Anchorage School District

CHUGIAK HIGH SCHOOL STEVE PRIMIS AUDITORIUM RIGGING UPGRADE DESIGN-BUILD

RFP 2027-603
ASD PROJECT No. 810042

DATE ISSUED: September 23, 2026

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REQUEST FOR PROPOSAL (RFP) NUMBER: 2027-603
Chugiak HS Steve Primis Auditorium Rigging Upgrade Design-Build

Sealed proposals 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 Chugiak HS Steve Primis Auditorium Rigging Upgrade Design-Build per the attached Instructions to Bidders/Proposers, General Conditions, Specifications and Bid Form.

ESTIMATED CONSTRUCTION COST: Between $500,000 - $1,000,000

On-Site Visit:	October 5, 2026 at 3:30 p.m. Local Time
Pre-Proposal Conference:	October 6, 2026 at 10:00 a.m. Local Time
Proposal Submission:	October 19, 2026 at 10:00 a.m. Local Time

SUBMISSION OF PROPOSALS: Proposals must be submitted to the Anchorage School District Purchasing Department, 4919 Van Buren Street, Anchorage, Alaska 99517-3188 prior to the time specified above. Time of receipt will be as determined by the time stamp at the Purchasing Department. Proposals received after that time will not be considered and will be returned. FAXED or ELECTRONIC proposals are not acceptable. At the above indicated date & time a public proposal reading will be held. Offerors are encouraged to participate by teleconference by calling (907) 742-6750. The line will be available approximately 5 minutes' prior the conference start time.

DOCUMENTS:

Prospective proposers may obtain copies of documents at the Anchorage School District website http://apps.asdk12.org/depts/purchasing/PurchasingBids.aspx.Only electronic versions of this RFP are issued.

A copy of the current plan holder's list can be viewed at:
http://apps.asdk12.org/depts/purchasing/meeting/Plan_Holders/2027/603.xlsx

NOTICE TO PROPOSERS:

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 bid bond is to be included with the bid in a separate sealed envelope on which the contract identification is plainly marked on the outside. 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 proposals, and to waive any informalities or irregularities in bidding procedures.

ON-SITE AND PRE-PROPOSAL CONFERENCE:

An On-Site Visit will be held on October 5, 2026 at 3:30 p.m. Local Time at Chugiak High School, 16525 S. Birchwood Loop Road, Chugiak, AK 99567. Please meet at the Front Office.

A Pre-Proposal Conference will be held October 6, 2026 at 10:00 a.m. Local Time at Anchorage School District, Purchasing Department, located at 4919 Van Buren Street Anchorage, Alaska 99517. Prospective offerors are encouraged to participate by teleconference by calling (907) 742-6750. The line should be available approximately 5 minutes prior the conference start time.

All Proposers are encouraged to attend the On-Site Visit and Pre-Proposal Conference. Major sub-bidders are also encouraged to attend.

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

END OF SECTION

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ARTICLE 1 GENERAL

1.1. Refer to the Request for Proposal (RFP) Section 00020 for information relating to time, date and place for receipt of proposals and other pertinent submittal information.

1.2. 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 proposal documents.

1.3. The District will be accepting competitive proposals from experienced professionals and contractors to perform as the Design-Build team (D/B) (Board Policy AR 3311.1(b).2) for the design and construction phases of the project. The D/B will participate in the design process as a member of a team with the owner. The D/B should be skilled in developing schedules (design and construction), phasing plans, preparing construction estimates, performing value engineering and life-cycle costing, analyzing alternative designs, studying labor conditions, understanding construction methods and techniques, performing constructability reviews and sequencing of work. In addition, the D/B must be familiar with the local labor and subcontracting market and be capable of working with subcontractors to generate viable pricing alternatives.

1.4. A one-step process will be used for submission and evaluation of proposals and selection of the successful D/B. The process shall consist of the submittal of a proposal which will be evaluated in accordance with the technical, qualifications-based criteria set forth in paragraph 12.7 and a proposal including sealed costs for the project. The highest ranked proposer based on the proposal submitted and the other factors set forth herein will be recommended for selection. All provisions of this RFP will become a part of the Contract.

1.5. The proposer's written response to the RFP will also become a part of the Contract. All costs incurred by contractors choosing to participate in this RFP process shall be borne by the proposing contractors.

ARTICLE 2 PROJECT DESCRIPTION

2.1. General Description: Provide Entertainment Technician Certification Program design services to replace existing stage lighting and rigging systems, designed to manually and automatically move equipment vertically and horizontally on or around the stage.

2.2. Construction: Provide professional design services with current Entertainment Technician Certification Program (ETCP), materials, labor, tools, equipment, and supervision for construction of the project. A Certified Rigger shall be either the project manager or site foreman and be responsible for the overall project including the layout, inspection, and onsite user training. Contractor shall maintain valid ETCP certification for the entirety of this project. Lighting and curtains may be re-used and will require coordination with Anchorage School District Auditorium Community Services and Rental Lead. Use of Counterweight Rigging, Hoist Powered Rigging, Wenger multiline synthetic rope, and Dead Hung Rigging, rigging accessories, Motion Control Systems and stage curtain tracks, Wegner counterweights, pullies, motorized arbor sets, JR Clancy arbors, hoist line cable, all anchors and stage crew access shall all be considered in this proposal for design and construction.

2.3. Schedule:

Sequencing field investigation, take off and planning while school is in session per acceptance of proposed schedule by the owner. Sequence the start of construction with the last day of school, conduct and completion of Work as required in Section 00200, Project Schedule Milestone Dates. This project may track over a two-year span if necessary. Demonstrate the proposed schedule to the owner for acceptance.

2.4. Budget:

2.4.1. The district has the project budget to support this work.

ARTICLE 3 LICENSE REQUIREMENT

3.1. The proposer shall include on the proposal form its federal tax identification number and its current business and Contractor's license numbers issued by the State of Alaska authorizing the proposer to operate as a business and to perform construction services as a Specialty or General Contractor.

3.2. The proposer shall provide a copy of its current State of Alaska Business License and Specialty or General Contractor License.

3.3. The design portion of the team must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute as a condition of award. Offerors should contact the State of Alaska, Department of Commerce, Community and Economic Development, Division of Occupational Licensing, for information regarding business licensing.

ARTICLE 4 PROPOSALS

4.1. The proposer shall review all of the proposed contract documents to ascertain all of the requirements of the work.

ARTICLE 5 CONTRACT DOCUMENTS AND SITE REVIEW

5.1. The proposer shall examine carefully the site of the proposed work, the RFP, all Contract Documents, including the General and Supplementary Conditions, and specifications before submitting their proposal and cost factors. The submission of a proposal shall be an admission that the proposer has made such examination and understands the conditions to be encountered in performing the work and the requirements and sufficiency of the specifications and any special provisions and terms of the contract.

5.2. All documents furnished to any person, under any condition, remain the property of the Anchorage School District and shall be returned immediately upon request.

5.3. Documents may be obtained upon the conditions set forth in the RFP.

ARTICLE 6 METHOD FOR CLARIFICATION

6.1. Any proposer in doubt as to the meaning of any part of the specifications or other portions or provisions of the RFP documents may submit a written request for interpretation. ***The proposer submitting the request will be responsible for its prompt delivery not less than seven (7) working days prior to the date set for submission of the technical proposals.*** Questions may be delivered as follows:

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

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 proposal opening. The Owner will not be responsible for any other explanation or interpretation of the specifications or other documents made or given prior to the proposal opening.

ARTICLE 7 PREPARATION OF PROPOSALS

7.1. PROPOSAL SUBMISSION, WITHDRAWAL AND MODIFICATION

7.1.1. Proposals must be submitted on the forms furnished or copies thereof, and in accordance with these instructions to proposers and must be manually signed. **Proposers to provide one (1) original and seven (7) copies of the proposal, for a total of eight (8).** To secure consideration, the proposal must be submitted and sealed in an envelope on which the RFP identification is plainly marked on the outside. The proposal form, Section 00300 is included in the documents. The envelopes are to be addressed as indicated in the Request for Proposal, Section 00020.

7.1.1.1. If a joint venture is proposed, a copy of the joint venture or partnership agreement should be included in the proposal. These pages will not be counted against the maximum of fifteen (15) pages. The proposal should indicate which experience and information applies to which joint venture partner. Each member

of the joint venture shall sign documents, including the proposals, contract, bonds, etc.

7.1.2. As part of the proposal package contractors must submit a cost using the form provided in Division 0, Bidding and Contract Requirements, of the Contract Documents. The cost form must be an original document and manually signed by the proposer. Facsimile, e-mail, or other similar forms of submittal will not be considered. To be considered the cost must be submitted in a separate sealed envelope on which the contract identification is plainly marked on the outside. The form shall be delivered as indicated in the RFP.

7.1.2.1. ONE manually signed cost page of the proposal form is to be submitted and sealed in a clearly marked envelope separate from the proposal submittal.

7.1.3. Prior to the time and date designated for receipt of proposals, a submitted cost form may be modified or withdrawn by notice to the Purchasing office at the place designated for receipt of proposals. Notice shall be in writing and shall be signed by an authorized representative of the proposer and must be received, and date and time-stamped by the Purchasing office on or before the date and time set for receipt of proposals. Notice may be delivered by facsimile or electronically providing the document bears the signature of an authorized representative of the proposer. A change must be so worded so as not to reveal the amount of the original cost factor. It is the proposer's responsibility to verify that notice has been received by the Purchasing Office.

7.1.4. FAX/E-Mail Proposals and Proposal Modifications:

FAX/e-mail proposals will NOT be considered. Proposal modification by FAX/e-mail of proposals already submitted will be considered if received prior to the time fixed in the Request for Proposals. FAX/e-mail proposal modifications shall not reveal the amount of the original or revised cost factors and must be signed by an authorized representative of the proposer. It is the responsibility of the proposer to ensure delivery of any proposal modifications prior to the date and time fixed in the Request for Proposals. Proposal modifications received after the time fixed in the Request for Proposal will NOT be considered. Proposers are encouraged to ensure that the Owner has received any proposal modifications prior to the opening.

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

7.1.6. 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.

7.2. FORM

7.2.1. Where required on the cost proposal form, proposers must propose on all items. Failure to do so shall disqualify the proposal.

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

7.3. ALTERNATE PROPOSALS AND QUALIFIED PROPOSALS

7.3.1. Proposals may be rejected if they show any omissions, alteration of the forms, or additions not provided for in the proposal form, including conditional or alternate cost factors, or irregularities of any kind.

ARTICLE 8 BID GUARANTEE

8.1 Each proposal 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.

8.2 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.

8.3 **The bid guarantees are to be with the Cost Proposal Form (Section 00300 page 2) submitted in a separate sealed envelope labeled "Cost".**

ARTICLE 9 RECEIPT AND SUBMISSION OF PROPOSALS

9.1. TIME OF SUBMISSION

9.1.1 Proposals shall be submitted no later than the time specified in the RFP. The date and time of receipt of the proposal will be recorded by the Owner on the sealed proposal package. Proposals received after the date and time listed in the RFP will not be considered unless the proposal is late due to conduct of the Owner. Time of proposal receipt will be determined by the time stamp at the Purchasing Department, 4919 Van Buren Street, Anchorage, Alaska 99517. **The name of the contractors proposing will be read at the time and place specified for the submission. No public bid opening will be held.**

9.2. OFFICER'S RESPONSIBILITY

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

ARTICLE 10 PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

10.1. If more than one proposal is offered by any party, by or in the name of his clerk, partner, or other person, all such proposals will be rejected. A party who has quoted prices to a proposer is not

thereby disqualified from quoting prices to other proposers, or from submitting a proposal directly for the work.

ARTICLE 11 REJECTION OF PROPOSALS

11.1. Proposers must comply with all of the terms of this RFP, and all applicable local, state, and federal laws, codes and regulations. The District may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of this RFP and any proposal which contains information or material which cannot be verified or otherwise confirmed for purposes of determining responsiveness to the solicitation.

11.2. The District reserves the right to waive informalities and minor irregularities, and/or reject any and all proposals, and to not award the proposed contract, if in its best interest. “Informalities and minor irregularities” means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and that can be waived or corrected without prejudice to other proposers. These include items that:

11.2.1. Do not affect responsiveness;

11.2.2. Are merely a matter of form or format;

11.2.3. Do not change the relative standing or otherwise prejudice other offers;

11.2.4. Do not change the meaning or scope of the RFP;

11.2.5. Are trivial, negligible, or immaterial in nature;

11.2.6. Do not reflect a material change in the work, or;

11.2.7. Do not constitute a substantial reservation against a requirement or provision of the RFP.

ARTICLE 12 SELECTION PROCEDURE

12.1. The technical proposal shall be submitted in **a sealed envelope** labeled, **“QUALIFICATIONS”.** The proposal shall include:

12.1.1. Proposal Form (Page 1)

12.1.2. Letter of Interest

12.1.3. Responses to each of the Selection Criteria, Section 00100, paragraph 12.7

12.1.4. Copy of Alaska Business License

12.1.5. Copy of Alaska General or Specialty Contracting License

12.1.6. Cost Proposal Form (Section 00300 starting at page 2) submitted in a separate sealed envelope labeled “COST”

12.1.7. **Bid Guarantee submitted with Cost Proposal Form in a separate sealed envelope labeled “Cost”.**

12.2. **The proposal should be no more than fifteen (15)**, 8 ½" x 11" pages (each printed side equals one (1) page) in type no smaller than ten (10) point nor greater than six (6) lines per inch which responds to each of the Selection Criteria, Section 00100, paragraph 12.7. The proposer may use larger than 8 ½" x 11" size pages for any drawings they may wish to submit as part of the proposal responses. Tabs used for separating sections will not be counted towards the total number of pages.

12.3. The following technical proposal enclosures **WILL NOT** be counted as any of the fifteen (15) pages.

12.3.1. Proposal Form

12.3.2. Letter of Interest

12.3.3. Alaska Business License

12.3.4. Contractor’s Alaska General or Specialty Contracting License

12.4. Letter of Interest - The letter of interest should be no more than two (2) pages long and may contain information not shown elsewhere in the proposal.

12.5. Proposal Format - Organizing proposer’s written presentation in the order in which the selection criteria are presented in paragraph 12.7 will enhance the Selection Committee’s ability to understand and evaluate the proposal. Criteria not specifically addressed in proposer’s presentation will be evaluated at zero score.

12.6. Evaluation of Proposal - The Selection Committee is interested only in a straightforward exposition of factual information concerning Proposer’s ability to meet the Owner’s requirements for this project.

12.6.1. Copies of licenses are required for evaluation of the proposal but do not count in proposal scoring.

12.6.2. The Competitive Sealed Proposals will be evaluated by a committee. Evaluation of responses to the selection criteria set forth in Section 00100, paragraph 12.7 results in a numerical score for each proposal. Each criterion has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%).

12.6.3. Scoring of proposals will be accomplished as follows:

12.6.3.1. Each Evaluator will individually read and rate each Offeror’s response to each

criterion described in Section 00100, paragraph 12.7. Ratings will be based solely on contents of proposal. Except as may be stated within any criterion description in Section 00100, paragraph 12.7, Evaluators will use the following qualitative rating factors for each of the RFP evaluation criteria:

1.0 Extraordinary
0.9 Excellent
0.8 Very Good
0.7 Good
0.5 Adequate
0.4 Fair
0.2 Poor
0.0 Unsatisfactory

A rating of “0" indicates a proposal which is non-responsive and/or provides no quality or value to the District. Ratings within the range indicate the level at which the proposal is responsive and/or provides quality or value to the District. For example, evaluating “Experience in completing D/B projects; or Projects With a Guaranteed Maximum Price”, a determination of adequate would be 0.5 for that criterion. That Evaluators final score for that criterion would be determined by multiplying the qualitative rating factor of 0.5 by the 10 maximum points available resulting in a score of 5 for “Experience in completing D/B projects; or Projects with a Guaranteed Maximum Price”. This process would be repeated for each evaluation criteria.

12.6.3.2. After completion of individual ratings, the evaluation committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Section 00100, paragraph 12.7. The chairperson will sum individual ratings for each criterion and multiply those sums by the assigned weight for each criterion, to obtain total scores.

12.6.3.3. At no time will a proposer receive a score that is less than zero (0) for any criteria.

12.6.4. Evaluators may investigate and discuss factual knowledge of proposer’s prior work experience and performance, including projects referenced in the proposal, available written evaluations, etc., and may contact listed references or other persons knowledgeable of a Contractor’s and/or a Subcontractor’s past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed.

12.7. Evaluation criteria consists of the following:

12.7.1. **Experience in completing D/B projects; or Projects With a Guaranteed Maximum Price** **Weight: 10**

Provide a summary of Design/Build projects or project where the GMP or the price of the project was negotiated; with a construction value of $5,000,000 or greater completed in the

last 5 years. Highlight any school projects. Describe your experience, providing details regarding your company's specific contractual roles and responsibilities. Include the names, addresses and phone numbers of Owner and Architectural references for each project. For the projects provide initial GMP or negotiated cost, final construction cost, and an explanation of any variance.

Response must describe the history and experience of the firm and the current principals. How long under the current management? Describe the firm's experience with Design Build projects on which the prime contractor performed a lead role. Discuss other ongoing work which may have relevance to this project. How much work does the firm perform on an annual basis? How long has the firm been in established in Alaska?

Address the design-builder's safety record, to include safety and drug testing polices and programs. Include any safety program related to COVID-19. Address quality control and quality assurance policies and programs to be employed on this project.

Identify any distinct and substantive qualifications for undertaking the proposed contract such as the availability of specialized equipment, technical resources and information technology, as well as unique approaches of concepts relevant to the project.

Address capacity to bond the entirety of the Contract. Address any arrangements you have made to finance the work. Has the firm ever failed to complete a contract due to insufficient resources?

12.7.2. **Risk Management, Quality, Schedule Control and Safety Program** **Weight: 10**

Provide a summary of your company's approach to risk management, quality, schedule control, and safety program. Include a description of the quality control organization, quality control plan, and the authority assigned to the different levels of quality control responsibility. Clearly identify your firms understanding of supply chain restrictions and timeframes, qualified labor and any other current market influence that may affect project delivery. Describe the processes your company uses to identify and resolve project quality issues as well as potential project risks. Include a description of your scheduling methods and controls to proactively manage the project. Also describe in detail your company's safety program and any enhancements you may undertake on this project.

12.7.3 **Design Build Team (Prime and Subcontractors)** **Weight: 15**

Response must name all the firms to participate in the contract and define areas of responsibility to include, but not limited to the following:

a) General Contractor
b) Electrical Subcontractor
c) Sprinkler Subcontractor
d) Fire Alarm Subcontractor
g) Architecture
h) Structural Engineering
i) Electrical Engineering
j) Hazmat Consultant

e) Hazmat Subcontractor k) Other major Suppliers/Subcontractors

f) Project Manager

Response must name all individuals in “responsible charge” for performance of Architecture, Engineering, and Construction plus any other key functions, and other key individuals you deem essential to perform the contract.

Describe the work to be performed by the individuals you name and detail their specific qualifications and substantive **experience directly related to the proposed contract.** A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposals. Focus on individuals’ specific duties and responsibilities and how project experience is relevant to the proposed contract.
For each person named, identify their: employer, professional discipline or job classification, professional registration number if applicable, and state of residency. List at least 3 professional references (contact persons and telephone numbers) for each person.

Discuss any prior work relationships among the firms – in particular, Design-Build projects. Discuss each firm’s particular responsibilities for prior contracts that were similar to the work proposed in the RFP. Indicate which of the firms were involved in such contracts. For each contract, list the contracting entity and a reference (contact person and a telephone number).
Specifically, for the Project Manager, address the following

1) Response must name the one individual to perform daily project management (single point of contact directly engaged in contract performance).

2) Experience in Management of design-build projects in the type of work described in this RFP.

3) Knowledge of the Contracting Agency’s construction management, engineering, and inspection policies and procedures.

4) List recent projects managed including employer, project name, locations, client/owner, project value, and proposed **Project Manager’s role** on the management team for each project. Provide a reference name and phone number.

12.7.4 **Design Narratives/Drawings** **Weight: 14**

Response must demonstrate knowledge of project requirements. Provide a design narrative for each design discipline, describing the various proposed building systems, e.g. architectural**,** structural**,** mechanical, electrical, etc. Include but do not limit discussion to quality of proposed hydronic and domestic water system to be installed, including quality of materials, durability, serviceability, and length of warranty. Define your approach to the problem and to the proposed solutions.

Discuss the efficacy of the Base Bid, any Alternates, and/or Unit Prices for completing the project scope of work. What improvements in access to the utilidor can be designed and built into the project for the ease of construction and future maintenance?

NOTE: CRITERIA BELOW TO BE SCORED ONLY AFTER CRITERIA NUMBER 12.7.1 THROUGH 12.7.4 ARE REVIEWED AND SCORED. THE COST ENVELOPE WILL REMAIN CONCEALED FROM THE EVALUATORS UNTIL THE REVIEW OF TECHNICAL QUALIFICATIONS ARE COMPLETE FOR ALL THE PROPOSERS.

12.7.5. **Cost** **Weight: 51**

Provide the total cost for design, labor, materials and construction required for project in accordance with the requirements as delineated in these documents**.** The total value labeled cost will be evaluated as follows:

$$\frac{\text{Lowest Cost Proposal}}{\text{Cost Proposal}} \times 51$$

TOTAL POSSIBLE POINTS: 100

12.8. Submission of zero costs or unreasonably low (commercially unrealistic) costs will be considered non-responsive. Reasonable costs must be submitted for the proposer to be considered in the final evaluation.

12.9. The District reserves the right to request the highest-ranking proposers whose proposals 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. Offerors who do not submit a Best and Final Offers (revised bids) will not be considered for evaluation and award and their proposals will be rejected and considered non-responsive.

12.10. For purposes of this RFP, proposals that are “reasonably susceptible to award” means the three (3) highest scoring proposals, unless, in the sole discretion of the District’s Senior Purchasing Director, one or more of the three highest scoring proposals did not achieve a score high enough to be within the competitive range and to remain under consideration for award when ranked with other proposals or the District received one or more additional proposals that are within the competitive range of the three highest scoring proposals such that the additional proposal(s) may remain under consideration when ranked with the other proposals. This is not a strict mathematical formula and may not be challenged on that basis except in the case of obvious arithmetic errors.

12.11. All proposals shall be open for public inspection of the selected proposer and final execution of the Contract, unless there is a protest to the award of Contract, in which case the proposals of both the successful and the aggrieved proposers shall be available for inspection by the successful and aggrieved proposers during the appeal. Proposers should not include proprietary information in

proposals if such information should not be disclosed to the public. Proprietary information which may be provided after selection for contract negotiations will be held confidential if expressly agreed to by the Purchasing Department.

12.12. The selection committee will score criteria 12.7.1. through 12.7.4. Then the cost proposals will be opened and points will be assigned as listed in the criteria section. At this point, the scores will be totaled for each contractor and the contractors will be ranked. Highest score will be the top ranked proposer.

ARTICLE 13 AWARD OF CONTRACT

13.1. ACCEPTANCE OF PROPOSAL

13.1.1 Basis of Selection - Following completion of the evaluations and ranking of proposers, the Owner will select the highest ranked proposer for award of the contract. Selection will be by a notice in writing signed by a duly authorized representative of the Owner and no other act of the Owner or its representative will constitute an acceptance of a proposal. The acceptance of a proposal shall bind the successful proposer to execute the Contract, submit an acceptable Certificate of Insurance and fully executed performance and payment bonds, and be responsible for liquidated damages as provided herein.

13.2. BASIS OF AWARD

13.2.1. Following opening of the cost and determination of the apparent highest ranked proposer, the Owner will make public the Notice of Intent to Award within ten (10) calendar days prior to the scheduled date for award by the Owner. Offerors may, upon request to the Purchasing Office, review the final tabulation/proposal score summary and the apparent highest scoring offerors proposal documents prior to the scheduled award date.

ARTICLE 14 AGGRIEVED PROPOSERS

14.1. PROTEST

14.1.1. An interested party may protest a solicitation or a proposed award of a contract.

14.1.1.1. A protest as to the specifications and/or terms and conditions of a solicitation must be received by the Senior Purchasing Director at least five (5) calendar days prior to the due date of the proposal; failure to protest as provided herein constitutes a waiver of any objection to the solicitation.

14.1.1.2. For construction projects the protest of a proposed award of a contract must be received by the Senior Purchasing Director within ten (10) calendar days after issuance of the notice of intent to award.

14.1.1.3. The protest must include the name of the person submitting the protest, the name of the proposer represented by that person, the specific action or request

for proposal contract award which is being protested, a detailed explanation of the reasons for the protest, and the relief requested.

14.1.1.4. The aggrieved person must serve all other interested parties with its protest.

14.1.2. The Senior Purchasing Director shall stay the intended award of a contract unless the Senior Purchasing Director determines the award of the contract without further delay is necessary to protect the District's best interest.

14.1.3. The Senior Purchasing Director may, in his/her sole discretion, hold a hearing.

14.1.4. Failure to protest as provided herein constitutes a waiver of any objection to the solicitation and contract award.

14.2. APPEAL

14.2.1. A decision by the Senior Purchasing Director may be appealed to the Anchorage School Board.

14.2.2. 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 proposer represented by that person, and a detailed explanation of the basis for the appeal.

14.2.3. The aggrieved proposer must serve all other interested parties with its appeal.

14.2.4. The Superintendent may obtain an independent review of the appeal issues if the Superintendent determines such review will assist consideration of the appeal.

14.2.5. The independent review shall be conducted by a not directly involved District employee or an experienced but disinterested third party from outside the District.

14.2.6. Failure to appeal to the Anchorage School Board as provided herein constitutes a waiver of any objections to the solicitation and the contract award.

14.3. CONSIDERATION OF APPEAL

14.3.1. The decision being appealed and the findings from the independent review, if any, will be reported to the Board.

14.3.2. Upon consideration of the appeal and allowing interested parties an opportunity to address the issues on appeal, the Board may:

14.3.2.1. Award the contract as recommended, if applicable, indicating its reasons for rejecting the appeal;

14.3.2.2. 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;

14.3.2.3. 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;

14.3.2.4. Reject all proposals;

14.3.2.5. Take such other action as appears appropriate and in the best interest of the District under the circumstances.

14.4. FRIVOLOUS PROTESTS

14.4.1. 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.

14.4.2. Sanctions for Violation

If a request for review, protest, pleading, motion, or other document is filed with the Senior Purchasing 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.

ARTICLE 15 GUARANTEE SECTION

15.1. 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.

ARTICLE 16 SUBCONTRACTORS

16.1. All subcontractors proposed for the work must be acceptable to the Owner.

16.2. The Owner reserves the right to request the proposed subcontractors to complete qualification forms and/or current financial statements.

ARTICLE 17 MINIMUM WAGE RATES

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

ARTICLE 18 EXECUTION OF CONTRACT

18.1. Within five (5) days after presentation of the Contract for signature, the proposer shall execute and return to the Owner two (2) originals each of the following documents: The contract, individually signed as originals by an authorized officer of the corporation or company; fully executed originals (2) of the required bonds and two (2) Power of Attorney for each set of bonds; and fully executed originals of the required insurance form(s). Failure or neglect to execute the contract within the time specified, or such extended period as the Owner may, in its sole discretion, authorize, shall constitute a breach of the agreement affecting the acceptance of the proposal. 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 damages, the exact amount of which is presently difficult or impossible to calculate or quantify with exactness. Therefore the amount of the proposal guarantee of the apparently successful offeror which fails or neglects to execute the contract after proper notification of the acceptance of the proposal shall be retained by the Owner as liquidated damages for such breach.

