safety Performance Specifications and Methods of Test.

1.03 SUBMITTALS

- A. Indicate elevations, frame profile, construction, thickness, finish, anchor types and locations, and cutout locations for hardware, reinforcement, glass, and installation adjustment instructions.
- B. Provide a schedule of doors and frames using the same reference numbers for details and openings as those on the DRAWINGS.
- C. Certificate from Installer that installation meets these SPECIFICATIONS.

1.04 QUALITY ASSURANCE

- A. Conform to requirements of HMMA and these SPECIFICATIONS.
- B. Insulating glass fabricator: 25 similar successful jobs.

1.05 STORAGE AND PROTECTION

- A. Store above ground, vertically in a dry area, spaced and vented, protected from weather.

PART 2 PRODUCTS

2.01 DOORS

- A. HMMA 861 or SDI/ANSI A250 full flush face hollow steel construction and meeting this specification.
 1. Face Thickness: 0.053 inch (16 gauge).
- B. Hardware reinforcements: 0.093 inch (12 gauge) at hinges, locks, exit devices, and closers.
- C. Door Core
 1. Polyurethane or polystyrene foam insulation filled cavity.

2.02 FRAMES

- A. HMMA 861 or SDI/ANSI A250 hollow steel construction meeting this specification.
 1. Frames: 0.067 inch (14 gauge) thick.
 2. Continuously welded corners finished smooth.
 3. Minimum 0.093 (12-gauge) reinforcing plates around hardware. Continuous reinforcing along continuous hinges.

- B. Jamb Anchors: 0.042 inches (18 gauges) minimum hot dip galvanized evenly spaced not over 24 inches apart and 6 inches maximum from top and bottom of the door.
 - 1. Existing openings: provide 1/4-inch minimum diameter countersunk head anchors through each jamb in rough opening framing, spaced as indicated above.
 - 2. Pairs of doors: anchor header 8 inches from side jambs and not over 24-inch spacing.
 - 3. Floor Sill Anchors: 16 gauge galvanized.

2.03 MINIMUM EQUIVALENT GAGE THICKNESS

- A. Minimum uncoated steel thickness:
 - 1. 10 gauge 0.123 inches.
 - 2. 12 gauge 0.093 inches.
 - 3. 14 gauge 0.067 inches.
 - 4. 16 gauge 0.053 inches.
 - 5. 18 gauge 0.042 inches.

2.04 ACCESSORIES

- A. Frame Silencers: shop drill holes and provide 3 resilient rubber bumpers, each jamb 3/8-inch diameter for force fit into drilled hole per ANSI A156.16 type L03011.
 - 1. Not required on doors with gaskets or weather strips.
- B. Glazing Stops: rolled steel channel wrap-around shape height and mitered corners for the thickness of glass: Countersunk, corrosion-resistant tamperproof screws.
- C. Concealed wireways: Sheet metal blocks are placed inside frame-mounted electrical devices with wireways to a single location at the frame head.

2.05 GLAZING

- A. Glass and glazing in accord with glass manufacturer and Glazing Association of North America (GANA) manual.
- B. Double-glazed exterior doors and frames with 1/4-inch clear laminated glass per ASTM C1172 are made into sealed insulating units with 1/2 inches of airspace per ASTM E2190 class CBA requirements (overall thickness of one inch).
- C. Glaze interior non-fire-rated doors and frames with 1/4-inch clear laminated safety glass per ASTM C1048.
- D. Permanently label glass identifying manufacturer, standard complied with, and glass thickness in accord with IBC 2406.

2.06 HARDWARE

- A. Coordinate Hardware with Section 08 71 00 – Door Hardware.

2.07 FABRICATION

- A. Fabricate following HMMA 861, SDI/ANSI A250, these specifications, and approved

submittals. Doors and frames shall be rigid, exposed welds and fabrication marks ground flush, smooth, neat in appearance, and free from defects, warp, or buckle. Accurately form metal to the required sizes and profiles. Close joints tight, even space, and flush.

- B. Fabricate typical doorframes with 5/8-inch-high integral stops and 2-inch faces, except frames in concrete masonry, which shall have a 4-inch header.
 - 1. Provide window stops with Torx security head screws.
 - 2. Provide a sheet steel enclosure box and wireway or 1/2-inch conduit to allow electrical device installations and wiring connections after the frame is installed. Provide a wireway from each electrical hardware location to a single electrical connection at the frame head-on openings scheduled for electric devices. Provide a wireway to strike and middle hinge locations for future electrical installations.
- C. Prepare doors and frames to receive the specified finish hardware and glazing, including cutouts, hardware, reinforcing plates welded in place around hardware attachment areas, drilling, and tapping for mortised hardware in accordance with the approved finish hardware schedule.
- D. Reinforce frames wider than 48 inches with formed steel channels or angles fitted tightly into the frame head, flush with the top.
- E. Close the top edge of exterior doors flush with an inverted steel channel closure. Seal the joints watertight. Provide weep holes in the bottom edge.

2.08 DOOR AND FRAME FINISH

- A. Hot dip galvanized doors and frames with 0.40-ounce zinc coating total both sides, conforming to ASTM A653 or A924 prior to factory cleaning and factory prime painting.
- B. Typical: factory chemically clean and phosphate treat for paint adhesion of door surfaces and each side of frames and factory prime paint with rust inhibiting prime paint following SPC or HMMA recommendations and for compatibility with field finish under Section 09 91 00 - Painting. Exposed surfaces to be smooth and free of scratches and paint runs.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine DRAWINGS and verify field conditions to receive frames for defects that adversely affect the work and deviations beyond allowable tolerances.
- B. Beginning of Work shall mean acceptance of existing conditions as capable of producing an acceptable job.

3.02 INSTALLATION

- A. Install frames rigidly attached to walls in accordance with SDI-105, HMMA 861, ASTM E2112, and the approved submittal.
 - 1. Install frames with electrical hardware to provide a continuous wireway from the frame-mount electrical device to the frame head for concealed inside-wall wiring.
- B. Frame Insulation:

1. Fill accessible voids in frames with unfaced batts of fiberglass insulation before installation.
- C. Seal both sides of frame to adjoining wall surfaces with a continuous bead of silicone sealant in accordance with Section 07 92 00 - Joint Sealants.

3.03 GLAZING

- A. Install glazing in hollow steel frames and stops per the Glass Association of North America Glazing Manual.

3.04 TOLERANCES

- A. Smooth, visually flat surfaces with maximum Diagonal Distortion (Warp) 1/16-inch gap under a straight edge, corner to corner.
- B. Plumb and square within 1/16 inch.
- C. Doors centered in frames with the following clearances:
1. Jambs and Head: 1/16 to 1/8 inches.
 2. Bottom: 1/8 to 1/2 inch from threshold or floor finish.
- D. Knocked down frame corners, even hairline crack joint, 1mm maximum, faces flush.
- E. Allow for and accommodate interfacing indicated substrate tolerances.

3.05 HARDWARE

- A. Install, after finish painting.
- B. Install following the hardware manufacturer's written recommendations, using proper templates for approved hardware in accordance with Section 08 71 00 – Door Hardware.

3.06 ADJUSTING

- A. Adjust completed door assemblies to swing freely, close smoothly, and latch easily with the latched door in uniform, with continuous contact with stops.
- B. Closed door shall not rattle.
- C. Doors with closers shall self-latch.

END OF SECTION

DOOR HARDWARE

PART 1 - GENERAL

1.01 NOTIFICATION OF POTENTIAL HAZARDS

- A. Asbestos, lead, and other 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 Division 1, Airborne Contaminant Control, and Division 2 specifications 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 SUMMARY

- A. Work under this section includes the project's door hardware requirements. The hardware schedule is based on wood doors, hollow metal doors, and metal frames. The quantities listed are for the contractor's convenience and are not guaranteed. Items not specifically mentioned but necessary to complete the work shall be furnished, matching the items specified in quality and finish.

1.03 RELATED REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to this Section
- B. Related Sections
 - 1. Section 08 11 10 - Hollow Steel Doors and Frames
 - 2. Section 28 10 00 – Electronic Access Control

1.04 REFERENCES

- A. Reference Standards: Current edition at date of bid
- B. ANSI/BHMA A156.18 – Materials and Finishes
- C. ICC/ANSI A117.1 – Accessible and Usable Building and Facilities
- D. Architectural Door Hardware for Standard Steel Doors and Frames

1.05 SUBMITTALS

- A. General Requirements: All Submittals shall be in accordance with Section 01300, Submittals.
- B. Product Data: Submit and upload one (1) electronic copy of the manufacturer's data for each item of door hardware to the Procore\Submittals.
- C. Hardware Schedule: Submit and upload one (1) electronic copy of a detailed Door Hardware Schedule to the Procore\Submittals. See 3.04 for the required format. Submittals not conforming to these requirements will be returned without review, for re-submittal.
 - 1. Indicate the complete designation of every item required for each door or opening.
 - 2. Furnish a cover sheet listing the title of the project as shown on the Contract Documents, the name, address, phone number, and e-mail addresses of the Owner, Architect, Contractor, and Supplier, the name of the Certified Door and Hardware Institute Consultant, and the date of submittal.
 - 3. List each opening individually under separate headings in the same order as the door schedule. Do not group like or similar doors under a single heading, and do not continue headings on separate pages.
 - 4. At each heading, indicate hardware group numbers, opening location, handing, active door, degree of opening, door name, size, type, fire rating, and door and frame material.
 - 5. Indicate the product manufacturer and incorporate cross-reference to symbols used in the Hardware Schedule attached to this Section.
 - 6. Include locations for miscellaneous items.
 - 7. Cross-reference abbreviations or symbols used.
 - 8. Index each opening's door number, heading, page number, and locking function.
 - 9. Schedules in coded or horizontal format are not accepted.
 - 10. Include a stop for electric closers.
 - 11. Processing: The architect will not review the hardware schedules until they have been reviewed and approved by the Contractor. Resubmit only corrected copies of those sheets requiring correction and update distributed copies with corrected sheets.
 - 12. Modifications: Update the Hardware Schedule and keep it current throughout the project duration.
 - a. Incorporate revisions conforming to specified requirements.
 - b. Submit only the cover sheet and revised pages.
 - c. Clearly identify changes from previous submittal content.
 - 13. The owner's Representative will review and approve the final submittal. Before approval, send one copy to:

Anchorage School District, Maintenance Department / Lock Shop
1301 Labar Street
Anchorage, AK 99515
 - 14. A review of the hardware schedule does not relieve the Contractor of the responsibility to fulfill project requirements per the Contract Documents.
 - 15. Affidavit of Coordination: A letter signed by an approved Door and Hardware Institute (DHI) hardware consultant stating they have reviewed the drawings and specifications and coordinated the hardware for completeness, substrates, and conditions of the project. **SUBMITTALS WITHOUT AFFIDAVIT WILL BE RETURNED UNREVIEWED.**

16. Submit Certified DHI Level Three: Advanced Technical Expertise qualification and certificate; Door and Hardware Consultant (DHC) or Door and Hardware Specification Consultant (DHSC) or Access Control Systems Consultant (ACSC).

D. Wiring Diagrams:

1. Submit one (1) electronic copy of the electronic hardware system riser and terminal-to-terminal wiring diagrams for each Electronic Hardware application, cross-referenced to Door Hardware submission and door Schedule.
2. Include voltage requirements along with product data and installation instructions.
3. Indicate connection points to equipment provided under Division 26.

E. Operations and Maintenance Data:

1. Submit Maintenance and Operations Manuals under Division 1, Operation and Maintenance Data provisions.
2. Content: Manuals shall contain a copy of the final installed door hardware submittal, product data, templates, parts lists and diagrams, installation and maintenance instructions, wiring diagrams, and product warranties.
3. Keying Floor Plan with door numbers, full building plan, electronic copy.

1.06 QUALITY CONTROL

- A. The quantities listed are for the Contractor's convenience only and require verification. Provide items not specifically mentioned but necessary to complete the work, matching the items specified.

B. Supplier:

1. Recognized builders' hardware supplier who has been furnishing hardware in the same area as the project for a period of not less than five (5) years.
2. Factory direct, authorized distributor of Exit Devices, Locksets, and Door Closers.
3. Employing a hardware consultant, certified by Door and Hardware Institute (DHI), available during the course of work to meet and consult with the Owner, Architect, or Contractor.

- C. Source: Furnish each kind of hardware from a single source manufacturer, except as otherwise specified.

- D. Templates: Furnish hardware templates for each fabricator of doors, frames, and other work to be factory-prepared for hardware installation. Upon request, check shop drawings of such other work to confirm that provisions will be made for proper hardware installation.

E. Installer:

1. Trained by the hardware manufacturer or local trade union jurisdiction in procedures required for a successful installation, conforming to the manufacturer's instructions.
2. Able to document 3 or more years of experience upon request by the Owner's representative.

F. Codes and Standards:

1. All door hardware shall comply with current applicable local and/or state building codes.
2. Hardware for fire-rated openings shall also comply with all fire-related building codes applicable to the district in which the building is located. Provide only hardware that has been tested and listed by UL for the types and sizes of doors required and that complies with the requirements of the door and door frame label.

1.07 PRODUCT HANDLING

A. Packaging:

1. Each item or package will be separately tagged with identification related to the final hardware schedule.
2. Detailed installation instructions shall be included.

B. Storage:

1. Provide a locked room at the job site for storage of hardware.

1.08 WARRANTY

A. Door hardware shall be warranted against defects in workmanship and operation for a period of one (1) year, backed by a factory warranty by the hardware manufacturer. The following products shall be warranted for period beyond one (1) year:

1. Locks – 2 years
2. Exit Devices – 5 years
3. Door Closers – 10 years
4. Automatic Door Operators – 2 years

PART 2 - PRODUCTS

2.01 ABBREVIATIONS

ABH	Architectural Builders Hardware
ACSI	Architectural Control Systems, Inc
BE	Best Access Systems (dormakaba Group)
GR	Garadry
LCN	LCN Door Closers (Allegion)
LN	Locknetics
MA	Marks
MC	McKinney
MK	Markar
PE	Pemko Mfg
RI	Rixson
RW	Rockwood
SC	Schlage
ST	Stanley
VO	Von Duprin

2.02 MANUFACTURES AND ACCEPTED SUBSTITUTIONS

- A. Manufacturers: Furnish products as specified or accepted substitutions as specified in table below:

Product	As Specified	Acceptable Substitutions
Butt Hinges	McKinney	Stanley, Hager, Ives
Continuous Hinges	ABH 12 Gauge	MK - Markar 12 Gauge
Cylinders & Cores	BEST	None
Thumbturn Cylinder	BEST	General Lock
Locksets	Schlage L9000	None
Exit Devices	Von Duprin 98/99	None
Door Closers	LCN 4040XP Series	None
Flush Bolts/Surface Bolts	Rockwood	Ives/Glynn Johnson
Coordinators	Rockwood	Ives, Trimco
Kick Plates, Push/Pulls	Rockwood	Tice, Trimco, Ives
Wall and Floor Stops	Rockwood/ABH	Ives/ABH, Trimco/ABH
Holders	ABH	Rixson, Glynn Johnson
Weatherstrip	Pemko	National Guard, Zero
Electrical Switches	ACSI	BEST, Schlage, Von Duprin
Threshold	Garadry	None
Low Energy Operator	LCN 4600 Series	None

- B. Substitution Requests for Unlisted Products: Submit under provisions of Division 1.

2.03 FINISH

- A. Finish in general to be US26D, except:
- Where specifically noted differently.
 - Closers: SRI Prime/Al or powder coat
 - Exit Devices: US626 or US32D, satin stainless steel
 - Locksets: US626 or US32D, satin stainless steel
 - Power Transfer
 - Thresholds: As listed in schedule

2.04 HARDWARE MATERIALS

- A. Fasteners: Include fasteners for installation with each hardware item. Choose Phillips head fasteners, countersunk oval, flat head, or undercut head as appropriate for the material to be installed.
- B. Compatibility: Provide fasteners that are compatible with both the units fastened and the substrate and that will not cause corrosion or deterioration of the hardware, base material, or fastener.
- C. Door stops applied to masonry walls or floors: Provide double expansion shield-type anchors. Sleeve anchors may be substituted when the owner approves them for each location.

- D. TEK/Self-Tapping screws are allowed for kickplates, push/pull, and weather stripping. All other uses are not permitted.

2.05 BUTT HINGES

- A. Types: Types required are indicated under Hardware Groups and as described below.
 - 1. Sizes:
 - a. Interior doors up to and including 36": Ball Bearing, Standard Weight 3 ball bearing hinges.
 - b. Match existing size for replacement.
- B. Quantity: 1-1/2 pair up to and including 90" in height and 36" in width unless noted otherwise:
 - 1. 2 pairs over 90" in height and 36" in width.
 - 2. For doors of unusual size or weight, furnish the type and size quantity recommended by the manufacturer and as listed. Size replacement to fit existing.
- C. All hinges shall have non-removable pins (NRP) set-screw in barrel.
- D. Electric power transfer as scheduled.

2.06 CONTINUOUS HINGES

- A. Design: 12-gauge stainless steel, Pin and Barrel.
- B. Provide Heavy-duty Stainless steel continuous hinges prepped as needed by project requirements.
- C. Door width over 36": shall be continuous hinges.
- D. 2-Piece hinges allow for the power transfer device to be between.

2.07 LOCKSETS (MORTISE)

- A. Types: Schlage L9000 Series are indicated under Hardware Groups and as described below.
- B. Lever Design: Furnish Lever Handle Locksets and Latches in 06L Design.
- C. Ratings: Locksets and Latchsets shall be listed with Underwriters Laboratories for A label and lesser class doors.
- D. Provide extended spindles for doors over 1-3/4" thick.

E. Strikes: Provide Curved Lip Strikes with adequate projection to protect door trim. Provide flat, flush lip strikes for pairs of doors with overlapping Astragals.

F. Strike Boxes: Provide manufacturers' standard wrought strike boxes.

2.08 LOCKSETS (CYLINDRICAL)

A. Manufacturer listed: Marks 195 Series

1. Acceptable Substitutions: BEST 9K Series

B. Backset: 2-3/4" (Refer to each door schedule)

C. Doors over 1-3/4" thick require special locksets for thicker doors.

2.09 ELECTRICAL SWITCH LOCKS

A. Manufacture Listed: ACSI

B. Acceptable substitution switches: Best Access Systems, Schlage and Von Duprin

C. Type that will accept "SFIC".

2.10 CYLINDERS, RIM AND MORTISE

A. Manufacturer: All lock cylinders shall be manufactured by BEST "Premium" Grandmaster key system, no substitutions.

B. Type that will accept 7 pin "SFIC".

2.11 CORES

A. Manufacturer listed: Best Access Systems, 7 pin, interchangeable core, "Premium". Provide typically with all locksets and as listed.