18.2. The contract shall be deemed to be completely executed when two (2) originals of the contract, accompanied by the required bonding and insurance documents, have been properly executed by both the Contractor and the Owner.

18.3. 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.

ARTICLE 19 NOTICE TO PROCEED

19.1 The Owner intends to issue a Notice to Proceed (NTP) 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 NTP. The Owner will not be responsible for any costs incurred by the Contractor prior to the NTP.

ARTICLE 20 NON-DISCRIMINATION

20.1. 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.

20.2. The submission of a proposal constitutes certification that if awarded a contract with the District, the offeror shall fully comply with the requirements of paragraph 20.1 above. This section of the RFP shall be deemed a part of the contract entered into by the successful proposer.

20.3. The successful proposer shall post in conspicuous places at its business operations a copy of this section, or notice setting forth the contents of this section, so that employees and job applicants are made aware of the protections against discrimination that this section provides.

20.4. MINORITY BUSINESS ENTERPRISES:

20.4.1 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).

20.4.2. 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.

20.4.3 Any appeal from a decision of the Equal Employment Opportunity Director shall be to the Superintendent and, if not satisfied, to the Board.

ARTICLE 21 ASBESTOS FREE MATERIALS

21.1. The proposer, 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.

ARTICLE 22 CONFLICT OF INTEREST

22.1. 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):

22.1.1. 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.

22.1.2 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:

22.1.2.1. 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 proposal to the District or attempts to enter or enters into a contract with the District;

22.1.2.2 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;

22.1.2.2 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;

22.1.2.2 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.

22.2. 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.

22.2.1. 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.

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

22.3. Copies of all conflict of interest and ethics code documents should be submitted with your proposal.

ARTICLE 23 CONTRACT INDUCEMENTS

23.1. 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.

ARTICLE 24 GOVERNANCE

24.1. This solicitation is a RFP governed by applicable Anchorage School Board Policies, including section 3311 of such Policies. Anchorage School Board Policies are available at HTTP://WWW.ASDK12.ORG/SCHOOL_BOARD/POLICY. Offerors should read this RFP carefully and review all instructions contained herein. Incomplete or incorrect proposals may be rejected as not conforming to the essential requirements of the RFP. Proposals submitted on other than the prescribed forms contained in this RFP will be rejected. Offerors may copy the forms contained in the RFP for use in their proposals, but substitute forms or formats are unacceptable. Electronic copies of the forms which offerors must submit as part of any proposal, if any—if not provided with this RFP—may be obtained by contacting the Anchorage School District Purchasing Department. Forms shall not be altered except to supply requested Offerors information.

ARTICLE 25 APPRENTICESHIP UTILIZATION COMPLIANCE

24.1. 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.

25.2. Forms used to demonstrate compliance during the contract administration period are found in Section 00630 Construction Forms.

25.2.1 List of Federally Registered Alaskan Apprenticeship Programs

25.2.1.1 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.

25.2.2 Apprenticeship Utilization Form

25.2.2.1 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.

25.2.3. Apprenticeship Utilization Program Calculation Form

25.2.3.1 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.

25.2.3.2 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.

25.2.4. Penalty Table

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

25.3 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

On-Site Visit ..... October 5, 2026

Pre-Proposal Conference ..... October 6, 2026

Proposal Due..... October 19, 2026

Board Meeting (anticipated)..... November 2, 2026, Non-Action, November 17, 2026, Action

Notice to Proceed (anticipated)..... January 12, 2027

Site Available to Contractor ..... January 13, 2027

Substantial Completion – Building.....August 30, 2027

Substantial Completion - Site.....August 30, 2027

Final Completion .....September 30, 2027

Dates of Interest:

Parent Teacher Conferences..... October 28 – 29, 2026
Thanksgiving Holiday.....November 26 – 27, 2026
Winter Vacation .....December 21, 2026 – January 1, 2027
Martin Luther King Holiday.....January 18, 2027
Presidents Day Holiday..... February 15, 2027
Parent Teacher Conferences.....February 24 – 25, 2027
Spring Break Week.....March 15 – 19, 2027
School Ends for Students..... May 28, 2027
Memorial Day Holiday..... May 31, 2027
Teachers Last Day..... June 1, 2027
Juneteenth Holiday..... June 18, 2027
Independence Day Holiday .....July 5, 2027
Teachers First Day ..... August 9, 2027
Students First Day ..... August 12, 2027
Labor Day Holiday ..... September 6, 2027
Parent Teacher Conferences..... October 27 – 28, 2027
Thanksgiving Holiday.....November 25 – 26, 2027
Winter Vacation .....December 20 – 31, 2027

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

DESIGN-BUILD
PROPOSAL FORM

This Proposal Form is the first sheet of the technical proposal, to be labeled "QUALIFICATIONS", submitted in a sealed envelope and marked in accordance with Section 00020 & 00100. Page 2 through the end of this section must be submitted in a separate, sealed envelope labeled "COST" and marked in accordance with Section 00020 & 00100.

RFP Number: RFP 2027- 603

Project Title: Chugiak HS Steve Primis Auditorium Rigging Upgrade Design-Build

ADDENDA ACKNOWLEDGMENTS:

The undersigned acknowledges receipt of the following Addenda, list by number, and date appearing on Addenda.

PROPOSER

Proposer: .....

Address: .....

.....

City, State, Zip: .....

Alaska Business License Number: .....

Corporate/Professional License: .....

Federal Tax Identification Number: .....

Individual(s) to Sign Contract: ..... Title: .....

Individual(s) to Sign Contract: ..... Title: .....

Type of Business Enterprise: (check one):

☐ Corporation in the State of: ..... ☐ Individual ☐ Partnership ☐ Other (Specify): .....

ARTICLE 1: ACKNOWLEDGMENT

I certify that I am a duly authorized representative of the firm listed above and that information and materials enclosed with this proposal accurately represent capabilities of the office(s) listed above for providing the services indicated. The Anchorage School District is hereby authorized to request any owner identified in this proposal to furnish any pertinent information deemed necessary to verify information provided or regarding reputation, performance and capabilities of the Offeror(s). 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 (see Section 00100).

Signature	Date
Name	Telephone
Title	Fax
Firm	Email Address

COST

This Page 2 through end of section must be submitted in a separate, sealed envelope labeled "COST" and marked in accordance with Section 00020 & 00100.

Project Title: Chugiak HS Steve Primis Auditorium Rigging Upgrade Design-Build RFP Number: 2027-603

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.

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. NONE

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. <u>Application of the Penalty Table:</u>
   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. <u>Lack of Apprentice(s) availability:</u>
   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

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

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 Number
Date 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 TITLE

Amount of Contract: Amount of Contract in words Dollars and No Cents

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

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

CONTRACT DOCUMENTS

I. This Contract, consisting of two (2) pages plus sixteen (16) page attachment, General Architectural and Engineering Design and Construction Phase Services Appendix B.
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.

SAMPLE

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

_____ Date: _____
Anchorage School District Attorney

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

ANCHORAGE SCHOOL DISTRICT

_____
David Whiting, Date
Senior Director of Purchasing/Warehouse

CONTRACTOR BUSINESS NAME

_____
Contractor Signature Date

_____
Contractor Print Name and Title

Corporate Seal

Account Code(s):

SAMPLE

Contract No:
Date Prepared:

ANCHORAGE SCHOOL DISTRICT

FORMAL PROFESSIONAL SERVICES AGREEMENT

INDEX

ARTICLE	TITLE
B1	Professional Responsibilities, Standard of Care, Representations
B2	Relationship of the Parties
B3	Administrative Requirements
B4	Design Services
B5	Construction Phase Services
B6	Additional Services
B7	Anchorage School District Responsibilities
B8	Additional Provisions

ARTICLE B1 Professional Responsibilities, Standard of Care, Representations

B1.1 The Contractor shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Contractor shall perform such services, as a professional consultant to the Anchorage School District, to carry out the activities of Project design and Construction Contract administration, and to provide the technical documents and construction observation that are necessary and desirable to complete the Project in a manner satisfactory to the Anchorage School District.

B1.2 The Contractor shall provide all services required in this Agreement using no less than the usual and customary skill, care and judgment of a professional architectural/engineering firm that is registered in the State of Alaska and is well experienced in providing such services as the design and construction of public school buildings located within the Anchorage School District.

B1.3 Contractor represents and agrees that (a) it is an experienced firm having the ability and skill (or that it will subcontract to obtain the services of qualified sub-consultant(s) acceptable to the Anchorage School District) that are necessary to perform the services required of it under this Agreement, including specifically, but without limitation, the design and construction of a project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with the current laws, rules and regulations applicable to the Project, including applicable municipal, state and federal building codes and sanitary and environmental laws, rules, regulations, and orders thereof.

B1.3.1 In the event the Contractor becomes aware of a change or pending change in codes, laws, rules or regulations which may affect the design or construction of the Project, the Contractor shall inform the Project Manager of the change or pending change and the possible impacts thereof on the Project.

B1.4 The Contractor represents and agrees that the drawings, specifications and other documents prepared by it or its Subcontractors pursuant to this Agreement shall be functional for the purposes intended, and that the Project, if constructed in accordance with such drawings, specifications and other documents, will be structurally sound and a complete and properly functioning facility in accordance with the general design intent established by the Educational Specifications.

B1.5 The Contractor shall prepare drawings, specifications, and other documents necessary to complete the design of the Project and to meet applicable codes, laws, rules, regulations and professional standards in effect as of the date of design. The Contractor or its Subcontractors shall correct, at their own expense, any and all errors, omissions, ambiguities and conflicts in the drawings, specifications and other documents prepared by the Contractor.

B1.6 The Contractor covenants and agrees to perform the services described in this Agreement through appropriate, competent professionals who are Contractor's staff members or Subcontractors, or the staff members of Contractor's Subcontractors, and are professionally registered when required by State of Alaska statutes. Subcontractors may include, but are not limited to, architects, structural engineers, mechanical engineers, electrical engineers, landscape architects, civil engineers, cost estimators, and others as necessary.

B1.6.1 The Anchorage School District shall have the right to require the Contractor to exclude from providing services under this Agreement any Subcontractor, or any employee of Contractor or any of its Subcontractors, or any other person under the control of the Contractor, to whom the Anchorage School District has a reasonable objection. The Anchorage School District reserves the right to object to selection of Subcontractors based on considerations of cost, performance, special qualifications, and/or known work load relative to resources.

ARTICLE B2 Relationship of the Parties

B2.1 The Anchorage School District has no design responsibilities of any nature under this Agreement. Additionally, the District's issuance of Design Standards and Technical Specifications guidelines and/or the District's approval or denial of deviations from said Design Standards or Technical Specifications guidelines shall not create in the District design responsibilities or obligations under this Agreement. None of the activities of the Anchorage School District are intended to supplant or conflict with the design, construction cost estimating, contract administration, construction observation, or any other services and responsibilities of the Contractor that are required under this Agreement.

B2.1.1 The Contractor's architectural and engineering design services include, but are not limited to, cost and time estimating that are calculated to demonstrate that the Project can be constructed within the budget and time frame identified in this Agreement. Although the Project Manager may discuss or suggest changes to Contractor's cost and time estimates, such discussions or suggestions shall in no way relieve the Contractor of the responsibility of fulfilling its obligations and responsibilities therefor.

B2.2 The Contractor, including its agents, employees and Subcontractors, is an independent contractor of the Anchorage School District, and not an agent, officer or employee of the Anchorage School District. The Contractor shall carry out its responsibilities under this Agreement and conduct itself at all times as an independent contractor, except as the authority to act as an agent of the Anchorage School District in relation to certain tasks and events may be specifically granted by the Project Manager in writing from time to time. The Contractor shall not represent itself to any third party as other than an independent contractor of the Anchorage

School District at any time, except in accordance with the foregoing written authority of the Project Manager.

B2.3 Any and all employees of the Contractor, while engaged in the performance of any services required of the Contractor under this Agreement, shall be considered employees only of the Contractor and not of the Anchorage School District, and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Contractor's employees while so engaged on any of the services to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

B2.4 Communications by the Anchorage School District to the Contractor relating to services performed by the Contractor may be issued or made through the Project Manager. Formal communications and submittals of the Contractor to the Anchorage School District and the Construction Contractor shall be issued or made through the Project Manager, unless otherwise directed by the Project Manager or by this Agreement. The Project Manager shall have the authority to establish procedures consistent with this Agreement, to be followed by the Contractor, and to call periodic conferences to be attended by the Contractor and its Subcontractors throughout the term of this Agreement.

ARTICLE B3 Administrative Requirements

B3.1 The provisions contained in this Article B3 are administrative requirements of this Agreement.

B3.2 Cost Analysis and Control. Cost analysis and cost control are primary concerns of the Anchorage School District. Provisions B3.2.1 - B3.2.6.2 are included in this Agreement in order to facilitate and promote effective cost analysis and control in relation to the Project.

B3.2.1 The Contractor shall prepare and deliver Estimated Total Construction Costs (ETCC) to the Anchorage School District at periods designated by the Deliverables Checklist referenced in Article B4. The initial ETCC shall be reviewed by the Project Manager and revised to the extent necessary at each subsequent deliverable period at no additional cost to the Anchorage School District.

B3.2.2 The Contractor shall provide a Project design that reflects the program as defined in Contractor’s original or amended scope of work. If the Estimated Total Construction Cost exceeds the budgeted Construction Contract Award Price (CCAP), the Contractor shall at no additional cost to the Anchorage School District designate an appropriate base bid scope of Work and one or more additive alternate bid scope(s) of Work, at its own expense. The ETCC for such scopes of Work shall approximate the CCAP.

B3.2.2.1 To the extent possible, and only when requested by and approved by the District, the Contractor shall provide additive alternates or redesign the basic bid; deductive alternates shall only be included with the approval of the Anchorage School District. Where Bid Documents require bid proposals for unit prices that exceed, or deduct from, base quantity allowances, such base allowances shall be based on specific quantity surveys and not factors.

B3.2.3 The Anchorage School District may, at its option, obtain an independent estimate of the total construction cost based on the Contractor's design. If, in the opinion of the Project Manager, such independent estimate varies significantly from the ETCC provided by the Contractor, then the Project Manager and the Contractor shall review the discrepancies. If the Project Manager concludes that changes in the Project design are required in order to keep construction costs within the CCAP, the Contractor shall

modify the Construction Contract Documents accordingly at its own expense. Contractor's modification(s) shall be carried out in a reasonable time so as not to delay the scheduled completion and occupancy of the project by the Anchorage School District.

B3.2.4 Should the Contractor be required to redesign the Project for any reason, such redesign must be approved by the Anchorage School District.

B3.2.5 After opening bids, the Anchorage School District may exercise any option available to it, including without limitation the following:

B3.2.5.1 If the lowest responsive basic bid by a responsible bidder exceeds 100% of the CCAP, (a) increase the budgeted funds and award the Construction Contract(s), or (b) reduce the Project scope and require the Contractor to redesign the Project and modify the Bid Documents accordingly for rebid at Contractor's own expense.

B3.2.5.2 If the lowest responsive basic bid by a responsible bidder, plus all additive alternative bids, is less than 90% of the CCAP, and if the scope of the Project had previously been decreased or the quality of the materials used in the Project had previously been lessened from the Technical Specifications and Design Standards because the ETCC exceeded the CCAP, (a) award the Construction Contract(s), and (b) require the Contractor to redesign the Project and modify the Construction Contract Documents in order to return the Project to its previous scope, or the materials to their previous qualities, or both, or other mutually agreed upon adjustment. Contractor's modification(s) shall be carried out in a reasonable time so as not to delay the scheduled completion and occupancy of the project by the Anchorage School District. Such modification(s) will serve as the basis of a change order to the Construction Contract.

B3.2.6 If the Contractor is required by the Project Manager to redesign the Project and modify Bid Documents pursuant to provision B3.2.5.1, or to redesign the Project, modify the Construction Contract Documents and prepare a change order to the Construction Contract pursuant to provision B3.2.5.2, such redesign, modification and change order preparation shall be performed at Contractor's own expense, unless one or more of the following conditions exist:

B3.2.6.1 The required redesign, modification and preparation is made necessary as the result of a prior redesign or modification directed by the Project Manager following an independent estimate of total construction cost pursuant to provision B3.2.3.

B3.2.6.2 The required redesign and modification is the result of the lowest responsive bid by a responsible bidder being more than 100% of the CCAP, and (a) the Contractor notified the Project Manager in writing prior to completing the Construction Contract Documents that the CCAP would probably be insufficient for award of the basic bid and no action was taken by the Project Manager to resolve the matter, or (b) because the bid opening date was delayed, for reasons not the fault of the Contractor, more than ninety (90) days after the Project Manager's receipt of the ETCC submitted as part of Construction Document Services.

B3.3 Time for Performance, Delays Timely provision of a Master Time Schedule, as defined in Appendix A, is a material requirement of this Agreement. If such a schedule is not included in

Appendix F herein, Contractor shall develop and deliver it prior to the first billing for design services to the Anchorage School District, but in no event later than thirty (30) days after award of contract to the Contractor. Contractor shall coordinate Master Time Schedule with Anchorage School District's anticipated date for occupancy of Project.

B3.3.1 The Contractor shall not deviate from the Master Time Schedule unless, in accordance with and under the conditions set forth in Article A6 ("Changes to the Agreement"), one of the following conditions is met: (a) an Amendment incorporating such change of schedule is negotiated and signed by both parties hereto, or (b) a modification to the Master Time Schedule is agreed upon and signed by both parties. Contractor shall accordingly modify and submit a revised Master Time Schedule prior to submission of any subsequent billing to the Anchorage School District.

B3.3.1.1 Should the Project Manager reasonably determine that the Contractor is behind schedule, and so notify the Contractor, the Contractor shall accelerate its efforts at its own expense, including using additional manpower or overtime, or both, to maintain the approved Master Time Schedule.

B3.3.2 The Contractor shall not be held liable for damages incurred by the Anchorage School District due to a failure by the Contractor to meet any deadline established by the Master Time Schedule, provided that such failure arises out of a cause(s) beyond the control and without the fault or negligence of the Contractor. Such causes may include but are not limited to: Acts of God or of the public enemy, acts of a governmental entity acting in its sovereign or proprietary capacity, acts of the Anchorage School District acting in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, and weather that is unusually severe for the location(s) in which the Contractor is to perform its services. In the event of any such delay, Contractor shall provide to the Project Manager a written request for time extension by Amendment or modification to the Master Time Schedule in accordance with Article A6 ("Changes to the Agreement"). Except as provided in this provision B3.3.2, the Anchorage School District shall have all other contractual rights and remedies available to it at law or in equity in the event of Contractor's failure to perform this Agreement in a timely manner.

B3.3.3 Contractor shall not be entitled to any damages for delay from the Anchorage School District, whether caused by the Anchorage School District, or the Construction Contractor or another third party. Contractor's sole remedy for delay is a reasonable time extension granted by the Project Manager in an Amendment or modification to the Master Time Schedule pursuant to Article A6 ("Changes to the Agreement").

B3.3.4 In the event of a suspension in service directed by, or as a result of, the Anchorage School District, upon resumption of services, if any, the Contractor shall be required to review, revise and deliver the Master Time Schedule. Contractor shall be compensated for same based on stipulated sum pursuant to Article A6 ("Changes to the Agreement").

B3.4 Conformance with ASD guidelines. The Anchorage School District's Technical Specifications and Design Standards are intended as guidelines. The Contractor shall review these guidelines. The Contractor's use of such guidelines without written notice of exception shall constitute Contractor's acceptance of the guidelines. If the Contractor proposes deviations from these guidelines, such deviations shall be justified to the Anchorage School District in writing. The Anchorage School District retains the right to accept or reject such deviations, the Contractor shall modify the Construction Contract Documents accordingly at its own expense. The Contractor shall incorporate and coordinate the referenced guidelines into the Project.

B3.5 Document Preparation and Submission Procedures. Contractor's compliance with the procedures and requirements set forth in provisions B3.5.1 - B3.5.9 concerning document preparation and submission is mandatory, except as may be specifically modified in writing by the Project Manager.

B3.5.1 All drawings and specifications submitted for review and approval shall be marked as "Schematic Development Review Set," Design Development Review Set," "Construction Document Review Set," or similar phrase, as appropriate. The original set used to duplicate the Bid Documents shall be marked and issue dated as directed by the Anchorage School District.

B3.5.1.1 Technical specifications shall be provided in the current C.S.I. format.

B3.5.1.2 Specifications shall be provided digitally in pdf and the current version of Microsoft Word used by the Anchorage School District.

B3.5.2 All Construction Contract Documents shall bear the Anchorage School District's Project number and title, and shall be signed or initialed by the Contractor to acknowledge that the submissions have been checked by the Contractor for accuracy, completeness and coordination.

B3.5.3 Electronic media drawing files shall be developed or usable in current version of AutoCAD used by the Anchorage School District, or as determined by the Project Manager in consultation with the Contractor.

B3.5.3.1 Fonts used in drawing data bases shall be standard AutoCAD fonts, or Contractor shall supply the Anchorage School District with a licensed copy of font files used.

B3.5.3.2 Contractor shall conform drawing production data classifications to the current version of the “United States National CAD Standard”, except as otherwise approved by the Project Manager for project-specific requirements. Information regarding this Standard is available at: http://www.nationalcadstandard.org.

B3.5.4 Contractor shall provide drawing files on writable CD-ROM disk(s), labeled with the Anchorage School District’s Project name and number, and drawing numbers, dates, and phase status.

B3.5.5 During design phases, Contractor shall provide digital progress drawings, as pdf, in sizes and quantities as agreed to by Project Manager and Contractor.

B3.5.6 Contractor shall provide one complete set of final reproducible drawings each for Bid Document issuance and, subsequently, for Conformed Documents digitally in sizes as agreed to by Project Manager and Contractor.

B3.5.7 At the completion of construction of the Work as provided by B5.17, the Contractor shall provide one complete set of Record Drawings electronically.

B3.5.8 The Contractor shall not delegate or transfer in any way through the Bid Documents any service required of it by this Agreement, unless such delegation or transfer is submitted prior to the Construction Document phase and approved in writing by the Project Manager. Any performance specifications which require design services by the Construction Contractor or one of its subcontractors, or by a third party, or which require instruction (such as from a manufacturer, supplier or installer) shall state that

the Contractor must review and approve all such designs or instructions for conformance with design intent.

B3.5.9 "Brand Name", "Sole Source", or proprietary specifications shall not be used in the Bid Documents except when directed by the Project Manager, or when justified by the Contractor and approved by the Project Manager. Basis shall be replacement inventory, compatibility with existing systems, spatial parameters, previous performance history, and/or Anchorage School District Technical Specifications and Design Standards. "Brand Name or Equal as approved by Architect or Engineer" specifications may be used in Bid Documents as a means to define the performance or other salient requirements of an item, if the specific features of the brand name establish the minimum essential characteristics required to satisfy its intended use and the same is clearly stated in the specifications. During construction, Contractor shall conform with Article B5.4.2 for substitution of specified products.

B3.6 Review, Comment. The District's review of drawings and specifications may generate comments directed to the Contractor which are designated by the following classifications and which require certain types of action by the Contractor as indicated below:

Class I comments pertain to real or potential code or regulation violations, and require the Contractor's response by means of modification or formal written approval or variance from the regulatory agency. Any such approval or variance from the regulatory agency shall be copied to the Project Manager.

Class II comments pertain to errors, omissions, matters of document coordination, or deviations from Anchorage School District's Technical Specifications and Design Standards, and require the Contractor's correction of the documents, unless justification satisfactory to the Project Manager is provided in writing by the Contractor.

Class III comments pertain to matters of design judgment and are offered in a positive manner with the intent of improving the design result. These comments are not directions for design changes, but are provided as suggestions for consideration by Contractor as the Contractor may deem appropriate. These comments do not require any revision of the documents by the Contractor. However, they do require response by the Contractor justifying action taken.

B3.7 Presentation, Approval, Acceptance. Notwithstanding presentation requirements of other regulatory agencies, the Contractor shall present Conceptual Design (when required) and subsequently Schematic Design documents to the Anchorage School Board at a regularly scheduled Board Meeting to obtain Board approval before proceeding with services for subsequent phase. At least three weeks prior to the anticipated Board meeting, the Contractor shall submit presentation drawings as defined by the attached Deliverables Checklist and shall notify the Project Manager that the Contractor will be ready to make the presentation to the School Board at the regularly scheduled meeting.

B3.7.1 Approval of the Contractor's design and document submissions by the Project Manager, the Anchorage School District, or the Anchorage School Board constitutes approval of the basic design concept and layout only, and does not relieve the Contractor of the responsibility for preparing a complete set of Construction Contract Documents in accordance with the terms of this Agreement.

B3.7.2 Acceptance by the Project Manager, the Anchorage School District, or the Anchorage School Board of the Contractor's design and document submissions is not an approval of any Contractor omissions, errors, conflicts, oversights or noncompliance with any

applicable governmental laws or regulations. The Anchorage School District shall not be liable for failure to identify any such omissions, errors, conflicts, oversights, or noncompliance. All such responsibility belongs to the Contractor.

ARTICLE B4 Design Services

B4.1 The Contractor shall provide all the design services described within this Article B4 ("Design Services"). Design Services shall consist of Conceptual Design Services (when required), Schematic Design Services, Design Development Services, Construction Document Services and Bid Services described herein, except that any such service may be modified or deleted in Article B8 ("Additional Provisions"), or deleted by a notation in the left margin of Article B4 which is initialed by both parties.

B4.1.1 The Contractor shall provide Deliverables as indicated on the attached Deliverables Checklist (Attachment A to PSA Appendix B) as negotiated within the Scope of Services by the Contractor and Project Manager.

B4.1.1.1 Where indicated on the Deliverables Checklist, drawings showing preliminary master plan development, site plan layout, building plan layouts, preliminary building cross-sections, exterior elevations, and interior elevations of salient features shall be provided in both full size and 8-1/2 x 11" format (or as otherwise directed by Project Manager) for presentation to the Anchorage School Board.

B4.1.1.2 Where three-dimensional control coordinates are indicated on the Deliverables Checklist, Contractor shall provide same for all critical control coordinates (i.e., tangent points, property corners, curvature points, grade breaks, horizontal and vertical control monuments, inverts, flow lines, etc.) CADD drawings shall include all disciplines referenced to the same geometric base. Should the Municipality of Anchorage require that certain drawings reflect a different basis of control than that selected by the Contractor, appropriate equation(s) shall be provided by the Contractor allowing coordination on either data base(s).

B4.1.1.3 Where indicated on the Deliverables Checklist, the Contractor shall review, approve and submit to the Project Manager Estimated Total Construction Costs of the Project, based on historic area, volume or other unit costs, construction sequence and scheduling, economic tradeoffs, safety and maintenance requirements, and such other factors as may be appropriate.

B4.1.2 The Contractor shall serve as a member of the Municipality of Anchorage Art in Public Places program's Art Advisory Committee to determine specific sites for work(s) of art and the scale and type of artwork most appropriate for the Project.

B4.1.2.1 The Contractor shall work closely with artist(s) and artist's (artists') consultants approved by the Anchorage School District to identify and coordinate the structural, utility or other requirements which interface with Contractor's work for selected work(s) of art for inclusion in the Bid Documents.

B4.1.3 The Contractor shall prepare and submit all Deliverables necessary to obtain all preliminary reviews or approvals required: by governmental entities that have regulatory and jurisdictional power over the Project through applicable laws, statutes, regulations and codes; by privately-owned utility companies or other entities which

may impose conditions on the Project; and by such other entities as may be identified by the Project Manager.

B4.1.4 As part of its risk management program, the Anchorage School District requires submittal of Construction Documents to its property and casualty insurer ("Insurer") for review and comment. Upon receipt of Insurer's review comments, the District will evaluate issues raised and address with the Contractor. The Contractor shall become familiar with applicable Insurer standards and endeavor to comply with those standards.

B4.2 When required, Conceptual Master Plan Services shall consist of the preparation and presentation of Deliverables which illustrate and describe the general master planning scope, scale and relationship of program components based on Educational Specifications for approval by the Anchorage School District.

B4.3 Schematic Design Services shall consist of the preparation and presentation of Deliverables which illustrate and describe the general scope, scale and relationship of Project components based on the program, approved Master Time Schedule, and Construction Contract Award Price, for approval by the Anchorage School District.

B4.3.1 The Contractor shall review the Educational Specifications, Technical Specifications and Design Standards, and other pertinent documents furnished by the Anchorage School District to ascertain the requirements of the Project.

B4.3.2 The Contractor shall develop initial design concepts and options for the Project in close coordination with the Anchorage School District. The Contractor shall identify unusual structural, mechanical, electrical or other features that may impact costs or use, and shall develop the systems selected in sufficient detail to permit coordination among design elements.

B4.3.3 In order to inventory existing site conditions, the Contractor shall request a Project site visit and propose an itinerary. Following the Project Manager's written approval of the Contractor's request, the Contractor's principal, and other personnel as may be designated, shall visit the Project site.

B4.3.4 When the Construction Contract Documents are approximately thirty-five percent (35%) complete, the Contractor shall submit to the Project Manager one complete set of reproducible drawings or complete electronic submittal for review.

B4.4 Design Development Services shall be based on the approved Schematic Design, and shall consist of the preparation, for approval by the Anchorage School District, of Deliverables to fix and describe the size and character of the entire Project with regard to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate. Design Development Services shall include a detailed expansion of the architectural design so that the Project's size, appearance, form, construction type, and engineering systems are developed. Major material selections, equipment items, and quality of finishes shall be identified.

B4.4.1 When the Construction Contract Documents are approximately sixty-five percent (65%) complete, the Contractor shall submit to the Project Manager one complete set of reproducible drawings or complete electronic submittal for review.

B4.5 Construction Document Services shall be based on the approved Design Development Deliverables, and shall consist of the preparation, for approval by the Anchorage School District, of Deliverables, setting forth in detail the requirements for construction of the entire Project.

Deliverables shall establish the detailed quality levels and extent of materials and systems sufficient for both bidding and construction of the Work.

B4.5.1 The Contractor shall prepare and coordinate a complete set of Construction Contract Documents for the Project in accordance with the current Construction Specifications Institute Manual of Practice, except as provided by the Anchorage School District and enumerated below.

B4.5.1.1 The Contractor shall prepare applicable technical specifications (Divisions 2-17), an index of drawings, and drawings for inclusion in the Construction Contract Documents. The Anchorage School District will provide Conditions of the Contract (Division 0), with the exception of the index of drawings, and will transmit an informational copy to Contractor. The Contractor and the Project Manager shall jointly prepare General Requirements (Division 1) in a coordinated effort. All documents and specifications are to be complementary and compatible.

B4.5.2 When the Construction Contract Documents are approximately ninety-five percent (95%) complete, the Contractor shall submit to the Project Manager one complete set of reproducible drawings or complete electronic submittal for review.

B4.5.3 The Contractor shall review, approve and submit to the Project Manager, when the Construction Contract Documents are ninety-five percent (95%) complete, an updated and revised Estimated Total Construction Cost, based on materials, systems and details of construction, and which considers changes in the cost of materials, labor and services discovered since submission of the previous Estimated Total Construction Cost; adjustments for anticipated changes in the bidding market relative to the Project; and such other factors as may be appropriate.

B4.6 Bid Services shall be based on the approved Construction Contract Documents, and shall consist of assisting in the preparation, for approval by the Anchorage School District, of Bid Documents for obtaining bids and awarding contract(s) for construction of the Project.

B4.6.1 Upon direction by the Project Manager, the Contractor shall prepare responses to bidders' questions or requests for clarification or interpretation of Bid Documents. The Contractor shall not respond directly to any bidder's question or request for clarification or interpretation. All questions and requests for clarifications or interpretations as to the meaning of the information in the Bid Documents must be in writing, with responses by the Contractor provided to the Anchorage School District and retained in the Contractor’s records. The Contractor shall not respond to bidders’ oral questions and requests for clarifications except in writing.

B4.6.2 The Contractor shall prepare and deliver electronically, as defined by Article B3.5, any addenda to the Bid Documents which may be necessary to clarify or supplement drawings, specifications, or instructions, or to provide notice of any change in bidding procedures. All addenda will be distributed by the Anchorage School District during the bidding period.

B4.6.3 As directed by the Project Manager, the Contractor shall participate in pre-bid conferences, the bid opening, the review and evaluation of bids, and the recommendation for award of the Construction Contract(s).

B4.6.4 Contractor shall provide Conformed Documents within 30 days of bid opening, unless the Anchorage School District approves an extension in writing, which extension shall not exceed 15 days. Conformed drawing items shall be identified by clouds referenced

with revision numbers in triangles and corresponding revision dates in drawings' title blocks. Conformed technical specification items shall be italicized with footers referencing revision and date. Contractor shall submit Conformed Documents to applicable permitting agencies for their approval, and shall provide Project Manager both half-sized and full-sized pdf copies of Conformed Documents for issuance to Construction Contractor.

B4.7 Permitting Services shall be provided as assistance to ASD and based on approved Construction Contract Documents submitted to the Municipality and/or others for permitting. Contractor shall review all building (or any other applicable) permit comments and respond/resolve all comments pertaining to Contractor's Scope of Work.

ARTICLE B5 Construction Phase Services

B5.1 Construction Phase Services shall consist of providing such Construction Contract administration services and construction observation services during the construction of the Project as are described in this Article B5. Construction Phase Services shall commence with the award of the Construction Contract and shall terminate with the Anchorage School District's final acceptance of the Project, or approval of the Contractor's final invoice pursuant to the Contractor's satisfactory completion of obligations under this Agreement, whichever is later.

B5.2 As directed by the Project Manager, the Contractor shall participate in pre-construction conferences with the successful bidder.

B5.3 The Contractor shall consult with the Project Manager regarding the acceptability of the supervisory personnel, subcontractors and suppliers proposed by the Construction Contractor for various portions of the Work.

B5.4 The Contractor shall review and approve or take other appropriate action on schedules, shop drawings, samples, schedules of values, and other submissions of the Construction Contractor(s), as well as the Work performed by the Construction Contractor(s), for conformance with the design concept of the Project and for compliance with the Construction Contract Documents.

B5.4.1 The Contractor shall provide a submittal register listing the submittals required in format provided by Project Manager. The Contractor shall review and return submittals to the Construction Contractor expeditiously, but no later than fourteen (14) Days from date of receipt, except when otherwise authorized by the Project Manager. The Contractor shall coordinate directly with the Construction Contractor to obtain all submittals required by the Construction Contract Documents, and shall promptly notify the Project Manager concerning any submittals, or lack of submittals, which may affect the Project. The Contractor's approval of submittals must be in writing to the Project Manager and copied to the Construction Contractor. Approvals must contain Contractor's recommendation regarding any credit due the Anchorage School District for an item substituted by the Construction Contractor.

B5.4.2 The Contractor shall submit to the Anchorage School District for acceptance all recommended approvals for substitutions of specified products proposed by the Construction Contractor.

B5.5 The Project Manager will establish with the Contractor procedures to be followed for the review and processing of all the Construction Contractor's shop drawings, catalog submissions, Project reports, test reports, maintenance manuals, and other necessary documentation, as well as the Construction Contractor's requests for change orders and applications for extensions of time.

B5.6 The Contractor shall render to the Project Manager with reasonable promptness, interpretations of the requirements of the Construction Contract Documents which are submitted by the Construction Contractor as Requests for Information (RFIs). The Contractor's interpretations shall be consistent with the intent of, and reasonably inferable from, the Construction Contract Documents. The Contractor's decisions in matters relating to artistic effect shall be consistent with the intent of the Construction Contract Documents. The Contractor's decisions set forth in response to RFIs which impact cost and schedule shall be approved by the Project Manager prior to the Contractor transmitting them to the Construction Contractor. The Contractor shall coordinate with the Anchorage School District's logs of RFIs, Proposal Requests, and Change Orders using owner-provided construction management software.

B5.6.1 Should errors, omissions or conflicts in the drawings, specifications or other Construction Contract Documents be discovered which are due to the Contractor's fault, the Contractor shall prepare and submit to the Project Manager such amendments or supplementary documents and provide such consultation as may be required, for which the Contractor shall make no additional charge, but may be subject to claim, from the Anchorage School District.

B5.7 As directed by the Project Manager, the Contractor shall research, review, and recommend for approval or disapproval the Construction Contractor's responses to requests for proposals or requests for change orders to the Construction Contract, and participate in Change Order negotiations.

B5.8 The Contractor will have access to the Work at all reasonable times. All site visits, observations, and other on-site activities by the Contractor shall be coordinated through the Project Manager.

B5.9 The Contractor is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Contractor is not responsible for any failure by the Construction Contractor to carry out the Work in accordance with the Construction Contract Documents. Nothing stated herein absolves the Contractor from the responsibility of observing construction to ascertain conformance of the Work with the Construction Contract Documents, as required herein.

B5.10 The Contractor shall make periodic visits to the construction site to observe the Work, per the agreed upon scheduled, for conformance with the Construction Contract Documents. Such visits shall be timed to coincide with the Project Manager's construction progress meeting with the Construction Contractor. A representative from each engineering discipline shall make periodic visits to the construction site no less than once every two weeks during the course of Work applicable to that discipline. Contractor shall not be required to make extensive or full-time on-site observations to check the quality or quantity of the Work as part of Basic Services, but shall make as many observations as may be reasonably required to fulfill its obligations to the Anchorage School District hereunder. The Contractor and each representative from each engineering discipline shall prepare a written field report on each visit and observations of the Work made during each visit. Each field report shall be submitted via the Contractor to the Project Manager, in a form acceptable to the Project Manager, within two (2) working Days of the respective visit.

B5.10.1 In addition to the foregoing, each of the engineering disciplines may be required by the Project Manager to make extended visits or have full-time personnel at the job site during critical phases of the Work. Such extended visits or full-time observation at the job site shall be Additional Services when directed, by written authorization, by the Project Manager.

B5.11 On the basis of on-site observations, the Contractor shall take the appropriate steps to attempt to guard the Anchorage School District against defects and deficiencies in the Work of the Construction Contractor. If the Contractor observes any Work that does not conform to the Construction Contract Documents, the Contractor shall immediately make an oral report of all such observations to the Project Manager. The Contractor shall confirm the non-conformance in writing to the Project Manager within three (3) Days of such observation.

B5.12 Only the Project Manager shall have authority to condemn or reject Work when in the Project Manager's or the Contractor's opinion the Work does not conform to the Construction Contract Documents. Such condemnation or rejection will be by written notice delivered to the Construction Contractor. Whenever, in the Project Manager's or the Contractor's reasonable opinion, it is considered necessary or advisable to ensure the proper implementation of the intent of the Construction 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 Construction Contract Documents, whether or not such Work is fabricated, installed or completed.

B5.13 Based upon observations at the site and upon the Construction Contractor's applications for payment, the Contractor shall determine the amount it believes the Anchorage School District owes the Construction Contractor(s) pursuant to the terms of the Construction Contract, and shall within seven (7) Days after receipt of an application for payment from the Construction Contractor, submit to the Project Manager a signed certificate for payment in such amount.

B5.13.1 The Contractor's signing of a certificate of payment shall constitute a representation by the Contractor to the Anchorage School District, based upon the Contractor's 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 the Contractor's knowledge, information and belief, the quality of the Work appears to be in accordance with the Construction Contract Documents (subject to: an evaluation of the Work for conformance with the Construction Contract Documents upon Substantial Completion; the results of any subsequent tests required in accordance with the Construction Contract Documents; minor deviations from the Construction Contract Documents correctable prior to completion; and to any specific qualifications stated in the recommendation); and that the Construction Contractor is entitled to payment in the amount stated in the recommendation. When required by the State of Alaska Department of Education and Early Development, and at the Project Manager's direction, the Contractor will provide the Project Manager with written certification when the Construction Contract is 50% complete in a format provided by the Project Manager.

B5.13.2 By signing a certificate for payment to the Anchorage School District, the Contractor shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the Construction Contractor has used the moneys paid on account of the Construction Contract.

B5.13.3 The Project Manager shall consult with the Contractor regarding the determination of the amount due the Construction Contractor, and shall approve or disapprove the certificate for payment.

B5.14 The Contractor shall, when directed by the Project Manager, research, review and make recommendations regarding any claim submitted by the Construction Contractor.

B5.15 The Contractor shall be responsible for obtaining governing agency approval of its designs. If any exceptions arise related to the design, the Contractor shall endeavor to resolve the exception with the governing agency and provide its design services to correct the situation at no additional cost to the Anchorage School District. The Contractor shall not be liable for costs of design

services if the exceptions are subsequent contradictions to a governing agency's previous approval and/or if the exceptions appear to be unreasonable in the Project Manager's judgement.

B5.16 Upon direction by the Project Manager following notice by the Construction Contractor that the Work (or portions of the Work) are substantially complete, the Contractor shall inspect the Work (or portions of the Work) and prepare and submit to the Project Manager typed punch lists of the Work which is not in conformance with the Construction Contract Documents. The Project Manager will transmit such punch lists to the Construction Contractor(s).

B5.17 Upon direction by the Project Manager, following notice by the Construction Contractor that the Work or portions of the Work are finally complete, the Contractor shall conduct final completion inspections. Upon correction of all punch list items and acceptance of all other close-out submittals and certificates of the Construction Contractor, the Contractor shall approve the Construction Contractor's application for final payment and submit the signed certificate of final payment to the Project Manager for review and approval.

B5.18 The Contractor shall review and approve for completeness, clarity and accuracy, As-builts provided by the Construction Contractor showing significant changes in the Work made during the construction process, based on neatly and clearly marked-up conformed contract drawings, prints, and other data furnished by the Construction Contractor(s), responses to RFI's, periodic site visits, and change orders which occurred during the Work. Contractor shall deliver to the Project Manager a reproducible set of the approved Record Drawings and such electronic copies as are required by provision B3.5.7 herein.

ARTICLE B6 Additional Services

B6.1 The Architect shall provide selected Additional Services described in this Article B6, or as may be modified or supplemented in Article B8, only when the basis for ascertaining the compensation for such services is included either in Appendix C hereto or by subsequently issued Addenda and the services are authorized by a Notice(s) to Proceed.

B6.2 Additional Services may include, but are not limited to, the following:

B6.2.1 Upon the completion of the Schematic Design Services, the remaining Design Services may be divided to facilitate the bidding of separate trade contracts or the release of phased construction activities. The Project Manager shall have the right to determine whether there will be early, late, or phased release of construction contracts to meet funding and other Project constraints.

B6.2.2 Performing geotechnical site investigations, surveys, and/or platting services.

B6.2.3 Performing on-site observations of the Work which require extended visits or full-time personnel at the job site.

B6.2.4 Performing a preliminary energy audit in a format approved by the Project Manager. If the preliminary energy audit discloses opportunities for energy conservation, the Contractor shall develop and submit to the Project Manager a proposal to perform a detailed energy audit to identify technical solutions and the projected economic benefit of those solutions.

B6.2.4.1 If the Anchorage School District accepts a proposal submitted in accordance with provision B6.2.4, an Amendment covering the performance of the detailed energy audit must be executed before the Contractor will be entitled to any compensation therefor.

B6.2.4.2 If a detailed energy audit identifies economical solutions to conserve energy, the Contractor and the Anchorage School District may execute an Amendment covering the preparation of the necessary design and the inclusion of such design requirements in the Bid Documents within the basic bid or as an additive alternative bid.

B6.2.5 Providing start-up Commissioning assistance, including on-site observations and review of test data regarding the original operation of any equipment, and the operation of building systems during the initial occupancy and subsequent periods until proper operations are established. Such assistance may include determining responsibility for corrective measures or procedures as may be needed. If Commissioning reveals deficiencies caused by the Contractor's design, Contractor shall provide design services to correct the deficiencies at no additional cost to the Anchorage School District.

B6.2.6 Providing warranty inspections, as required, through the scheduled completion of the warranty period specified in the construction contract.

B6.2.7 Preparing an environmental assessment of the Project: obtaining federal, state and local review which must be obtained in accordance with applicable laws and regulations, and revising as necessary.

B6.2.7.1 Preparing an environmental impact statement (EIS) for the Project; obtaining federal, state and local reviews which must be obtained in accordance with applicable laws and regulations; revising as necessary; preparing any necessary design requirements; and, including such design requirements in the Bid Documents within the basic bid or as an additive alternate bid.

B6.2.8 Preparing Educational Specifications which conform to Anchorage School District Design Standards and Department of Education and Early Development requirements.

B6.2.9 Preparing a Life Cycle Cost analysis and recommendations for materials and building systems to be considered as alternatives to those established by Anchorage School District Design Standards and Technical Specifications.

ARTICLE B7 Anchorage School District Responsibilities

B7.1 The Anchorage School District shall, as applicable, provide the Educational Specifications for the Project, unless this task is identified as an Additional Service to be undertaken by the Contractor.

B7.2 The Anchorage School District shall provide the Contractor with access to the land on which the Project is to be constructed and the Work of the Construction Contractor as may be required in order for the Contractor to perform its services required under the Agreement.

B7.3 The Anchorage School District shall review documents submitted by the Contractor and render decisions pertaining thereto with reasonable promptness.

B7.4 The Anchorage School District shall furnish information and responses to Contractor's requests for approvals with reasonable promptness.

B7.5 The Anchorage School District shall provide all notices and advertisements inviting bids.

B7.6 The Anchorage School District shall provide all standard construction contract forms for incorporation into the Bid Documents.

B7.7 The Anchorage School District shall duplicate and distribute Bid Documents.

B7.8 The Anchorage School District shall receive and open bids and provide tabulation of bids.

B7.9 The Anchorage School District shall pay directly, or through the Construction Contractor, for all permits, licenses, approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

B7.10 The Anchorage School District shall pay for such structural, mechanical, chemical and other laboratory tests, inspections and reports as are required by law and which are not required to be paid by Contractor in this Agreement.

B7.11 The Anchorage School District shall decide all claims and disputes involving the Construction Contractor and the Anchorage School District, following its review of any related facts and recommendations submitted by the Contractor.

B7.12 The Anchorage School District shall furnish such legal, accounting, and insurance counseling services as it may deem necessary to preserve its interests in the Project.

ARTICLE B8 Additional Provisions

B8.1 Specifications provided by the Contractor shall follow the District's standards shown in attachment B to FPSA Appendix B.

END OF CONTRACT

END OF SECTION

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: _____	By: _____
Signature	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	**CONSTRUCTION PROJECT**
Anchorage School District	Solicitation No.: _____
4919 Van Buren Street	Location: _____
Anchorage, Alaska 99517	
BOND	**CONSTRUCTION CONTRACT**
Number: _____	Number: _____
Date: _____	Date: _____
Amount: _____	Amount: _____
CONTRACTOR	**SURETY**
Name:_____	Name: _____
Address:_____	Address: _____
City/State: _____	City/State: _____

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

PRINCIPAL	**SURETY**
_____	_____
Contractor Name	Corporate Surety Name (Seal)
_____	_____
Signature	Signature
_____	_____
Typed Name and Title	Typed Name, Attorney-in-fact

_____
WITNESS AS TO PRINCIPAL

Note: Attach Power of Attorney for Surety Signator.

CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS

1. The CONTRACTOR and the SURETY, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If the CONTRACTOR completely and properly performs all of its obligations under the Construction Contract, the SURETY and the CONTRACTOR shall have no obligation under this Bond.

3. If there is no OWNER Default, the SURETY's obligation under this Bond shall arise after:

   a. OWNER has declared a CONTRACTOR Default under the Construction Contract pursuant to the terms of the Construction Contract; and

   b. The OWNER has agreed to pay the Balance of the Contract Sum to:

      i. The SURETY in accordance with the terms of this Bond and the Construction Contract; or

      ii. A contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When the OWNER has satisfied the conditions of Paragraph 3, the SURETY shall promptly (within thirty (30) days) and at the SURETY's expense elect to take one of the following actions:

   a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Construction Contract (but OWNER may withhold consent, in which case the SURETY must election option 4b, 4c or 4d, below); or

   b. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

   c. Obtain bids from qualified contractors acceptable to OWNER for a contract for performance and completion of the Construction Contract, and, upon determination by OWNER of the lowest responsive and responsible bidder, arrange for a contract to be prepared for execution by OWNER and the contractor selected with OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified SURETY equivalent to the bonds issued on the Construction Contract; and, if the SURETY's obligations defined in Paragraph 6 exceed the Balance of the Contract Sum, then the SURETY shall pay to OWNER the amount of such excess; or

   d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and, with reasonable promptness under the circumstances and after investigation and consultation with OWNER, determine in good faith the amount for which it may then be liable to OWNER under Paragraph 6 for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to OWNER with full explanation of the payment's calculation. If OWNER accepts the SURETY's tender under this paragraph 4.d, OWNER may still hold SURETY liable for future damages then unknown or unliquidated resulting from the CONTRACTOR Default. If OWNER disputes the amount of the SURETY's tender under this paragraph 4.d, OWNER may exercise all remedies available to it at law to enforce the SURETY's liability under paragraph 6.

5. If the SURETY does not proceed as provided in Paragraph 4, then the SURETY shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from OWNER to the SURETY demanding that the SURETY perform its obligations under this Bond. At all times OWNER shall be entitled to enforce any remedy available to OWNER at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors.

6. The SURETY's monetary obligation under this Bond is limited by the amount of this Bond. Subject to these limits, the SURETY's obligations under this Bond are commensurate with the obligations of the CONTRACTOR under the Construction Contract. The SURETY's obligations shall include but are not limited to:

   a. The responsibilities of the CONTRACTOR under the Construction Contract for completion of the Construction Contract and correction of defective work;

   b. The responsibilities of the CONTRACTOR under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities or other damages;

   c. Additional legal, design professional and delay costs resulting from the CONTRACTOR Default or resulting from the actions or failure to act of the SURETY under Paragraph 4.

7. No right of action shall accrue on this Bond to any person or entity other than OWNER or its heirs, executors, administrators, or successors.

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

9. Any proceeding, legal or equitable, under the Bond shall be instituted in the Superior Court for the State of Alaska, Third Judicial District.

10. Notice to the SURETY, OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the front page.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

   a. Balance of the Contract Sum: The total amount payable by OWNER to the CONTRACTOR pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.

   b. Construction Contract: The agreement between OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

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: _____

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

PRINCIPAL	**SURETY**
_____	_____
Contractor Name	Corporate Surety Name (Seal)
_____	_____
Signature	Signature
_____	_____
Typed Name and Title	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 of 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.

A.28 SCWA PRE-JOB FORM (Only Required on SCWA projects)

A. The Contractor shall complete and submit to the Project Manager prior to the SCWA Pre-Job Conference.

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.

By _____
(Contractor) (Signature of Authorized Representative)

Title: _____

Date _____

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)

ANCHORAGE SCHOOL DISTRICT

APPLICATION FOR PAYMENT

Summary of Original Contract, Change Orders, and Payments

Project Name:
ITB/RFP No.:
Name of Contractor:

Contract #:
Application #:
Application date:
Period to:

Original Contract

Date	No.	Description	Change Orders	Payments	Contract Balance	Comments

ANCHORAGE SCHOOL DISTRICT
APPLICATION FOR PAYMENT
Detail of Schedule of Values and Work Completed

Project Name:
ITB/RFP No.:
Name of Contractor:

Contract #:
Application #:
Application date:
Period to:

A	B	C	D	E	F	G		H
Item	Description of Work	Scheduled Value	WORK COMPLETED		Materials Presently Stored (Not in D or E)	TOTAL Completed and Stored to Date (D+E+F)	% (G ÷ C)	Balance to Finish (C + G)
			From Prior Application (D+E)	This Period				
		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -

ANCHORAGE SCHOOL DISTRICT
APPLICATION FOR PAYMENT
Detail of Schedule of Values and Work Completed

Project Name:
ITB/RFP No.:
Name of Contractor:

Contract #:
Application #:
Application date:
Period to:

A	B	C	D	E	F	G	H
Item	Description of Work	Scheduled Value	WORK COMPLETED		Materials Presently Stored (Not in D or E)	TOTAL Completed and Stored to Date (D+E+F)	% (G ÷ C)	Balance to Finish (C + G)
			From Prior Application (D+E)	This Period				
		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -
						$ -	#DIV/0!	$ -
						$ -	#DIV/0!	$ -
						$ -	#DIV/0!	$ -
						$ -	#DIV/0!	$ -
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						$ -	#DIV/0!	$ -
						$ -	#DIV/0!	$ -
						$ -	#DIV/0!	$ -
						$ -	#DIV/0!	$ -
						$ -	#DIV/0!	$ -
	TOTAL CONTRACT	$ -	$ -	$ -	$ -	$ -		$ -

ASD# 100B (1/15) Continuation
Sch. of Values/
Work Completed

Page 2
of Detail Schedule

ANCHORAGE SCHOOL DISTRICT
APPLICATION FOR PAYMENT
Schedule of Stored Materials

Project Name:
ITB/RFP No.:
Name of Contractor:

Contract #:
Application #:
Application date:
Period to:

INVOICE #	VENDOR	DESCRIPTION	AMOUNT STORED AT END OF THIS PERIOD
		TOTAL STORED MATERIALS	$ -

ASD 100C (1/15) Continuation
Stored Material

Page # 1

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, pursant 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 satisied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtness 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 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

ACORD®

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

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.