B. Acceptable substitutions: None.

2.12 EXIT DEVICES

A. Types: Von Duprin 98 Series are indicated under Hardware Groups and as described below. NOTE: VO99 (grooved) is acceptable if VO99 hardware is on site to remain.

1. All exterior cylinder dogging shall accept BEST 7-pin SFIC cylinders/cores.

- B. Pair Openings: Furnish two Exit Devices for pair openings.
- C. Rated Openings: Provide UL-listed Fire Exit Hardware at rated openings.
- D. Sizes: Provide Exit Devices sized under the manufacturer's recommendations.
- E. Lever Trim: Exit Device Lever Trim shall be similar to the design specified.
- F. Provide sex nuts and bolts for all exit devices.
- G. Electrical power transfer: EPT-10; 10 24-gauge wires.

2.13 MULLIONS

- A. Keyed Removable Mullions: Furnish spacers for installation in narrow stop frames.
- B. Provide a pair of mullion stabilizers KR154 for ALL mullions for exterior doors only.
- C. Provide mullion storage kit MT54 where keyed mullions are used.

2.14 DOOR CLOSERS

- A. Types: LCN 4040XP Series are indicated under Hardware Groups and as described below.
- B. Pair Openings: Furnish two-door closers for pair openings, except as noted in Hardware Groups.
- C. Drop Plates: Furnish drop plates where doors have insufficient height top rails or regular arm door closers are used with overhead stops.
- D. Spacer Blocks: Furnish spacer blocks where frame stop does not provide for adequate support for parallel arm soffit shoe.
- E. Special Mounting: Provide special closer mounting as required where interference with weatherstrip or sound seals occurs. Do not cut sound seal or weatherstrip to accommodate door closer shoe.
- F. Provide and/or mount all closers in parallel arm (EDA) configuration unless otherwise noted (UON).
- G. Plastic covers are acceptable.

2.15 LOW ENERGY OPERATIONS

- A. LCN 4600 SERIES low energy ADA door operator and door central
- B. Top jamb mount.

2.16 KICKPLATES, PUSH AND PULLS

- A. Fasteners: Provide stainless steel Phillips oval/undercut head, full tread type sheet metal screws for fastening not more than 5 inches on center.
- B. Material: Plates shall be .050 Stainless Steel and beveled 4 edges
- C. Provide kickplates 10" in height, typical height.
- D. Size: All kick plates shall be 2" less than door width \for single leaf door, except pairs of doors shall be 1-1/2" less than door width. All kick plates shall be not 1-1/2" less than the door width on the pull side of the door. Kick plates shall be 10" in height, standard.
- E. Mounting Height: Mount ½ inch from the bottom of the door

2.17 STOPS AND HOLDERS

- A. Only install door holders as indicated in the project documents.
- B. Types: Types required are indicated under Hardware Groups and as described below.
- C. Pair Openings: Furnish two stops for pair openings.
- D. Size: Furnish holders sized as recommended by the manufacturer.
- E. Closer Arms: 4040XP-3049SCNS (SHCUSH) cush stop closer arm is acceptable.
- F. Special Applications: Where required, consult ASD for options.
 - 1. Wall stop.
 - 2. 3-ft tall hollow structural steel (HSS) tubing, capped, painted yellow.
 - 3. Floor stop.
 - 4. Surface-mounted overhead stops and holders with special shims, brackets, or special template mounting.

2.18 THRESHOLDS

- A. Types: As indicated under Hardware Groups and as described below.

- B. Fasteners: Furnish concrete anchor fastening system.

2.19 WEATHERSTRIP

- A. Types: As indicated under Hardware Groups and as described below.

2.20 SOUND SEALS

- A. Types: As indicated under Hardware Groups and as described below.

2.21 MISCELLANEOUS

- A. Types: As indicated under Hardware Groups and as described below, provide the quantities of miscellaneous items required for a complete and operational opening.
- B. Provide door silencers for all openings without gasketing/weatherstrip. Provide three (3) for single doors and four (4) for pairs of doors and doors 7'-6" and taller.

2.22 KEYING

- A. Types: A key conference will be conducted with the owner and hardware supplier to determine permanent keying requirements.
- B. Construction Keying: Provide Brass Construction Cores and Keys for all locks during construction. Plastic Construction Cores are not acceptable. Construction cores shall remain the property of the hardware supplier and are to be returned after the installation of permanent cores.
- C. All cylinders and locks must be provided with 7-pin BEST IC cores.
- D. All keys and cores shall be provided to ASD Maintenance Lock Shop.
- E. Provide one (1) core per lock cylinder.
- F. Key Quantities: Provide three (3) uncut keys for each keyed lock cylinder.
- G. Ship all cores and keys, with the quantity of each and labeled per **PROJECT NUMBER, PROJECT NAME, AND SCHOOL NAME** via registered mail, return receipt requested to:
Anchorage School District, Maintenance Department / Lock Shop
1301 Labar Street, Anchorage, Alaska 99515

PART 3 - EXECUTION

3.01 PREPARATION

- A. Examination: Examine doors, frames, and related items for conditions that would prevent proper door hardware application. Do not proceed until defects are corrected
- B. Blocking: Provide solid blocking for wall stops and holders, automatic operators, wall plate actuators, and magnetic holders.
- C. Fasteners: Check conditions and use fastening devices such as Riv Nuts needed to securely anchor hardware according to the manufacturer's published templates.

3.02 INSTALLATION

- A. Mounting Heights: Mount units at the heights recommended in Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames by Doors and Hardware Institute, except as indicated below. Products not explicitly covered shall be installed following the manufacturer's templates and instructions.
 - 1. Hinges:
 - a. Top Hinge: 7-1/4", Top of frame rabbet to the centerline of the hinge.
 - b. Bottom Hinge: 12-1/4", Bottom of Frame to the centerline of the hinge.
 - c. Intermediate Hinges: Centered, equal spacing between top and bottom hinges.
 - 2. Continuous hinges: per manufacturer's installation instructions.
 - 3. Mortise Lock Strikes: 40", bottom of the frame to the centerline of Strike.
 - 4. Exit Devices: Per Manufacturer's recommendation.
- B. Installation: Install each hardware item in conformance with the manufacturer's instructions.
 - 1. Cutting and Fitting: Wherever cutting and fitting are required to install hardware on surfaces that will be painted or finished later, install each item completely, then remove it and store it in a secure place. After the finishes are completed, re-install each item.
 - 2. Door and Frame Finishes: Do not install surface-mounted items until finishes have been completed on the substrate.
 - 3. Fire-Rated Openings: Install following NFPA 80
 - 4. Degree of Opening: The door shall swing to the maximum degree that project conditions will allow. The swings indicated on the floor plan are intended to depict direction and do not indicate the full degree of opening.
 - 5. Exit Devices: Trim the Exit Devices to provide 1-1/2-inch clearance between the End Cap, hinge jamb stop face, and stop-applied weatherstrip.
 - 6. Door Closers: The door closer shall be located to allow the maximum degree of opening that project conditions will allow. It shall not be used to stop the door except for models equipped with an integral stop-on-arm feature.
 - 7. Overhead Stops: Furnish overhead stop and holders with maximum degree of opening that project conditions will allow. **THE USE OF OVERHEAD STOPS REQUIRES APPROVAL FROM OWNER.**
 - 8. Floor Stops: Locate floor stops at maximum degree of opening that project conditions will allow. Do not locate floor stops where they create a hazardous condition. Stops shall be located 6 inches away of the strike edge of the door.

9. Thresholds: Set exterior thresholds in a bed of butyl rubber sealant. Completely fill all voids to exclude moisture. Remove excess sealant. Caulk edges and joints. Anchor thresholds at wood gym floors to concrete side of opening only. Set threshold so the door sweep butts up against beveled or tapered edge of threshold.
 10. Weatherstrip: Mount and adjust rigid jamb weatherstrip prior to mounting parallel arm door closers. The weatherstrip shall be installed to provide a continuous seal at the head and jambs. Do not notch the weatherstrip for the door closer shoe. Lower the door closer body 1/4 inch to allow for mounting the soffit shoe on top of the weatherstrip. Provide a parallel arm 5th hole spacer of increased thickness to allow for the revised location.
 11. Door sweeps are to be installed on the exterior side of the door. Install additional screw(s) within 1 inch of the edges of the door.
 12. Smoke Gasket: Completely clean frame and apply gasket in accordance with manufacturer's instructions. Mount gasket to stop face of strike jambs and headers, door rabbet of hinge jamb. If gasket is required to be mounted on door rabbet of strike jambs due to fire labeling requirements, provide silencers.
- C. Adjustment: Adjust and check each hardware operating item and each door to ensure the proper operation or function of every unit. Replace units that cannot be adjusted to operate freely and smoothly.

3.03 FINAL ADJUSTMENT

- A. Final Adjustment: Wherever hardware installation is made more than one (1) month before Substantial Completion, make a final check and adjustment of hardware items during the week before Substantial Completion. Clean and lubricate operating items as necessary to restore the proper function and finish of hardware and doors.
1. Adjust door control devices to compensate for the final operation of heating and ventilating equipment.
- B. Door Closer Adjustment: After mechanical systems have been balanced, adjust Door Closers to conform to the most current approved version of ICC/ANSI A117.1 requirements.
1. Closing Speed: With the door open 70 degrees, the door closer shall be adjusted so that it will take at least three (3) seconds to move to a point where the leading edge of the door is three inches from latching.
 2. Opening Force: The maximum force for pushing or pulling a door open shall be as follows: (These forces do not apply to the force required to retract latch bolts or disengage other devices securing the door.)
 - a. Fire Doors: The minimum opening force allowable by the appropriate authority having jurisdiction.
 - b. Exterior Doors: 8.5 lbf.
 - c. Interior Doors: 5.0 lbf.
- C. Backcheck: Adjust to prevent damage to the closer, hardware, door and frame, and wall.
- D. Instruction: Provide instruction to school personnel and Owner's Maintenance personnel on proper hardware adjustment and maintenance.

1. ASD's preference for the hold open arm functionality is tied to the SHCUSH option which provides longevity to the door hardware. It is not the intention of ASD personnel to jeopardize security by utilizing the hold open arm functionality to 'prop open' doors. Provide instructions on the hold open arm features with ASD security input.

3.04 HARDWARE GROUPS

A. General interior and exterior doors

HW-1

Number	Type	Model	Finish	Manufacture List
1	Exit Device	QEL 98 x 990 NL – RX-LX	626	VO
1	Cylinder	12E72S2RP, rim type	626	BE
1	Cylinder	1E74 – C4, mortise type (key switch)	626	BE
1	Door Operator	4642-3077	AL	LCN
1 Pair	Door Actuator	8310-3857T Surface Mount Kit		LCN
1	Continuous Hinge	A5500 Power Transfer	SS	ABH

HW-2

Number	Type	Model	Finish	Manufacture List
1	Exit Device	QEL 98 x 990 NL – RX-LX	626	VO
1	Cylinder	12E72S2RP, rim type	626	BE
1	Cylinder	1E74 – C4, mortise type (key switch)	626	BE
2	Continuous Hinge	A5500 Power Transfer	SS	ABH

Replace continuous hinge on non-electrified leaf, no other hardware changes on that leaf

HW-3

Number	Type	Model	Finish	Manufacture List
1	Door Operator	4642-3077	AL	LCN
1 Pair	Door Actuator	8310-3857T Surface Mount Kit		LCN
2	Continuous Hinge	A5500 Power Transfer (PT)	SS	ABH

Replace both continuous hinges

HW-4

Number	Type	Model	Finish	Manufacture List
1	Exit Device	QEL 98 x 990 DT – RX-LX	626/US26D	VO
1	Exit Device	QEL 98 x 990 NL – RX-LX	626	VO
1	Cylinder	12E72S2RP, rim type	626	BE
1	Cylinder	1E74-C4, mortise type (keyed mullion)	626	BE
1	Cylinder	1E74 – C4, mortise type (key switch)	626	BE
1	Door Closer/Hold Open Arm	4040XP-3049SCNS (SHCUSH)	AL	LCN
1	Door Operator	4642-3077	AL	LCN
1 Pair	Door Actuator	8310-3857T Surface Mount Kit		LCN
2	Continuous Hinge	A5500 Power Transfer (PT)	SS	ABH
1 Pair	Jamb Gaskets	2891 APK (including mullion)		PE

2	Door Sweep	315CN		PE
1	Head Gasket	2891 APK		PE
2	Kickplate	K1050 B4ELTDW 630	630	RW
1	Threshold	WS437-150	626/US26D	GR
1	Mullion	KR 4954 7' SP28		VO
1	Mullion Stabilizer	154		VO
1	Mullion Gasket	5100N86		NGP
1	Mullion Storage Kit	MT54	SP28	VO
2	Power Transfer	EPT-10		VO

HW-5

Number	Type	Model	Finish	Manufacture List
1	Exit Device	QEL 98 x 990 NL – RX-LX	626	VO
1	Cylinder	12E72S2RP, rim type	626	BE
1	Cylinder	1E74 – C4, mortise type (key switch)	626	BE
1	Butt Hinge	T4A3386 Power Transfer	55	MC

HW-6

Number	Type	Model	Finish	Manufacture List
1	Exit Device	QEL 98 x 990 DT – RX-LX	626/US26D	VO
1	Exit Device	QEL 98 x 990 NL – RX-LX	626	VO
1	Door Operator	4642-3077	AL	LCN
2	Cylinder	12E72S2RP, rim type	626	BE
1	Cylinder	1E74 – C4, mortise type (key switch)	626	BE
1 Pair	Door Actuator	8310-3857T Surface Mount Kit		LCN
2	Butt Hinges	T4A4386 Power Transfer	SS	MC

HW-7

Number	Type	Model	Finish	Manufacture List
1	Exit Device	QEL 98 x 990 NL – RX-LX	626	VO
1	Cylinder	12E72S2RP, rim type	626	BE
1	Cylinder	1E74 – C4, mortise type (key switch)	626	BE
2	Continuous Hinge	A5500 Power Transfer	SS	ABH
1 Pair	Wireless Door Actuator Kit	8310-3857TW		LCN

Add wireless actuators to existing LCN 4600 series ADO

HW-8

Number	Type	Model	Finish	Manufacture List
1	Exit Device	QEL 98 x 990 NL – RX-LX	626	VO
1	Cylinder	12E72S2RP, rim type	626	BE
1	Cylinder	1E74 – C4, mortise type (key switch)	626	BE
1	Power Transfer	Exposed Cable		

Use exposed power transfer armored cable at the existing grouted jamb.

HW-9

DOOR HARDWARE

Division 8

Section 08 71 00

Number	Type	Model	Finish	Manufacture List
1	Exit Device	QEL 98 x 990 DT – RX-LX	626/US26D	VO
1	Exit Device	QEL 98 x 990 NL – RX-LX	626	VO
1	Cylinder	12 E 72S2RP, rim type	626	BE
1	Cylinder	1E74 – C4, mortise type (key switch)	626	BE
2	Butt Hinges	T4A4386 Power Transfer	SS	MC

HW-10

Number	Type	Model	Finish	Manufacture List
1 Pair	Wireless Door Actuator Kit	8310-3857TW		LCN

Add wireless actuators to existing LCN 4600 series ADO

END OF SECTION

PAINTING

PART 1 – GENERAL

1.01 NOTIFICATION OF POTENTIAL HAZARDS

- A. Asbestos, lead, and other 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 Division 1, Airborne Contaminant Control, and Division 2 specifications 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 RELATED SECTIONS

- A. Section 07 92 00 – Joint Sealants
- B. Section 08 11 10 – Hollow Steel Doors and Frames

1.03 APPLICABLE PUBLICATIONS

- A. Publications listed below form a part of this Specification. Publications may be referenced in the text by basic designation only. In case of conflict, the most stringent apply.
 - 1. ASTM D16 – Standard Terminology for Paint-Related Coatings, Materials, and Applications.
 - 2. ASTM D610 – Practice for Evaluating Degree of Rusting on Painted Steel Surfaces.
 - 3. Society for Protective Coatings/Steel Structures Painting Council (SSPC) - Standards and Specifications.
 - 1) SSPC-SP 1 – Solvent Cleaning.
 - 2) SSPC-SP 2 – Hand Tool Cleaning.
 - 3) SSPC-SP 3 – Power Tool Cleaning.
 - 4) SSPC-SP5/NACE No. 1, White Metal Blast Cleaning.
 - 5) SSPC-SP6/NACE No. 3, Commercial Blast Cleaning.
 - 6) SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning.
 - 7) SSPC-SP10/NACE No. 2, Near-White Blast Cleaning.
 - 8) SSPC-SP11, Power Tool Cleaning to Bare Metal.
 - 9) SSPC-SP12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting before Recoating.
 - 10) SSPC-SP13/NACE No. 6, Surface Preparation for Concrete.
 - 11) SSPC-SP14 Industrial Blast Cleaning.
 - 12) SSPC-SP15 Commercial Grade Power Tool Cleaning.

1.04 DEFINITIONS

- A. Conform to ASTM D16 for interpretation of terms used in this section.

1.05 SUBMITTALS

- A. Provide product data on all coating and finishing products, indicating application instructions, including surface preparation, undercoating, reducing, and certification that the product is "Best Line - Premium Grade."
- B. Submit samples of selected colors representative of actual work as follows:
 - 1. Minimum size: 3 by 3 inches.
 - 2. Approved samples shall become the final criteria for evaluating the color and appearance of completed work.
 - 3. One set of approved samples shall be kept on the job.
 - 4. Identify each sample, including the finish, formula, color name, and number.
- C. Submit applicator experience data with project owner phone numbers.