SAMPLE

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:
Reviewed By:

Is this Request for Information associated with an Request for Proposal?
Yes ____ No _____

Signed: _____ **Date:** _____ **Request for Proposal #**
Project Manager

PCO #XXX

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

Project:

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

PCCO #XXX

Capital Planning & Construction
1301 Labar St
Anchorage, Alaska 99515
Phone: (907) 348-5264
Fax: (907) 348-5227

Project:

Prime Contract Change Order #XXX:

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

CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Issue	Description	Cost
		TOTAL:	$ 0.00

CHANGE ORDER LINE ITEMS: reason

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

Contractor **DATE**

Senior Director of Purchasing/Warehouse **DATE**

Capital Planning & Construction page 1 of 1

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: INCHES_____
CLASS E	Weather overhead excellent or suitable during shift but work partially stopped due to previous adverse manner.	
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

NOTICE OF WORK

Filing Fee 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 10 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		
Specific site description		
Contract awarding agency		
Address		
City	State	ZIP + 4
Contract awarding agency contact person		Phone #
Location and city where work is to be performed		
Date work to begin (m/d/y)	Do you intend to use subcontractors? ☐ Yes ☐ No	
Final Bid Date	Contract #	

Primary contractor (has contract with the public agency)		
List all contractors & subcontractors (Attach extra sheet if necessary)	Type of work	Amount of subcontract

CERTIFICATION: I hereby certify that the above information is correct. Enclosed is the filing fee computed at 1% of the total amount of all my subcontractors on this project. This amount includes the contract value for the primary contractor. I understand that the maximum fee I am required to pay is $5,000. I further certify that all contractors shall be made aware of the requirements of AS 36.05.010 - .110 and AS 36.10.007 - .990 before working.

Total value of subcontracts	$
+ Value of work performed by primary contractor	$
Amount subject to fee	$
	Multiply by .01
Total fee enclosed =	$
ROUND FEES TO NEAREST DOLLAR	

Signature Date

Title

Fax # Phone #

For Dept. Use Only

Accepted:

By _____
Department of Labor and Workforce Development

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.

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: _____

FIN&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:
Address: _____
_____
Contact: _____
Telephone:
Fax: _____

Submittal No.

____ **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.

Review Stamp

_____
Submitted By

_____
Date

Forwarded for Design Review: _____
Date

_____
ASD Reviewed / Forwarded By

STATE OF ALASKA SEX OFFENDER/CHILD KIDNAPPER REGISTRY CONTRACTOR CERTIFICATION

Pursuant to Board Policy 3515.5, Sex Offenders and Child Kidnappers,. I _____ the undersigned Principal for _____ on Solicitation _____, 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 they 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 certification to the district upon request.

3. To my knowledge, no any 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 Board Policy 3515.5 and certify that the bidder will comply with Board Policy 3515.5. 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.

Contractor Name:_____ Dated:_____

By: _____ _____
Signature Printed Name

Title: _____

STATE OF ALASKA SEX OFFENDER/CHILD KIDNAPPER REGISTRY SUBCONTRACTOR CERTIFICATION

Pursuant to Board Policy 3515.5, Sex Offenders and Child Kidnappers,. I _____ the undersigned Principal for _____ on Solicitation _____, 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 they 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 certification to the district upon 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.

Subcontractor Name:_____ Dated:_____

By: _____ _____
Signature Printed Name

Title: _____

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

Pursuant to Board Policy 3515.5, Sex Offenders and Child Kidnappers,. I _____ the undersigned Principal for _____ on Solicitation _____, 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 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.

Sub-SubContractor Name:_____ Dated:_____

By: _____ _____
Signature Printed Name

Title: _____

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

Program Number	Program Name	Program Status	Address	Occupation Title
AK00090003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***CARPENTER***
AK00039002	ALASKA ACOUSTICAL	Registered	902 Warren Street KETCHIKAN AK 99901	CARPENTER
AK00055002	***Alaska Carpenters Training Trust***	***Registered***	***8751 King Street Anchorage AK 99515***	***CARPENTER***
AK00081688	Collins Construction, Incorporated	Suspended	1151 W. Nugget Avenue Wasilla AK 99654	CARPENTER
AK00125897	Finished Works, LLC	Registered	P.O. Box 521791 Big Lake AK 99652	CARPENTER
AK00178017	H Construction, LLC	Registered	15581 Teeling Circle Palmer AK 99645	CARPENTER
AK00170010	ICE SERVICES, INCORPORATED	Registered	2606 C STREET, SUITE 2B ANCHORAGE AK 99503	CARPENTER
AK00098120	Woodwright Construction, Inc.	Registered	P.O. Box 6235 Ketchikan AK 99901	CARPENTER
AK00039009	YUKON-KUSKOKWIM DELTA APPRENTICESHIP PROGRAM	Registered	P.O. BOX 869 BETHEL AK 99559	CARPENTER
AK00055001	***Alaska Carpenters Training Trust***	***Registered***	***8751 King Street Anchorage AK 99515***	***CARPENTER, INTERIOR SYSTEMS (Alternate Title: Interior Systems Carpenter)***
AK00055003	***Alaska Carpenters Training Trust***	***Registered***	***8751 King Street Anchorage AK 99515***	***CARPENTER, PILEDRIVER***
AK00078001	***Alaska Trowel Trades JATC***	***Registered***	***825 East 8th Avenue, Suite 10 Anchorage AK 99501***	***CEMENT MASON***
2019-AK-73685	Rady Concrete Construction, LLC	Registered	P.O. Box 82061 Fairbanks AK 99708	CEMENT MASON
AK00090003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***CONSTRUCTION CRAFT LABORER***
AK01940006	***Alaska Laborers JATC***	***Registered***	***17805 OLD GLENN HWY CHUGIAK AK 99567***	***CONSTRUCTION CRAFT LABORER***
2017-AK-497	Rock-n-Road Construction, Inc.	Registered	P.O. Box 1388 Petersburg AK 99833	CONSTRUCTION CRAFT LABORER
AK01147691	Wolverine Supply, Inc.	Registered	5099 E. Blue Lupine Drive Wasilla AK 99654	CONSTRUCTION CRAFT LABORER
AK00135904	Yukon River Towing, LLC	Registered	P.O. Box 128 Emmonak AK 99581	CONSTRUCTION CRAFT LABORER
AK00000007	***ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST***	***Registered***	***520 East 34th Avenue, Suite 201 ANCHORAGE AK 99503***	***CONSTRUCTION DRIVER***
2017-AK-497	Rock-n-Road Construction, Inc.	Registered	P.O. Box 1388 Petersburg AK 99833	CONSTRUCTION DRIVER
2017-AK-550	After Hours Truck & Fleet	Registered	988 Deere Street Fairbanks AK 99709	DIESEL MECHANIC
AK00103514	Holland America Princess Alaska - Yukon	Registered	459 Ocean Dock Road Anchorage AK 99501	DIESEL MECHANIC
2017-AK-69477	Peak Oilfield Service Company - Bristol Bay Industrial	Registered	5015 Business Park Blvd., Suite 4000 Anchorage AK 99503	DIESEL MECHANIC
AK00102665	RL Trucking, LLC.	Registered	1221 East 71st Avenue Anchorage AK 99518	DIESEL MECHANIC
2017-AK-469	907 Electric	Registered	11134 June Agnes Circle Eagle River AK 99577	ELECTRICIAN
AK00090003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***ELECTRICIAN***
AK00080586	AC Electric, LLC	Registered	P.O. Box 1761 Seward AK 99664	ELECTRICIAN
AK00145734	Access Electric & General Trades, LLC	Registered	P.O. Box 670856 Chugiak AK 99567	ELECTRICIAN
AK00167701	Agape Electric	Registered	P.O. Box 7601 Nikiski AK 99635	ELECTRICIAN
AK00078001S	***ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST***	***Registered***	***5800 B ST ANCHORAGE AK 99518***	***ELECTRICIAN***
AK00113542	Alaska Native Tribal Health Consortium, Division of Environmental Health & Engineeri	Registered	4500 Diplomacy Drive, Suite 454 Anchorage AK 99508	ELECTRICIAN
AK00102776	Alaska's Wiremen	Registered	39535 Fox Trail Road Soldotna AK 99669	ELECTRICIAN
AK00146920	Ala-Wa, Inc.	Registered	P.O. Box 385 Unalaska AK 99685	ELECTRICIAN
AK00125243	Alpine Electric	Registered	13901 East Moyen Ruelle Court Palmer AK 99645	ELECTRICIAN
AK00080238	Amped Electric, Inc.	Registered	3400 International Street Fairbanks AK 99701	ELECTRICIAN
AK00140003	ANCHOR ELECTRIC	Registered	5362 COMMERCIAL DRIVE JUNEAU AK 99801	ELECTRICIAN
AK00157693	Anderson Brothers Electric, LLC	Registered	16300 Ocean View Drive Juneau AK 99801	ELECTRICIAN
2019-AK-72630	Arctic Fox Electric, LLC	Registered	3351 Eastwind Court Anchorage AK 99516	ELECTRICIAN
AK00106013	AUKE BAY ELECTRIC	Registered	P.O. BOX 210194 AUKE BAY AK 99821	ELECTRICIAN
AK00104025	BEAR ELECTRIC, INCORPORATED	Registered	2008 Perkins Drive FAIRBANKS AK 99709	ELECTRICIAN
2018-AK-71428	Bering Straits Development Company	Registered	P.O. Box 1008 Nome AK 99762	ELECTRICIAN
AK00146915	Bootleg Electric, LLC	Registered	P.O. Box 871301 Wasilla AK 99687	ELECTRICIAN
AK00103401	Brickwell, Incorporated	Registered	11425 Avion Street ANCHORAGE AK 99516	ELECTRICIAN
AK00080231	Buness Electric, LLC	Registered	P.O. Box 66 Wrangell AK 99929	ELECTRICIAN
AK00135727	Cache Maintenance	Registered	1295 Alpha Street North Pole AK 99705	ELECTRICIAN
AK00145732	Capstone Electric, LLC	Registered	22356 Whispering Birch Drive Chugiak AK 99567	ELECTRICIAN
AK00050009	CHANNEL ELECTRIC, INC.	Registered	1155 COPPER RIDGE LANE KETCHIKAN AK 99901	ELECTRICIAN
AK00066008	CITY & BOROUGH OF SITKA, ENVIRONMENTAL DEPT.	Registered	100 LINCOLN STREET SITKA AK 99835	ELECTRICIAN
AK00108011	CNS, Inc.	Registered	1285 Overhill Drive Fairbanks AK 99709	ELECTRICIAN
AK00102862	DRS Electric, LLC	Registered	18207 Stillwater Drive Eagle River AK 99577	ELECTRICIAN
AK00279210	Eberline Building and Supply	Registered	39775 Walker Street North Soldotna AK 99669	ELECTRICIAN
AK00168016	Encore Electric, LLC	Registered	5640 B Street Anchorage AK 99518	ELECTRICIAN
AK00147686	Evans Electric	Registered	P.O. Box 1343 Kotzebue AK 99752	ELECTRICIAN
AK00103517	Facility Contractors, LLC	Registered	P.O. Box 2034 Cordova AK 99574	ELECTRICIAN
AK00158004	Frontier Electrical Services, LLC	Registered	P.O. Box 3030 Valdez AK 99686	ELECTRICIAN
AK00103398	Fuchs Electric, Incorporated	Registered	9400 Vanguard Drive, Suite A Anchorage AK 99507	ELECTRICIAN
AK00138000	G2 Construction, Inc.	Registered	P.O. Box 10630 Fairbanks AK 99701	ELECTRICIAN
AK00114703	Glacier Electric	Registered	P.O. Box 112002 Anchorage AK 99511	ELECTRICIAN
AK00157696	GRS Controls	Registered	P.O. Box 56469 North Pole AK 99705	ELECTRICIAN
2017-AK-748	Hanson Construction, Incorporated	Registered	38050 Nenana Avenue Sterling AK 99672	ELECTRICIAN
AK00091957	Heda Greens Creek Mining Company	Registered	P.O. Box 32199 Juneau AK 99801	ELECTRICIAN
2017-AK-68530	Hometown Connection, Inc.	Registered	P.O. Box 439 Skagway AK 99840	ELECTRICIAN
2019-AK-73036	Huffer Electric, Inc.	Registered	P.O. Box 2229 Soldotna AK 99669	ELECTRICIAN
AK00170010	ICE SERVICES, INCORPORATED	Registered	2606 C STREET, SUITE 2B ANCHORAGE AK 99503	ELECTRICIAN
AK00091697	Icicle Seafoods, Incorporated	Registered	411 N. Nordic Drive Petersburg AK 99833	ELECTRICIAN
AK00060009	INLET ELECTRICAL CONTRACTORS, LLC	Registered	P.O. BOX 202109 ANCHORAGE AK 99520	ELECTRICIAN
AK00058001	Integrated Communication Designs, Inc.	Registered	P.O. Box 111551 Anchorage AK 99511	ELECTRICIAN
AK00125899	Integrity Electric, Inc.	Registered	35955 Ryan Lane Soldotna AK 99669	ELECTRICIAN

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

Program Number	Program Name	Program Status	Address	Occupation Title
AK001108402	Intelligent Design, LLC	Registered	11741 Timberlane Drive Anchorage AK 99515	ELECTRICIAN
AK001070022	JH ELECTRIC, INCORPORATED	Registered	P.O. BOX 3123 SOLDOTNA AK 99669	ELECTRICIAN
AK001060015	Kaktovik Holdings	Registered	2000 E. 88TH AVENUE ANCHORAGE AK 99507	ELECTRICIAN
AK001135729	KO Electric, LLC	Registered	P.O. Box 3556 Homer AK 99603	ELECTRICIAN
AK001125337	Laker Electric, Incorporated	Registered	11901 Industry Way Anchorage AK 99511	ELECTRICIAN
AK001157998	Livewire Electric, LLC	Registered	1534 Toyon Way A Kenai AK 99611	ELECTRICIAN
AK001135718	Maddox Electric	Registered	P.O. Box 2226 Seward AK 99664	ELECTRICIAN
2018-AK-70830	Mainline Electric	Suspended	P.O. Box 212602 Anchorage AK 99521	ELECTRICIAN
2019-AK-73263	Marathon Electric, LLC	Registered	P.O. Box 927 Seward AK 99664	ELECTRICIAN
AK001147461	Mark IV Enterprises	Registered	951 E. Creekside Drive, #9 Wasilla AK 99654	ELECTRICIAN
AK000070010	MAT-SU MECHANICAL, INC.	Registered	1.265 EAST LOLLY CIRCLE WASILLA AK 99654	ELECTRICIAN
2019-AK-73045	Mattingly Electric, LLC	Registered	P.O. Box 783 Petersburg AK 99833	ELECTRICIAN
AK000990007	MIDNIGHT SUN ELECTRIC	Registered	267 West Rockwell Avenue SOLDOTNA AK 99669	ELECTRICIAN
AK001060018	MIRANDA ELECTRIC, INCORPORATED	Registered	P.O. Box 56031 North Pole AK 99705	ELECTRICIAN
AK001145924	Morse Construction	Registered	7362 West Parks Highway, #189 Wasilla AK 99623	ELECTRICIAN
2017-AK-69670	***New Hope Apprenticeship Training***	***Registered***	***2471 West Tagline Drive Wasilla AK 99654***	***ELECTRICIAN***
AK001125637	Nordic Electric, LLC	Registered	805 S. Nordic Drive Petersburg AK 99833	ELECTRICIAN
AK001050016	North Wire, LLC	Registered	1120 E. Huffman Road, Suite 24, Box 695 Anchorage AK 99515	ELECTRICIAN
2017-AK-69477	Peak Oilfield Service Company - Bristol Bay Industrial	Registered	5015 Business Park Blvd., Suite 4000 Anchorage AK 99503	ELECTRICIAN
AK000060013	PITCHER ELECTRIC, INC.	Registered	P.O. BOX 877871 WASILLA AK 99687	ELECTRICIAN
2018-AK-70871	Renewable Energy Systems	Registered	7721 Schoon Street, Suite 1 Anchorage AK 99518	ELECTRICIAN
AK001125710	Power & Light, Incorporated	Registered	1698 Airport Way Fairbanks AK 99701	ELECTRICIAN
AK001040007	RISING SON ELECTRIC SERVICES, LLC	Registered	36784 Eklutna Lake Road Chugiak AK 99567	ELECTRICIAN
AK001113405	Safe-T-Way Electric, Incorporated	Registered	6208 Mackay Street Anchorage AK 99518	ELECTRICIAN
2019-AK-72765	Salmon River Electric	Registered	P.O. Box 118 Gustavus AK 99826	ELECTRICIAN
AK000050009	SITKA ELECTRIC COMPANY	Registered	1314 SAWMILL CREEK ROAD SITKA AK 99835	ELECTRICIAN
AK001108397	Sourdough Specialty Contractors	Registered	145 Shady Lane, #4 Soldotna AK 99669	ELECTRICIAN
AK001157697	Spectrum Services	Registered	35867 Driftwater Street Kenai AK 99611	ELECTRICIAN
2017-AK-69038	Stevens Electric	Registered	9630 Muskeltail Circle Anchorage AK 99507	ELECTRICIAN
2018-AK-70651	Steve's Electrical	Registered	2741 Engineers Cutoff Road Juneau AK 99801	ELECTRICIAN
AK001070008	SUMNER ELECTRICAL ENTERPRISE, LLC	Registered	6801 Hollywood Road Wasilla AK 99654	ELECTRICIAN
AK000168009	TDX Power Services, LLC	Registered	815 East 82nd Avenue, Suite 200 Anchorage AK 99518	ELECTRICIAN
AK001010001	TEC PRO, LTD.	Registered	816 Whitney Road ANCHORAGE AK 99501	ELECTRICIAN
AK000080228	Tesla Electric, LLC.	Registered	1760 Abbott Road Anchorage AK 99507	ELECTRICIAN
AK001103508	The Electrician, LLC	Registered	607 Old Steese Highway, Suite B, PMB 402 Fairbanks AK 99701	ELECTRICIAN
AK001145917	Thomas and Sons Electric	Registered	P.O. Box 955 Craig AK 99921	ELECTRICIAN
AK001113408	Trident Seafoods Corporation	Registered	P.O. Box 220427 Anchorage AK 99522	ELECTRICIAN
AK001147688	Trinity Electric, LLC	Registered	801 E. 82nd Avenue, B-14 Anchorage AK 99518	ELECTRICIAN
AK001080192	Zone Electric	Registered	329 Driveway Street, Suite 2 Fairbanks AK 99701	ELECTRICIAN
AK000990003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***ELECTRONIC SYSTEMS TECHNICIAN***
AK001010001	TEC PRO, LTD.	Registered	816 Whitney Road ANCHORAGE AK 99501	ELECTRONIC SYSTEMS TECHNICIAN
AK000030004	***INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL 19 JAC***	***Registered***	***2264 15th Avenue West SEATTLE WA 98119***	***ELEVATOR CONSTRUCTOR MECHANIC***
AK001060009	GRAND PROSPECT CORPORATION	Suspended	P.O. BOX 520858 BIG LAKE AK 99652	FLOOR LAYER
AK001060009	WESTWARD SEAFOODS, INCORPORATED	Registered	P.O. BOX 920608 DUTCH HARBOR AK 99692	FLOOR LAYER
AK000490001	***International Union of Painters and Allied Trades Local 1959 JATC***	***Registered***	***5821 Arctic Boulevard, Unit B ANCHORAGE AK 99518***	***FLOOR LAYER***
AK001125365	Will Curtis	Registered	1465 Richardson Hwy Valdez AK 99686	FLOOR LAYER
AK001050002	WOODWORTH ELECTRIC	Registered	1200 Queets Circle HOMER AK 99603	FLOOR LAYER
AK000030009	YUKON-KUSKOKWIM DELTA APPRENTICESHIP PROGRAM	Registered	P.O. BOX 869 BETHEL AK 99559	FLOOR LAYER
AK001080192	Zone Electric	Registered	329 Driveway Street, Suite 2 Fairbanks AK 99701	FLOOR LAYER
AK000990003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***GLAZIER***
AK000490002	***International Union of Painters and Allied Trades Local 1959 JATC***	***Registered***	***5821 Arctic Boulevard, Unit B ANCHORAGE AK 99518***	***GLAZIER***
AK001070008	Vannoy Electric	Registered	5007 W. Reliance Rd. Wasilla AK 99623	GLAZIER
AK000050017	WESTERN POWER ENGINEERING	Registered	P.O. BOX 920557 DUTCH HARBOR AK 99692	GLAZIER
AK001060009	WESTWARD SEAFOODS, INCORPORATED	Registered	P.O. BOX 920608 DUTCH HARBOR AK 99692	GLAZIER
AK000990003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***HEATING & AIR-CONDITIONER INSTALL/SERVICER***
AK000500001	***ALASKA SC/SE SHEET METAL WORKERS JATC***	***Registered***	***1307 E. 75TH AVENUE, #4 ANCHORAGE AK 99518***	***HEATING & AIR-CONDITIONER INSTALL/SERVICER***
AK000490002	***ANCHORAGE ALASKA AREA PIPE TRADES LOCAL #367 JATC***	***Registered***	***617 WEST POTTER DRIVE ANCHORAGE AK 99518***	***HEATING & AIR-CONDITIONER INSTALL/SERVICER***
AK000730004	***ALASKA OPERATING ENGINEERS/EMPLOYERS TRAINING TRUST***	***Registered***	***P.O. BOX 0980 PALMER AK 99645***	***HEAVY DUTY MECHANIC (Alternate Title: Heavy Construction Equipment Mechanic)***
AK001910012	TECK ALASKA, INC.	Registered	3305 LAKESHORE DR., BUILDING A, STE 301 ANCHORAGE AK 99	HEAVY EQUIPMENT MECHANIC
AK000990003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***INSULATION WORKER***
AK000710003	***AK HEAT & FROST INSULATORS & ALLIED WORKERS JATC***	***Registered***	***P.O. Box 230212 Anchorage AK 99520***	***INSULATION WORKER***
AK000010003	Alaska Industrial Insulation & Fireproofing, Incor	Registered	2505 Barrow Street ANCHORAGE AK 99503	INSULATION WORKER
AK000550001	***Alaska Carpenters Training Trust***	***Registered***	***8751 King Street Anchorage AK 99515***	***LATHER (Alternate Title: Lathing Specialist)***
AK000990003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***LINE ERECTOR (POWER-LINE DISTRIBUTION ERECTOR)***

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

Program Number	Program Name	Program Status	Address	Occupation Title
AK000780015	***ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST***	***Registered***	***5800 B ST ANCHORAGE AK 99518***	***LINE MAINTAINER (Alternate Title: Line Worker)***
AK000730004	***ALASKA OPERATING ENGINEERS/EMPLOYERS TRAINING TRUST***	***Registered***	***P.O. BOX 0980 PALMER AK 99645***	***LINE MAINTAINER (Alternate Title: Line Worker)***
AK000080380	Alaska Power & Telephone	Registered	P.O Box 34395 Juneau AK 99803	LINE MAINTAINER (Alternate Title: Line Worker)
AK000040002	Alaska Village Electric Cooperative, Inc.	Registered	4831 Eagle Street Anchorage AK 99503	LINE MAINTAINER (Alternate Title: Line Worker)
AK000870008	CITY & BOROUGH OF SITKA - ELECTRICAL DEPARTMENT	Registered	105 JARVIS STREET SITKA AK 99835	LINE MAINTAINER (Alternate Title: Line Worker)
AK000135905	City of Unalaska	Registered	P.O. Box 610 Unalaska AK 99685	LINE MAINTAINER (Alternate Title: Line Worker)
AK000060005	CITY OF WRANGELL-WRANGELL MUNICIPAL LIGHT & POWER	Registered	1064 Case Avenue WRANGELL AK 99929	LINE MAINTAINER (Alternate Title: Line Worker)
AK000070010	ICE SERVICES, INCORPORATED	Registered	2606 C STREET, SUITE 2B ANCHORAGE AK 99503	LINE MAINTAINER (Alternate Title: Line Worker)
AK000080978	North Slope Borough Power & Light	Registered	P.O. Box 350 Barrow AK 99723	LINE MAINTAINER (Alternate Title: Line Worker)
AK001147462	Nushagak Electric & Telephone Cooperative, Inc.	Registered	P.O. Box 350 Dillingham AK 99576	LINE MAINTAINER (Alternate Title: Line Worker)
AK000730004	***ALASKA OPERATING ENGINEERS/EMPLOYERS TRAINING TRUST***	***Registered***	***P.O. BOX 0980 PALMER AK 99645***	***LUBRICATION SERVICER MATERIAL DISPOSAL TECHNICIAN***
AK000780015	***ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST***	***Registered***	***5800 B ST ANCHORAGE AK 99518***	***MAINTENANCE MECHANIC, TELEPHONE***
AK000000006	***ALASKA WORKS PARTNERSHIP, INC.***	***Registered***	***1413 HYDER ST ANCHORAGE AK 99501***	***MAINTENANCE REPAIRER, BUILDING***
AK000125893	Goose Creek Correctional Center	Registered	P.O. Box 877790 Wasilla AK 99687	MAINTENANCE REPAIRER, BUILDING
AK000125989	Hiland Mountain Correctional Center	Registered	9101 Hesterberg Road Eagle River AK 99577	MAINTENANCE REPAIRER, BUILDING
AK000900006	SPRING CREEK CORRECTIONAL CENTER	Registered	P.O. BOX 2109 SEWARD AK 99664	MAINTENANCE REPAIRER, BUILDING
AK000900010	Wildwood Correctional Center	Registered	BLDG 10, CHUGACH AVENUE KENAI AK 99611	MAINTENANCE REPAIRER, BUILDING
AK001910012	TECK ALASKA, INC.	Registered	3105 LAKESHORE DR., BUILDING A, STE 101 ANCHORAGE AK 99	MECHANIC, INDUSTRIAL TRUCK
AK000550001	***Alaska Carpenters Training Trust***	***Registered***	***8751 King Street Anchorage AK 99515***	***MILLWRIGHT***
AK001910012	TECK ALASKA, INC.	Registered	3105 LAKESHORE DR., BUILDING A, STE 101 ANCHORAGE AK 99	MILLWRIGHT
AK000930003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***OPERATING ENGINEER***
AK000730004	***ALASKA OPERATING ENGINEERS/EMPLOYERS TRAINING TRUST***	***Registered***	***P.O. BOX 0980 PALMER AK 99645***	***OPERATING ENGINEER***
AK001147891	Wolverine Supply, Inc.	Registered	5099 E. Blue Lupine Drive Wasilla AK 99654	OPERATING ENGINEER
AK000930003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***PAINTER (Construction)***
AK000490001	***International Union of Painters and Allied Trades Local 1959 JATC***	***Registered***	***5821 Arctic Boulevard, Unit B ANCHORAGE AK 99518***	***PAINTER (Construction)***
AK000930003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***PIPE FITTER (Construction)***
AK000490002	***ANCHORAGE ALASKA AREA PIPE TRADES LOCAL #367 JATC***	***Registered***	***617 WEST POTTER DRIVE ANCHORAGE AK 99518***	***PIPE FITTER (Construction)***
AK001510002	***Fairbanks Area Plumbers & Pipefitters JATC***	***Registered***	***1978 BURGESS AVENUE FAIRBANKS AK 99709***	***PIPE FITTER (Construction)***
AK000660001	***JUNEAU PLUMBERS JATC***	***Registered***	***1751 ANKA STREET JUNEAU AK 99801***	***PIPE FITTER (Construction)***
AK000780017	***Alaska Trowel Trades JATC***	***Registered***	***825 East 8th Avenue, Suite 10 Anchorage AK 99501***	***PLASTERER***
AK001092770	907 Heating and Plumbing	Registered	P.O. Box 220032 Anchorage AK 99522	PLUMBER
AK000930003	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***PLUMBER***
AK001125346	Ace Heating, Inc.	Registered	2780 N. Heatherway Circle Wasilla AK 99654	PLUMBER
AK001109307	Al Fish Plumbing, LLC	Registered	11805 Gregory Road Anchorage AK 99516	PLUMBER
AK001125886	Alaska Clearwater Mechanical, LLC	Registered	P.O. Box 709 Willow AK 99688	PLUMBER
AK001113542	Alaska Native Tribal Health Consortium, Division of Environmental Health & Engineerir	Registered	4500 Diplomacy Drive, Suite 454 Anchorage AK 99508	PLUMBER
AK001050011	ALASKA PLUMBING & HEATING	Registered	P.O. Box 210240 Auke Bay AK 99821	PLUMBER
AK001108393	All American Plumbing & Heating	Registered	9509 Antler Way Juneau AK 99801	PLUMBER
AK001135908	All-Star Plumbing & Heating, LLC	Registered	11320 Bearpaw Street Anchorage AK 99516	PLUMBER
AK001070007	ALWAYS ON CALL MOUNTAIN MECHANICAL CORPORATION	Registered	8427 MENTRA STREET ANCHORAGE AK 99518	PLUMBER
AK001157999	Ameresco, Inc.	Registered	6643 Brayton Drive Anchorage AK 99507	PLUMBER
AK000490002	***ANCHORAGE ALASKA AREA PIPE TRADES LOCAL #367 JATC***	***Registered***	***617 WEST POTTER DRIVE ANCHORAGE AK 99518***	***PLUMBER***
AK000070016	ANCHORAGE PLUMBING & HEATING, INC.	Registered	7640 King Street ANCHORAGE AK 99518	PLUMBER
AK001050015	APEX PLUMBING & HEATING SERVICES, LLC	Registered	19087 E. Jessica Ann Street Sutton AK 99674	PLUMBER
AK000081112	Arctic Chain Plumbing & Heating, Inc.	Registered	1200 East 76th Avenue, Unit 1220 Anchorage AK 99518	PLUMBER
2017-AK-68554	Arctic Plumbing & Heating, LLC	Registered	2125 Richardson Highway, Suite #2 North Pole AK 99705	PLUMBER
2019-AK-72300	Beckley Mechanical Company	Registered	2125 Richardson Highway North Pole AK 99705	PLUMBER
AK000146922	Blades Mechanical	Registered	148 Hillcrest Avenue, #2 Soldotna AK 99669	PLUMBER
AK000146921	Boilerman Plumbing & Heating, Inc.	Registered	6800 Lonesome Drive Palmer AK 99645	PLUMBER
AK001040013	BOWMAN MECHANICAL CONTRACTORS, INC	Registered	11701 Toy Drive ANCHORAGE AK 99515	PLUMBER
AK001125712	Central Mechanical, Incorporated	Registered	311 N. Sitka Street Anchorage AK 99501	PLUMBER
AK000092207	Circle Plumbing and Heating, Inc.	Registered	2317 Raspberry Road Anchorage AK 99502	PLUMBER
AK001135717	D.H. Plumbing & Heating, Incorporated	Suspended	7741 King Street Anchorage AK 99518	PLUMBER
AK002167700	Daleco Plumbing	Registered	6452S PITZMAN AVE Homer AK 99603	PLUMBER
AK001147690	Dawson Construction, Incorporated	Registered	4220 Cambria Drive west Ketchikan AK 99901	PLUMBER
AK001870004	DENALI MECHANICAL, INC.	Registered	995 RILEY COURT FAIRBANKS AK 99701	PLUMBER
AK001167702	Discount Mechanical, LLC	Registered	P.O. Box 233594 Anchorage AK 99523	PLUMBER
AK001080585	Eayrs Plumbing & Heating, LLC	Registered	1208 Lakeshore Drive Homer AK 99603	PLUMBER
AK001040029	ENCORE MECHANICAL, INC.	Registered	P.O. BOX 1788 PALMER AK 99645	PLUMBER
AK001135726	Extreme Heating & Air, Incorporated	Registered	16805 Farm Avenue Eagle River AK 99577	PLUMBER
AK001510002	***Fairbanks Area Plumbers & Pipefitters JATC***	***Registered***	***1978 BURGESS AVENUE FAIRBANKS AK 99709***	***PLUMBER***
AK000146926	Fedor's Plumbing & Heating, LLC	Registered	5902 Cordova Street Anchorage AK 99518	PLUMBER
AK000125892	Funk Services	Registered	P.O. Box 672188 Chugiak AK 99567	PLUMBER
AK000125949	Glacier Point Services	Registered	P.O. Box 61237 Fairbanks AK 99706	PLUMBER
AK001135912	H and M Plumbing & Heating, Inc.	Registered	P.O. Box 222225 Anchorage AK 99522	PLUMBER
AK000040027	HARDROK PLUMBING AND HEATING, LLC	Registered	4740 E. FATTIC DRIVE WASILLA AK 99654	PLUMBER
AK001050004	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
AK00158005	Hunter Mechanical International Corporation	Registered	337 East 4th Avenue, Suite 1 Anchorage AK 99501	PLUMBER
AK00170010	ICE SERVICES, INCORPORATED	Registered	2606 C STREET, SUITE 2B ANCHORAGE AK 99503	PLUMBER
AK00108010	Icy Strait Plumbing and Heating	Registered	8282a Garnet Street Juneau AK 99801	PLUMBER
AK00108402	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 Talkeetna AK 99676	PLUMBER
AK00108636	JGH Plumbing & Heating, Incorporated	Registered	P.O. Box 3385 Palmer AK 99645	PLUMBER
2018-AK-69772	John White's Plumbing & Heating	Registered	5327 Kenai Spur Highway Kenai AK 99611	PLUMBER
AK00092650	John's Heating Service, Inc.	Registered	1311 Mill Bay Road Kodiak AK 99615	PLUMBER
AK00066005	JOURNEYMAN PLUMBING & HEATING, INC.	Registered	51315 SEA QUEST DRIVE KENAI AK 99611	PLUMBER
AK00066000I	***JUNEAU PLUMBERS JATC***	***Registered***	***1751 ANKA STREET JUNEAU AK 99801***	***PLUMBER***
2017-AK-69607	Kasilof Plumbing & Heating	Registered	26547 S. Cohoe Loop Kasilof AK 99610	PLUMBER
AK00157698	Kiwi Mechanical	Registered	Box 2132 Cordova AK 99574	PLUMBER
AK00105001 2	KNIK PLUMBING & HEATING	Registered	4915 W. 84TH AVENUE ANCHORAGE AK 99502	PLUMBER
AK00066017	LARRY'S PLUMBING & HEATING	Registered	P.O. BOX 4148 KODIAK AK 99615	PLUMBER
AK00147687	Larry's Quality Heating & Plumbing, Inc.	Registered	2531 Barrett Avenue Juneau AK 99801	PLUMBER
AK00098234	Lewis Mechanical, Inc.	Registered	13240 View Heights Way Anchorage AK 99516	PLUMBER
AK00059011	M&J PLUMBING & HEATING, INC.	Registered	34360 Business Park Frontage Road SOLDOTNA AK 99669	PLUMBER
AK00070010	MAT-SU MECHANICAL, INC.	Registered	1265 EAST LOLLY CIRCLE WASILLA AK 99654	PLUMBER
2017-AK-68589	Monkey Wrench Mechanical	Registered	P.O. Box 73441 Fairbanks AK 99707	PLUMBER
AK00113541	Moore Heating & Air Conditioning	Registered	1801 East Dowling Road Anchorage AK 99507	PLUMBER
AK00114890	Mr. Rooter Plumbing of Fairbanks	Registered	875 Old Richardson Highway FAIRBANKS AK 99701	PLUMBER
AK00091696	North Country Stoves, Incorporated	Registered	2207 E. Tudor Road, #40 Anchorage AK 99507	PLUMBER
AK00146928	Pacific Rim Mechanical, LLC	Suspended	P.O. Box 669 Haines AK 99827	PLUMBER
AK00070004	PARAGON PLUMBING & HEATING, INCORPORATED	Registered	3400 MACARTHUR STREET FAIRBANKS AK 99701	PLUMBER
AK00000005	PARNHUST MECHANICAL	Registered	P.O. BOX 3806 Palmer AK 99645	PLUMBER
AK00050006	PARTUSCH PLUMBING & HEATING	Registered	8301 SCHOON STREET ANCHORAGE AK 99518	PLUMBER
AK00060010	PLEASANTS PLUMBING & HEATING	Registered	P.O. BOX 33051 JUNEAU AK 99803	PLUMBER
AK00167705	Pollard Construction	Suspended	P.O. Box 32811 Juneau AK 99803	PLUMBER
AK00092200	Portwinde Plumbing and Heating, Inc.	Registered	1500 Alaska Way Fairbanks AK 99709	PLUMBER
AK00100394	Premier Mechanical, LLC	Registered	2011 Millbay Road, #2 Kodiak AK 99615	PLUMBER
AK00167700	Red Hot Mechanical, Incorporated	Registered	11723 Old Glenn Highway, Suite 107 Eagle River AK 99577	PLUMBER
AK00146735	River City Plumbing & Heating	Registered	863 6th Avenue Fairbanks AK 99701	PLUMBER
AK00177707	Rock Solid Plumbing & Heating	Registered	P.O. Box 874416 Wasilla AK 99687	PLUMBER
2017-AK-652	S.E. Plumbing, Incorporated	Registered	86 Garland Court Ketchikan AK 99901	PLUMBER
AK00168008	Scottie's Plumbing	Registered	P.O. Box 73789 Fairbanks AK 99707	PLUMBER
AK00080237	Scott's Heating & Plumbing Services, Inc.	Registered	P.O. Box 3132 Kodiak AK 99615	PLUMBER
AK01040017	STATEWIDE MECHANICAL, LLC	Registered	22750 MCMANUS DRIVE CHUGIAK AK 99567	PLUMBER
AK00081122	Sundance Construction Company, Inc.	Registered	P.O. Box 561 Kasilof AK 99610	PLUMBER
AK00092651	Superior Mechanical, Inc.	Registered	P.O. Box 82409 Fairbanks AK 99708	PLUMBER
2018-AK-71943	Tauman Mechanical Plumbing & Heating, LLC	Registered	730 W. 38th Avenue Anchorage AK 99515	PLUMBER
AK00070021	VALLEY MECHANICAL CONTRACTING, INCORPORATED	Registered	6673 E TOI-AI DRIVE WASILLA AK 99654	PLUMBER
AK00125707	Waterworks Plumbing & Heating	Registered	P.O. Box 1974 Soldotna AK 99669	PLUMBER
2019-AK-73100	Wolf Pack Mechanical, LLC	Registered	P.O. Box 521118 Big Lake AK 99652	PLUMBER
AK00030009	YUKON-KUSKOKWIM DELTA APPRENTICESHIP PROGRAM	Registered	P.O. BOX 869 BETHEL AK 99559	PLUMBER
AK00092654	Ketchikan Indian Community	Registered	615 Stedman Street Ketchikan AK 99901	RESIDENTIAL CARPENTER
AK00113537	Nicholas Construction, LLC	Registered	P.O. Box 599 Ward Cove AK 99901	RESIDENTIAL CARPENTER
AK00135904	Yukon River Towing, LLC	Registered	P.O. Box 128 Emmonak AK 99581	RESIDENTIAL CARPENTER
AK00056004	A & K ELECTRIC	Registered	1545 CROSSON AVENUE FAIRBANKS AK 99701	RESIDENTIAL WIREMAN
AK00078001S	***ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST***	***Registered***	***5800 B ST ANCHORAGE AK 99518***	***RESIDENTIAL WIREMAN***
2017-AK-472	Big M Electric, LLC	Registered	P.O. Box 84044 Fairbanks AK 99708	RESIDENTIAL WIREMAN
AK00145927	Bristol Bay Housing Authority	Registered	P.O. Box 50 Dillingham AK 99576	RESIDENTIAL WIREMAN
AK00103513	Dependable Services	Registered	P.O. Box 4357 Palmer AK 99645	RESIDENTIAL WIREMAN
AK00135907	Elegant Homes	Registered	P.O. Box 875769 Wasilla AK 99687	RESIDENTIAL WIREMAN
AK00103511	Fonov Construction and Electric, LLC	Registered	2155 North Biltmore Court Wasilla AK 99654	RESIDENTIAL WIREMAN
AK00145733	Gardner Electric Company, LLC	Registered	4383 Aspen Avenue Juneau AK 99801	RESIDENTIAL WIREMAN
AK00040014	INTERIOR REGIONAL HOUSING AUTHORITY	Registered	828 27TH AVENUE FAIRBANKS AK 99701	RESIDENTIAL WIREMAN
AK00147692	Marty Wise Electrical	Registered	1634 Sterling Highway Homer AK 99603	RESIDENTIAL WIREMAN
2017-AK-69670	*New Hope Apprenticeship Training*	*Registered*	*2471 West Tropline Drive Wasilla AK 99654*	*RESIDENTIAL WIREMAN*
AK00160007	Pacific North Construction	Registered	P.O. Box 872963 Wasilla AK 99687	RESIDENTIAL WIREMAN
AK00066013	PITCHER ELECTRIC, INC.	Registered	P.O. BOX 877871 WASILLA AK 99687	RESIDENTIAL WIREMAN
AK00140007	RISING SON ELECTRIC SERVICES, LLC	Registered	36784 Eklutna Lake Road Chugiak AK 99567	RESIDENTIAL WIREMAN
AK00103400	Solid Ground Electric	Registered	13811 Savage Drive Eagle River AK 99577	RESIDENTIAL WIREMAN
AK00055000I	***Alaska Carpenters Training Trust***	***Registered***	***8751 King Street Anchorage AK 99515***	***SCAFFOLD ERECTOR***
AK00059000S	***ABC of Alaska, Inc.***	***Registered***	***301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518***	***SHEET METAL WORKER***
AK00050000I	***ALASKA SQ'SE SHEET METAL WORKERS JATC***	***Registered***	***1307 E. 75TH AVENUE, #4 ANCHORAGE AK 99518***	***SHEET METAL WORKER***
AK00187000A	DENALI MECHANICAL, INC.	Registered	995 RILEY COURT FAIRBANKS AK 99701	SHEET METAL WORKER
AK00153000I	***FAIRBANKS AREA SHEET METAL WORKERS JATC***	***Registered***	***1260 AURORA DRIVE FAIRBANKS AK 99709***	***SHEET METAL WORKER***
AK00180587	Valley Mechanical Contractors, Inc.	Registered	6673 E. Tee-Al 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
AK0009910003	ABC of Alaska, Inc.	Registered	301 Arctic Slope Avenue, Suite 100 ANCHORAGE AK 99518	SPRINKLER FITTER (Existing Title: Pipe Fitter)
AK0009490002	ANCHORAGE ALASKA AREA PIPE TRADES LOCAL #367 JATC	Registered	617 WEST POTTER DRIVE ANCHORAGE AK 99518	SPRINKLER FITTER (Existing Title: Pipe Fitter)
AK0015110002	Fairbanks Area Plumbers & Pipefitters JATC	Registered	1978 BURGESS AVENUE FAIRBANKS AK 99709	SPRINKLER FITTER (Existing Title: Pipe Fitter)
AK0007180016	ALASKA IRONWORKERS JATC	Registered	8141 SCHOON STREET ANCHORAGE AK 99518	STRUCTURAL STEEL WORKER (Alternate Titles: Ironworker or Structural Ironworker)
AK0000000007	ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST	Registered	520 East 34th Avenue, Suite 201 ANCHORAGE AK 99503	SURVEYOR ASSISTANT INSTRUMENT
AK0009440001	ALASKA JOINT ELECTRICAL APPRENTICESHIP & TRAINING TRUST	Registered	5800 B STREET ANCHORAGE AK 99518	TREE TRIMMER (Line Clearance)
AK0000000007	ALASKA TEAMSTER-EMPLOYER SERVICE TRAINING TRUST	Registered	520 East 34th Avenue, Suite 201 ANCHORAGE AK 99503	TRUCK DRIVER, HEAVY
2017-NH-638110	River Valley Workforce Institute, Inc.	Registered	335 Mount Support Road Lebanon NH 03766	WELDER, COMBINATION
AK0019100012	TECK ALASKA, INC.	Registered	3105 LAKESHORE DR., BUILDING A, STE 301 ANCHORAGE AK 99	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

ANCHORAGE SCHOOL DISTRICT
APPRENTICESHIP UTILIZATION PROGRAM CALCULATIONS FORM

CONTRACTOR NAME:	CHECK APPROPRIATE BOX	AUDIT PERIOD
CONTRACTOR ADDRESS:	Contractor ☐ Check Box 3 Sub-contractor ☐ Check Box 2	

LIST OF POTENTIAL ELIGIBLE TRADES CATEGORY	NUMBER OF AGGREGATE HOURS WORKED BY ALL WORKERS ON THE PROJECT IN TRADES-CRAFTS CATEGORY	NUMBER OF AGGREGATE APPRENTICE HOURS WORKED BY ALL WORKERS ON THE PROJECT IN TRADES-CRAFTS CATEGORY
CAPENTERS		
CEMENT MASONS		
ELECTRICIANS		
ELEVATOR WORKERS		
INSULATION WORKER		
LABORERS		
MILWRIGHTS		
OPERATING ENGINEERS		
PAINTERS		
PLUMBERS		
SHEET METAL WORKER		
SPRINKLER FITTER		
SURVEYORS		
TRUCK DRIVER		
TOTAL AGGREGATE HOURS		

ELIGIBLE TRADES CATEGORY	ALASKAN FEDERALLY REGISTERED APPRENTICESHIP PROGRAM	APPRENTICE'S NAME	DATE RANGE OF APPRENTICE GOOD STANDING STATUS START DATE	DATE RANGE OF APPRENTICE GOOD STANDING STATUS END DATE	NUMBER OF HOURS WORKED THIS AUDIT PERIOD BY APPRENTICE

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

ANCHORAGE SCHOOL DISTRICT
Pre-Job Conference Form
Student Community
Workforce Agreement

Please fill out the following pages. Be as thorough as possible. Please contact the SCWA Administrator with questions.

Contractor information					
General Contractor Name					
Pre-Job Meeting Date				Time:	
Project Name/Contract#					
Contract Dollar Amount				Intent#	
Office Contact:		Phone:		Email:	
Superintendent:		Phone:		Email:	
Safety Representative		Phone:		Email:	
Scope of Work (Describe the scope of work to be Performed)					
General Contractor Self Performed Work					
Will you be subcontracting to additional sub-contractors? If yes, list sub-contractors and work description:			Yes ☐ No ☐		

Ver. April 4, 2026

Page 1 of 5

ANCHORAGE SCHOOL DISTRICT
Pre-Job Conference Form
Student Community
Workforce Agreement

Sub-Contractor Company Name	
Work Description	
Sub-Contractor Company Name	
Work Description	
Sub-Contractor Company Name	
Work Description	
Sub-Contractor Company Name	
Work Description	
Sub-Contractor Company Name	
Work Description	

Ver. April 4, 2026

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Project Craft Workforce Estimates			
Craft	**Peak**	Average	Apprentices
Asbestos Workers			
Boiler Makers			
Brick/Stone/Marble/Tile Setters/Terrazzo			
Carpenters			
Carpet, Lino & Soft Tile Layers Cement			
Masons			
Drywall Hanger/Metal Stud Framer			
Drywall Finishers			
Electrical Workers			
Elevator Constructors			
Glaziers			
Heat and Frost Insulators			
Iron Workers (Structural/Rebar)			
Iron Workers (Ornamental/Architectural)			
Laborers			
Millwrights			
Operating Engineers			
Painters			
Pile Drivers/Diver			
Plumbers & Pipefitters			
Plasterers/Fire Proofers			
Roofers			
Sheet Metal Workers			
Sign Makers/Painters			
Sprinkler Fitters			
Teamsters			

Initial Trade Assignment

Contractor shall submit this form identifying the Initial Trade Assignments to Building Trades Council at the Pre-Job Conference.

Pre-Job Meeting Date General		Form submittal Date	
Contractor for Project		Project Name	
Contractor Company Name		Contract#	
Submitting Contractor Business Address		Submitting Contractor Phone	
		Submitting Contractor Email	

This is notification of the Trade Assignment(s) under the included scope(s) of work and fulfills contractor responsibility under the Student Community Workforce Agreement (SCWA) to make Initial Trade Assignments prior to the Pre-Job conference. Unions not in agreement with the Final Trade Assignments may avail themselves of the jurisdictional resolution process specified in the SCWA Jurisdictional Disputes section. This provision ~~allows for~~ competing Unions to pursue their claims without disrupting work.

The following is the Initial Trade Assignment for each task.

Sub-Contractor & Scope of Work	Union Assigned to	Challenged by

Ver. May 24, ~~2025~~

Page 4 of 5

Final Trade Assignments Final Trade Assignments will be resolved after the Pre-Job Conference and prior to the start of work	
Sub-Contractor & Scope of work	Union Final Trade Assignment
Contractor Representative Signature:	

Ver. May 24, 2025

Page 5 of 5

END OF SECTION

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-contained materials and the lawful removal of ACM by qualified asbestos abatement contractors or subcontractors in accordance with the Asbestos Hazard Emergency Response Act (AHERA) and the Asbestos School Hazard Abatement Reauthorization Act (ASHARA). As part of this asbestos abatement program, the Owner has employed a private consultant to locate asbestos-containing materials present in the Owner's facilities. A copy of the AHERA report as it relates to the facility which is involved in this Contract can be obtained from the Owner by contacting the Project Manager.

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

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

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

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

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

5.5.1 If the Project Manager withholds a Certificate for Payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, Sub-subcontractor, and Material Supplier and Vendor, the Contractor shall pay that Subcontractor, Sub-subcontractor, Material Supplier and Vendor on demand, made at any time after the Certificate for Payment should otherwise have been issued, for his work to the extent completed, less any retained percentage.

5.5.2 The Contractor shall pay each Subcontractor, Sub-subcontractor, and Material Supplier and Vendor a just share of any insurance monies received by the Contractor, and he shall require each Subcontractor to make similar payments.

END OF ARTICLE 5

ARTICLE 6

WORK BY OWNER OR BY SEPARATE CONTRACTORS

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

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 Upon transfer of such separate contracts to a General Contractor, if the Owner so desires to transfer such contracts, the Contractor shall be obligated to the conditions as outlined by Paragraph 6.3. of these Conditions.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the Work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report in writing to the Owner shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.2.1 In addition to inspection as to defect, the Contractor, if so deemed necessary by the Contractor, shall measure or inventory work already in place or stored and shall at once report, in writing, to the Project Manager any conflicts between the executed Work and the Contract Documents the Contractor has signed his name thereto.

6.2.2.2 Upon notification from the Owner that a part of the Work furnished under this Contract is not in accordance with the Contract Documents, the Contractor shall immediately initiate action to correct the Work.

6.2.2.3 If the Contractor fails to install his Work in a timely manner, the Owner through the Project Manager may authorize other Contractor(s) to perform their Work out of proper sequence. All extra Work necessary to properly interface with the other Contractor(s)' Work will be accomplished by this Contractor at no additional cost to the Owner.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the Contractor.

6.2.4 Should the Contractor wrongfully cause damage to the Work or property of the Owner, or to other Work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other Contractor by agreement; or otherwise to resolve the dispute. If such separate Contractor sues or initiates a proceeding against the Owner, the Project Manager and/or the Architect on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the Owner, the Project Manager, and/or the Architect arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner, the Project Manager and/or the Architect for all attorneys' fees and court or other costs which the Owner, the Project Manager and/or the Architect have incurred.

6.2.6 In the event there is more than one contractor engaged on the Project, each such contractor shall be responsible to the other for damages to work, injury to any person or persons, or for any loss, cost, claims, or damages arising out of or in connection with the Work required by this Contract or any loss, cost, expense, or damage caused by the Contractor's neglect or failure to finish or satisfactorily complete his part of the Work within the time prescribed. In all events, the provisions of Paragraph 4.18 shall be applicable.

6.2.7 Whenever the Contractor receives items from another Contractor or from the Owner for storage, erection or installation, the Contractor receiving such items shall give receipt for items delivered, and thereafter will be held responsible for care, storage and any necessary replacing of item or items received.

6.2.8 The separate contractors shall establish and maintain communication throughout the course of their Work to assure maximum coordination of the Work performed by each. This includes the approvals of the Work of each as required by proper coordination.

6.3 OWNER'S RIGHT TO PERFORM DISPUTED WORK

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15 or for accomplishing coordination or doing required cutting, filling, excavating or patching as required by Paragraph 4.14, the Owner may carry out such Work and charge the cost thereof to the contractors responsible therefor as the Owner shall determine to be just.

6.4 EQUIPMENT OR WORK NOT IN CONTRACT (NIC)

6.4.1 When certain items of equipment and other work are indicated as "NIC" (Not In Contract), or to be furnished and installed under other contracts, any requirements for preparation of openings, provision of backing, etc., for receipt of such "NIC" work, information will be furnished upon written request of the Contractor who shall properly form and otherwise prepare his Work in a satisfactory manner to receive such "NIC" work.

6.5 CUTTING AND PATCHING UNDER SEPARATE CONTRACTS

6.5.1 Each Contractor shall be responsible for any cutting, fitting and patching that may be required to complete his Work except as otherwise provided in the Contract Documents. The Contractor shall not endanger any human life or portion of the Work performing any cutting, excavating or otherwise altering the Work or any part thereof.

END OF ARTICLE 6

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 SUCCESSORS AND ASSIGNS

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

7.3 WRITTEN NOTICE

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

7.4 CLAIMS FOR DAMAGES

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

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

7.5 PERFORMANCE BOND AND PAYMENT BOND

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

contract.

7.5.2 The “Performance Bond” shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance provisions, in a manner that is satisfactory and acceptable to the Owner; that all materials and workmanship supplied by him will be free from original or developed defects; and that should original or developed defects or failures appear within a period of one year from the date of final acceptance of the Work by the Owner, the Contractor shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the Owner to do so. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contractor and for a period of two (2) years after the date of final acceptance of the Work by the Owner.

7.5.3 The “Payment Bond” shall be so conditioned as to inure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and finally accepted by the Owner, and until all claims for materials, labor and subcontracts are paid.

7.5.4 Should any surety or sureties upon said bonds become insufficient or be disqualified from doing business in Alaska, the Contractor shall renew said bond or bonds with good and sufficient sureties, acceptable to the Owner, within ten (10) work days after receiving notice that the surety or sureties are insufficient and/or disqualified. Should any surety or sureties be deemed unsatisfactory at any time by the Owner, notice will be given the Contractor to that effect, and he shall forthwith substitute a new surety or sureties satisfactory to the Owner. No further payment shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the Owner.

7.5.5 In the event of any change order resulting in the performance of additional work in connection with the Work, the amounts of such bonds shall be increased by the cost of such additional work or materials or fixtures to be incorporated into the Project.

7.6 RIGHTS AND REMEDIES

7.6.1 The Contractor’s duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 Except as may be specifically agreed in writing, the failure of the Owner, the Project Manager, or the Architect to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.

7.6.3 The Contractor agrees that he can be adequately compensated by money damages for any breach of this Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner, the Project Manager or the Architect, except for unauthorized failure to make payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled, save only his right to money damages.