1.06 QUALITY ASSURANCE

- A. Product Manufacturer: Company specializing in manufacturing paint and coating finish products with 25 jobs similar in scope to the work proposed.
- B. Applicator: Specializing in commercial painting and coating application with at least 10 successful jobs like that proposed.
- C. Paint applicator shall certify the following:
 - 1. Immediately before painting, surfaces conformed to the specified preparation; they were in the specified condition and were clean, dry, and free of dust, rust, and mill scale to the degree required by this Specification.
 - 2. Surface preparation, coating use, mixing, application, and curing were done according to the current printed instructions and instructions of the coating manufacturer and these Specifications.
 - 3. The specified products were used, or a listing of the products' names and their manufacturers was submitted and approved.
 - 4. The products were used within the shelf-life dates of each product's container.
 - 5. The manufacturer's recommended dry film thickness of coatings on the work.
 - 6. Compatible paints were used where coatings are applied over previously applied coatings.

1.07 INDOOR AIR QUALITY

- A. Before painting inside the building, coordinate with the User to operate the building's permanent ventilation system at maximum outdoor airflow before mixing and applying paint and for a minimum of 72 hours after application.

1.08 REGULATORY REQUIREMENTS

- A. Conform to the International Building Code (IBC) for flame, fuel, and smoke-rating requirements for completed finishes.

1.09 DELIVERY, STORAGE AND HANDLING

- A. Store and protect products as recommended by the paint manufacturer.
- B. Deliver products to the site in sealed and labeled containers.
- C. Container labeling shall include the manufacturer's name, type of paint, brand name, manufacture data, coverage, surface preparation, drying time, clean up, color designation, and instructions for mixing and reducing.
- D. Store paint materials at an ambient temperature of 45 degrees F to 90 degrees F in a well-ventilated area unless required otherwise by the manufacturer's instructions. Only materials consumed within a 24-hour work period are allowed at the work site.
- E. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.10 TEMPERATURE AND HUMIDITY REQUIREMENTS

- A. Provide continuous ventilation and heating equipment to maintain paint products and substrate dry and at ambient temperatures between 50- and 85-degrees F. for 24 hours before, during, and 48 hours after application of finishes, unless permitted otherwise by coating manufacturer's recommendations.
 - 1. Provide temperatures by temporary scaffold enclosures and heating as necessary.
- B. Do not apply exterior coatings during rain or snow or when relative humidity is above 65 percent unless permitted otherwise by the coating manufacturer's recommendations.
- C. Provide lighting of 80-foot candles at work. Building lights may be used.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Companies meeting the "Quality Assurance" criteria and these specifications.

2.02 MATERIALS – AIR QUALITY

- A. Conform to governing regulations, including Federal and State pollution, safety, and health requirements. Maximum chemical pollutant emission volatile organic compounds (V.O.C.) for paints per USGBC LEED requirements.

2.03 PAINT MATERIALS

- A. Provide compatible products under approved paint manufacturers, including paint, varnish, stain, enamel, lacquer, fillers, and related products for prime, intermediate, and finish coats.
- B. Accessory material not specifically indicated but required, such as shellac, reducers, undercoats, primers, putty, and the like, shall be of a quality not less than required by

applicable Specification Standards and recommended by the finish coat manufacturer in writing for compatibility and conditions of use.

- C. Paints containing lead shall not be used.
- D. All products "Best Line - PREMIUM GRADE" for professional trade sales recommended by the paint manufacturer for the conditions of use.
- E. Mixing
 - 1. Furnish ready-mixed products except as otherwise specified.
 - 2. Follow the manufacturer's directions for:
 - a. Field-mixing of pastes and powders.
 - b. Field-catalyzing components.
 - 3. Coatings shall have good flowing application properties, be capable of drying or curing free of streaks or sags and yield the specified finish.

2.04 FINISHES

- A. Refer to the schedule at the end of the specification for surface finishes.

PART 3 - EXECUTION

3.01 GENERAL

- A. Coordinate time and areas of work with OWNER. Allow for building occupancy during work.

3.02 EXAMINATION

- A. Verify that surface and substrate conditions are ready to receive work as specified and as the paint manufacturer recommends. Report any conditions that may adversely affect proper paint application.
- B. Examine DRAWINGS, SPECIFICATIONS, and field conditions to determine the extent of exposed piping, ducts, conduit, electrical controls, cabinets, and equipment and allow for painting as required.
- C. Beginning of application means acceptance of existing surfaces.

3.03 PROTECTION

- A. Protect elements surrounding the work of this section from damage or disfiguration.
- B. Mask and shut down heat and ventilation intakes when painting adjacent exterior surfaces.
- C. Repair damage to other surfaces caused by work of this Section.
- D. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.

- E. Protection of work when stopping for the day:
 - 1. Erect barriers and post warning signs. Confirm that no dust-generating activities will follow shutting down for the day.

3.04 ITEMS NOT TO BE PAINTED

- A. The following items shall be masked and not painted unless specifically scheduled:
 - 1. Concealed areas such as pipe chases and areas above finish ceilings.
 - 2. Finished surfaces such as hardware trim, anodized aluminum, glass, stainless steel, bronze, etc.
 - 3. Moving equipment wearing surfaces.
 - 4. Equipment data plates, manufacturer's permanent maintenance labels, and fire door and jamb labels.

3.05 PREPARATION

- A. General: Clean and prepare the substrate for finish as specified and as recommended by the coating manufacturer for conditions of use.
- B. Remove or coordinate the removal of electrical plates, hardware, glazing stops, light fixture trim, and fittings before preparing surfaces and finishing. Replace the removed items after painting.
- C. Clean surfaces and correct surface defects.
 - 1. First, remove oil, grease, and mildew with detergent or SSPC-SP1 cleaning solvent (do not use paint thinner, hydrocarbons, or turpentine, as they leave residue).
 - 2. Remove dirt, dust, loose material, rust scale, oil grease, mildew, release agents, and non-adhering paint by sandpapering, grinding, scraping, or wire brushing.
 - 3. Sandpaper thick and sharp edges of the shop and existing paint and runs to smooth featheredge.
 - 4. Lightly sand or abrade surfaces dull to ensure adhesion.
 - 5. Fill or sand out cracks, holes, pits, and scratches, smooth to match the adjacent finish.
 - 6. Remove sanding dust before painting.
- D. Seal stain marks, which may bleed through subsequent finishes.
- E. Existing coating to be re-painted or finished: remove loose, blistered, scratched, corroded finish, scaled or crazed finish to the base material surface, or feather edges smooth.
- F. Galvanized Surfaces: Remove surface contamination and oils per SPC SP1 solvent cleaning and thoroughly rinse. Remove sheen per SPC SP2, hand tool cleaning, or SSPC-SP4 brush-off blast cleaning. After cleaning and before painting, remove dust and similar containments by air blast or vacuum. Apply primer immediately after washing.
- G. Uncoated Steel and Iron Surfaces: remove grease, scale, dirt, and rust per SSPC-SP1, Solvent Cleaning. Clean per SSPC-SP3 power tool cleaning, SSPC-SP2 hand cleaning, or SSPC-SP4 brush-off blast cleaning.

- H. Shop Primed Steel Surfaces: Solvent clean per SSPC-SP1, followed by sanding, scraping, and wire brushing per SSPC-SP2 hand cleaning or SP7 brush-off blast cleaning to remove loose, scratched, or weathered-corroded shop finish primer weld burns and rust. Feather edges to make them inconspicuous. After cleaning and prior to painting, remove dust and similar containments by air blast or vacuum.

3.06 APPLICATION

- A. Apply coatings to all visible, exposed surfaces scheduled following the approved coating manufacturer's instructions and approved submittals for the conditions of use.
- B. Do not apply finishes to surfaces that are not clean, dull, and dry.
- C. Apply each coat to a uniform finish.
- D. If the coating manufacturer recommends, Sand or abrade lightly and clean between coats to achieve adhesion.
- E. Allow the applied coat to dry before the next coat is applied. Recoat within the time recommended by the manufacturer.
- F. Change colors or finishes at corners and joints.
- G. Apply materials so that the following results are obtained.
 - 1. Smooth, uniform appearance, underlying paint edges feathered, free of brush marks, uneven orange peel, sags, runs, or foreign matter.
 - 2. Complete coverage without skips or streaks and heavy build-up in details.
 - 3. Close match with approved color.
 - 4. Sharp edges at adjoining materials or color changes.
 - 5. Work stain finishes thoroughly into the wood by brushing or rolling.
- H. Inspection of Coats: Do not apply additional coats until the CONTRACTING OFFICER has inspected each completed coat.
 - 1. Only inspected and approved coats of paint shall be considered in determining number of coats applied.
 - 2. Refinish the entire surface if the coat is not acceptable.

3.07 CLEANING

- A. As Work proceeds, promptly remove excess paint products where spilled, splashed or spattered.
- B. During the progress of the Work, maintain the premises free of unnecessary accumulations of tools, equipment, surplus materials, and debris.
- C. Remove waste, cloths, and material from the site daily that may constitute a fire or V.O.C. hazard.
- D. Leave surfaces not required to be finished under this section undamaged, clean, and free of paint products from work of this section.

3.08 COATING SCHEDULE

A. General:

1. For this schedule, each coat shall be at least dry to the touch before proceeding with the following coat.
2. Coating materials shall be recommended by the manufacturer for the condition of use and compatibility with undercoats.
3. A minimum number of coats is scheduled. Apply additional finish coats as necessary to provide uniform coverage.
4. Refer also to DRAWINGS and Finish Schedule.
5. Sherwin Williams products are referenced. Other manufacturers with similar specifications and Quality Assurance specifications may be used.

B. Coating Schedule:

1. Steel Doors, Frames, and Bollards—Shop Primed: Spot prime or re-prime completely unless shop primer is acceptable for finish coat without priming. Previously painted steel in sound condition without loose or cracked paint does not require primer.
 - a. One coat topcoat compatible rust-resisting industrial acrylic primer: Sherwin Williams "ProCryl".
 - b. 2 coats industrial water-based alkyd urethane enamel, semi-gloss Sherwin Williams "Pro Industrial" alkyd urethane enamel B53 1150 series.
2. Plaster, Gypsum Board:
 - a. Spot prime any stains with stain-blocking primer sealer over the stained area; Sherwin Williams "Quick Dry" B51 W08670 is a sealer primer surfacer that is topcoat compatible.
 - b. First Coat: Latex high build primer Surfacer: Sherwin Williams "Preprite B28".
 - c. 2 coats washable acrylic latex enamel, eggshell sheen on walls, flat on ceilings. Sherwin Williams "ProMar 200" B31 2600.
 - 1) Apply a finish coat to match the adjacent finish.

3.09 COLOR SCHEDULE

- A. Unless otherwise specified, match the adjacent surface color.

END OF SECTION

COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.01 NOTIFICATIONS OF POTENTIAL HAZARDS

- A. Asbestos, lead, and other 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 Division 1, Airborne Contaminant Control, and Division 2 specifications 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 SECTION INCLUDES

- A. General Requirements specifically applicable to Division 26, 27, and 28, in addition to Division 1 provisions.
- B. The electrical system equipment and installation shall comply with all provisions and requirements of this specification, as well as any and all applicable national, state and local codes and standards.

1.03 WORK SEQUENCE

- A. Construct Work in sequence under provisions of Division 1.

1.04 COORDINATION

- A. Coordinate the Work specified in this Division under provisions of Division 1.
- B. Prepare drawings showing proposed rearrangement of Work to meet job conditions, including changes to Work specified under other Sections. Obtain permission of Owner prior to proceeding.

1.05 REFERENCES

- A. ANSI/NFPA 70 - National Electrical Code, latest adopted edition including all state and local amendments.
- B. NECA - Standard of Installation.
- C. NETA ATS – Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

- D. Electrical Reference Symbols: The Electrical "Legend" on drawings is standardized version for this project. All symbols shown may not be used on drawings. Use legend as reference for symbols used on plans.
- E. Electrical Drawings: Drawings are diagrammatic; complimentary to the Architectural, Structural, and Mechanical drawings; not intended to show all features of work. Install material not dimensioned on drawings in a manner to provide a symmetrical appearance. Do not scale drawings for exact equipment locations. Review Architectural, Structural, and Mechanical Drawings and adjust work to conform to conditions shown thereon. Field verification of dimensions, locations and levels is directed.

1.06 REGULATORY REQUIREMENTS

- A. Conform to ANSI/NFPA 70.
- B. Conform to the latest adopted edition of the International Building Code and the International Fire Code including all state and local amendments thereto.
- C. Obtain electrical permits, plan review, and inspections from authority having jurisdiction.

1.07 SUBMITTALS

- A. Submittal review is for general design and arrangement only and does not relieve the Contractor from any requirements of Contract Documents. Submittal not checked for quantity, dimension, fit or proper operation. Where deviations of substitute product or system performance have not been specifically noted in the submittal by the Contractor, provisions of a complete and satisfactory working installation is the sole responsibility of the Contractor.
- B. In addition to requirements referenced in Division 1, the following is required for work provided under this division of the specification.
 - 1. Provide material and equipment submittals containing complete listings of material and equipment shown on Electrical Drawings and specified herein. Separate from work furnished under other divisions.
 - 2. Submittals shall be provided in PDF format with each page bookmarked in the PDF document. If multiple sections are submitted in one document, each section shall be bookmarked.
 - 3. Clearly identify all material and equipment by item, name or designation used on drawings and in specifications.
 - 4. Submit only pages which are pertinent; mark catalog sheets to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring diagrams and controls; component parts; finishes; dimensions; and required clearances.
 - 5. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.
 - 6. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
 - 7. Coordinate submittals with requirements of work and of Contract Documents.
 - 8. Certify in writing that the submitted shop drawings and product data are in compliance with requirements of Contract Documents. Notify Architect/Engineer

in writing at time of submittal, of any deviations from requirements of Contract Documents.

9. Do not fabricate products or begin work which requires submittals until return of submittal with Architect/Engineer acceptance.
10. Equipment scheduled by manufacturer's name and catalog designations, manufacturer's published data and/or specification for that item, in effect on bid date, are considered part of this specification. Approval of other manufacturer's item proposed is contingent upon compliance therewith.

1.08 SUBSTITUTIONS

- A. In accordance with the General Conditions and the General Requirements, Substitution and Product Options, all substitute items must fit in the available space, and be of equal or better quality including efficiency performance, size, and weight, and must be compatible with existing equipment.

1.09 PROJECT RECORD DRAWINGS

- A. Maintain project record drawings in accordance with Division 1.
- B. In addition to the other requirements, mark up a clean set of drawings as the work progresses to show the dimensioned location and routing of all electrical work which will become permanently concealed. Show routing of work in permanently concealed blind spaces within the building. Show complete routing and sizing of any significant revisions to the systems shown.
- C. Record drawing field mark-ups shall be maintained on-site and shall be available for examination of the Owner's Representative at all times.

1.10 OPERATION AND MAINTENANCE MANUALS

- A. Provide operation and maintenance manuals for training of Owner's Representative in operation and maintenance of systems and related equipment. In addition to requirements referenced in Division 1, the following is required for work provided under this section of the specifications.
- B. Manuals shall be separate from work furnished under other divisions. Prepare a separate chapter for instruction of each class of equipment or system. Index and clearly identify each chapter and provide a table of contents.
- C. Unless otherwise noted in Division 1, provide one copy of all material for approval.
- D. The following is the suggested outline for operation and maintenance manuals and is presented to indicate the extent of items required in manuals.
 1. List chapters of information comprising the text. The following is a typical Table of Contents:
 - a. Electronic Access Control System.
 - b. Other chapters as necessary.

2. Provide the following items in sequence for each chapter shown in Table of Contents:
 - a. Describe the procedures necessary for personnel to operate the system including start-up, operation, emergency operation and shutdown.
 - 1) Give complete instructions for energizing equipment and making initial settings and adjustments whenever applicable.
 - 2) Give step-by-step instructions for shutdown procedure if a particular sequence is required.
 - 3) Include test results of all tests required by this and other sections of the specifications.
 - 4) Provide manufacturers' descriptive literature including approved shop drawings covering devices used in system, together with illustrations, exploded views, etc. Also include special devices provided by the Contractor.
 - 5) Provide any information of a maintenance nature covering warranty items, etc., which have not been discussed elsewhere.
 - 6) Include list of all equipment furnished for project, where purchased, technical representative if applicable and a local parts source with a tabulation of descriptive data of all electrical-electronic spare parts and all mechanical spare parts proposed for each type of equipment or system. Properly identify each part by part number and manufacturer.
 - b. Inspection Certificate: Include copy of certificate of final inspection and acceptance from the Authority Having Jurisdiction.

1.11 DEMONSTRATION OF ELECTRICAL SYSTEMS

A. During substantial completion inspection:

1. Conduct operating test for approval under provisions of Division 1.
2. Demonstrate installation to operate satisfactorily in accordance with requirements of Contract Documents.
3. Should any portion of installation fail to meet requirements of Contract Documents, repair or replace items failing to meet requirements until items can be demonstrated to comply.
4. Have instruments available for measuring light intensities, voltage and current values, and for demonstration of continuity, grounds, or open circuit conditions.
5. Provide personnel to assist in taking measurements and making tests.

1.12 WARRANTY

- A. In addition to the requirements of Division 1, or as specified in other sections. Warrant all materials, installation and workmanship for one (1) year from date of acceptance.
- B. Copies of manufacturer product warranties for all equipment shall be included in the operation and installation manuals.

1.13 INSTRUCTION OF OPERATING PERSONNEL

- A. In accordance with the requirements of Division 1 and this section provide services of qualified representative of supplier of each item or system listed below to instruct designated personnel of Owner in operation and maintenance of item or system.
- B. Make instruction when system is complete, of number of hours indicated, and performed at time mutually agreeable. Note that this is hours per school.

System or Equipment	Hours of Instruction
Electronic Access Control System	2

- C. Certify that an Alaska based authorized service organization regularly carries complete stock of repair parts for listed equipment or systems, that organization is available and will furnish service within 48 hours after request. Include name, address and telephone number of service organization.
- D. Have approved operation and maintenance manuals and parts lists for all equipment on hand at time of instruction.

PART 2 - PRODUCTS**2.01 MATERIALS AND EQUIPMENT**

- A. All Materials and Equipment shall be new.
- B. All Materials and Equipment shall be listed by Underwriter's Laboratories or equivalent third party listing agency for the use intended.
- C. Materials and Equipment shall be acceptable to the authority having jurisdiction as suitable for the use intended when installed per listing and labeling instructions.
- D. No materials or equipment containing asbestos in any form shall be used. Where materials or equipment provided by this Contractor are found to contain asbestos such items shall be removed and replaced with non-asbestos containing materials and equipment at no cost to the Owner.
- E. In describing the various items of equipment, in general, each item will be described singularly, even though there may be numerous similar items.