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Architect and Project Manager timely notice, but not less than seventy-two (72) hours, of its readiness so the Architect and the Project Manager may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals except as provided in subparagraph 7.7.2. Notification, coordination and execution of all inspections and tests required by the Contract Documents or by the governing building department shall be the sole responsibility of the Contractor. The Owner shall not be responsible for any damage or delay caused by any Party's inability to make required inspections in the time frame desired by the Contractor.

7.7.2 Special Inspection and testing as required in accordance with IBC section 1704 shall be coordinated by the Contractor and the Owner shall bear all costs of Special Inspections or approvals. The Special Inspector, designated by the Owner, shall observe the Work assigned for conformance with the approved design drawings and specifications. The Project Manager may order additional Special Inspections, testing, or approval, as required by the authority having jurisdiction by providing notice to the Contractor. The Contractor shall provide notification and coordination for additional Special Inspections as provided in subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation of the Owner's administrative and legal expenses, and for the Architect's, the Project Manager's, and the Special Inspector's additional services made necessary by such failure.

7.7.3 Inspections and Tests required to establish compliance with the Contract Documents, as provided for in the Contract Documents, will be made by a qualified, independent testing agency approved by the Owner. The cost of the services of such agency will be paid by the Contractor, unless otherwise provided in the Contract Documents. When the initial tests indicate non-compliance with the Contract Documents, any subsequent retesting occasioned by non-compliance shall be performed by the same agency and the costs thereof borne by the Contractor. The Contractor shall provide facilities for such access to the Work in order that the agency may properly perform its functions. Representatives of the testing agency shall have access to the Architect, Project Manager, or Owner at all times.

7.7.4 Inspections or testing performed exclusively for the Contractor's convenience shall be the sole cost and responsibility of the Contractor.

7.7.5 The independent testing agency, employed as specified in the Technical portion of these specifications, shall prepare the test reports, logs, and certificates applicable to the specific inspections and tests and shall deliver, immediately or within forty-eight (48) hours, as applicable, the specified number of copies of same to the designated parties. Other required certificates of inspection, testing or approval shall be secured by the Contractor and delivered by him to the Project Manager and the Architect, in such time as to not delay progress of the Work or final payment therefor.

7.7.6 If the Architect, the Project Manager or the Special Inspector is to observe the inspections, tests or approvals required by the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction or that are required to establish compliance with the Contract Documents, he will do so promptly and, where

practicable, at the normal place of testing.

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

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

7.8 ALTERNATES

7.8.1 Alternates may be either additive or deductive.

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

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

7.9 UNENFORCEABILITY OF ANY PROVISION

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

7.10 NO WAIVER BY OWNER

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

7.11 ASSIGNMENT OF CONTRACT

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

END OF ARTICLE 7

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial and Final Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of execution of the Contract Agreement between the Owner and Contractor shall be subsequent to School Board Approval and the Contractor's satisfactory submittals to the Owner of the Certificate of Insurance, the Performance Bond and the Payment Bond as noted in the Invitation to Bidders. The Owner will issue a Notice to Proceed no later than ten (10) days from execution of the Owner-Contractor Agreement by both Owner and Contractor. The date of commencement of the Work shall be the date established by the Notice to Proceed. The Owner shall not be responsible for any costs incurred by the Contractor prior to the Notice to Proceed.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Project Manager and Architect when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work or designated portion thereof for the use for which it is intended, with all of the Project's parts and systems cleaned and operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for Final Completion.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. All dates shall mean 12:01 a.m. of the indicated day unless otherwise stipulated.

8.1.5 The term "working day" as may be used in the Contract Documents shall mean any day not otherwise defined herein as a non-working day.

8.1.6 The term non-working day as may be used in the Contract Documents shall mean Sunday, a recognized holiday, a day on which the Contractor is specifically required to suspend construction operations or a day on which a suspension order is in effect. Recognized holidays shall be: New Year's Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve (half day), and Christmas Day. When any of the above days fall on a Saturday, the preceding Friday shall be counted as a holiday. When any of the above days fall on a Sunday, the following Monday shall be counted as a holiday.

8.1.7 The term "Beneficial Occupancy" is interchangeable with the term Substantial Completion.

8.2 PROGRESS AND COMPLETION

8.2.1 All times stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion in accordance with the Project Schedule Milestone Dates set forth under Section 00200 hereof.

8.2.3 Attention is directed to the fact that the Work is urgently needed by the Owner and that time is of the essence; for this reason, it shall be agreed that the Contractor shall

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

8.3 DELAYS AND EXTENSIONS OF TIME

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

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

8.3.3 Types of delay shall be defined as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.4 RESPONSIBILITY FOR COMPLETION

8.4.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the progress and completion of the Work in accordance with the accepted and currently updated progress schedule. If Work actually in place falls behind the currently updated and accepted progress schedule and it becomes apparent from the current schedule that the Work will not be completed in accordance with the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner, as required to substantially eliminate the schedule slippage deficiency:

8.4.1.1 Increase manpower in such quantities and crafts as will substantially eliminate in the opinion of the Project Manager the schedule slippage deficiency;

8.4.1.2 Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing sufficiently to substantially eliminate, in the opinion of the Project Manager the schedule slippage deficiency; and,

8.4.1.3 Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

8.4.2 The Project Manager may require the Contractor to submit a recovery schedule in accordance with Section 01311 of the Specifications, demonstrating his program and proposed plan to make up the slippage in scheduled progress and to ensure completion of the Work in accordance with the requirements of the Contract. If the Project Manager finds the proposed plan not acceptable, he may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Project Manager may require the Contractor to take any of the actions set forth in this Paragraph 8.4 without additional cost to the Owner, to make up the slippage in scheduled progress.

8.4.3 Failure of the Contractor to substantially comply with the requirements of this Paragraph 8.4 may be considered grounds for a determination by the Owner, pursuant to Clause 14.1, that the Contractor is failing to prosecute the Work with sufficient diligence to ensure its in accordance with the Project Milestone Dates set forth under Section 00200 hereof.

END OF ARTICLE 8

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

imposed by the Contractor or such other person.

9.4 APPROVAL OF PAY APPLICATION

9.4.1 The Project Manager will, after receipt of the Contractor's Application for Payment, and within the time set forth in Division 1, Section 01311 of the General Requirements entitled "Project Schedule," either approve the Application for its full amount or notify the Contractor in writing of his reasons for withholding approval, in whole or in part, as provided in Subparagraph 9.6.1.

9.4.2 The submission and acceptance of the Contractor's Preliminary and Detailed Progress Schedules and monthly updates thereof as required by Division 1, Section 01311 of the General Requirements entitled "Project Schedule," shall be an integral part and basic element of the application upon which progress payments shall be made. If in the judgment of the Project Manager the Contractor fails or refuses to provide information required to accomplish a complete Project Schedule Update or revision thereto as specified under Division 1, Section 01311 of the General Requirements, the Contractor shall be deemed to have not provided the information necessary to enable the Project Manager and the Architect to properly evaluate the Contractor's progress, and shall not be entitled to progress payments until it has furnished the information necessary for a complete Project Schedule Update or revision thereto as specified herein to the satisfaction of the Project Manager.

9.4.3 The signing of an Application for Payment will constitute a representation by the Project Manager and the Architect, based on their observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in their Certificate); and that the Contractor is entitled to payment in the amount certified. However, by approving an Application for Payment, the Project Manager and the Architect shall not thereby be deemed to represent that either has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that either has reviewed the construction means, methods, techniques, sequences or procedures, or that either has made an examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After an Application for Payment has been approved, the Owner shall make payment within thirty (30) calendar days.

9.5.2 The Contractor shall promptly pay each Subcontractor (including suppliers, laborers, and material-men) performing labor or furnishing material for the Work, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, also require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

9.5.3 The Owner may, on request and at his discretion, furnish to any Subcontractor, Sub-subcontractor, or Material Supplier and Vendor, if practicable information regarding the

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

9.5.4 Neither the Owner, the Project Manager, nor the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use of occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 The Contractor agrees to keep the Work and the site(s) on which Work is to be performed free and clear of all liens and claims of liens on materials furnished pursuant to the Contract Documents. Contractor hereby waives any right it may have in connection with the Work to file any liens, mechanics or otherwise. Notwithstanding anything to the contrary contained in the Contract Documents, if any such lien is filed or there is any reason to believe that any lien may be filed at any time during the progress of the Work or within the duration of this Contract, the Owner may refuse to make any payment otherwise due to Contractor or withhold from any payment due the Contractor a sum sufficient in the opinion of the Owner to pay all obligations and expenses necessary to satisfy such lien or claim and completely indemnify the Owner against any such lien or claim unless and until Contractor shall thereof, if any, has been satisfied, discharged and released of record or that the Contractor has caused such lien to be released or record if and as provided by law pending the resolution of any dispute between Contractor and the person filing such lien; and if such evidence is not furnished by Contractor to the Owner within a period of five (5) days after demand to do so, the Owner may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages and attorney's fees suffered or incurred by the Owner from any sum payable to Contractor under the Contract Documents. Final payment to Contractor may be withheld until the Work and the site(s) on which the Work is to be performed are free and clear of any and all liens for rights thereto arising because of Work performed or materials furnished under the Contract Documents. This Subparagraph 9.5.6 shall be specifically included in all subcontracts and purchase orders entered into by Contractor.

9.5.7 No reference to a claim or claims of lien or to the Owner's right to withhold payments to the Contractor or to discharge the Contractor's debts to Subcontractors, in Subparagraph 9.5.6, or elsewhere in the Contract Documents, shall be interpreted as a waiver of the Owner's right to exemption pursuant to AS 09.38.015(c) or any requirements with regard to the filing of claims of lien as set forth in AS 34.35.

9.6 PAYMENTS WITHHELD

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

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

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

9.6.1.1 Defective work not remedied,

9.6.1.2 Third-party claims filed or reasonable evidence indicating probable filing of such claims,

9.6.1.3 Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,

9.6.1.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,

9.6.1.5 Damage to the Owner or another contractor,

9.6.1.6 Reasonable evidence that the Work will not be completed within the Contract Time,

9.6.1.7 Failure or refusal of the Contractor to carry out the Work in accordance with the Contract Documents, including scheduling, project management, or coordination requirements,

9.6.1.8 Liens filed for any portion of the Work, or

9.6.1.9 Failure or refusal of the Contractor to fully comply with Division 1, Section 01311 of the General Requirements entitled “Schedules and Reports”.

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

commence on the Date of Substantial Completion of the work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Project Manager and the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.8.3 The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the Application for Payment for Substantial Completion, and except for the retainage sums due at final acceptance if any.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect and the Project Manager will promptly make such inspection and, when they find the Work acceptable under the Contract Documents and the Contract fully performed, they will jointly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, as noted in said final Certificate, is due and payable. The final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.8.2 have been fulfilled.

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Project Manager, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Project Manager. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any loss. If any such lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorney's fees. The Owner may withhold from the final payment any sum that the Owner has reason to believe may be needed to satisfy any lien, claim or threat of lien arising from the Work. The Owner may deduct from the final payment an amount equal to any costs, expenses and attorneys' fees incurred by the Owner in removing or discharging any liens arising from the Work.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, or by the issuance of change orders affecting final completion, and the Owner so confirms, the Owner shall, upon application by the Contractor and certification by the Project Manager and the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5, the written consent of the surety to the

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

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

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

9.9.4.2 Faulty or defective Work appearing after Substantial Completion,

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

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

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

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

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

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

9.10 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK

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

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

9.11 RETENTION AND INSPECTION OF RECORDS

9.11.1 Inspection.

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

9.11.2 Retention and Maintenance.

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

9.11.3 Subcontractor Records.

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

9.11.4 Availability.

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

9.11.5 Termination.

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

9.11.6 Claims and Appeals.

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

9.11.7 Subcontracts.

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

9.11.8 Cost or Pricing Data.

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

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

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

END OF ARTICLE 9

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

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.

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 Division1, 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, of 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 of ratification shall be final for all the purposes of this clause;

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

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

14.2.2.8 complete performance of such part of the Work as shall not have been

terminated by the Notice of Termination and may incur obligations as are necessary to do so; and

14.2.2.9 take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

14.2.3 The Contractor may submit to the Owner a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Owner, and may request the Owner to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Owner will accept title to such items and remove them or enter into a storage agreement covering the same; provided that the list submitted shall be subject to verification by the Owner upon removal of all items, or if the items are stored within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

14.2.4 After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

14.2.5 Subject to the provisions of Subparagraph 14.2.4 above, the Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of Work pursuant to this paragraph, which amount or amounts may include a reasonable allowance of profit on Work done; provided that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract Sum attributable to that portion of Work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Subparagraph 14.2.6 below, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Owner to agree upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Subparagraph 14.2.5.

14.2.6 In the event of the failure of the Contractor and the Owner to agree, as provided in Subparagraph 14.2.5 above, upon the whole amount to be paid to the Contractor by reason of the termination of Work pursuant to this paragraph, the Owner shall pay to the Contractor the amounts determined by the Owner as follows, but without duplication of any amounts agreed upon in accordance with Subparagraph 14.2.5:

14.2.6.1 with respect to all Contract Work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

14.2.6.1.1 the cost of such Work;

14.2.6.1.2 the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Subparagraph 14.2.2.5 above exclusive of the amounts paid or

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

END OF ARTICLE 14

SUPPLEMENTARY GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION

REFERENCE:

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

SUPPLEMENTS:

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

ARTICLE 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.

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 LOCATION

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: Provide Entertainment Technician Certification Program design services to replace existing stage lighting and rigging systems, designed to manually and automatically move equipment vertically and horizontally on or around the stage.

B. Construction: Provide professional design services with current Entertainment Technician Certification Program (ETCP), materials, labor, tools, equipment, and supervision for construction of the project. A Certified Rigger shall be either the project manager or site foreman and be responsible for the overall project including the layout, inspection, and onsite user training. Contractor shall maintain valid ETCP certification for the entirety of this project. Lighting and curtains may be re-used and will require coordination with Anchorage School District Auditorium Community Services and Rental Lead. Use of Counterweight Rigging, Hoist Powered Rigging, Wenger multiline synthetic rope, and Dead Hung Rigging, rigging accessories, Motion Control Systems and stage curtain tracks, Wegner counterweights, pullies, motorized arbor sets, JR Clancy arbors, hoist line cable,

all anchors and stage crew access shall all be considered in this proposal for design and construction.

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.

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

PROJECT COORDINATION

PART 1. GENERAL

1.01 GENERAL CONTRACTOR

A. Coordinate work of his own employees and subcontractors and coordinate his work with that of other contractors and Owner.

B. Expedite his work to assure compliance with schedules.

C. Comply with orders and instructions of the Project Manager.

D. Monitor and control the use of site:

1. Supervise field engineering and site layout.
2. Allocate space for each subcontractor's use for field offices, sheds, work and storage areas.
3. Establish access, traffic, parking allocations, and regulations.

1.02 GENERAL AND SUBCONTRACTORS SHALL DILIGENTLY COMPLY WITH THE FOLLOWING:

A. Cooperate in planning and layout of the work well in advance of operations. Inform other contractors of requirements at proper time to prevent delay or revisions.

B. Be informed of the requirements of other contractors and check own work for conflicts with the work of others.

C. Ensure delivery of materials and performance of work on coordinated schedule with other contractors.

D. Be responsible for proper layout of the work, and for all lines and measurements for all of the work executed under the contract documents. Verify the figures shown on the drawings before laying out the work and report any inaccuracies in writing to the Project Manager before commencing work. The Owner, Architect or their representative will in no case assume the responsibility for layout of the work.

E. The mechanical and electrical trades shall be responsible for the layout of the ductwork, piping and conduits based on the reference lines established.

1.03 COORDINATING UTILITIES

A. Cooperate and coordinate work with all utilities to be installed for service to Project. Utilities may include, but are not limited to water, sewer, natural gas, telephone, electrical, and cable television. Contractor shall maintain communication with utilities in order to coordinate time and requirements of utilities' installation.

B. Contractor shall provide all work necessary to comply with requirements of Contract Documents for Utility work that does not meet Contract Document requirements, or for work that is disturbed by utility installation.

1.04 OWNER NOTIFICATION/REIMBURSEMENT

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

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

B. Reimburse the additional cost to the Owner for inspection work on Sundays or recognized holidays. Such reimbursement shall include all additional costs to the Owner.

C. Reimbursement for inspection or observation required of the Project Manager or the Engineer on Sundays or recognized holidays shall be at the rate of One Hundred Fifty dollars ($150.00) per man-hour of work.

D. The contractor shall reimburse the additional cost to the owner, architect and consultants for inspection work beyond a first substantial of first final completion inspections. The contractor is expected to be virtually complete at time of substantial completion inspection with only minor punchlist items remaining. Should punchlist items remain at time of final inspection and should subsequent inspections be required, the contractor shall pay all costs for all.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

CUTTING AND PATCHING

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

A. Cutting and patching is defined to include, but it not necessarily limited to, the cutting and patching of nominally completed work, and is defined to exclude integral cutting and patching during the manufacturing, fabricating, erecting, and installing process for individual units of work.

B. Contractor shall be responsible for all cutting, fitting, and patching required to complete the work or to:

1. Accommodate the coordination of work.
2. Provide for installation of other work.
3. Remove and replace defective work.
4. Remove and replace work not conforming to requirements of Contract Documents.
5. Uncover other work for access or inspection.
6. Obtain samples for testing or similar purposes.
7. Provide routine penetrations of nonstructural surfaces for installation of piping and electrical conduit.

1.02 RELATED REQUIREMENTS

A. Section 00700 Article 4.14.

B. Section 01010 - Summary of Work.

C. Individual Specification Sections:

1. Cutting and patching incidental to work of the Section.
2. Advance notification to other Sections of openings required in work of those Sections.
3. Limitations on cutting structural members.

1.03 SUBMITTALS

A. Ten (10) days prior to beginning any demolition activities, the Contractor shall provide written notification to EPA, in accordance with NESHAP regulations, with copy to Project Manager. Notice shall indicate asbestos containing materials are or are not anticipated to be encountered. If no asbestos is anticipated, a negative declaration is made addressing 40CFR61.146 (a), (b) and (c,1-5).

B. Submit written request in advance of cutting or alteration which affects:

1. Structural integrity of any element of Project.
2. Integrity of weather-exposed or moisture-resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight-exposed elements.
5. Work of Owner or separate contractor.

C. Include in Request:

1. Identification of Project.
2. Location and description of affected work.
3. Necessity for cutting and alteration.

4. Description of proposed work. Designate:

   a. Scope of cutting and patching.
   b. Contractor and trades to execute work.
   c. Products proposed to be used.
   d. Extent of refinishing.

5. Date and time work will be executed.

PART 2. PRODUCTS

2.01 MATERIALS

A. For replacement of work removed, comply with specifications for type of work to be done, unless otherwise noted.

B. Provide materials for cutting and patching which will result in equal to or better than the work being cut and patched in terms of performance characteristics and visual effect where applicable.

PART 3. EXECUTION

3.01 GENERAL

A. Execute cutting, fitting, and patching to complete Work, and to:

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

3.02 INSPECTION

A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

B. Do not cut and patch work which is exposed to view in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the cut and patch work. Remove and replace work judged by Project Manager to be visually unsatisfactory.

C. After uncovering, inspect conditions affecting performance of work.

D. Beginning of cutting or patching means acceptance of existing conditions.

3.03 PREPARATION

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by cutting and patching operations, as directed. Return adjacent areas to condition existing prior to start of work.

B. Provide supports to assure structural integrity of surroundings; devices and methods to protect other portions of Project from damage.

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

3.04 PERFORMANCE

A. Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.

B. Restore work with new products in accordance with requirements of Contract Documents.

C. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Maintain all fire assembly rating wall or area separation construction in accordance with applicable codes.

D. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

END OF SECTION

MECHANICAL AND ELECTRICAL COORDINATOR

PART 1. GENERAL

1.01 DESCRIPTION

A. Mechanical and electrical coordinator.

B. Submittals.

C. Coordination required.

D. Coordination documents.

E. Coordination of submittals.

F. Coordination of substitutions and modifications.

G. Observation of Work.

H. Documentation.

I. Inspection and acceptance of equipment.

J. Equipment start-up.

1.02 RELATED SECTIONS

A. Section 01010 - Summary of Work.

B. Section 01300 - Submittals: Shop drawings, product data, and samples.

C. Section 01650 - Starting of Systems: Starting of systems. Testing, Adjusting, and Balancing of Systems. Systems Demonstration.

D. Section 01700 - Project 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 23, and 26 and with work of other divisions.

B. Coordinate progress schedules, including dates for submittals and for delivery of Products.

C. Participate in progress meetings. Report on progress of Work to be adjusted under coordination requirements, and any required changes in schedules. Transmit minutes of meetings and Reports to concerned parties.

1.06 COORDINATION DOCUMENTS

A. Prepare coordination drawings to organize installation of Products for efficient use of available space, for proper sequence of installation, and to identify potential conflicts.

B. Identify electrical power characteristics and control wiring required for each item of equipment.

C. Maintain documents for the duration of the Work, recording changes due to site instructions, modifications or adjustments.

D. After the Anchorage School District's review of original and revised documents, reproduce and distribute copies to concerned parties.

1.07 COORDINATION OF SUBMITTALS

A. Review Shop Drawings, Product Data, and Samples for compliance with Contract Documents and for coordination with work of the Project Manual. Transmit for review, copy reviewed documents to the Anchorage School District.

B. Check field dimensions and clearances and relationship to available space and anchors.

C. Check compatibility with equipment and Work of other sections, electrical characteristics, and operational control requirements.

D. Check motor voltages and control characteristics.

E. Coordinate controls, interlocks, wiring of pneumatic switches, and relays.

F. Coordinate wiring and control diagrams.

G. Review the effect of any changes on work of other sections.

H. Verify information and coordinate maintenance of record documents.

1.08 COORDINATION OF SUBSTITUTIONS AND MODIFICATIONS

A. Review proposals and requests from Subcontractors.

B. Verify compliance with Contract Documents and for compatibility with Work and Products of other sections. Submit with recommendation for action.

1.09 OBSERVATIONS OF WORK

A. Observe Work for compliance with Contract Documents.

B. Maintain a list of observed deficiencies and defects; promptly submit a written report bi-weekly.

1.10 DOCUMENTATION

A. Observe and maintain a record of tests. Record:

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

1.11 EQUIPMENT START-UP

A. Verify utilities, connections, and controls are complete and equipment is in operable condition as required by Section 01650.

B. Observe start-up and adjustments; record time and date of start-up, and results.

C. Observe equipment demonstrations to Owner; record times and additional information required for operation and maintenance manuals.

1.12 INSPECTION AND ACCEPTANCE OF EQUIPMENT

A. Prior to inspection, verify that equipment is tested, operational, clean, and ready for operation.

B. Assist the Anchorage School District with review. Prepare list of items to be completed and corrected.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

FIELD ENGINEERING

PART 1. GENERAL

1.01 REQUIREMENTS INCLUDED

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

1.02 RELATED REQUIREMENTS

A. Section 00700 Conditions of the Contract for Construction.

B. Section 01010: Summary of Work.

C. Section 01700: Project Close Out.

1.03 QUALIFICATIONS OF SURVEYOR AND ENGINEER

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

1.04 SURVEY REFERENCE POINTS

A. Locate and protect bench marks, monuments, and other control points prior to starting site work, preserve all permanent points during construction.

1. Make no changes or relocations without prior written notice to Project Manager.
2. Report to Project Manager when any reference point is lost, destroyed or required relocation because of necessary changes in grades or locations.
3. Require surveyor to replace project control points which may be lost or destroyed and establish replacements based on original survey control.

1.05 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two permanent bench marks on site, referenced to data established by survey control points.

B. Record locations, with horizontal and vertical data, on Project Record Documents.

C. Establish and identify lines, levels, contours, and datum by instrumentation or similar appropriate means for:

1. Stakes for grading, fill, and topsoil placement.
2. Utility slopes and invert elevations.
3. Batter boards for structures.
4. Building foundation, column locations, and floor levels.
5. Controlling lines and levels required for mechanical and electrical trades.

D. From time to time, verify layouts by same methods.

1.06 RECORDS

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

1.07 SUBMITTALS

A. Submit name and address of Surveyor and Professional Engineer to Project Manager.

B. On request of Project Manager, submit documentations to verify accuracy of field engineering work.

C. Submit certificate signed by Registered Engineer and Surveyor certifying that elevations and locations of improvements are in conformance with Contract Documents in the form of an “As-Built” survey.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

REGULATORY REQUIREMENTS

PART 1. GENERAL

1.01 BUILDING CODES

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

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

1.02 APPLICABLE STANDARDS

A. Where indicated, comply with the requirements and recommendations of the standards and other publications, except to the extent more detailed or more stringent requirements are indicated, including those of applicable codes and governing regulations.

B. Where two or more standards or recommendations of trade associations apply to the same quality control requirement for the work, comply with the most stringent. Refer uncertain instances to the Project Manager for a decision.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

ABBREVIATIONS AND DEFINITIONS

PART 1. GENERAL

1.01 ABBREVIATIONS

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

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

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

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

1.02 SPECIFICATION EXPLANATION

A. The specifications are divided into divisions and sections for the convenience of writing and using. The titles of these are not intended to imply a particular meaning nor to fully describe the work of each division or section, nor to define the limits of any subcontract.

B. These specifications are of the abbreviated, or "streamlined" type, and may include incomplete sentences.

C. Omissions of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as noted on the drawings", "according to the plans", "a", "an", "the", and "all" are intentional.

D. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings.

1.03 DEFINITIONS

A. Certain terms used generally throughout the specifications (and drawings) are hereby defined as follows:

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

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

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

1.04 DRAWINGS, DIMENSIONS AND MEASUREMENTS

A. Where on any of the drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other portions of the work.

B. Wherever a detail is referenced and developed for a specific condition, same or similar detail shall apply to identical or similar conditions elsewhere on project even though not specifically referenced.

C. Where the word “similar” occurs on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

D. The figured dimensions on the drawings or notes indicating dimensions shall be used instead of measurements of the drawings by scale, and shall be strictly complied with.

E. No scale measurements shall be used as a dimension to work with except on “full size” drawings not dimensioned.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

REFERENCED SPECIFICATIONS AND STANDARDS

PART 1. GENERAL

1.01 QUALITY ASSURANCE

A. For products or workmanship specified by Referenced Specification or Standard, comply with requirements of the specification or standard, except when more rigid requirements are specified or are required by governing codes.

B. Except where a specific date is specified, the date of the referenced specification standard is that in effect as of the bid date.

C. Obtain a copy of all Referenced Specifications and Standards, and maintain at Jobsite during the specific work until Substantial Completion of the Project.

1.02 SCHEDULE OF REGULATORY AGENCY REFERENCES

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

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 of the Contract for Construction.

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 Option

G. Section 01700 - Project Close Out

H. Section 01710 - Cleaning

I. Section 01720 - Project Record Documents

J. Section 01730 - Operation and Maintenance Data

K. Section 01750 - Closeout Forms

1.03 PROCEDURES

A. Deliver submittal documents to the Project Manager using the ASD Procore Construction Management Program. Number each submittal with the section number, dash, numerical order of the submittal, example 03300-1. Add an alpha to each resubmittal, example, 03300-1A. Deliver samples to the Project Manager or Architect as directed to the address listed on the cover of the project manual.

B. Transmit each item with company submittal. Identify Project, Contractor, subcontractor, major supplier; identify pertinent Drawing sheet and detail number and specification section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Architect/Engineer review stamps.

C. Submit initial progress schedules and schedule of values in duplicate prior to issuance of Notice to Proceed. After review by the Architect/Engineer, revise and resubmit as required. Submit revised schedules with each application for payment, reflecting changes since previous submittal.

D. Comply with progress schedule for submittals related to work progress. Coordinate submittal of related items.

E. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions. Review with subconsultants/suppliers any inability to meet requirements of project. Find solutions with subconsultants/suppliers making conformance with documents possible. Review solutions with owner and architect for acceptance prior to proceeding with work.

1.04 CONSTRUCTION PROGRESS SCHEDULES

A. Submit Project Schedule as called for in Section 01311, Project Schedule.

1.05 SCHEDULE OF VALUES

A. Submit Schedule of Values as called for in Section 01370, Schedule of Values.

1.06 SHOP DRAWINGS, PRODUCT DATA & SAMPLES

A. Submit in the form as called for in Section 01340.

1.07 MANUFACTURERS' INSTRUCTIONS

A. When required in individual specification section, submit manufacturers printed instructions for delivery, storage, assembly, installation adjusting and finishing, in quantities specified for product data.

1.08 FIELD SAMPLES

A. Provide field samples of finishes at project site as required by individual specification sections. Install sample complete and finishes. Acceptable samples in place may be retained in completed work.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

PROJECT SCHEDULE

PART 1. GENERAL

1.01 GENERAL REQUIREMENTS

A. The work under this Section consists of Project Schedule ("Schedule") requirements including the preparation of a Schedule and Schedule Revisions. The Schedule shall be developed by the Contractor and shall be in accordance with the requirements of this Section 01311. No direct payment will be made to the Contractor for performing and complying with the requirements of this Section 01311.

B. The Schedule will be prepared by the Contractor for this Project and made available to the Owner. It is intended that the Schedule will reflect the Contractor's actual construction plan. The existence of schedules, networks, vector charts or any other charts or services, shall in no way relieve the Contractor of the responsibility of the Contract Document including, but not limited to the responsibility of completing the Work within the contract time and the responsibility of planning, scheduling and coordinating the Work.

C. The Schedule shall be in the form of a bar chart or other format approved by the project manager.

1.02 REFERENCES

A. Associated General Contractors of America, "Construction Planning & Scheduling," Copyright January 1994 (AGC's Manual), also referred to as AGC Publication No. 1107.1. The general principles stated in the AGC's Manual shall be used in preparing and updating the Project Schedule, except that the requirements of this Section shall govern.

B. Related Requirements:

1. Section 00200 - Project Schedule Milestones Dates
2. Section 00700 and 00800 - General Conditions and Supplementary General Conditions of the Contract for Construction
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 fill-size sheet submittals. Use of 8 ½ " x 11" format subject to readability and approval of architect.

1.05 PRODUCT DATA

A. Manufacturer's standard schematic drawings:

1. Modify drawings to delete information which is not applicable to project.
2. Supplement standard information to provide additional information applicable to project.

B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.

1. Clearly mark each copy and identify pertinent materials, products or models.
2. Show dimensions and clearances required.
3. Show performance characteristics and capacities.
4. Show wiring diagrams and controls.
5. Catalog cuts and descriptive data sheets shall include a complete listing of repair and replacement parts for all equipment and the name and address of a source of supply for parts and service.

1.06 SAMPLES

A. Physical examples to illustrate materials, equipment or workmanship and to establish standards by which completed work is judged.

B. Office Samples: Of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of product or material, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.

C. Field Samples and Mock-Ups:

1. Erect at project site at location acceptable to Project Manager.
2. Construct each sample or mock-up complete, including work of all trades required in finished work.
3. After review, samples may be used in construction of Project.

1.07 SUBMITTAL REQUIREMENTS

A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for review, for securing necessary approvals, for possible revision and resubmittals and for placing orders and securing delivery. Submission of all shop drawings shall be through the General Contractor.

B. The contractor shall allow at least 14 days for review of original submittals or resubmittals except as follows:

1. Structural steel shop drawings shall be broken down into separate submittal packages for most efficient review and delivered at least two weeks apart.
2. Division 23

a. Plumbing shop drawings - 21 days
b. Heating shop drawings - 21 days
c. Ventilation shop drawings - 28 days
d. Coordination shop drawings - 21 days

3. Division 26
    a. Special Systems shop drawings - 21 days

C. Submit one (1) reproducible unfolded transparency print of shop drawing. Upon Architects approval, Contractor shall provide five (5) opaque prints for owners use. Transparency will be returned to Contractor for printing and distribution as needed. Additional copies will be returned without review or mark-ups.

D. Submit four (4) each of samples.

E. Unless otherwise specifically permitted by the Project Manager, make all submittals in groups containing all associated items. Partial submittals may be rejected.

F. Accompany submittals with transmittal letter, in duplicate, containing:

1. Date
2. Project Title and number
3. Contractor's name and address
4. The number of each shop drawing, product data and sample submitted

G. Submittals shall include:

1. Date and revision dates
2. Project title and number
3. The name of:
    a. Architect
    b. Contractor
    c. Subcontractor
    d. Supplier
    e. Manufacturer
    f. Separate detailer when pertinent
4. Identification of product or material
5. Relation to adjacent structure or materials
6. Field dimensions, clearly identified as such
7. Specification section number
8. Applicable standards, such as ASTM number or Federal Specifications.
9. A blank space, for Architect’s review stamp

1.08 CONTRACTOR RESPONSIBILITIES

A. Review shop drawings, product data, and samples prior to submission.

B. Include noted and required corrections and indicate by stamp and signature that submittal is acceptable to Contractor. Submittals without stamp and signature will be rejected.

C. Verify:

1. Field measurements.
2. Field Construction criteria.
3. Conformance with specifications.

D. Coordinate each submittal with requirements of work and Contract Documents.

E. Contractor’s responsibility for errors and omissions in submittals is not relieved by Architect's review and approval.

F. Contractor’s deviations in submittal requirements shall not relieve Contractor from

completing Contract requirements.

G. The submittal documents shall be transmitted using the ASD Procore Construction Management Program. Number the submittals with the CSI Section then a dash then the numerical order (01650-1). Resubmittals shall have the same number with an alpha at the end. (01650-1A).

H. Contractor shall update the Procore Submittal Log on a weekly basis until Submittal Process is complete.

1.09 RESUBMITTAL REQUIREMENTS

A. Revise initial drawings as required and resubmit as specified for initial submittal.

B. Indicate on drawings any changes which have been made other than those requested by the Architect.

C. Project data and samples: Submit new data and samples as required for initial submittal.

1.10 ARCHITECT'S DUTIES

A. Review submittals with a turn-around time for review of original or resubmittal of no more than fourteen (14) calendar days, except as indicated in paragraph 1.07 B above.

B. The review will be for conformance to the design concept and compliance with information given in the Contract Document. The Architect will make notations directly on the reproducible.

C. The review is intended to foresee unacceptable products to avoid the possibility of their rejection at the site. The review shall not be construed as:

1. Permitting a departure from the Contract Documents, unless specifically so noted.
2. Relieving the Contractor of the responsibility for errors or omissions.
3. Acceptance of an assembly in which an approved item is a part.
4. Approval of variations from previously approved items.
5. Approval of dimensions.

D. The Architect will review all samples. Such review will be for appearance only. Compliance with all other requirements is the responsibility of the Contractor.

E. Affix stamps and initials or signatures certifying the review of submittal.

F. Where the Contract Documents require the design of the structural, mechanical, or electrical systems or components of systems by a supplier, such systems or components shall be designed by a registered professional engineer and all calculations submitted to the Architect for his records, prior to starting fabrication or installation of the work. The Architect will not be responsible for the designs of such other Professionals.

1.11 VARIATIONS FROM CONTRACT DOCUMENTS

A. See Section 01630 for procedure.

B. If the Contractor fails to mention variations from the Contract Documents, he will not be relieved of the responsibility for executing the work in accordance with the Contract Documents.

1.12 SUBMITTALS FOR COLOR SELECTION

A. The Contractor shall take particular note that color selections cannot be made for the project until such time as all items requiring color selection have been submitted. After such submittal has been made, the Architect with Owner's concurrence will within fourteen (14) days, make a complete color selection for the entire project.

B. It will be the contractor's responsibility to review the Contract Documents completely to determine items requiring color selection, obtain color samples from the manufacturer and submit to the Architect at the earliest possible date.

1.13 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Contractor shall distribute copies of shop drawings and product data which carry Architect's stamp, to:

1. Contractor's file (required)
2. Job-site file (required)
3. Record Documents file (required)
4. Other prime Contractors (as required)
5. Subcontractors (as required)
6. Supplier (as required)
7. Fabricator (as required)
8. Others (as required)

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

AIRBORNE CONTAMINANT CONTROL

PART 1. GENERAL

1.01 SUMMARY:

A. Related sections:

1. Section 02050 Demolition

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. Refer to Section 02 26 00, Hazardous Materials Assessment. Dust and debris related to adjacent damaged asbestos containing materials are addressed in Section 02 82 33, Removal and Disposal of Asbestos Containing Materials.

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 Supplemental 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 – Supplemental Conditions to the Construction Contract.

B. Section 01090 - Reference 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
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 – Supplemental Conditions of the Construction Contract.
2. Section 01090 - Reference 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 Proposers.

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. 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. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

SYSTEM COMMISSIONING

PART 1. GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of contract, including General and Supplementary Conditions and other Divisions of these Specifications, apply to work of this section.

1.02 DEFINITION

A. Building Commissioning work is a joint team effort to ensure that all equipment and systems have been completely and properly installed and put into services. The commissioning work will begin only after all systems are 100% complete and functional. The factory start-up of all equipment must have been carried out as well as control system completion and start-up and balancing. The team is made up of representatives from the owner's Engineer and Contractor's organizations.

B. The Contractor shall schedule system commissioning. The trades represented during the commissioning include sheet metal, piping and fitting, refrigeration, controls and balancing. The lead tradesmen for each trade who actually performed the work is to be present. All trades are to be present as scheduled during the commissioning session. The balancing and control contractors may be released when their portions of work have been completed. The Contractor will submit a schedule of activities for commissioning at least 30 days prior to beginning commissioning. A suggested schedule outline is as follows:

1. Day One (Monday) Owner and Engineer; Mechanical Contractor optional.
2. Day Two (Tuesday) Owner, Engineer, Balancing Contractor, Control Contractor and Mechanical Contractor.
3. Day Three (Wednesday) Owner, Engineer, Balancing Contractor, Control Contractor, Mechanical Contractor including Sheet Metal Contractor and Fitter.
4. Day Four (Thursday) Owner, Engineer, Mechanical Contractor, Sheet Metal Contractor, Fitter and Refrigeration Contractor.
5. Day Five (Friday) Refrigeration Contractor and all parties from day four to complete tasks not completed previously.

1.03 DOCUMENTS

A. The following documents shall be assembled and bound into the operating and maintenance manuals and delivered according to Section 01730, Maintenance Data.

1. Plumbing sanitization certified.
2. Certificates of Completion from the following Contractors:
   a. Sheet Metal
   b. Plumbing and Piping
   c. Automatic Temperature Control
   d. Refrigeration
   e. Fire Protection
3. Balancing report including duct pressure test.
4. Boiler startup certificate, including stack gas test.
5. Hydronic system water analysis report.
6. Steam boiler water analysis report.
7. All operating and maintenance data as described in Section 01730.

B. Record Drawings will be submitted to District according to Section 01700, Contract

Closeout.

1.04 SCOPE OF WORK

A. The work included under this section includes a complete and thorough investigation of all systems in order to ensure proper installation and operation of all components and systems. The following systems will be evaluated:
   1. Automatic temperature controls.
   2. Instrumentation (gauges, thermometers, etc.)
   3. Air handling equipment.
   4. Air Distribution and exhaust systems.
   5. Boilers.
   6. Hydronic heating and steam distribution systems.
   7. Refrigeration equipment.
   8. Fire protection.
   9. Labeling, marking and color coding.

PART 2. PRODUCTS

2.01 VALVE TAGS

A. Tag all valves with round, numbered, brass tags. Fasten to valve stem with beaded chain. In boiler room and fan room provide a framed, typewritten directory under glass. Directory shall list all valve tag numbers, service of valve, system valve is located in, location of valve and whether valve is normally open or closed. Provide a separate tag sequence for each service. Each service prefix to be abbreviation used for that service (sprinkles, S-1, S-2, etc.; Air, A-1, A-2, etc.)

2.02 EQUIPMENT LABELS

A. Label all equipment with heat resistant, laminated plastic labels having engraved lettering 1/2-inch high and fastened in place with rivets, screws or pressure sensitive, double sided tape, on back of label. Examples “Pump P-1,” “Water Heater No. 1,” “Exhaust Fan Ref-2,” Air Handling Unit AHU-1,” etc.

2.03 PIPING LABELS

A. Label all service piping with adhesive backed, flexible, vinyl labels, sealed in clear polyester film. Secure labels with directional flow adhesive vinyl banding tape. Labels and tape to comply with ANSI A13.1-1982 for color and size.

B. Manufacturer: Baker, Emed, Setmark, Seton.

2.04 WATER TREATMENT CHEMICALS

A. Obtain the services of a professional water treatment firm for testing the steam boiler water and prescribing the treatment chemicals.

B. Provide a one-year supply of treatment chemicals to maintain the boiler water at or below the following conditions.
   1. Neutralized specific conductance.
   2. Total alkalinity 600 ppm.
   3. Suspended solids 250 ppm.
   4. Silica 90 ppm.

The treatment will include a filming amine additive for protection of the condensate piping.

C. Supply materials are to be based on boiler operation of 10 hours per week at 50% to 100% of capacity with 50% of condensate being returned to system.

PART 3. EXECUTION

3.01 SYSTEM COMMISSIONING

A. The following procedures will be verified during the commissioning process. All procedures are to be checked and carried out by the contractor prior to commissioning.

3.02 PRELIMINARY WALK THROUGH

A. A preliminary walk through to provide a visual check of the various systems to verify that all components are properly installed. The following items will be observed.

B. Air Distribution:
1. Mounting and support of equipment.
2. Noise, vibration, air and water leaks.
3. Air filtration, presence of dampers, diffusers, grilles, fire dampers and access doors.
4. Presence of thermostats and other adjustable temperature control devices.
5. Presence of smoke sensors and other safety devices.
6. Instrumentation, gauges, thermometers, flow measuring devices.
7. Hoods and exhaust systems.

C. Plumbing and Piping Systems:
1. Mounting support of equipment.
2. Noise, vibration and leaks.
3. Strainers, values fixtures and instrumentation and flow measuring or control.

D. Heating and Cooling Equipment:
1. General installation and service access.
2. Proper cycling.
3. Excessive noise, vibration or leads.
4. Fuel storage, distribution instrumentation and filtration.
5. Presence of safety devices and controls.

E. Refrigeration Systems:
1. Compressor operation and lubrication.
2. Unit cooler operation.
3. Cooling fluid flow and control.
4. Temperature maintenance and instrumentation.
5. Vibration, excessive noise and leaks.

F. Fire Protection System:
1. General installation and compliance with approved shop drawings and design drawings.
2. Head locations.
3. Proper functioning of alarms.
4. NFPA certification - Chapter 13.
5. Locate spare heads, wrench and NFPA 13A manual.

G. Any discrepancies or deficiencies are to be noted for further investigation during the detailed evaluation.

H. Verify that all cleaning has been completed.

I. Verify that all touch-up painting has been completed.

3.03 DETAILED EVALUATION

A. Air distribution systems:
1. Spot checks of approximately 10% of air outlets will be made. Engineer will select outlets and air balancer will demonstrate a reading of that outlet. Where appropriate, the thermostat will be adjusted to simulate full cooling, full heating, hood operation, etc.
2. Air balancer will demonstrate total air flow at each air handler at simulated full cooling and/or maximum fresh air.
3. Air balancer will demonstrate proper air flow at each fume hood, based on previously marked sash positions.
4. Air balancer will demonstrate proper air flow at each process hood.
5. Demonstrate proper room static pressure with respect to adjacent space(s).
6. Motor HP draw will be demonstrated at selected fan motors.
7. Discrepancies between balancing report and spot check results will be dealt with to correct any deficiencies. In the event that significant deficiencies are detected, the entire balancing procedures may be required to be repeated.
8. Any noted drafts or noisy air distribution devices will be evaluated and corrective action taken.
9. Any balancing related problems identified during the Preliminary Walk Through will be addressed and corrected.

B. Heat Transfer and Hydronic Systems:
1. Contractor will demonstrate that strainers have been cleaned by team observation of approximately 5 strainers selected by the Engineer. If significant debris is found in selected strainers, all strainers will be cleaned.
2. Balancer will demonstrate fluid flows at approximately 10% of flow control devices.
3. Selected pumps will have amp draws demonstrated.
4. Fluid temperatures and pressures will be observed at each system, and compared with design values.
5. Glycol concentration will be measured for compliance with design specifications.
6. Any noted deficiencies between the sample evaluations and the balancing report will be dealt with to correct any deficiencies. In the event that significant deficiencies are detected, the entire balancing procedures may be required to be repeated.
7. Any balancing related problems identified during the Preliminary Walk Through will be addressed and corrected.

C. HVAC Control Systems:
1. The Control Contractor will demonstrate the proper function of each control system, and instruct Owner's operating personnel in the proper operation of the systems. The balancing contractor will be present to correct flows and assist in fine tuning system.
2. Control Contractor will demonstrate the proper functioning of the following devices:
a. Each thermostat to adequately control heating and cooling.
b. Each automatic damper and valve.
c. Fresh air and return air dampers.
d. Economizer operation.

e. Boiler, chiller and pump starting and stopping from program control.
f. Exhaust fan and air handler start and stop.
g. Variable air volume control of VAV air handlers, and tracking of associated return fan.
h. Variable air volume control of VAV exhaust fans
i. Freeze prevention control.

3. Control Contractor will point out proper labeling of each control device.
4. Control Contractor and Balancing Contractor will coordinate efforts as required until all functions of air distribution and hydronic systems have been fully demonstrated and have been accepted by the District and the Engineer.

D. Sheet Metal Contractor will demonstrate the following:
1. Proper voltage, overload heater size and rotation of each motor driven fan or air handling device.
2. Proper belt tension and drive alignment.
3. Proper clearance and deflection of spring isolation of fans and drives.
4. Proper installation of flexible connections.
5. Sealing of all ductwork per specification.
6. Complete insulation of ductwork and plenums and sound attenuation where required.
7. Completion of any deficiencies pointed out during balancing and control system commissioning.
8. Marking and labeling of each air handling device.
9. Proper shutdown of air handling systems in the event of presence of smoke or products of combustion.
10. Monitor bearings for heat buildup or noise.
11. Demonstrate that heating and cooling coil fins are straight.
12. Demonstrate operation and maintenance of humidification equipment.
13. Sheet Metal Contractor will correct any deficiencies noted during Preliminary Walk Through and Detailed Evaluation.
14. Correct any deficiencies discovered during Preliminary Walk Through and Detailed Investigation.

E. Each Contractor will explain any special features or intricacies of system operation to the building operating personnel. Items covered should include safety features, hazards to be aware of, precautions to be observed to avoid damage to equipment and any necessary seasonal adjustments which are required. Generally discuss service frequency of devices such as bearings, belt drives, filters, strainers, etc. Show maintenance and operating personnel where additional information can be found in the Operating and Maintenance Manuals.

F. Plumbing and Piping Contractor will demonstrate and explain the following:
1. The cleaning, degreasing and flushing of piping systems.
2. The proper filling of hydronic and chilled water systems.
3. Proper glycol concentration and Ph of hydronic and chilled water systems.
4. Piping and valve marking.
5. Equipment labeling.
6. Demonstrate proper operation of fuel supply system.
7. Demonstrate proper operation of sewage lift pump.
8. Demonstrate proper operation of sump pumps.
9. Tour facility and demonstrate proper installation and operation of plumbing fixtures and piping systems.
10. Demonstrate and explain chemical feed equipment.
11. Demonstrate operation of air compressor, deionized water equipment and other process equipment.

12. Correct any deficiencies discovered during Preliminary Walk through and Detailed Investigation.

G. Refrigeration Contractor will instruct equipment operators and demonstrate and explain the following:
1. Proper charging and lubrication of each refrigeration system.
2. Vibration isolation of equipment.
3. Proper piping insulation.
4. Adequate air flow at cold diffusers.
5. Proper connection of piping.
6. Proper coolant flow and temperature.
7. Defrost of cold diffusers.
8. Maintenance of required temperature in cold boxes.
9. Proper maintenance and cleaning.
10. Labeling of equipment and control devices.
11. Verify proper voltage, rotation and overload heater sizing.
12. Correct any deficiencies noted during Preliminary Walk Through and Detailed Investigation.

3.04 CERTIFICATION

A. The following certificate will be signed by each trade listed, indicating that all commissioning work has been completed and that all systems are installed according to the contract documents and manufacturer's installation instructions. The Contractors further certify that all adjustment, lubrication, alignment and startup procedures have been carried out.

B. Individual Contractor Certifications: (see next page)

CERTIFICATE OF COMPLETION

(Building) _____

(Address) _____

_____

_____

1. Mechanical Contractor _____
(firm)

_____ _____ _____
(signature) (title) (date)

2. Sheet Metal _____
(firm)

_____ _____ _____
(signature) (title) (date)

3. Plumbing _____
(firm)

_____ _____ _____
(signature) (title) (date)

4. Fitting _____
(firm)

_____ _____ _____
(signature) (title) (date)

5. Balancing _____
(firm)

_____ _____ _____
(signature) (title) (date)

6. Controls _____
(firm)

_____ _____ _____
(signature) (title) (date)

7. Refrigeration _____
(firm)

_____ _____ _____
(signature) (title) (date)

8. Insulation _____
(firm)

_____ _____ _____
(signature) (title) (date)

9. Fire Protection _____
(firm)

_____ _____ _____
(signature) (title) (date)

10. Refrigeration _____
(firm)

_____ _____ _____
(signature) (title) (date)

11. Refrigeration _____
(firm)

_____ _____ _____
(signature) (title) (date)

12. Refrigeration _____
(firm)

_____ _____ _____
(signature) (title) (date)

The engineer of record has observed the commissioning process and acknowledges that it was carried out according to the contract documents.

_____ _____
(firm) (date)

_____
(signature)

The District has observed the commissioning and acknowledges that it was carried out to his satisfaction. The District acknowledges receipt of the following documents and services:

1. Operating and Maintenance Manuals
2. As-built Drawings
3. All Certificates
4. Operator Instruction

_____ _____
(organization) (date)

_____ _____ _____
(signature) (title) (date)

3.05 SYSTEM WARRANTY

A. The one-year warranty period which begins with beneficial use of the systems is the responsibility of the Contractor. It is the Contractor's responsibility to repair, adjust or replace any defective material and equipment during the warranty period. It is the Owner's responsibility to notify the Contractor of any deficiencies immediately.

B. During the warranty period, the Owner and building operators should not make any system adjustments, alterations of 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 of repair of any items which are broken or damaged by building users.
   3. Replacement of water softener salt.
   4. Replacement (if required) acid neutralization marble.
   5. Cleaning of oil separators or grease traps.

E. Maintenance / Repair Request:
   1. The form on the next page is to be used by the Owner and building occupants to document and report any malfunctions in mechanical systems.

MAINTENANCE / REPAIR REQUEST

Reported by _____ Phone (_____) _____ Date _____

Building Superintendent Signature _____

Describe Malfunction _____

_____

_____

Location (i.e. room number/above ceiling/etc.) _____

_____

Describe any Temporary Adjustments or Repairs _____

_____

_____

What is the Urgency of Repair _____

_____

Has this Been Reported by Telephone _____ to Whom _____

Name _____ Firm _____ Phone (___) _____

Date _____ Time _____ Action Promised _____

_____

Repairs Made _____

_____

_____

by _____ Firm _____ Date _____

Contractor's Comments _____

_____

_____

_____

_____

Certification that repairs have been satisfactorily completed

(Building Superintendent) _____ Date _____ Time_____

Send one copy of this form to Contractor. Place one copy of this form in the Building Operating and Maintenance Manual under the appropriate tab.

END OF SECTION

PROJECT CLOSE-OUT

PART 1. GENERAL

1.01 GENERAL CONDITIONS

A. Definitions: Close-out is hereby defined to include general requirements near the end of contract time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2. Time of Close-out is directly related to “Substantial Completion”.

1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

A. Section 00700 and 00800 General and Supplementary General Conditions of the Contract for Construction.

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. Section 00700 - General Conditions of the Contract for Construction.

B. Section 01300 - Submittals.

C. Section 01340 - Shop drawings, Product data and Samples.

D. Section 01700 - Project 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 01420 - Special Inspections

D. Section 01410 - Testing Laboratory Services

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. Contents: Prepare a Table of Contents for each volume, with each Product or System description identified, in three parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.

2. Part 2: Operation and maintenance instructions arranged by and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:

   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3. Part 3: Project documents and certificates, including the following:

   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Photocopies of warranties and bonds.

1.05 CONTENTS, EACH VOLUME

A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect/Engineer, Subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

E. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01400.

F. Warranties and Bonds: Bind in copy of each.

1.06 MANUAL FOR MATERIALS AND FINISHES

A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. (Provide information for re-ordering custom manufactured Products.)

B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional Requirements: As specified in individual Product specification sections.

E. Provide a listing in Table of Contents for design data.

1.07 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

B. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

C. Include color coded wiring diagrams as installed.

D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and any special operating instructions.

E. Maintenance Requirements: Include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

F. Provide servicing and lubrication schedule, and list of lubricants required.

G. Include manufacturer's printed operation and maintenance instructions.

H. Include sequence of operation by controls manufacturer.

I. Provide original manufacturer’s parts list, illustrations, assembly drawings, and diagrams required for maintenance.

J. Provide control diagrams by controls manufacturer as installed.

K. Provide Contractor’s coordination drawings, with color-coded piping diagrams as installed.

L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

N. Include test and balancing reports as specified.

O. Additional Requirements: As specified in individual Product specification sections.

P. Provide a listing in Table of Contents for design data, with tabbed (fly sheet indexed) and space for insertion of data.

1.08 MANUALS

A. Operating and Maintenance Manuals: Submit electronic manual for each identified category.

1. Air Balance Report
2. Building Commissioning Reports
3. Materials and Finishes Manual
4. Equipment and Systems Manual
5. Digital and Pneumatic Controls Manual
6. Fire Systems Manual

B. Warranty and Special Warranty Manual: Submit electronic manuals.

1.09 INSTRUCTION OF OWNER PERSONNEL

A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.

B. For equipment requiring seasonal operation, provide instructions for all seasons

C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.10 SUBMITTALS

A. Submit copies of preliminary draft or proposed formats and outlines of contents before start of Work. Project Manager will review draft and return copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit advance copy of documents within ten days after acceptance. Include same information within final Operations and Maintenance documents.