PART 3 - EXECUTION**3.01 WORKMANSHIP**

- A. Install Work using procedures defined in NECA Standard of Installation and/or the manufacturer's installation instructions.

3.02 TESTS

- A. Notify the Owner's representative at least 72 hours prior to conducting any tests.
- B. Following completion of installation, test system ground in accordance with the requirements of
- C. Perform additional tests required under other sections of these specifications.
- D. Perform all tests in the presence of the Owner's representative.

3.03 PENETRATIONS OF FIRE BARRIERS

- A. All holes or voids created to extend electrical systems through fire rated floors, walls or ceiling shall be sealed with an asbestos-free intumescent fire stopping material capable of expanding 8 to 10 times when exposed to temperatures 250°F or higher.
- B. Materials shall be suitable for the fire stopping of penetrations made by steel, glass, plastic and shall be capable of maintaining an effective barrier against flame, smoke and gases in compliance with the requirements of ASTM E814 and UL 1479.
- C. The rating of the fire stops shall be the same as the time-rated floor, wall or ceiling assembly.
- D. Install fire stopping materials in accordance with the manufacturer's instructions.

END OF SECTION

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.01 NOTIFICATIONS OF POTENTIAL HAZARDS

- A. Asbestos, lead, and other 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 Division 1, Airborne Contaminant Control, and Division 2 specifications 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 SECTION INCLUDES

- A. Building Wire.
- B. Cable.
- C. Wiring Connections and Terminations.

1.03 RELATED SECTIONS

- A. Section 26 05 53 – Identification for Electrical Systems.

1.04 REFERENCES

- A. Federal Specification FS-A-A59544 – Cable and Wire, Electrical (Power, Fixed Installation).
- B. Federal Specification FS-J-C-30B – Cable Assembly, Power, Electrical.
- C. ANSI/NEMA WC 70-2009 – Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy.
- D. NETA ATS – Acceptance testing specifications for Electrical Power Distribution and Systems.
- E. NFPA 70 – National Electrical Code.
- F. NFPA 262 – Standard Method of test for flame travel and smoke of wires and cables for use in air-handling spaces.
- G. UL 62 – Flexible Cords and Cables.

- H. UL 83 – Thermoplastic Insulated Wire and Cable.
- I. UL 1424 – Standard for Cables for Power-Limited Fire Alarm.
- J. UL 1479 – Standard for Fire Tests of Through Wall Penetration Fire Stops.
- K. UL 1569 – Standard for Metal Clad Cable.
- L. UL 1581 – Reference Standard for Electrical Wires, Cables and Flexible Cords.

1.05 SUBMITTALS

- A. Submittals are not requested for this section.

1.06 QUALITY ASSURANCE

- A. Provide wiring materials located in plenums with peak optical density not greater than 0.5, average optical density not greater than 0.15, and flame spread not greater than 5 feet (1.5m) when tested in accordance with NFPA 262.

PART 2 - PRODUCTS

2.01 BUILDING WIRE

- A. Thermoplastic-insulated Building Wire: NEMA WC 70.
- B. Feeders and Branch Circuits smaller than 8 AWG, solid or stranded conductor.
- C. Branch Circuit Wire Color Code:
 - 1. Color code wires by line or phase as follows:
 - a. Black, red, blue and white for 120/208V systems.
 - 2. Grounding conductors 6 AWG and smaller shall have green colored insulation.
- D. Control Circuits: Copper, stranded conductor 600 volt insulation, THHN/THNN or XHHW-2.

2.02 METAL CLAD CABLE

- A. UL 83, 1063, 1479, 1569, and 1581 listed, meets Federal Specification A-A-59544 (formerly J-C-30B). UL rated for installation in cable trays and environmental air handling spaces. Fire wall rated for 1, 2, and 3-hour through penetrations.
- B. Type MC Cable, Size 12 Through 10 AWG: Solid copper conductor, 600 volt thermoplastic insulation, rated 90° C dry, 75° wet, insulated green grounding conductor, and galvanized steel or aluminum armor over mylar.

- C. Fire Alarm/Control Type MC Cable, Size 18 through 12 AWG: Complying with UL 66, 83, 1424, 1479, 1569, 1581, and NFPA 262 (formerly UL 910), solid copper conductor, 300 volt thermoplastic insulation, rated [90°C] 105° C, insulated green grounding conductor, and red-striped galvanized steel armor over mylar.
- D. 0-10V Dimming/Power MC Cable (Type MC-PCS), Size 12 Through 10 AWG With 16-2 Control Cables: Solid copper conductor, 600 volt thermoplastic insulation, rated 90° C dry, 75° wet, insulated green grounding conductor, and galvanized steel or aluminum armor over mylar
- E. All metal clad cable shall be provided with color-coded insulation on all ungrounded conductors in accordance with NEC 210.5(C) and Part 3 of this section.

2.03 REMOTE CONTROL AND SIGNAL CABLE

- A. Control Cable for Class 1 Remote Control and Signal Circuits: Copper conductor, 600 volt insulation, rated 90° C, individual conductors twisted together, shielded, and covered with an overall PVC jacket; UL listed.
- B. Control Cable for Class 2 or Class 3 Remote Control and Signal Circuits: Copper conductor, 300 volt insulation, rated 90° C, individual conductors twisted together, shielded or unshielded (as required), and covered with a PVC jacket; UL listed.
- C. Plenum Cable for Class 2 or Class 3 Remote Control and Signal Circuits: Copper conductor, 300 volt insulation, rated 90° C, individual conductors twisted together, shielded or unshielded (as required), and covered with a nonmetallic jacket; UL listed for use in air handling ducts, hollow spaces used as ducts, and plenums.

2.04 WIRING CONNECTIONS AND TERMINATIONS

- A. For conductors 8 AWG and smaller:
 - 1. Dry interior areas: Spring wire connectors, pre-insulated "twist-on" rated 105 degrees C per UL 468C. Where stranded conductors are terminated on screw type terminals, install crimp insulated fork or ring terminals. Thomas & Betts Sta-Kon or equal.
 - 2. Motor connections: Spring wire connectors, pre-insulated "twist-on" rated 105 degrees C per UL 468C. Provide a minimum of 8 wraps of Scotch 33+ electrical tape around conductors and connector to eliminate connector back off.

PART 3 - EXECUTION

3.01 GENERAL WIRING METHODS

- A. Use no wire smaller than 12 AWG for power and lighting circuits, and no smaller than 18 AWG for control wiring.
- B. Use 10 AWG conductor for 20 ampere, 120 volt branch circuit home runs longer than 75 feet.

- C. Splice only in junction or outlet boxes.
- D. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- E. Do not share neutral conductors. Provide a dedicated neutral conductor for each branch circuit that requires a neutral.

3.02 WIRING INSTALLATION IN RACEWAYS

- A. Pull all conductors into a raceway at the same time. Verify that raceway is complete and properly supported prior to pulling conductors.
- B. Install wire in raceway after interior of building has been physically protected from the weather and all mechanical work likely to injure conductors has been completed.
- C. Do not install XHHW-2 conductors when ambient temperatures are below –5 degrees C and THHN/THWN conductors when ambient temperatures are below 0 degrees C.
- D. Conductors shall be carefully inspected for insulation defects and protected from damage as they are installed in the raceway. Where the insulation is defective or damaged, the cable section shall be repaired or replaced at the discretion of the Owner and at no additional cost to the Owner.
- E. Place an equal number of conductors for each phase of a circuit in same raceway or cable.
- F. Route conductors from each system in independent raceway system and not intermix in the same raceway, enclosure, junction box, wireway, or gutter as another system unless otherwise shown on the plans.
- G. No more than six current carrying conductors shall be installed in any homerun unless otherwise indicated on the drawings or without prior approval from the Engineer.
- H. Completely and thoroughly swab raceway system before installing conductors.
- I. When two or more neutrals are installed in one conduit, identify each with the proper circuit number in accordance with Section 26 05 53.

3.03 CABLE INSTALLATION

- A. Provide protection for exposed cables where subject to damage.
- B. Support cables above accessible ceilings; do not rest on ceiling tiles. Use spring metal clips or cable ties to support cables from structure. Do not support cables from ceiling suspension system. Include bridle rings or drive rings.
- C. Use suitable cable fittings and connectors.

3.04 WIRING CONNECTIONS AND TERMINATIONS

- A. Stranded wire shall not be wrapped around screw terminals.

- B. Splice only in accessible junction boxes.
- C. Thoroughly clean wires before installing lugs and connectors.
- D. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.
- E. Terminate spare conductors with twist on connectors or heat shrink insulation to proper voltage rating.
- F. Control systems wiring in conjunction with mechanical, electrical or miscellaneous equipment to be identified in accordance with wiring diagrams furnished with equipment.
- G. Code sound and signal systems wiring and any special equipment in accordance with manufacturer's diagrams or recommendations.
- H. Do not exceed manufacturer's recommended pull tensions.

3.05 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Division 1.
- B. Inspect wire and cable for physical damage and proper connection.
- C. Torque conductor connections and terminations to manufacturer's recommended values.

3.06 WIRE AND CABLE INSTALLATION SCHEDULE

- A. All Locations: Building wire and/or remote control and signal cable in raceways.
- B. At the Contractor's option, Metal Clad cable may be used for branch circuit wiring other than homeruns. Homeruns shall be building wire in raceway. Metal Clad cable used for branch circuit wiring from a light switch to the light fixture shall include a neutral conductor.
- C. Maximum length of MC cable above suspended ceilings is 20 feet.
- D. MC cable shall not be used in exposed applications.

END OF SECTION

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 NOTIFICATIONS OF POTENTIAL HAZARDS

- A. Asbestos, lead, and other 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 Division 1, Airborne Contaminant Control, and Division 2 specifications 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 SECTION INCLUDES

- A. Section included hangers and supports for Power Systems and Electronic Safety and Security Systems.
- B. Conduit Supports.
- C. Formed Steel Channel.
- D. Spring Steel Clips.

1.03 RELATED SECTIONS

- A. The Work under this section is subject to requirements of the Contract Documents including the General Conditions, Supplementary Conditions, and sections under Division 1 General Requirements, and Section 26 05 00 – Common Work Results for Electrical and Division 28.

1.04 REFERENCES

- A. International Building Code (IBC), Chapter 16 – Structural Design.

1.05 SUBMITTALS

- A. None required for this section.

1.06 QUALITY ASSURANCE

- A. Support systems shall be adequate for weight of equipment and conduit, including wiring, which they carry.

PART 2 - PRODUCTS

2.01 CONDUIT SUPPORTS

- A. Manufacturers:
 - 1. Allied Tube & Conduit Corp.
 - 2. Minerallac Fastening Systems.
 - 3. O-Z Gedney Co.
 - 4. Substitutions: per Division 1
- B. Hanger Rods: Threaded high tensile strength galvanized carbon steel with free running threads.
- C. Beam Clamps: Malleable Iron, with tapered hole in base and back to accept either bolt or hanger rod. Set screw: hardened steel.
- D. Conduit clamps for trapeze hangers: Galvanized steel, notched to fit trapeze with single bolt to tighten.
- E. Conduit clamps - general purpose: One-hole malleable iron for surface mounted conduits.
- F. Cable Ties: High strength nylon temperature rated to 185 degrees F. self-locking. Note that these are not allowed for telecom and other low-voltage systems.

2.02 FORMED STEEL CHANNEL

- A. Manufacturers:
 - 1. B-Line Systems.
 - 2. Allied Tube & Conduit Corp.
 - 3. Unistrut Corp.
 - 4. Substitutions: per Division 1.
- B. Product Description: Galvanized 12 gage thick steel. With holes 1-1/2 to 2 inches on center.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Division 1: Verification of existing conditions before starting work.

3.02 PREPARATION

- A. Obtain permission from Owner's Representative before using powder-actuated anchors or before drilling or cutting structural members.

3.03 INSTALLATION - GENERAL

- A. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using precast insert system, expansion anchors, preset inserts, beam clamps, or spring steel clips.
- B. Use toggle bolts or hollow wall fasteners in hollow masonry partitions and walls; expansion anchors or preset inserts in solid masonry walls; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheet metal studs; and wood screws in wood construction.
- C. Do not support raceways, low voltage pathways, cables, telecommunication pathways or boxes from ceiling suspension wires or suspended ceiling systems. Provide support from building structure independently to allow ceiling removal and replacement without removal of electrical system. If dedicated support wires are used, wires and wire clips must be painted or color-coded.
- D. Do not fasten supports to piping, ductwork, mechanical equipment, conduit, or ceiling suspension system.
- E. Do not penetrate by drilling or screwing into metal roof decking. All penetrations into metal roof decking must be approved by the Project Manager in writing.
- F. Fabricate supports from structural steel or steel channel, rigidly welded or bolted to present a neat appearance. Use hexagon head bolts with spring lock washers under all nuts.
- G. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- H. Securely fasten fixtures and equipment to building structure in accordance with manufacturer's recommendations and to provide necessary earthquake anchorage.
- I. Provide wall attached fixtures and equipment weighing less than 50 pounds with backing plates of at least 1/8" x 10" sheet steel or 2" x 10" fire retardant treated wood securely built into the structural walls. Submit attachment details of heavier equipment for approval.
- J. Earthquake Anchorages:
 - 1. Equipment weighing more than 50 pounds shall be adequately anchored to the building structure to resist lateral earthquake forces.
 - 2. Total lateral (earthquake) forces shall be 1.5 times the equipment weight acting laterally in any direction through the equipment center of gravity. Provide adequate backing at structural attachment points to accept the forces involved.
- K. Power-driven fasteners are prohibited for tension load applications (such as supporting luminaries or conduit racks from ceiling above). Use drilled-in expansion anchors, or drilled and screw-in anchors such as Kwik-Con II or Tapcon.

END OF SECTION

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 NOTIFICATIONS OF POTENTIAL HAZARDS

- A. Asbestos, lead, and other 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 Division 1, Airborne Contaminant Control, and Division 2 specifications 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 SECTION INCLUDES

- A. Metal Conduit.
- B. Flexible Metal Conduit.
- C. Electrical Metallic Tubing.
- D. Fittings and Conduit Bodies.
- E. Wall and Ceiling Outlet Boxes.
- F. Pull and Junction Boxes.

1.03 RELATED SECTIONS

- A. The Work under this section is subject to requirements of the Contract Documents including the General Conditions, Supplementary Conditions, and sections under Division 1 - General Requirements and Section 26 05 00 – Common Work Results for Electrical.
- B. Section 26 05 19 – Low-Voltage Electrical Power Conductors and Cables.
- C. Section 26 05 29 – Hangers and Supports for Electrical Systems.
- D. Section 26 05 53 – Identification for Electrical Systems.
- E. Section 28 10 00 – Electronic Access Control.

1.04 REFERENCES

- A. American National Standards Institute (ANSI):

1. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
 2. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated.
- B. American Society for Testing and Materials (ASTM):
1. ASTM A 123 – Specification for Zinc Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars and Strip.
- C. National Electrical Manufacturers Association (NEMA):
1. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
 2. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
 3. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
- D. Underwriters Laboratory (UL):
1. UL 6 - Rigid Steel Conduit, Zinc Coated.
 2. UL 514B – Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
- E. National Fire Protection Association (NFPA):
1. NFPA 70 - National Electrical Code.
- F. International Building Code (IBC):
1. IBC chapters 16 and 17 seismic requirements.

1.05 RACEWAY AND BOX INSTALLATION SCHEDULE

- A. Raceway Minimum Size:
1. Interior branch conduits less than 75 feet: ½ inch minimum.
 2. Interior home run conduits and branch conduits greater than 75 feet: ¾ inch minimum.
 3. Below slab-on-grade and in-slab conduits: ¾" minimum.
- B. In or through CMU walls:
1. Raceway: Provide rigid steel conduit or intermediate metal conduit. EMT conduit may penetrate through CMU walls where the EMT is installed in a sleeve and does not come in direct contact with the CMU.
 2. Boxes and Enclosures: Provide concrete tight cast and sheet metal steel metal boxes.
- C. Outdoor Above Grade, Damp or Wet Interior Locations:
1. Raceway: Provide rigid steel conduit or intermediate metal conduit.
 2. Boxes and Enclosures: Provide weatherproof malleable iron for branch circuit junction and outlet boxes. Provide weatherproof NEMA 3R sheet metal

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enclosures for safety and disconnect switches and NEMA 4 sheet metal enclosures with gaskets for motor controllers and control panels.

3. Fittings: Provide galvanized malleable iron with gaskets. Provide Myers threaded hubs for all conduit entries into top and side of sheet metal enclosures.

D. Concealed Dry Locations:

1. Raceway: Provide rigid steel conduit, intermediate metal conduit, or electrical metallic tubing.
2. Boxes and Enclosures: Provide sheet-metal boxes. Provide vapor barrier boxes in exterior walls and the ceiling.
3. Fittings: Provide galvanized malleable iron and steel.

E. Exposed Dry Locations:

1. Raceway: Provide rigid steel conduit or intermediate metal conduit. EMT conduit may be used where exposed conduit is allowed, where it is not subject to physical damage, or where installed on the ceiling or a minimum of ten feet above the floor.
2. Boxes and Enclosures: Provide sheet-metal boxes with raised steel covers.
3. Fittings: Provide galvanized malleable iron and steel.
4. Surface Raceway and Boxes. Where specifically noted on the Drawings, provide surface raceway and boxes.

1.06 DESIGN REQUIREMENTS

A. Raceway Minimum Size:

1. Line Voltage Circuits: Raceway is sized on the drawings for copper conductors with 600-Volt type XHHW insulation, unless otherwise noted. Where a raceway size is not shown on the drawings, it shall be calculated to not exceed the percentage fill specified in the NEC Table 1, Chapter 9 using the conduit dimensions of the NEC Table 4, Chapter 9 and conductor properties of the NEC Table 5, Chapter 9.
2. Low-Voltage Circuits: Where installed in raceways, the raceway size shall be calculated to not exceed the percentage fill specified in the NEC Table 1, Chapter 9, using the conduit dimensions of the NEC Table 4, Chapter 9, and cable diameter provided by the manufacturer.

- B. Box Minimum Size: Provide all boxes sized and configured per NEC Article 370 and as specified in this section.

- C. Seismic Support: Provide support in accordance with section 26 05 29 – Hangers and Supports for Electrical Systems.

1.07 SUBMITTALS

- A. Submittals are not requested for this section.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

PART 2 - PRODUCTS

2.01 RIGID METAL CONDUIT (RMC)

- A. Rigid Steel Conduit: ANSI C80.1, UL 6.
- B. Fittings and Conduit Bodies: NEMA FB 1, UL 514B; Galvanized malleable iron with threaded hubs for all conduit entries. Provide threaded connections and couplings only. Set Screw and running thread fittings are not permitted.
- C. Provide insulated throat bushings at all conduit terminations.

2.02 INTERMEDIATE METAL CONDUIT (IMC)

- A. Product Description: ANSI C80.6, UL 1242; Galvanized Steel Conduit.
- B. Fittings and Conduit Bodies: NEMA FB 1, UL 514B; use fittings and conduit bodies specified above for rigid steel conduit.
- C. Provide insulated throat bushings at all conduit terminations.

2.03 FLEXIBLE METAL CONDUIT (FMC)

- A. Product Description: UL 1, FS WW-C-566; galvanized or zinc-coated flexible steel, full or reduced-wall thickness.
- B. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel or malleable iron with insulated throat bushings. Die cast zinc or threaded inside throat fittings are not acceptable.

2.04 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Product Description: UL 360, flexible metal conduit with interlocked steel construction and PVC jacket.
- B. Fittings and Conduit Bodies: ANSI/NEMA FB 1; liquid tight steel or malleable iron with insulated throat bushings. Die cast fittings are not acceptable.

2.05 ELECTRICAL METALLIC TUBING (EMT)

- A. Product Description: ANSI C80.3, UL 797; galvanized steel tubing.
- B. Fire Alarm EMT: Provide EMT with factory-applied red topcoating.

- C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel or malleable iron, compression or set screw type with insulated throat bushings. Zinc die cast or indented fittings are not acceptable.

2.06 OUTLET BOXES

- A. Sheet Metal Outlet Boxes: ANSI/NEMA OS 1, UL514A galvanized steel, with plaster ring where applicable.
 - 1. Minimum Size: 4 inches square or octagonal, 1-1/2 inches deep, unless otherwise noted.
 - 2. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; furnish 1/2 inch male fixture studs where required. Minimum Size: 4 inches square or octagonal, 2-1/8 inches deep.
 - 3. Concrete and Masonry: Concrete type with field installed tape cover to prevent concrete entry to raceway system. Minimum Size: 4 inches square, 2-1/8 inches deep.
 - 4. Telecommunications Outlets: Minimum size 4-11/16 inches square, 2-1/8 inches deep.
 - 5. Cut-In Boxes: Minimum size 2" x 3" x 2-1/2" deep. Provide cut-in outlet boxes where required for installation in existing walls.
- B. Cast Boxes: NEMA FB 1, Type FD, galvanized malleable iron. Furnish gasketed cover by box manufacturer. Furnish threaded hubs. "Bell" boxes are not acceptable.

2.07 PULL AND JUNCTION BOXES

- A. Sheet Metal Pull and Junction Boxes: ANSI/NEMA OS 1, UL514A galvanized steel.
 - 1. Minimum Size: 4 inches square or octagonal, 1-1/2 inches deep, unless otherwise noted.

2.08 EXPANSION FITTINGS

- A. Galvanized malleable iron, galvanized with grounding bond jumper.

2.09 BUSHINGS

- A. Non-grounding: Threaded impact resistant plastic.
- B. Grounding: Insulated galvanized malleable iron/steel with hardened screw bond to raceway and conductor lug.

2.10 LOCKNUTS

- A. Threaded Electro Zinc Plated Steel designed to cut through protective coatings for ground continuity.

2.11 WIREWAY

- A. Product Description: General purpose type wireway. Size per NEC minimum fill capacity required.
- B. Knockouts: Field-installed, no factory knockouts acceptable.
- C. Cover: Screw cover.
- D. Fittings and Accessories: Include factory couplings, offsets, elbows, adapters and support straps required for a complete system. Provide internal ground bonding jumper bonded to each section.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Ground and bond raceway and boxes.
- B. Provide seismic support and fasten raceway and box supports to structure and finishes in accordance with Section 26 05 29.
- C. Identify raceway and boxes with origin and destination in accordance with Section 26 05 53.
- D. Unless otherwise noted, do not inter-mix conductors from separate panelboards or any other system in the same raceway system or junction boxes.

3.02 INSTALLATION - GENERAL RACEWAY

- A. Install raceway for all systems, unless otherwise noted.
- B. Install an equipment grounding conductor inside of all raceways containing line voltage conductors.
- C. Provide raceways concealed in construction unless specifically noted otherwise, or where installed at surface cabinets, motor and equipment connections and in Mechanical and Electrical Equipment rooms. Do not route conduits on roofs, outside of exterior walls, or along the surface of interior finished walls unless specifically noted on the plans.
- D. Raceway routing and boxes are shown in approximate locations unless dimensioned. Where raceway routing is not denoted, field-coordinate to provide complete wiring system.
- E. Do not route raceways on floor. Arrange raceway and boxes to maintain a minimum of 6 feet 6 inches of headroom and present a neat appearance. Install raceways level and square to a tolerance of 1/8" per 10 feet. Route exposed raceways and raceways above accessible ceilings parallel and perpendicular to walls, ceiling, and adjacent piping.
- F. Maintain minimum 6-inch clearance between raceway and mechanical and piping and ductwork. Maintain 12-inch clearance between raceway and heat sources such as flues,

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steam pipes, heating pipes, heating appliances, and other surfaces with temperatures exceeding 104 degrees F.

- G. Do not install raceway imbedded in spray applied fire proofing. Seal raceway penetrations of fire-rated walls, ceilings, floors in accordance with the requirements of Section 26 05 00.
- H. Where raceway penetrates fire-rated walls and floors, seal opening around conduit with UL listed firestop sealant or intumescent firestop, preserving the fire time rating of the construction.
- I. Raceways and boxes penetrating vapor barriers or penetrating areas from cold to warm shall be taped and sealed with a non-hardening duct sealing compound to prevent the accumulation of moisture, and shall include a vapor barrier on the outside.
- J. Conduit embedded in concrete or solid masonry shall not be larger than 1/3 the thickness of the wall or slab and shall be spaced not less than three diameters apart. No cutting of reinforcing bars shall be permitted unless specifically approved. Should structural members prevent the installation of conduit or equipment, notify the Owner before proceeding.
- K. Arrange raceway supports to prevent misalignment during wiring installation. Support raceway using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- L. Do not attach raceway to ceiling support wires or other piping systems and do not fasten raceway with wire or perforated pipe straps. Remove all wire used for temporary raceway support during construction, before conductors are pulled. Raceway shall be installed to permit ready removal of equipment, piping, ductwork, or ceiling tiles.
- M. Group raceway in parallel runs where practical and use conduit rack constructed of steel channel with conduit straps or clamps, as specified in Section 26 05 29. Provide space on each rack for 25 percent additional raceway.
- N. Cut conduit square; de-burr cut ends. Bring conduit to the shoulder of fittings and couplings and fasten securely. Where locknuts are used, install with one inside box and one outside with dished part against box.
- O. Use threaded raintight conduit hubs for fastening conduit to cast boxes, and for fastening conduit to sheet metal boxes in damp or wet locations. Sealing locknuts are not acceptable.
- P. Install conduit bodies to make sharp changes in direction, such as around beams. "Goosenecks" in conduits are not acceptable.
- Q. Provide protective plastic bushings or insulated throat bushings at each raceway termination not installed to an enclosure. Bushings shall be threaded to the raceway end or connector.
- R. Avoid moisture traps; install junction box with drain fitting at low points in raceway system.
- S. Install fittings and flexible metal conduit to accommodate 3-axis movements where raceway crosses seismic joints.

- T. Install fittings designed and listed to accommodate expansion and contraction where raceway crosses control and expansion joints.
- U. Use cable sealing fittings forming a watertight non-slip connection to pass cords and cables into conduit. Size cable sealing fitting for the conductor outside diameter. Use Appleton CG series or equal cable sealing fittings.
- V. Use suitable caps to protect installed raceway against entrance of dirt and moisture.
- W. Provide nylon "jet-line" or approved equal pull string in empty raceway, except sleeves and nipples.
- X. Paint all exposed conduit to match surface to which it is attached or crosses. Clean greasy or dirty conduit prior to painting in accordance with paint manufacturer's instructions. Where raceway penetrates non-rated ceilings, floors or walls, provide patching, paint and trim to retain architectural aesthetics similar to surroundings.

3.03 INSTALLATION – GENERAL BOXES

- A. Provide electrical boxes as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and code compliance. All electrical box locations shown on Drawings are approximate unless dimensioned.
- B. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only. Where installation is inaccessible, install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaires. Coordinate locations and sizes of required access doors with Division 8.
- C. Coordinate layout and installation of boxes to provide adequate headroom and working clearance. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- D. Align wall-mounted outlet boxes for switches, thermostats, and similar devices.
- E. Use multiple-gang boxes where more than one device are mounted together; do not use sectional boxes. Provide barriers to separate wiring of different voltage systems and where normal and emergency power circuits occur in the same box.
- F. Adjust box location up to 6 feet prior to rough-in to accommodate intended purpose.
- G. Unless otherwise specifically noted, locate outlet boxes for light switches within 6 inches of the door jamb on the latch side of the door.
- H. Position outlets to locate luminaires as shown on reflected ceiling plans.
- I. Locate and install boxes to maintain headroom and to present a neat appearance.
- J. Locate flush-mounted box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- K. Provide knockout closures for unused openings.
- L. Install boxes in walls without damaging wall insulation or reducing its effectiveness.

RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

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- M. Provide recessed outlet boxes in finished areas; secure boxes to interior wall and partition studs, accurately positioning to allow for surface finish thickness. For outlet boxes in walls with combustible finished surfaces such as wood paneling or fabric wall coverings, position box to be flush with finished surface per NEC requirements.
- N. Use stamped steel stud bridges for flush outlets in hollow stud wall, and adjustable steel channel fasteners for flush ceiling outlet boxes. Accurately position bridges to allow for surface finish thickness.
- O. Do not install flush mounted boxes back-to-back in walls; install with minimum 6 inches separation.
- P. Install with minimum 24 inches separation in fire rated walls. Limit penetrations in fire rated walls to 16 square inches each and a maximum total combined penetration area of 100 square inches in any given 100 square feet of wall. Where penetrations are in excess of these requirements provided UL listed fire stop wrap acceptable to Authority having Jurisdiction.
- Q. Do not fasten boxes to ceiling support wires or other piping systems.
- R. Support boxes independently of conduit.
- S. Clean interior of boxes to remove dust, debris, and other material and clean exposed surfaces and restore finish.
- T. Provide blank covers or plates for all boxes that do not contain devices.

END OF SECTION

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 NOTIFICATIONS OF POTENTIAL HAZARDS

- A. Asbestos, lead, and other 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 Division 1, Airborne Contaminant Control, and Division 2 specifications 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 SECTION INCLUDES

- A. Nameplates and Tape Labels.
- B. Wire and Cable Markers.
- C. Low-voltage One-line Diagrams and System Maps.

1.03 RELATED SECTIONS

- A. The Work under this section is subject to requirements of the Contract Documents including the General Conditions, Supplementary Conditions, and sections under Division 1 General Requirements, and Section 26 05 00 – Common Work Results for Electrical.
- B. Section 26 05 33 – Raceway and Boxes for Electrical Systems.
- C. Section 27 10 00 – Structured Cabling.
- D. Section 28 10 00 – Electronic Access Control.

1.04 SUBMITTALS

- A. Submittals are not requested for this section.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Install labels and nameplates only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

PART 2 - PRODUCTS

2.01 NAMEPLATES

- A. Product Description: Laminated three-layer plastic with engraved white letters on black background.
- B. Letter Size:
 - 1. 1/4-inch high letters for identifying individual panel or equipment.
 - 2. 1/8-inch high letters for remaining lines with 1/8 inch spacing between lines.
- C. Minimum nameplate size: 1/8 inch thick with a consistent length and height for each type of nameplate wherever installed on the project.

2.02 TAPE LABELS

- A. Product Description: Adhesive tape labels, with 3/16 inch Bold Black letters on clear background made using Dymo Rhino series label printer or approved equal.
- B. Embossed adhesive tape will not be permitted for any application.

2.03 WIRE MARKERS

- A. Power and Lighting Description: Machine printed heat-shrink tubing, cloth or wrap-on type, for all neutrals and Phase conductors.
- B. Low Voltage System Description: Self-adhesive machine printed label with unique wire number that is shown on shop drawing for system.
- C. Telecommunications Cable Markers: Self-laminating vinyl with translucent band and minimum 1"W x .5"H printable area with matte white finish. Brady #B-427 series or approved equal.

2.04 LOW-VOLTAGE SYSTEMS ONE-LINE DIAGRAMS AND MAPS

- A. Provide one-line diagrams and system maps for low-voltage and special systems, such as fire, security, telecommunications, intercom, etc.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION

- A. Degrease and clean surfaces to receive nameplates and tape labels.
- B. Install nameplates and tape labels parallel to equipment lines.

3.02 NAMEPLATE INSTALLATION

- A. Secure nameplates to equipment fronts using machine screws tapped and threaded into panelboard, or using rivets. The use of adhesives is not acceptable. Machine screws to not protrude more than 1/16 inch on back side.
- B. Control or Low Voltage System Panels:
 - 1. Provide nameplate for each control panel with the following information:
 - a. Line 1: Unique panel name as shown on the shop drawings.
 - b. Line 2: System description such as Access Control, etc.
 - c. Line 3: Panelboard and circuit number from which the panel is fed if applicable.

3.03 LABEL INSTALLATION

- A. Low-Voltage System Device Labels: Provide label on each device, denoting device ID or address where applicable. Affix label to device faceplate for ceiling-mounted devices or wall-mounted devices. Affix label inside backbox for exterior devices.

3.04 WIRE IDENTIFICATION

- A. Provide wire markers on each conductor in panelboard gutters, pull boxes, outlet and junction boxes, and at load connection. Identification shall be as follows:
 - 1. Markers shall be located within one inch of each cable end, except at panelboards, where markers for branch circuit conductors shall be visible without removing panel deadfront.
 - 2. Each wire and cable shall carry the same labeled designation over its entire run, regardless of intermediate terminations.
 - 3. Color code phases, neutral, and ground per NEC requirements and Section 26 05 19.
 - 4. Color-code all low-voltage system wires and cables in accordance with the individual sections in which they are specified.
 - 5. For power circuits, identify with branch circuit or feeder number.
 - 6. Provide cable markers on each cable, indicating device designation (e.g. "Camera 27") for all security, intercom, door control, CCTV, MATV, and CATV systems. Cables shall be labeled at each end, as well as at any intermediate junction boxes or pullboxes.
- B. Provide pull string markers at each end of all pull strings. Marker shall identify the location of the opposite end of the pull string.

3.05 JUNCTION BOX IDENTIFICATION

- A. Label each power junction box with the panelboard name and circuit number.
- B. Label all junction boxes for intercom, access control, and CCTV systems with the type of system cables contained in the box.

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- C. For junction boxes above ceilings, mark the box cover with the circuit or system designation using permanent black marker. For junction boxes in finished areas, mark the inside of the cover with the circuit or system designation using permanent black marker.

3.06 DEVICE PLATE IDENTIFICATION

- A. Label each receptacle and light switch device plate or point of connection denoting the panelboard name and circuit number.
- B. Install adhesive label on the top of each plate.

3.07 LOW-VOLTAGE SYSTEM IDENTIFICATION

- A. Install all labeling in accordance with the requirements of this section and of each section where the individual systems are specified.

END OF SECTION

STRUCTURED CABLING

PART 1 - GENERAL

1.01 NOTIFICATIONS OF POTENTIAL HAZARDS

- A. Asbestos, lead and other 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 Division 1, Airborne Contaminant Control, and Division 2 specifications 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 SECTION INCLUDES

- A. Requirements for the design and installation of a complete and functional telecommunications cabling system for the project scope including communications cable, patch panels, telecommunications jacks, raceways, and other equipment or components as required to achieve the specified function.

1.03 RELATED SECTIONS

- A. Section 26 05 29 – Hangers and Supports for Electrical Systems.
- B. Section 26 05 33 – Raceway and Boxes for Electrical Systems.
- C. Section 26 05 53 – Identification for Electrical Systems.
- D. Section 28 10 00 – Electronic Access Control System

1.04 PROJECT RECORD DOCUMENTS

- A. Submit documents under the provisions of Division 1.
- B. Accurately record location of jacks, pull boxes and equipment racks, routing of all telecommunications raceways and cables, numbering scheme and identification number of all cables and jacks.
- C. Submit test results for all cables prior to Substantial Completion.

1.05 LISTINGS AND STANDARDS

- A. Furnish products listed and classified by Underwriters Laboratories, Inc. and suitable for purpose specified and indicated.

- B. Where a UL Standard is in effect equipment shall meet that standard and shall bear the UL label.

1.06 REFERENCE CODES AND STANDARDS

- A. The publications listed below form a part of the specification to the extent referenced. The publications are referred to in the text by basic designation only. The reference codes and standards are minimum requirements:
 - 1. ANSI/NFPA 70 National Electrical Code, latest adopted version.
 - 2. BICSI Telecommunications Distributions Methods Manual, current version.
 - 3. ANSI/TIA 568-E Commercial Building Telecommunications Cable Standard, current version.
 - 4. ANSI/TIA 569-E Commercial Building Standard for Telecommunications Pathways and Spaces, current version.
 - 5. ANSI/TIA 606-D Administration Standards for the Telecommunications Infrastructure of Commercial Buildings, current version.
 - 6. ANSI/TIA 607-D Commercial Building Grounding and Bonding Requirements for Telecommunications, current version.

1.07 QUALITY ASSURANCE

- A. Install all work in accordance with the above reference standards and codes. The Owner reserves the right to reject all or a portion of the work performed either on technical or aesthetic grounds.
- B. All telecommunications cabling system layout and installation shall be overseen by a BICSI-certified Registered Communications Distribution Designer (RCDD). The installer shall either have an RCDD on permanent staff or shall have an RCDD on contract for the duration of the project. The RCDD shall sign and attest to all cable distribution design submittals and project record drawings and shall attest to the completeness and accuracy of the system layout and installation. There shall be a BICSI-certified technician on-site or on-call during installation.
- C. All workmen employed for installation of equipment and cabling specified under this section shall be specifically trained and certified in the installation of the specified Category 6 UTP cabling systems, and shall have at least three years of experience installing, terminating, and testing Category 6 UTP on this size and complexity of project.

1.08 SUBMITTALS

- A. Submit product data under provisions of Division 1. Provide factory test results for cables and connectors. Provide product data for the following products:
 - 1. UTP Telecommunications Cable.
 - 2. UTP Telecommunications Jacks and Faceplates.
 - 3. UTP Modular Patch Panel.
 - 4. UTP Telecommunications Cable Tester.
 - 5. UTP Sample Test Report (with all required testing parameters shown).
- B. Submit qualifications and certifications to install the specified cabling system.

1.09 LABELING SYSTEM

- A. Labeling shall conform to ANSI/TIA-606-B standards, Section 26 05 53, and this Section.
- B. Telecommunications Outlets:
 - 1. Labels on all outlets shall have minimum 1/8-in. high characters and shall be installed behind recessed clear plastic covers on faceplate.
 - 2. Label room outlets with two labels on the faceplate as follows:
 - a. Top Label: Shows the telecommunication room, the cable is run to (MDF, TC2, TC3, etc), followed by rack number (1, 2, etc.) followed by patch panel identification expressed as a letter (A), followed by port in patch panel the outlet is located (xx). Example: TC2-2B:38 (where TC2 indicates closet, 2 is the second rack, B is the second patch panel in the rack, 38 is the port in patch panel).
 - b. Bottom Label: Shows the room number (room 103), followed by the jack/outlet number (J2) from the left when entering the room, followed by the quantity of ports within the outlet faceplate (1-6). Example: 103 J2:1 (where 103 is the room number, J2 is the 2nd jack/outlet from the left in the room, and 1 is the single port in the faceplate). Where the faceplate has multiple ports, the last part of the ID shall indicate the quantity. Example: 103 J2:1-4 (where 103 is the room number, J2 is the 2nd jack/outlet from the left in the room, and 1-4 represents the four ports in the faceplate).
- C. Telecommunications Patch Panels:
 - 1. Label each patch panel with each unique patch panel name, expressed as a letter. Example: A for 1st patch panel, B for 2nd, C for third, etc.
 - 2. Label each port on the patch panels with a 1-line identifier as follows:
 - a. Show the room number (room 103), followed by the jack/outlet number (J2) from the left when entering the room, followed by the port number within the outlet faceplate (1-6). Example: 103 J2:3 (where 103 is the room number, J2 is the 2nd jack/outlet from the left in the room, and 3 is the 3rd port in the faceplate).
- D. Telecommunications Closet:
 - 1. Label cable with wire number to denote the station outlet with appended cable number at each end. Cable ID tags shall be attached within 2 inches of cable end so that ID tag is visible within box.
 - 2. In each telecom closet, provide an updated floor plan of the area served, along with a list of telecommunication outlets cross-referenced to the rack, patch panel and port. Mount behind Plexiglas cover in each telecom closet.
- E. Copper Horizontal Cable:
 - 1. Label the end of each cable with the same designation used on the equipment where the cable is terminated (i.e. the patch panel or telecommunications outlet). Labels shall be installed within one inch of the end of the cable insulation, after the insulation has been cut back to allow for termination.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS – STRUCTURED CABLING SYSTEM

- A. Throughout this specification, specific manufacturers and manufacturer's catalog numbers are cited. These citations are for the purpose of establishing quality and performance criteria and are not intended to be proprietary. All products in the structured cabling system shall be provided from one of the approved manufacturing partnerships listed below, or an alternate system shall be substituted under the provisions of Division 1.
 - 1. Legrand Clarity/Superior Essex.
 - 2. Belden.
 - 3. Hubbell/Mohawk.
 - 4. TE Connectivity (formerly ADC/Krone/Amp).
 - 5. CommScope Uniprise.
 - 6. Leviton/Berk-Tek.
 - 7. Substitutions: Under provisions of Division 1.
- B. Structured Category 6 cabling systems shall include, but not be limited to, UTP telecommunications cable, UTP jacks, faceplates, modular patch panels, and UTP patch cables.
- C. All Horizontal UTP telecommunications cables that stay within the building envelope shall be UL listed, plenum-rated CL2P, Category 6 (except as noted below), 4 pair, 23-24 AWG, solid copper conductor, blue jacket.
 - 1. Superior Essex "DataGAIN" CMP or approved equal.

2.02 UTP TELECOMMUNICATIONS JACKS

- A. All UTP telecommunications jacks shall be Category 6, T568A/B, 8P8C, single, white finish, telecommunications jack with flush exit. Unless otherwise noted on the drawings, install each telecommunications jack in a single gang faceplate at each telecommunications outlet. The quantity of faceplate openings shall match the quantity of jacks at each location. All jacks shall be wired using the T568B wiring configuration.
- B. UTP Jacks:
 - 1. Legrand Clarity "TracJack Clarity 6" #OR-TJ600 or approved equal.

2.03 TELECOMMUNICATIONS OUTLET FACEPLATES

- A. Unless otherwise noted, all faceplates shall be single-gang plastic faceplates with white finish. The number of openings in each faceplate shall match the jack count of each outlet shown on the Drawings. (x in part numbers = designation for number of openings in faceplate)
 - 1. Legrand Clarity "TracJack" #OR-4030054x or approved equal.

2.04 UTP MODULAR PATCH PANEL

1. Existing patch panels will be used. Provide jack modules with color code below where terminating on unloaded patch panels.
2. Jack Modules:
 - a. Data (includes new ports for VIM) (blue): Legrand Clarity #OR-HDJ6-36 or approved equal.
 - b. VIC/Access Control Panel (grey): Legrand Clarity #OR-HDJ6-78 or approved equal.

2.05 UTP PATCH CABLES

- A. All patch cables shall be factory manufactured to match the applicable cable/connectivity solution (i.e. the Ortronics/Superior Essex system shall use Ortronics manufactured patch cords, etc.).
- B. VIM: Provide 9-foot Category 6 patch cable with blue jacket for installation between the data jacks in each telecommunications outlet and the VIM. Provide one patch cable for each new VIM.
 1. Legrand Clarity #OR-MC609-06 or approved equal.
- C. VIC/Access Control Panel – Provide 3-foot Category 6 patch cable with grey jacket for installation between the surface outlet and network port on field devices.
 1. Legrand Clarity #OR-MC603-08 or approved equal.

2.06 CABLE SUPPORT

- A. All cables not installed in conduit shall be supported in J-hooks or cable tray.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work.

3.02 GENERAL INSTALLATION

- A. Follow cable manufacturer's specification regarding handling methods, retaining/support methods, bending radius and maximum pulling tension limitations. Where manufacturer does not provide bending radius information, minimum bending radius shall be 10 times the diameter of the cable. Use a tension-monitoring device to ensure that the maximum pulling tension that may be applied to the cable to be pulled into a conduit section is not exceeded. Provide replacement cable if cable manufacturer's maximum pulling tension is exceeded at any time during a pull.

- B. Cable shall be carefully inspected for sheath defects or other irregularities as it is paid out from the reel. When defects are detected, pulling shall stop immediately and the cable section shall be repaired or replaced at the discretion of the Owner. A system of communications shall be maintained between pulling and feed locations so that pulling can be stopped instantly, when required.
- C. Adequate care shall be exercised when handling and storing reels of cable to prevent damage to the cable. Cable with dents, flat spots, or other sheath distortions shall not be installed.
- D. Store a maximum of one foot of slack UTP cable for each UTP jack at each telecommunications outlet.
- E. In the telecommunications closet, ten feet of slack UTP cable shall be provided at the racks. Route the service loop around the cable runway above the racks. No cables shall encroach or interfere with rack equipment space. All cables shall be protected from physical damage and should not be routed on the floor. Coiling the slack cable adjacent to the rack is not acceptable. The intent of this installation method is to provide slack cable for future work without causing increased inductance by coiling the cables.
- F. All cabling shall be run continuous with no splices from each telecommunications jack to the cable connector at the patch panels. Telecommunications cables shall be terminated at each end on their respective jack. No cable run shall exceed 90 meters (295 feet) in length from the jack on the peripheral end to the patch panel.
- G. All cable shall be routed in such a way as to minimize EMI and RFI interference. Cables shall be routed to maintain the following minimum distances from noise producing devices:
 - 1. Open or Nonmetallic Communications Pathways:
 - a. 12 inches from electrical equipment and power lines of 3 kVA or less.
 - b. 18 inches from fluorescent and HID ballasts.
 - c. 36 from electrical equipment and power lines greater than 5 kVA.
 - d. 48 inches from transformers and motors.
 - 2. Grounded Metal Conduit Communications Pathways:
 - a. 3 inches from electrical equipment and power lines of 2 kVA or less.
 - b. 6 inches from electrical equipment and power lines of 2 kVA to 5 kVA.
 - c. 12 inches from 5 kVA or greater power lines.

3.03 TERMINATIONS

- A. The jacket of UTP cables shall be maintained to a point within one inch of the telecommunications jack. The twists on the individual pairs shall be maintained as close as possible to the contacts of the termination points but shall in no case exceed 1/2 inch.
- B. Pairs from each cable shall be terminated sequentially from left to right, top to bottom starting with the lowest assigned number at the upper left-hand corner of the panel.

3.04 PATHWAYS AND RACEWAYS

- A. Unless otherwise noted, all cables shall be installed in conduit or surface raceways from the telecommunications jack to the space above the accessible ceiling, within 18" of the J-hook or cable tray pathway. Portions of cables not installed in conduit shall be supported in accordance with TIA/EIA standards at intervals not exceeding four (4) feet in length using J-hooks. The cable shall not be supported from ducts, pipes, conduits, ceiling grid hangar wires, etc. At any point where the cable changes direction, slack shall be provided to prevent rubbing or binding on the corner supports. Extreme care shall be taken to ensure that the cable is not compressed, kinked or otherwise deformed during installation. Any cable that is stretched, compressed, kinked or otherwise deformed shall be replaced at no cost to the Owner.
- B. Cables to be installed in raceway, cable tray, continuous cable support system or J-hooks (as specified above) for the entire length of each cable. Provide raceway through areas that will not be accessible for future cable replacement or additions.
- C. Provide pathway capacity throughout entire system for each telecommunication outlet served, sized to accommodate a minimum of four 4-pair cables from each outlet location to the designated telecommunication room, as shown on the plans. Minimum conduit size is 1". Provide equivalent minimum capacity for equivalent surface raceway.
- D. Telecommunication cables shall not be installed in the same raceway or pathway as power cables.
- E. Install polyethylene pulling string in each empty conduit containing a bend or over 10 feet in length.
- F. Install all telecommunications outlets in outlet boxes under the provisions of Section 26 05 33. Unless otherwise noted on the Drawings or in the Specifications, outlets shall be mounted at 18 inches above floor, 4 inches above counters or backsplash, with the jacks oriented in the standard "pins down" position.
- G. Support raceways, outlet boxes, junction boxes and equipment racks under the provisions of Section 26 05 29.

3.05 LABELING

- A. Label equipment racks as noted here-in and under the provisions of Section 26 05 53.
- B. Furnish and install labels and documentation to identify all cables, jacks, and connections in accordance with TIA/EIA standards, as shown on the Drawings, and under the provisions of Section 26 05 53. As a minimum each jack in each faceplate shall have a unique identifier that matches the identifier at the patch panel. Identifiers shall be installed on the front of the telecommunications faceplate, on the cable behind the faceplate, and on the front of the patch panel at the associated jack.

3.06 CABLE ACCEPTANCE TESTING

- A. Each UTP cable shall be tested for compliance with ANSI/TIA 568C Category 6 standards after installation using a Fluke #DSX or approved equal tester that has been

calibrated within the last year. At a minimum, the Contractor shall perform the following tests with the maximum frequency of the tester set at 350MHz:

1. Signal Attenuation / Insertion Loss.
 2. Near End Cross Talk (NEXT).
 3. Power Sum Near End Cross Talk (PS-NEXT).
 4. Attenuation to Crosstalk Ratio – Near End (ACR-N)
 5. Attenuation to Crosstalk Ratio – Far End (ACR-F).
 6. Power Sum Attenuation to Crosstalk Ratio – Near End (PSACR-N).
 7. Power Sum Attenuation to Crosstalk Ratio – Far End (PSACR-F).
 8. Propagation Delay.
 9. Delay Skew.
 10. Return Loss.
 11. Wiremap.
 12. Overall Cable Length.
- B. Test, analyze, and record compliance for the following network protocols:
1. 10 Base-T.
 2. 100 Base-T.
 3. 1000 Base-T (1 Gb/s).
- C. The Contractor shall provide 100% testing for each “permanent link” (i.e. from the work area outlet to the patch panel). Provide test results for all tests noted above in the form of printouts from the test equipment and provide an electronic copy of the test data for each cable on CD. If proprietary software is used, the submitted CD shall include any necessary software required to view test results. If the results are delivered in a standard format such as Excel or Access, the viewing software need not be provided. At the front of the test report, the Contractor shall provide an index showing the pass/fail results of each cable, along with the cable length and a corresponding cable label.
- D. Where any portion of the system does not meet the Specifications, the Contractor shall correct the deviation and repeat any applicable testing at no additional cost to the Owner.
- E. Submit a copy of the test report for each cable prior to substantial completion of the project.
- F. Acceptance of the telecommunications system shall be based on the results of the above tests, functionality, and the receipt of documentation.

END OF SECTION

ELECTRONIC ACCESS CONTROL

PART 1 - GENERAL

1.01 NOTIFICATION OF POTENTIAL HAZARDS

- A. Asbestos, lead, and other 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 Division 1, Airborne Contaminant Control, and Division 2 specifications 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 SECTION INCLUDES

- A. Contractor Designed and Installed Access Control System.
- B. Access Control System Wire and Cable.
- C. Video Intercom System.

1.03 RELATED SECTIONS

- A. Section 08 71 00 – Door Hardware.
- B. Section 26 05 00 – Common Work Results for Electrical.
- C. Section 26 05 19 – Low-Voltage Electrical Power Conductors and Cables.
- D. Section 26 05 33 – Raceway and Boxes for Electrical Systems.
- E. Section 26 05 53 – Identification for Electrical Systems.
- F. Section 27 10 00 – Structured Cabling.

1.04 SUMMARY – ACCESS CONTROL SYSTEM

- A. Provide all equipment, materials, labor, documentation and services necessary to furnish, install, calibrate, adjust, and test a complete and operational Access Control System, as required herein and as indicated on the Drawings. The system consists of, but is not limited to the following functions and capabilities:
 - 1. Access Control for authorized individuals.

2. Global system access for administration, programming, monitoring, and maintenance. The system shall be connected to the ASD LAN for system-wide access and administration once established.
- B. The system equipment and installation shall comply with all provisions and requirements of this specification, as well as any and all applicable national, state and local codes and standards.
- C. System Components: The basic components of the Access Control System shall include:
1. Access Control Panel (ACP), including card reader controller, input and output modules, power supply, and all components required to add devices to the system.
 2. Door hardware, including electrified exit device, latch retraction kit, electric hinge/power transfer device, keyed electric switch, and all other components required to provide control of doors identified on the drawings.
 3. Magnetic contacts, proximity card readers, and other devices shall be provided as specified in the Contract Documents. Unless otherwise noted on the Drawings, each field device (sensor or contact) shall have a dedicated input on the access control system and shall have a unique point name, as described on the Drawings. Exceptions where multiple devices are connected to a single input are as follows:
 - a. Multiple sets of door contacts at double doors.
 4. New software, including installation on ASD-furnished equipment.

1.05 FUNCTIONAL DESCRIPTION AND SEQUENCE OF OPERATIONS

- A. A new access control system will be provided for the school. At selected perimeter doors, a new card reader and door contact will be provided. The electrified hardware specified under Div 8 will be connected to the system for control of these doors. New door controllers will be located in the telecom rooms for central connection of the system cabling. A door power supply will be located in the telecom room for all doors. The software to be installed will be the "Avigilon Unity" system selected by ASD.
- B. All doors will have an electric keyswitch on the wall nearby. At main entries with double doors electrified, the keyswitch will control both doors in an opening. The keyswitches will be connected to the access control system so that doors can be locked/unlocked regardless of switch position.
- C. Sequence of Operations – Typical: Perimeter Doors (other than main entry): Doors are normally locked at all times. Door can be electrically held unlocked via keyswitch or access control system if desired. Presentation of valid proximity card at the reader will unlock the door for a set amount of time, then re-lock once closed. Door contact will report the door open to the access control system. Door shall have free egress at all times, though request-to-exit switch in electrified exit device will report to the access control system to validate authorized opening.
- D. Main Entry Vestibule, Outer: Doors are normally locked during school hours. Doors are unlocked during drop-off/pick-up, and at other times as decided by the school. Typically the door closest to the office in this opening will be controlled via card reader and video intercom system. Both doors will be controlled together by wall mounted key switch. Lockdown secures both doors. Where noted, new automatic door operator will be provided on the same controlled door as card reader and intercom or existing operator integrated

into system. Outer actuator will only be active when door is unlocked. Inner actuator will always be active and will signal the door power supply to retract the latch and then open the door.

- E. Main Entry Vestibule, Inner: Doors are normally locked during school hours. Doors are unlocked during drop-off/pick-up, and at other times as decided by the school. No card reader/intercom will be provided at these doors unless noted otherwise. Both doors will be controlled by wall-mounted keyswitch. Latchbolt monitoring and door contact can be connected in series for these doors and reports to access control system only. Lockdown secures both doors. Where noted, new automatic door operator will be provided on one door with left/right position to be determined site by site, or existing operator integrated into the system. Actuator in the vestibule (heading into the school) will only be active when door is unlocked. Actuator inside of the school (exiting the building) will always be active and will signal the door power supply to retract the latch and then open the door.
- F. Video Intercom User Console: The staff user console for the video intercom will be used to unlock both the outer main vestibule door and other select doors where a video intercom field station is installed. Multiple unlock buttons will need to be programmed; one button for each door. Typical release time for doors to be unlocked is 5 seconds, but may be modified based on ASD direction during programming.
- G. Indicator Lights – color scheme
 - 1. Key Switch:
 - a. Red – door is locked
 - b. Green – door is unlocked

1.06 SUMMARY – VIDEO INTERCOM SYSTEM

- A. Provide all equipment, materials, labor, documentation and services necessary to furnish, install, calibrate, adjust, and test a complete and operational Video Intercom System, as required herein and as indicated on the Drawings. The system consists of, but is not limited to the following functions and capabilities:
 - 1. Identification of visitors at locations indicated on the drawings.
 - 2. Communication with the school administrative offices and ability to remotely unlock doors to allow entry.
 - 3. Integration with school's video surveillance system to display the camera views on the video system monitors and record the video output from the field station(s).

1.07 SUBMITTALS

- A. Submit product data under provisions of Division 1 and Section 26 05 00.
- B. Provide manufacturer's data sheets on all equipment proposed for use on this project.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by Product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of Product.

- D. Electronic AutoCad® drawings of the building floor plans are available upon request for preparation of the shop drawings. All device locations shall be field verified by the Contractor prior to completion of the shop drawings.
- E. Provide contract-size shop drawings that include the following information:
 - 1. Locations of all equipment and field devices, as well as routing of all cables with the number and size of conductors in each run. Scale of floor plan shall match Contract Drawings.
 - 2. Locations and sizes of all raceways, sleeves, and penetrations. Fire rated penetrations shall be specifically noted.
 - 3. Provide a one-line diagram for the facility that shows the signal relationships of all new devices within the system.
 - 4. Provide voltage drop and battery calculations for each new ACP, including all connected devices. Calculations shall include estimated time system will run without utility AC power in non-alarm state. All calculations shall be shown on the Drawings.
 - 5. For each major component, such as an ACP, show a typical detail of all wiring connections to the equipment. This detail shall include all wire/cable color-coding and all identification tags where applicable.
 - 6. Indicate electrical characteristics and connection requirements, including line voltage and low voltage wiring, and logic diagrams or block diagrams where required. All text on the drawings shall be legible without magnification when the shop drawings are reduced to 11" x 17".
 - 7. Shop drawings denoting all details of the system must be submitted and approved by the Owner prior to commencement of installation.
 - 8. Shop drawings for all systems in this specification may be combined into a single set of drawings.

1.08 CLOSEOUT DOCUMENTS

- A. Submit documents under provisions of Division 1.
- B. Accurately indicate actual location of all devices and controlling equipment, including ACPs, power supplies, proximity card readers, magnetic contacts, relays, electrified door hardware, etc. All field devices shall be shown with their actual device addresses.
- C. Show the location and routing of all conduit and cables, including locations of major pull and junction boxes.
- D. Include a reduced set (11" x 17") set of the project record drawings in the Operation and Maintenance Manual.
- E. Provide operation and maintenance instructions including detailed electronic schematic drawings, detailed parts list and exploded view of all equipment, detailed troubleshooting instructions and a reduced set of the project record drawings.
- F. Provide detailed instructions on downloading/uploading system software updates.
- G. Program Documentation: Provide two electronic copies of the System Software Program to aid in future maintenance, troubleshooting and modification of the security system.

1.09 QUALITY ASSURANCE

- A. The Systems Integrator shall submit qualifications in accordance with Division 1. Qualifications shall include the following:
 - 1. The entire access control system shall be installed and programmed by a Systems Integrator. The Systems Integrator shall be certified to install the access control system and shall have a minimum of three years documented experience installing and programming access control systems in the State of Alaska. Documentation of previous experience shall include at least three (3) similar projects where a system of this type has been installed.
 - 2. Where the Integrator is a branch office or other division of a larger organization, the qualifications of the branch office or other division shall meet the requirements of the Contract Documents.
 - 3. The Security Integrator shall provide documentation that at least one field installer is certified to install the access control system. The Contractor shall submit qualifications of the On-Site Installer prior to start of work.

1.10 WARRANTY

- A. Warrant all materials and equipment to be new and free from defects in material and workmanship for a period of one year under provisions of Division 1.
- B. Thirty days prior to the expiration of the maintenance contract, the Integrator shall contact the Owner's Representative to determine if any adjustments or reprogramming are necessary to maintain proper operation of the security system. If any adjustments or reprogramming are necessary, they shall be done at no cost to the Owner.

1.11 SPARE MATERIAL

- A. Provide the following spare parts for the access control system:
 - 1. Proximity Card Reader: One standard proximity card reader.

PART 2 - PRODUCTS

2.01 MATERIALS AND MANUFACTURERS

- A. This specification is based on the "Open Path" access control system. Where products are listed as "or approved equal", these citations are for the purpose of establishing quality and performance criteria. All components provided shall be listed for use (if applicable) and compatible with the referenced system. All decisions regarding approval of non-specified manufacturers and products will be at the discretion of the Owner.
- B. Where no manufacturer is specified, provide products of manufacturers in compliance with requirements. Any item of equipment or material not specifically addressed on the drawings or in this document and required to provide a complete installation shall be provided in a level of quality consistent with other specified items.

- C. The Contractor shall provide the latest product model and software version available from each manufacturer at the time of installation. No "beta version" or "test software" products will be accepted. All proposed and provided equipment and/or products shall be from the specified and approved manufacturers only, unless previously approved by the Engineer and/or Owner.
- D. All products and materials are to be new and free of defects, damage and corrosion. All materials shall be in compliance to all applicable codes and designed specifically for the function intended.
- E. Quantity and location of all devices and equipment shall be as specified in Contract Documents or as required for a complete and operable system.

2.02 SYSTEM SOFTWARE

- A. "Avigilon Unity (formerly Open Path)" Access Control System. NO SUBSTITUTIONS.

2.03 ACCESS CONTROL PANEL (ACP)

- A. Control panel shall be assembled with card reader controller, input modules, output modules, power supply, and network interface for LAN connection.
- B. Firmware: The modules shall be provided with the most current version of the firmware, if applicable.
- C. Enclosure shall have flush lock keyed to match all other security system cabinets.
- D. Enclosure shall have a custom termination drawing/point list affixed to the inside panel front that shows connection details of all local input/output points. The documentation shall be specific to each new cabinet.
- E. Quantity and locations of all ACPs shall be as specified in the Contract Documents or as required for a complete and operable system.
- F. ACP shall have direct connection to 120V circuit. Cord and plug is not acceptable.

2.04 SYSTEM DEVICES

- A. Magnetic Contacts:
 - 1. Unless otherwise noted on the Drawings, all door contacts shall be recessed type.
 - 2. Recessed Contacts: ACSI 1335 series.
- B. Proximity Card Readers: HID "iClass SE" smart proximity card readers. Provide standard R40 or mullion-style R10 readers per the drawings or as field conditions require.
- C. Provide connection to locksets with integral latch indicators/REX.
- D. ADO Sequencer – provide sequencer at each door with ADO for integration to access control system.

E. Door Hardware:

1. Key Switch

- a. ACSI 1310-2-MTN, maintained action
- b. With Status indicator lights.
- c. Key switch shall be connected to the access control system to release the door upon command.

2.05 WIRE AND CABLE

- A. Power Cable: West Penn #25224 or approved equal plenum-rated, 1-pair, 18 AWG, stranded tinned copper conductors, unshielded twisted pair, 300-Volt insulation, rated 90° C, with an overall plenum jacket.
- B. Door Contact/Alarm Input Cable: West Penn #25222 or approved equal 1-pair, 20 AWG, twisted, unshielded, stranded tinned copper conductors, 300-Volt FEP insulation, rated 90° C, with an overall plenum jacket.
- C. Card Reader Cable: West Penn #253270B or approved equal 6-conductor, 22 AWG, stranded tinned copper conductors, 100% overall foil shield, drain wire, 300-Volt insulation, with an overall plenum jacket.
- D. Relay Output Cable: West Penn #25225 or approved equal 1-pair, 16 AWG, twisted, unshielded, stranded tinned copper conductors, 300-Volt FEP insulation, rated 90° C, with overall plenum jacket.
- E. Interconnect Cable: Plenum-rated, 18 AWG, twisted, shielded or unshielded (as required or recommended by manufacturer), stranded tinned copper conductors, 300-Volt FEP insulation, rated 90° C, and plenum jacket.
- F. Category 6 patch cords for connection of ACP to telecom rack: Match type specified in Specification Section 27 10 00. Provide surface telecom outlet in enclosure, not patch cord to rack.

2.06 ACCESS CONTROL SYSTEM LABELING

- A. Per Specification Section 26 05 53.

2.07 ACCESS CONTROL SYSTEM CREDENTIALS

- A. ASD-provided. Input credentials into the system. Assume 150 credentials for bidding purposes.

2.08 ACCESS CONTROL SYSTEM COMPUTERS

- A. ASD-provided.

2.09 VIDEO INTERCOM SYSTEM

- A. Where indicated on the drawings, provide a video intercom field station. Aiphone "IX" series or equal vandal-resistant, exterior-rated field station with integral microphone, speaker, and IP-based camera.
- B. Where indicated on the drawings, provide video intercom master stations. Aiphone "IX" series or equal touchscreen unit with door release functions.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to beginning equipment installation, examine areas to receive equipment. Verify that all conditions are acceptable.

3.02 INSTALLATION

- A. General:
 - 1. Install all equipment in accordance with the manufacturer's instructions and drawings. Coordinate locations of all sensors and magnetic contacts to provide optimum performance in the associated area.
 - 2. Keep up to date "As-built" record drawings at the job site detailing the layout and field modifications to the Shop Drawings. Update the Shop Drawing electronic copy with the field red-lined changes.
 - 3. Unless otherwise noted on the Drawings, all control equipment panels shall be mounted where they are accessible for maintenance and testing. Panels shall not be mounted above accessible ceilings. The maximum mounting height to the top of the enclosure shall be +8'-0" AFF or 6" below the ceiling, whichever is lower.
 - 4. Pathway Separation Clearances:
 - a. Provide 3" minimum clearance from bottom of security system pathway to ceiling tile and T-bar ceiling and 12 inches clear space above cable trays for access.
 - b. Do not route cables adjacent and parallel to unshielded and ungrounded power cabling.
 - 5. Do not route raceways over or adjacent to boilers.
- B. Environmental Conditions:
 - 1. Components mounted in locations exposed to weather shall be housed in corrosion resistant enclosures with appropriate environmental protection. Component performance shall not degrade because of improper housing design. Components in enclosures shall meet manufacturer's performance requirements when exposed to the ambient conditions beyond manufacturer's limits. If required, Contractor shall provide heaters in enclosures.
- C. All work shall conform to the National Electrical Contractor's Association "Standard of Installation".

- D. Door Contacts: Secure the magnet side of recessed door contacts in the door, using metal mounting brackets as required. Magnet shall not be mounted on a wood spacer block to make it flush with the top of the door.
- E. Batteries for ACP shall be installed in dedicated separate NEMA 1 enclosure near the ACP.

3.03 SYSTEM WIRING

- A. Unless noted otherwise, no wiring other than that directly associated with the system shall be permitted in conduits and pathways.
- B. Cables to be installed in raceway, cable tray, continuous cable support system or J-hooks the entire length of each cable. In all locations where devices are installed in inaccessible ceilings or concealed in walls (i.e. door contacts), utilize signal cable in raceway from the device to the area above the accessible grid ceiling.
- C. Unless otherwise noted in the Contract Documents, install a dedicated cable to each individual field device.
- D. Install 1-foot cable service loop for all security system cable at the last J-hook nearest the raceway down to the device, or as near as possible to the device when J-hooks are not installed.
- E. Wiring splices are to be avoided to the extent possible, and if needed they must be made only in junction boxes and shall be crimp connected. Wire nut-type connections are not acceptable.

3.04 SYSTEM LABELING

- A. Per Specification Section 26 05 53.

3.05 FIELD QUALITY CONTROL

- A. Perform a 100% Device Test on each device point and circuit for proper operation. Confirm operation by observation in the client connected to the system.
 - 1. Test each set of magnetic contacts for proper operation and contact closure.
 - 2. Test each proximity card reader for authorized entry and proper operation of the associated door lock.
- B. Verify that activation of all field devices noted above will properly annunciate at the ACP (by checking the associated LED).
- C. Provide a report from the system that shows all devices tested.
- D. Demonstrate proper operation of the reports. Generate sample Historical Reports using Owner-provided printers.
- E. Confirm system operation under simulated utility power outage.

- F. Demonstrate properly restricted operator privileges by logging in as an Operator and demonstrating operation.

END OF SECTION

**Disadvantaged Business Enterprise Program (DBE)
Specifications for District Contracts**

This project is a FEMA Public Assistance Program construction contract and, is subject to any applicable federal and state regulations. Bidders/proposers shall be fully informed regarding the requirements of the regulations, statutes, and code regarding the Disadvantaged Business Enterprise Program (DBE).

A bidder/proposer who is determined not in compliance with the requirements of the applicable regulations and code, or these specifications will not be awarded this contract. Noncompliance after award of the contract constitutes a breach of the contract and may result in termination of the contract or other appropriate remedy for such breach.

Part I. Disadvantaged Business Enterprise Program Goals and Six Affirmative Steps.

All bidders/proposers shall solicit subcontractor or supplier bids/offers prior to bid/proposal opening for this project. The bidder/proposer acknowledges that post-bid/proposal opening of solicitations do not qualify for meeting Fair Share objectives or the Six Affirmative Steps.

- A. All bidders/proposers on this project **shall** carry out the required Six Affirmative Steps, listed as items 1 through 6 below:
 - 1. Include qualified small, minority, women's business enterprises, and labor surplus area firms on solicitation lists.
 - 2. Assure that small, minority, women's business enterprises, and labor surplus area firms are solicited. If the MBE/WBE is only certified as a Disadvantaged Business Enterprise (DBE), such as through the Small Business Administration (SBA), Alaska District Office; and the Alaska Department of Transportation and Public Facilities (DOT&PF), Civil Rights Office, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet the good faith efforts.
 - 3. Divide total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, women's business enterprises, and labor surplus area firms.
 - 4. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, minority, women's business enterprises, and labor surplus area firms.
 - 5. Use the services and assistance of the U.S. Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
 - 6. If the prime contractor or proposer awards subcontracts/procurements, require the subcontractor to take the affirmative steps 1 through 5 above.
 - 7. Exception: As prime consultant/contractor, certify that they have reviewed the contract requirements and found no available subcontracting opportunities; and certify that they will fulfill 100 percent of the contract requirements with their own employees and resources.
- B. The District will presume a lack of six affirmative steps to satisfy MBE, WBE and LSAF requirements if the bidder/proposer rejects any bids/offers from MBEs, WBEs and/or LSAF's, which are as low, or lower, than other competitor's bids/offers. The bidder/proposer that rejects an as-low or lower bid/offer from an MBE, WBE or LSAF may submit proof to rebut this presumption.
- C. If a prime contractor is an MBE, WBE or LSAF, such prime also must carry out the Six Affirmative Steps to award any subcontracts or procurements on this project.

- D. Record keeping requirements. The prime contractor must retain all records documenting their Six Affirmative Step for audit purposes and provide copies of these to the District DBE Officer upon request.

Apparent successful bidders/proposers, who fail to demonstrate completion of the required Six Affirmative Steps, will not be awarded this contract.

Part II: Certified Minority (MBE) and Women's (WBE) Business Enterprises

- A. A MBE/WBE, or a joint-venture with a MBE/WBE, must be currently certified prior to opening of bids/proposals in order to be considered a MBE/WBE enterprise.
- B. Businesses must be certified by the Small Business Administration (SBA), Alaska District Office <https://www.sba.gov/offices/district/ak/anchorage>, Department of Transportation and Public Facilities (DOT), Civil Rights Office <http://www.dot.state.ak.us/cvlrts/directory.shtml>, or by state, local, Tribal or private entities whose certification criteria and who present proof of this will be eligible. Proof may be in the form of a letter from the certifying agency or a current listing in a directory maintained by the certifying agency.
- C. Those companies certified as DBEs by one of the agencies listed in Part II.B above:
1. Whose majority ownership and control is vested in one or more minority individuals;
 2. Whose majority ownership and control is vested in one or more non-minority women;
 3. Whose majority ownership and control is vested in one or more minority individuals, and who are women may be counted toward either the MBE or the WBE, but not to both.

Part III: MBE and WBE Participation

The MBE or WBE must perform work on the project in the category/categories of work for which certification is issued. While the MBE or WBE may perform work in other categories for which certification is not issued, only that work performed in the certified categories.

- A. The MBE or WBE must perform a useful business function according to custom and practice in the industry; i.e., must be responsible for the execution of a distinct element of work and must carry out its responsibilities by actually performing, managing, and supervising the work.
- B. An MBE or WBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its contract or subcontract in a manner consistent with normal business practices.
1. Presumption. If 50% or more of the total dollar amount of a MBE or WBE's prime contract is subcontracted to a non-DBE, the MBE or WBE prime contractor will be presumed to be a broker, and no MBE or WBE participation may be reported.
 2. Rebuttal. The MBE or WBE prime contractor may rebut this presumption by demonstrating that its actions are consistent with normal practices for prime contractors in its business and that it will actively perform, manage and supervise the work under this contract.
- C. MBE or WBE trucker/hauler expenditures will be credited towards the contract only if the trucker/hauler is performing a commercially useful function. The following factors should be used in determining whether a MBE or WBE trucker/hauler is performing a commercially useful function:

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1. The MBE or WBE must be responsible for the management and supervision of the entire trucking/hauling operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting MBE or WBE objectives.
 2. The MBE or WBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- D. For joint ventures, MBE and WBE participation consists of the portion of the dollar amount of the joint venture attributable to the MBE or WBE. However, where the MBE/WBE's risk of loss, control or management responsibilities are not commensurate with the share of profit.

Part IV: Submission of Minority, Women's Business Enterprises and Labor Surplus Area Firms Information

- A. TO BE SUBMITTED AS PART OF BID/PROPOSAL OR WITHIN THREE (3) WORKING DAYS OF NOTICE FROM THE DISTRICT (ASD):
1. The bidder/proposer for this project shall submit their Contact Documentation (Exhibit 5), a completed and signed Prime Consultant/Contractor Certification (Exhibit 4) with their bid/proposal. If the bidder does not intend to utilize MBE, WBE or LSAF subcontractors, their Prime Consultant/Contractor Certification form must still be signed by bidder and, indicate "NONE TO BE USED". The bidder/proposal shall then be required to show that the mandatory Six Affirmative Steps were taken as set forth in these specifications, which are also included in the Contract Participation Form (Exhibit 3).
 2. Bids/offers submitted without a completed and signed Contract Participation Form, completed and signed Prime Consultant/Contractor Certification Form, and sufficient Contact Documentation will be considered non-responsive, if not submitted with bid/offer or upon three (3) working days upon request, if not submitted with their bid/proposal.
 3. A contract may not be awarded to a bidder/proposer who fails to submit the required supporting documents within the time specified. There shall be no substitutions, deletions, additions, or modifications to this listing subsequent to its submittal to Purchasing.

Part V: MBE/WBE/LSAF Utilization Removal/Substitution

If a successful bidder/proposer for a contract which contains MBE, WBE and/or LSA Firm participation requirements, at any time after award of contract, proposes to remove or make substitutions for MBE, WBE or LSA Firm subcontractors or joint-venture partners under the contract, a written notice of such removal or substitution shall be submitted to the District DBE Officer prior to commencement of performance of the affected work, with the names, addresses and phone numbers of the subcontractors or joint venture partners to be removed or substituted for and an explanation of the reasons for the removal and substitution. The successful bidder shall make good faith efforts as defined in Part I.B to utilize another MBE, WBE or LSA Firm subcontractor as the replacement. These efforts shall be documented and, the circumstances fully explained in writing, and approval obtained from the District DBE Officer prior to such replacement. The District DBE Officer shall, within seven (7) days of receipt of such notice, approve said notice or removal and substitution where it is shown that the requested action is for good cause and not for discriminatory purposes.

Part VI: Other Provisions

The District DBE Officer or his or her designee may visit the job site during regular working hours and interview subcontractors and employees for verification of compliance with these specifications and/or the regulations.

Part VII: Definitions

- A. Minority Business Enterprise (MBE) or Women Owned Business Enterprise (WBE) - means a business concern which is owned and controlled by one or more minorities or women. Owned and controlled means a business:
 - 1. Which is at least 51 percent owned by one or more minorities or women, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minorities or women;
 - 2. Whose management and daily business operations are controlled by one or more such individuals.
- B. Minority Individual - means an individual who is a citizen or lawful permanent resident of the United States and who is:
 - 1. Black (a person having origins in any of the black racial groups in Africa);
 - 2. Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - 3. Portuguese (a person of Portugal, Brazilian, or other Portuguese culture or origin, regardless of race);
 - 4. Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
 - 5. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America or original peoples of Alaska), and
 - 6. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the United States Small Business Administration under section 8(1) of the federal Small Business Act.
- C. Labor Surplus Area (LSA) – is defined as a civil jurisdiction (a city of more than 25,000 or a county, borough, or census area) that has a civilian average annual unemployment rate during the previous two (2) calendar years of 20 percent or more above the average annual civilian unemployment rate for all states during the same 24-month reference period. If the national annual average unemployment rate during the referenced period is less than 6.0 percent, then the qualifying rate is 6.0 percent. If the national annual average unemployment rate during the referenced period is above 10 percent, then the qualifying rate is 10 percent. Please reference the US Department of Labor, Employment and Training Administration at <http://www.doleta.gov/lssa>. The list becomes effective each October 1 and remains in effect through the following September 30.
- D. Certification – a copy of a current MBE/WBE certification from any agency to be used for the District's monitoring of MBE/WBE participation in its program.
- E. Joint Venture – a commercial enterprise undertaken by more than one business enterprise jointly, limited in its scope and duration to one project, for the purpose of each enterprises profiting thereby.

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- F. Fair Share - is a reasonable amount of funds commensurate with the total project funding, demographic factors and the availability of minority and women's businesses. A fair share does not constitute an absolute requirement, but a commitment on the part of the bidder/proposer to attempt to use minority and women's businesses by carrying out the "Good Faith Efforts".

For more information about these specifications, please contact the District DBE Officer at the Anchorage School District, Purchasing Warehouse, 4919 Van Buren Street, Anchorage, AK 99517; telephone (907) 742-8630.

Part VIII – Equal Opportunity, Minority, Women-Owned Business Enterprise and Labor Surplus Area Firm (MBE/WBE/LSAF) Participation

A. Equal Opportunity

No person or firm shall be discriminated against because of race, color, national origin, or sex in the award of District contracts. Further, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

B. MBE/WBE Participation

While there are no MBE/WBE/LSAF goals associated with this solicitation, the District is committed to achieving participation in its contracting programs by business enterprises that are owned and operated by minorities, women and labor surplus area firms (MBEs, WBEs and LSAF) regardless of the size of the enterprise. All bidders/offerors are strongly encouraged to take active steps to maximize the participation of MBEs, WBEs and LSAF in this contract.

C. Technical Assistance

The District will provide assistance to promote the participation of MBEs, WBEs and LSAF in this contract, including the identification of MBEs, WBEs and LSAF. To obtain assistance, interested parties are encouraged to contact the District's Purchasing Office at (907) 742-8621.

EXHIBIT I: SUPPLEMENTAL TERMS AND CONDITIONS

(2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses)

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications **for the acquisition of supplies, services, equipment, or construction services when recovering from emergencies and major disasters, which are subject to public assistance grants** through the U.S. Department of Homeland Security (“DHS”), Federal Emergency Management Agency’s (“FEMA’s”) Public Assistance (PA) program. In cases of disagreement with any other section of this Contract, the Supplemental Conditions shall govern, only when public assistance grants/reimbursements apply to the Contract, resulting purchase orders, associated contract task orders, and notices.

1. Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor Subcontracts any of the work required under this Agreement, a copy of the signed Subcontract must be forwarded to the Anchorage School District (“District”) for review and approval. The vendor agrees to include in the Subcontract that (i) the Subcontractor is bound by the terms of this Agreement, (ii) the Subcontractor is bound by all applicable local, state and federal laws and regulations, and (iii) the Subcontractor shall hold the District harmless against all claims of whatever nature arising out of the Subcontractor’s performance of work under this Agreement, to the extent allowed and required by law.

2. Remedies

Unless otherwise provided in this Contract, all claims, counter-claims, disputes and other matters in question between the District and the Contractor, arising out of or relating to this Contract, or the breach of it, shall be governed in the federal district court for the District of Alaska or the state courts for the Third Judicial District, State of Alaska, at Anchorage.

3. Termination for Cause and for Convenience

This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

- a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
- b) An opportunity for consultation with the terminating party prior to termination.

This Contract may be terminated in whole or in part in writing by the District for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 3(a) and 3(b) above. If termination for default is effected by the District, an equitable adjustment in the price for this Contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the District because of the Contractor’s default.

If termination for convenience is effected by the District, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments (e.g., Suppliers, Subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs 3(a) or 3(b) above, the Contractor shall

- promptly discontinue all affected work (unless the notice directs otherwise) and
- deliver or otherwise make available to the District all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Contractor in performing this contract, whether completed or in process.

4. Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The Contractor will include the *portion of the sentence immediately preceding the first paragraph* and the provisions of Paragraphs (1) through (7) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any Subcontract or Purchase Order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Davis Bacon Act (See Contract Provisions within Original Contract, if applicable); and Copeland Anti-Kickback Act (See Attached Certification, if applicable).

Note: In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.

6. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq.

The Contractor agrees it will require that mechanics and laborers (including watchmen and guards) employed on this federally assisted contract be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.

The Contractor agrees it will require that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

8. Copeland “Anti-Kickback” Act (U.S.C. Section 51)

The Contractor agrees to comply with the Copeland Anti-Kickback Act of 1968, if applicable, which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities.

9. Reporting

The Contractor will provide any information requested by the District which is determined to be required to comply with any FEMA Public Assistance Program requirements and regulations pertaining to reporting.

10. Patents and Data

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. The grantor agency and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the Contractor’s services.

11. Access to Records

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the District, the State of Alaska Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives’ access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the forgoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or authorized representatives’ access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Anchorage School District and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. Retention of Records

The Contractor shall retain all records relating to this contract for five (5) years after the District makes final payment and all other pending matters are closed.

13. Byrd Anti-Lobbying Amendment (See Attached Certification Regarding Lobbying)

The attached certification will apply to any award(s) of \$100,000 or more.

14. Clean Air Act, Federal Water Pollution Control Act, Executive Order 11738, and US EPA Regulations

Contracts and sub grants of amounts in excess of \$100,000 shall contain a provision that requires the Contractor or recipient to comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. § 1857 (h)), Section 508 of the Clean Water Act (33 U.S. 1368),

Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

15. Debarment and Suspension (Executive Orders 12549 and 12689) for all contracts over \$25,000

Contract awards that exceed the small purchase threshold and certain other contract awards shall not be made to parties listed on the non-procurement portion of the General Services Administration's List of parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principals. Vendors submitting proposals for this purchase must attest that they, and their Subcontractors and partners, are not excluded from receiving Federal contracts, certain Subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment. Contractor's debarment and suspension status will be validated at the System for Award Management at www.sam.gov and the State of Alaska at <http://labor.alaska.gov/lss/debarments.htm>.

16. Energy Conservation Requirements - 42 USC 6201

Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

17. If appropriate to the project, the Contractor will provide assurances regarding the following:

- **Procurement of Recovered Materials.** The requirements of Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89.272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962. The requirements of 6002 include procuring only items designated in guidelines of EPA 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.
 - a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- **DHS Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS Agency Officials without specific FEMA pre-approval from DHS (Financial Assistance Office) FAO.

- **Compliance with Federal Law, Regulations, and Executive Orders.** The Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- **No Obligations by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the District, Contractor, or any other party pertaining to any matter resulting from the Contract; and Purchase Orders, contract task orders, and etc.
- **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract, resulting purchase orders, associated Contract task orders, and notices.

THE FOLLOWING DOCUMENTS NEED TO BE RETURNED TO THE DISTRICT.

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
2. General Grant Clauses
3. Disclosure of Lobbying Activities
4. Conflict of Interest Affidavit

**Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

For all Contracts over \$25,000.00

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Project Name

Title

Project Number

Firm

Tax ID Number

Street Address

DUNS Number

City, State, Zip

Email Address/Phone Numbers

Signature

Date

Acknowledgement of Terms, Conditions, and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the Vendor Subcontracts any of the work required under this Agreement, a copy of the signed Subcontract must be available to the Department for review and approval. The Vendor agrees to include in the Subcontract that (i) the Subcontractor is bound by the terms of this Agreement, (ii) the Subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the Subcontractor shall hold the District harmless against all claims of whatever nature arising out of the Subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Clauses

On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this document.

Vendor/Contractor Name _____ Date _____

Authorized Signature _____

Email Address _____

Address/Phone Number _____

Contract Number _____

CERTIFICATION REGARDING LOBBYING
(Byrd Anti-Lobbying Amendment, awards over \$100,000)

The undersigned _____ (Vendor/ Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including Subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor/Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Vendor/Contractor's Authorized Official

Name and Title of Vendor/Contractor's Authorized Official

Date

CONFLICT OF INTEREST CERTIFICATION

District Contract No. _____

I, _____, hereby certify that to the best of my knowledge, neither I nor my spouse, dependent child, general partner, or any organization for which I am serving as an officer, director, trustee, general partner or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment has a financial interest in this matter.

I further certify to the best of my knowledge that this matter will not affect the financial interests of any member of my household. Also, to the best of my knowledge, no member of my household; no relative with whom I have a close relationship; no one with whom my spouse, parent or dependent child has or seeks employment; and no organization with which I am seeking a business relationship nor which I now serve actively or have served within the last year are parties or represent a party to the matter.

I also acknowledge my responsibility to disclose the acquisition of any financial or personal interest as described above that would be affected by the matter, and to disclose any interest I, or anyone noted above, has in any person or organization that does become involved in, or is affected at a later date by, the conduct of this matter.

Name

Signature

Position

Date

Privacy Act Statement

Title I of the Ethics in Government Act of 1978 (5 U.S.C. App.), Executive Order 12674 and 5 CFR Part 2634, Subpart I require the reporting of this information. The primary use of the information on this form is for review by officials of The Justice Department to determine compliance with applicable federal conflict of interest laws and regulations. Additional disclosures of the information on this report may be made: (1) to a federal, state or local law enforcement agency if the Justice Department becomes aware of a violation or potential violation of law or regulations; (2) to a court or party in a court or federal administrative proceeding if the government is a party or in order to comply with a judge-issued subpoena; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; and (6) in response to a request for discovery or for the appearance of a witness in a judicial or administrative proceeding, if the information is relevant to the subject matter.

This confidential certification will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 executive branch-wide Privacy Act system of records.

EXHIBIT 2
Disadvantage Business Enterprises
CONTRACT PARTICIPATION FORM

Efforts to Obtain MBE/WBE/LSAF Participation

- A. Please answer the following questions and return this questionnaire with attachments (i.e., ads, meeting attendance list, etc.) to the Purchasing Agent with your offer.

Project Name: _____
Solicitation Number: _____
Contractor: _____

- B. Did your company: YES/NO

1. Attend any pre-proposal meetings that were scheduled by the District? ☐ Yes ☐ No ☐ N/A
(provide documentation)

If YES, please list the meetings (e.g. site-visit, pre-bid, bid opening) attended below.

- a)
- b)
- c)

2. Did you company utilize the services or assistance, as appropriate, of such organizations as the Small Business Administration, Alaska District Office, the Department of Transportation and Public Facilities (DOT), Civil Rights Office and/or the US Department of Labor?

☐ Yes ☐ No ☐ N/A (provide documentation)

3. Advertise subcontracting opportunities in major circulation newspapers, such as:

- a) Anchorage Daily News?
- b) Pubic Website?
- c) Plans Rooms?
- d) Other types of notices?

☐ Yes ☐ No ☐ N/A (provide documentation)

If YES, please attach copies of any ads or notices.

4. Provide timely written notice to specific MBEs/WBEs/LSAFs that their interest it the contract is being solicited? ☐ Yes ☐ No ☐ N/A (provide documentation)

If YES, please attach a sample of such notification and list MBEs/WBEs contacted on the Contact Documentation Form (Exhibit 4).

5. Follow-up initial solicitations of interest by personally contacting MBEs/WBEs/LSAFs? ☐ Yes
☐ No ☐ N/A (provide documentation)

If YES, please list those MBEs/WBEs/LSAFs contacted on the Contact Documentation Form (Exhibit 4).

6. Select the portions of the contract to be performed by MBEs/WBEs/LSAFs in a manner that will increase the likelihood of MBE/WBE/LSAF participation? ☐ **Yes** ☐ No ☐ **N/A (provide documentation)**

If YES, please attach a list of those portions of the contract selected for MBE/WBE/LSAF participation.

7. Provide interested MBEs/WBEs/LSAFs with timely and thorough information about the plans, specifications and technical requirements of the contract? ☐ **Yes** ☐ No ☐ **N/A (provide documentation)**

If YES, please list the MBEs/WBEs/LSAFs provided with such information on the Contact Documentation Form (Exhibit 4).

8. Negotiate in good faith with interested MBEs/WBEs/LSAFs, and not reject MBEs/WBEs/LSAFs as unqualified without sound reasons based on a thorough investigation of their capabilities? ☐ **Yes** ☐ No ☐ **N/A (provide documentation)**

If YES, list MBEs/WBEs/LSAFs with whom good faith negotiations were conducted on the Contact Documentation Form (Exhibit 4).

9. Assist interested MBEs/WBEs/LSAFs in obtaining bonding and/or insurance. ☐ **Yes** ☐ No ☐ **N/A (provide documentation)**

If YES, list MBEs/WBEs/LSAFs assisted on the Contact Documentation Form (Exhibit 4).

10. For each question answered "YES" above that requires a listing of MBEs/WBEs/LSAFs, please provide that listing on this page. Answers need not be limited to a single line. If more space is needed, please attach supplemental sheets. You need only list an MBE/WBE/LSA firm only once. Use the first column to indicate the question(s) referenced above by each firm listed. Any question answered "N/A" above, please provide supporting documentation of good faith efforts taken.

EXHIBIT 3
Disadvantaged Business Enterprises
PRIME CONSULTANT/CONTRACTOR CERTIFICATION

I. PROJECT INFORMATION

District Project Number	Applicant/Entity Name	Total of District Funding
	Anchorage School District	\$

Prime Consultant/Contractor: _____

Contract Number: _____ **Contract Amount:** _____

II. AFFIRMATIVE STEPS (Applicant to all subcontracts awarded by the prime consultant/contractor)

I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority, Women-Owned Businesses and Labor Surplus Area Firms in procurement. I certify that I will take affirmative steps to afford opportunities for Minority Business Enterprise (MBE), Women-Owned Business Enterprise (WBE) and Labor Surplus Area Firms (LSAF) by:

1. Including qualified MBEs/WBEs/LSAFs on procurement solicitation lists
2. Soliciting potential MBE's/WBE's/LSAFs.
3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBE's/WBE's/LSAFs.
4. Establishing delivery schedules to encourage participation by MBE's/WBE's/LSAFs.
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce (<https://www.sba.gov/>), as appropriate, the Department of Transportation and Public Facilities (DOT), Civil Rights Office (<http://www.dot.state.ak.us/cvlrts/directory.shtml>) and/or the US Department of Labor (<http://www.doleta.gov/lsa>).
6. Requiring all Prime Consultants/Contractors to follow steps 1-5 listed above in employing MBE/WBE/LSA Subcontractors.

☐ **Exception:** As Prime Consultant/Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees and resources. (Check if applicable).

Signature – Prime Consultant/Contractor	Name & Title (print legibly)	Certification Date

III. DISTRICT APPROVAL SIGNATURE

Signature indicates the form meets DBE Requirements.

District Coordinator	Approval Date

EXHIBIT 4
Disadvantaged Business Enterprises
CONTACT DOCUMENTATION FORM

Project Name: _____ RFQ/ITB/RFP No. _____

Company Name: _____

This form is provided for your convenience to document your efforts to meet the DBE Affirmative Steps on this project. You may use additional sheets, if needed. You may return this form or other supporting documentation, such as explanations, advertising notices, solicitations, telephone logs, etc. with your Contract Participation Form (Exhibit 3).

Firm: _____ MBE / WBE / LSAF

Address: _____ Phone No: _____

Type of Work: _____ Amount: \$ _____

Dates of Contact: _____

Method of Contact: _____

Name of Person Contacted: _____

Results of Contact: _____

If rejected, why: _____

Firm: _____ MBE / WBE / LSAF

Address: _____ Phone No: _____

Type of Work: _____ Amount: \$ _____

Dates of Contact: _____

Method of Contact: _____

Name of Person Contacted: _____

Results of Contact: _____

If rejected, why: _____

Firm: _____ MBE / WBE / LSAF

Address: _____ Phone No: _____

Type of Work: _____ Amount: \$ _____

Dates of Contact: _____

Method of Contact: _____

Name of Person Contacted: _____

Results of Contact: _____

If rejected, why: _____