C. Submit draft copy of completed volumes 60 days following acceptance of Project Submittals. Allow 20 days for Architect review and return to Contractor. Provide Contractor resubmittal within 14 days. Allow 14 days for Architect review of resubmittal. Revise content of all document sets as required prior to final submission.

D. Submit fully approved volumes within 115 days after acceptance of Submittals or 10 days prior to Substantial Completion, whichever occurs first.

PART 2. PRODUCTS (NOT USED)

PART 3. EXECUTION (NOT USED)

END OF SECTION

CLOSEOUT FORMS

PART 1. - GENERAL

1.01 The following forms are to be submitted by the Contractor prior to final project closeout.

1.02 CERTIFICATION OF SUBSTANTIAL COMPLETION

A. Use Anchorage School District Form 101 attached herein.

1.03 CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

A. Use Anchorage School District Form 102 attached herein.

1.04 RELEASE ON CONTRACTS

A. Use Anchorage School District Form 103 attached herein.

1.05 CONSENT OF SURETY COMPANY TO FINAL PAYMENT

A. Use Anchorage School District Form 104 attached herein.

1.06 CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE

A. Use Anchorage School District Form 105 attached herein.

1.07 CERTIFICATE OF COMPLIANCE

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

1.08 WARRANTY OF WORK AFTER FINAL PAYMENT

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

1.09 AHERA EXCLUSION DOCUMENT

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

1.10 DEPARTMENT OF LABOR NOTICE OF COMPLETION OF PUBLIC WORKS

A. The Contractor shall furnish to the Owner a Notice of Completion of Public Works form approved by the Department of Labor with his application for Final Payment.

1.11 DEPARTMENT OF REVENUE TAX CLEARANCE REQUEST FORM

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

1.12 DEPARTMENT OF LABOR TAX CLEARANCE REQUEST FORM

A. For projects funded through the Department of Education (debt reimbursement or DEED

grants), the Contractor shall furnish to the Owner a Tax Clearance Request Form approved by the Department of Labor, with his application for Final Payment.

1.13 CLOSEOUT CHECKLIST

A. The closeout checklist is designed to assist the contractor and project manager in the process of completing the project.

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____ Contract Number: _____

Contractor: _____ Contract Date: _____

Architect: _____ Date of Issuance: _____

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

Project Description:

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

_____

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

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

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

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

_____

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

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

Owner: **ANCHORAGE SCHOOL DISTRICT**

By: _____ Title: _____ Date: _____

Architect:

By: _____ Title: _____ Date: _____

Contractor:
By: _____ Title: _____ Date: _____
ASD 101 (01/03)

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

WHEREAS, by the terms of a contract dated 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 satisied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtness 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

- 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.

Additional Filing Fee May Be Required

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	

Signature	Date
Title	
Fax #	Phone #

For Dept. Use Only

T-36 Clearance Approved

By_____
Department of Labor and Workforce Development

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

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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 Form102)	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

DEMOLITION

PART 1. GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of building demolition work is shown on drawings.

1.02 RELATED REQUIREMENTS

A. Section 01010: Summary of Work.

B. Section 01045: Cutting and Patching (where required).

C. Section 01120: Alteration Procedures (where required).

1.03 SUBMITTALS

A. Submit proposed methods and operations of demolition for review prior to start of work. Include in schedule coordination for shut-off and continuation of utility services as required.

1.04 JOB CONDITIONS

A. Occupancy: Areas to be demolished are or will be vacated and discontinued in use prior to start of work. However, where applicable other parts of the building project may remain occupied, requiring contractor to conduct demolition to minimize interference with adjacent areas. Maintain protected egress and access at all times.

B. Conditions of Structures: The Owner assumes no responsibility for actual condition of structures to be demolished.

C. Conditions existing at the time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, variations may occur by removal and salvage operations by Owner prior to the start of the demolition work.

D. Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with adjacent occupied or used facilities.

E. Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent structures to prevent excess dust and debris from entering occupied areas.

F. Damages: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the Owner.

G. Utility Services: Maintain existing utilities which must remain operational and protect them against damage during demolition operations.

PART 2. PRODUCTS

2.01 SALVABLE MATERIALS

A. Where the documents indicate a reuse of existing materials or equipment, the Contractor may furnish similar and equal new materials or equipment at his option.

B. Items to be reused shall be removed, stored, and protected until reuse. Care shall be taken to prevent excessive damage to salvable materials. Items to be reused are shown on the drawings.

C. Items of salvable value to be removed and not noted to remain the property of the Owner will belong to Contractor, with salvage value of substantial items to be reflected in proposal.

D. Reuse items may be stored on site in locations as directed by Owner.

PART 3. EXECUTION

3.01 PREPARATION

A. Pollution Controls: Use temporary enclosures and other suitable methods to limit dust and dirt rising and scattering in air.

B. Where applicable erect and maintain weatherproof closures for exterior openings.

C. Protect existing items which are not indicated to be altered, and promptly repair damage caused by demolition operation.

D. Disconnect, remove, and cap designated utility services. Identify and indicate capping locations on Project Record Documents.

3.02 PERFORMANCE

A. Demolish in an orderly and careful manner. Where applicable protect existing supporting structural members and adjacent areas not affected by this work.

B. If applicable voids in concrete floors, caused by demolition, shall be completely filled with grout, similar and equal to "Thoropatch" leaving a smooth and even surface.

C. Immediately remove demolished materials from site.

D. Materials for salvage may not be sold on the site.

E. Do not burn or bury materials on site.

F. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed. Return adjacent areas to condition existing prior to the start of work.

END OF SECTION

			TRAVLER TRACK										COUNTER WEIGHT SYSTEM								LIGHTIN G						GRID BLOCKS						ARBOR and BATTON						MOTORS		
Line Set			Aluminum I-Beam Track 20'	Low Pipe Track Bracket	Outside Idler	Splice	Single End Pulley	Double End Pulley	Master Carrier	Single Carrier	Hand Line Ft'	T-Track Spacing	Hand line	Handline Leigth FT	Galvanized Aircraft Cable-1/4" 7 x 19	18-10-F6 Copper Oval Sleeve for 1/4 Inch	Crosby® Galvanized Heavy Duty Thimbles	1.5" Steel Pipe Clamp	Flange Nut + Flange Nuts 3/8" x 1"	Theatrical Shackle Black S-209T 3/8" 1T	ColorSource Fresnel V	Quantity	ETC Source Four LED - Series 3	Quantity	Altman Malleable Iron Pipe Clamp	Quantity	Series 55 Head Blocks	Series 55 Left Blocks	Bolts grade 8 1.5in X 3/8 in	3/8 in Fender Washer	3/8 in Lock Washer	3/8 in Nut	Series 15 Carriage Single Purchase T-Bar Arbor 8'	Series 15 Carriage Single Purchase T-Bar Arbor 10'	Floating Floor Block	18' X 1.5" Schedule 40	1/4" X 1.5" X 1' Steel bar	18" sleeve stock 1.5" sch 40 pipe	Counter-Weight Assist Motor	Line Shaft Motor	Bull Wench
1	Blue Border	Tied to Batten										6 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
2	Projection screen	Chain And Batten clamp										6 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
3	Black Scrim	Tied to Batten										6 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
4	Main Curtain	Travler Track	4	20	4	2	1	1	2	60	150	8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
5	no line set	M T										8 inch on center	M T	0	0	0	0	0	0	0							0	0	0	0	0	0	0	0	0	0	0	0			
6	1st Electric	C Clamp lights										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12	ColorSource Fresnel V	25	ETC Source Four LED - Series 3	3	Altman Malleable Iron Pipe Clamp	28	1	6	24	48	24	24	0	1	1	6	15	4	1		
7	no line set	M T										8 inch on center	M T	0	0	0	0	0	0	0							0	0	0	0	0	0	0	0	0	0	0	0			
8												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
9												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
10												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
11												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
12												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
13												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
14												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
15	Black Border	Tied to Batten										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
16	1st Leg	Tied to Batten										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
17	no line set	M T										8 inch on center	M T	0	0	0	0	0	0	0							0	0	0	0	0	0	0	0	0	0	0	0			
18	2nd Electric	C Clamp lights										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12	ColorSource Fresnel V	25	ETC Source Four LED - Series 3	4	Altman Malleable Iron Pipe Clamp	29	1	6	24	48	24	24	0	1	1	6	15	4	1		
19	no line set	M T	M T								M T	8 inch on center	M T	0	0	0	0	0	0	0							0	0	0	0	0	0	0	0	0	0	0	0			
20												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
21												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
22												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
23												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
24												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
25												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
26	Black Border	Tied to Batten										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
27	MID Black Curtain	Travler	4	20	4	2	1	1	2	60	150	8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
28	2nd Leg	Tied to Batten										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
29	no line set	M T	M T								M T	8 inch on center	M T	0	0	0	0	0	0	0							0	0	0	0	0	0	0	0	0	0	0	0			
30	3sd Electric	C Clamp Lights										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12	ColorSource Fresnel V	25	ETC Source Four LED - Series 3	3	Altman Malleable Iron Pipe Clamp	28	1	6	24	48	24	24	0	1	1	6	15	4	1		
31	no line set	M T	M T								M T	8 inch on center	M T	0	0	0	0	0	0	0							0	0	0	0	0	0	0	0	0	0	0	0			
32												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
33												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
34												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
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37												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
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39												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
40												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
41	3rd Leg	Tied To Batten										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
42	no line set	M T	M T								M T	8 inch on center	M T	0	0	0	0	0	0	0							0	0	0	0	0	0	0	0	0	0	0	0			
43	4th Electric	C Clamp Lights										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12			ETC Source Four LED - Series 3	3	Altman Malleable Iron Pipe Clamp	3	1	6	24	48	24	24	0	1	1	6	15	4	1		
44	no line set	M T	M T								M T	8 inch on center	M T	0	0	0	0	0	0	0							0	0	0	0	0	0	0	0	0	0	0	0			
45	CYC Curtain	Tied To Batten										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
46	Back Black	Tied To Batten										8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
47												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
48												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
49												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
50												8 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
51												9 inch on center	Multiline II 3/4"	125	1000	16	16	6	12	12							1	6	24	48	24	24	1	0	1	6	15	4			
52	SL Side ladder													0	250	8	8	4	8	8									0	250	8	8	4	8	8						
52	SR Side ladder													0	250	8	8	4	8	8									0	250	8	8	4	8	8						
	Bull Wench																																								1
			8	40	8	4	2	2	4	120	300		Total	5375	43500	704	704	266	532	532	Total	75	Total	13	Total	88	43	258	1032	2064	1032	1032	39	4	43	270	675	180	4	2	1

Allowable Batten Loads

BATTEN	WT/FT	LOAD TYPE	CRITERIA	SPAN BETWEEN LIFT LINES 8'	9'	10'	11'	12'	13'	14'	15'	
1" Sched. 40	1.68	Uniform	Strength	27	21	17	14	11	9	8	7	lb/ft
		Uniform	Deflection	20	13	9	7	5	4	3	2	lb/ft
		Point	Strength	93	82	74	67	62	57	53	49	lb
		Point	Deflection	56	44	36	29	25	21	18	16	lb
1 1/4" Sched. 40	2.27	Uniform	Strength	48	37	30	24	20	17	14	12	lb/ft
		Uniform	Deflection	45	31	22	16	12	9	7	5	lb/ft
		Point	Strength	160	142	128	116	107	98	91	85	lb
		Point	Deflection	124	98	79	65	55	47	40	35	lb
1 1/4" Sched. 80	3	Uniform	Strength	61	48	38	31	26	21	18	15	lb/ft
		Uniform	Deflection	56	39	28	20	15	11	9	6	lb/ft
		Point	Strength	206	183	165	150	137	127	118	110	lb
		Point	Deflection	155	123	99	82	69	59	51	44	lb
1 1/2" Sched. 40	2.72	Uniform	Strength	66	52	41	34	28	23	20	17	lb/ft
		Uniform	Deflection	72	50	36	26	20	15	12	9	lb/ft
		Point	Strength	221	196	176	160	147	136	126	118	lb
		Point	Deflection	197	155	126	104	87	74	64	56	lb
1 1/2" Sched. 80	3.63	Uniform	Strength	86	67	54	44	36	30	26	22	lb/ft
		Uniform	Deflection	91	63	45	33	25	19	15	11	lb/ft
		Point	Strength	288	256	230	209	192	177	164	153	lb
		Point	Deflection	250	197	160	132	111	95	82	71	lb
2" Sched. 40	3.66	Uniform	Strength	113	89	71	58	48	41	34	30	lb/ft
		Uniform	Deflection	156	109	78	58	44	34	27	21	lb/ft
		Point	Strength	374	332	299	272	249	230	213	199	lb
		Point	Deflection	421	333	269	223	187	159	137	120	lb

- All loads listed at the allowable static loads based on the requirements on ANSI E1.6-1 Powered Hoist Systems section 6.6.
- Characteristic load assumed to be 125% of the static load.
- Batten strength is limited so that the load imposed by the characteristic load does not exceed 75% of the allowable strength per AISC 360-05 (Specification for Steel Buildings - Allowable Stress Design).
- Batten deflection is limited so that the calculated deflection due to the characteristic load not exceed L/180.
- Battens assumed to be continuous over three spans.
- Battens extend beyond last lift line by 3 feet or less.
- ANSI E1.4 (Manual Counterweight Rigging Systems) requires battens to support 30 lbf/ft or 100 lb point load while limiting deflection to L/180. Spans highlighted in green meet this criteria.

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1/2016

Technical Sheet

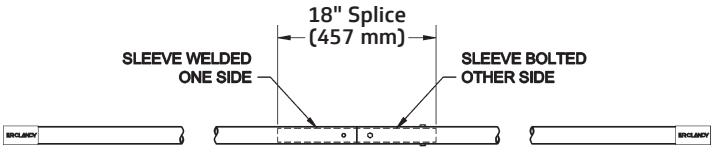
Battens

- Battens are made from seamless pipe and are supplied with a matte black finish
- Battens up to 21' (6401 mm) long are supplied as a single piece; longer battens are provided with 18" (457 mm) long internal splice sleeves
- Standard 1-1/2" (38 mm) battens are provided with safety yellow vinyl end caps, making the batten ends easier to see
- Two pipe ladder trusses are constructed from two 1-1/2" (38 mm) schedule 40 pipes with flat bar spacers on 4' (1219 mm) centers; other special constructions are available, consult factory
- Three-year warranty against defects in materials or workmanship is provided on all J.R. Clancy equipment, additional warranty information is available at jrclancy.com

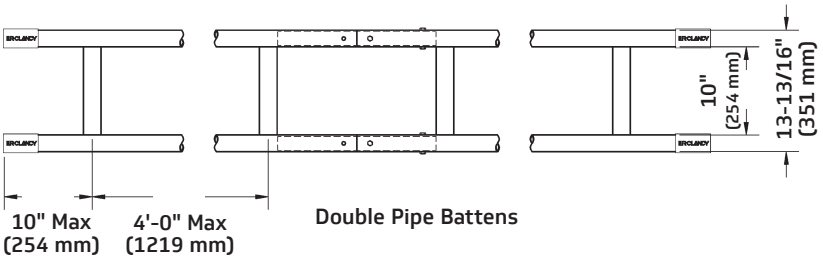


Batten
015-67R

Dimensions



Single Pipe Battens



Double Pipe Battens

Order Information

Number	Description	I.D.	O.D.	Weight
015-67R	1-1/2" (38 mm) Sch 40 batten	1.610" (41 mm)	1.900" (48 mm)	3 lb/ft (4.45 kg/m)
015-67H	1-1/2" (38 mm) Sch 80 batten	1.500" (38 mm)	1.900" (48 mm)	4 lb/ft (5.9 kg/m)
015-68R	2" (51 mm) Sch 40 batten	2.067" (53 mm)	2.375" (60 mm)	4 lb/ft (5.9 kg/m)
015-69R	2-1/2" (64 mm) Sch 40 batten	2.469" (63 mm)	2.875" (73 mm)	6 lb/ft (8.9 kg/m)
015-67T	Two pipe truss batten	1.610" (41 mm)	1.900" (48 mm)	7 lb/ft (10.4 kg/m)
015-67S	1-1/2" (38 mm) Batten sleeve, no holes, 18" long (457 mm)	–	–	3 lb (1.3 kg)
015-68S	2" (51 mm) Batten sleeve, no holes, 18" long (457 mm)	–	–	4 lb (1.8 kg)
015-69S	2-1/2" (64 mm) Batten sleeve, no holes, 18" long (457 mm)	–	–	9 lb (4 kg)
099-BATCAP	Yellow batten end caps, 4" (102 mm) long	–	–	0.1 lb (0.04 kg)

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Minnesota Location Wenger Phone 800.4WENGER (493-6437) Wenger Worldwide +1.507.455.4100 | Parts & Service 800.887.7145 | wengercorp.com
GearBoss Phone 800.493.6437 | gearboss.com
555 Park Drive, PO Box 448 | Owatonna | MN 55060

New York Location J.R. Clancy Phone 800.836.1885 JR Clancy Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209

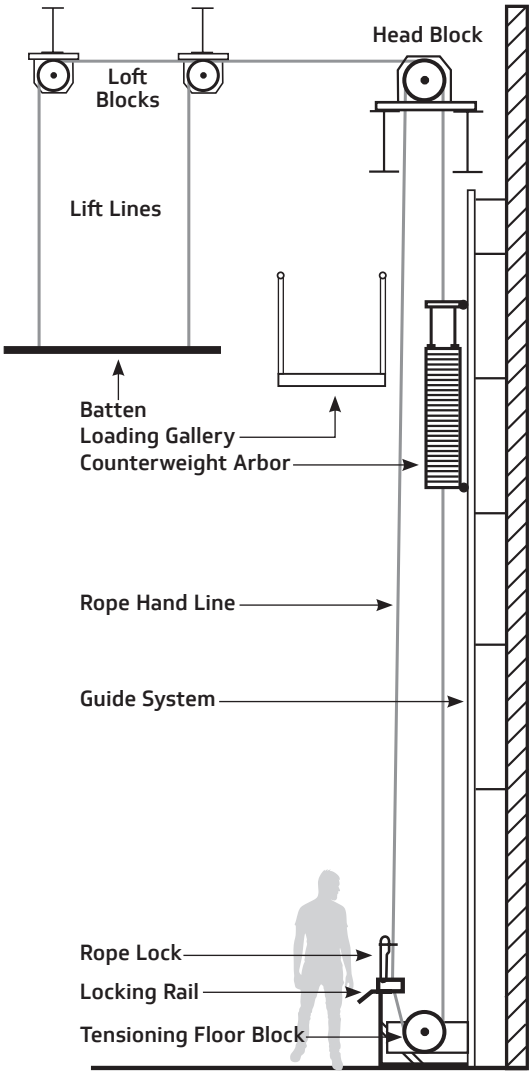
Technical Sheet

Counterweight Rigging Systems

Wenger® CORPORATION

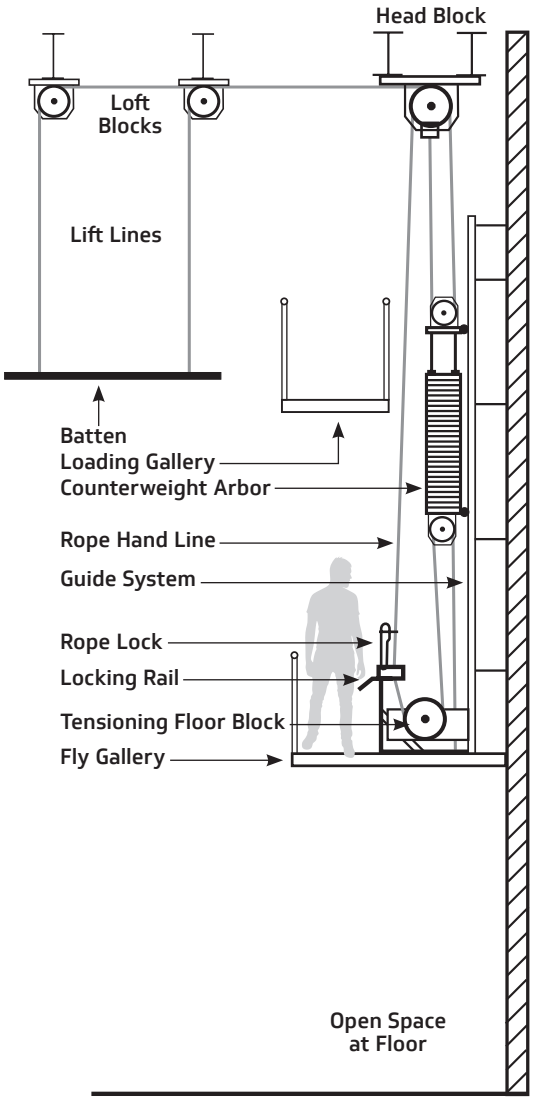
Manually operated counterweight systems have been used on stages for over 100 years. The pipe batten being raised or lowered with scenery, curtains or lights is counterbalanced by an arbor loaded with the equal amount of steel weights. With proper training and operation, this type of system can offer a flexible, cost-effective and safe rigging solution.

Single Purchase



In a single purchase counterweight set, the weight and travel distance of the loaded batten equals the weight and travel distance of the properly loaded arbor. With proper training these sets are easy to operate and are very efficient.

Double Purchase

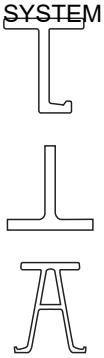


A double purchase system is installed in buildings where space for vertical travel of the counterweight arbor is not sufficient for single purchase sets to operate. By doubling the lift cables around a pulley on the arbor, the batten will travel twice as far as the arbor. This reduces the travel distance needed by arbors so they can be located well above the stage floor on fly galleries, providing space for doors or scenery storage below the arbors and locking rail.

Guide System Options

A guide system is the portion of the system that contains the arbors and keeps them moving smoothly. Typically the guides are spaced every 6" or 8", but custom spacings are available if needed.

- **J-Guide -** Our J-Guide System is a modular, lightweight aluminum guide system that offers easy installation and durability.
- **T-Bar -** The J.R. Clancy T-Bar was once the industry standard prior to the more convenient and cost-effective J-Guide. Adaptable wall knees offer flexibility, but field drilling steel can result in longer installation times.
- **A Guide -** A-Guide is a durable, heavy-duty aluminum guide system for systems that require additional guide strength, such as those in seismic zones.



Locking Rail Options

- **Locking Rail** - The locking rail can be located at the stage level, on a gallery/catwalk above the stage, or both. Either option can support up to 500 lb (226.8 kg) of uplift per ft (mm) and offers not only a sturdy location to mount rope locks, but also can be used as a tie-off when working with out-of-balance sets.

Arbor Options

The arbor is the carriage that houses the steel counterweight.

- **FrontLoader® -** The patented FrontLoader front-loading arbor eliminates the rods and spreader plates of the conventional rod arbor. It also eliminates the awkward bending or climbing into the arbor well to load bricks. The shelves allow for neat, easy and safe stacking of bricks from the loading gallery.
- **J-Guide/T-Bar Single Purchase Arbor -** With safety in mind, our J-Guide/T-Bar single purchase arbors come with easy-to-read, self-adhesive set numbers and labels on the back bar to show safety information and proper spreader plate locations. Many models available from 4' (1219 mm) to 13' (3962 mm) lengths, 4" (101 mm) or 6" (152 mm) widths.
- **J-Guide/T-Bar Double Purchase Arbor -** The double purchase arbor is provided to you with easy-to-read, self-adhesive set numbers to ensure ease of use and identification. For additional durability and safety, the front collar is welded to the top spreader plate. Many models available from 6' (1829 mm) to 13' (3962 mm) lengths, 4" (101 mm) or 6" (152 mm) widths.



FrontLoader Front-Loading Arbors



J-Guide/T-Bar Single Purchase Arbors



J-Guide/T-Bar Double Purchase Arbors

Rope Lock Options

Rope locks are used to hold the rope, arbor and batten in place when not in use. You'll notice that our rope locks are rated to 50 lb (22.7 kg) out of balance which is approximately how much a person can safely operate. Rope locks that hold significantly more than this amount could allow a system to become too out of balance to safely control. For added security, the SureLock® contains a built in out-of-balance indicator and lock out mechanism if the set is too out of balance to safely operate.



Rope Lock



SureLock

Rope

Premium synthetic ropes that are a great replacement for manila and other ropes used backstage. Minimal stretch and resistant to temperature and humidity changes.

- SureGrip® Synthetic Rope
- Stage-Set X™ Synthetic Rope



SureGrip



Stage-Set X

Head Blocks, Underhung - 59 Series, Upright - 55 Series



Sheave Material	Sheave Diameter	Number of Lines	RWL
Nylon	12" (305 mm)	6	3000 lb (1361 kg)
		8	3000 lb (1361 kg)
Cast Iron	8" (203 mm)	6	1300 lb (590 kg)
		8	1300 lb (590 kg)
	12" (305 mm)	6	3000 lb (1361 kg)
		8	3000 lb (1361 kg)
		10	3000 lb (1361 kg)

Loft Blocks, Underhung - 19 Series



Sheave Material	Sheave Diameter	Number of Lines	RWL
Nylon	8" (203 mm)	1	500 lb (227 kg)
		2	500 lb (227 kg)
		4	700 lb (318 kg)
		8	700 lb (318 kg)
Cast Iron	8" (203 mm)	1	500 lb (227 kg)
		2	500 lb (227 kg)
		4	700 lb (318 kg)
		8	700 lb (318 kg)

Universal Loft Blocks - 55/56/59 Series



Sheave Material	Sheave Diameter	Number of Lines	RWL
Nylon	8" (203 mm)	1	750 lb (340 kg)
		2	750 lb (340 kg)
		4	1300 lb (590 kg)
		8	1300 lb (590 kg)
Cast Iron	8" (203 mm)	1	500 lb (227 kg)
		2	700 lb (318 kg)
		4	1300 lb (590 kg)
		8	1300 lb (590 kg)
		10	1300 lb (590 kg)
	12" (305 mm)	1	700 lb (318 kg)
		2	1400 lb (635 kg)
		8	2500 lb (1134 kg)

Floor Blocks

- 10" (254 mm) and 12" (305 mm) sheave diameter options
- Minimum 40 lb (18.14 kg) weight to properly tension the hand line
- Kick tab permits easy readjustment of the block
- Sealed precision ball bearings
- Special grooves and shoe sizes available, call for details



Battens and Truss Battens

- Battens are 1.5" schedule 40 seamless pipe with a matte black finish
- Battens up to 21' (6401 mm) long are supplied as a single piece; longer battens come with 18' (5486 mm) internal splice sleeves
- Standard 1.5" (38 mm) battens are provided with safety yellow vinyl end caps, making the batten ends easier to see
- Double batten truss battens and schedule 80 options available



Batten Termination Options

Many popular and economical batten termination options including:

- Pipe clamps/turnbuckles
- Trim clamps
- Grade 30 proof coil trim chains
- Alpha chain trim chains



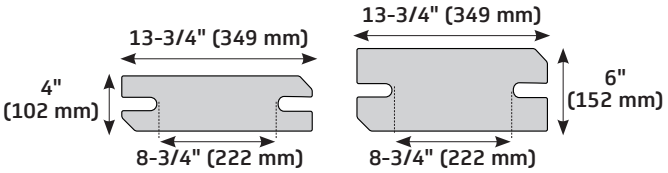
Index Lights

Light your locking rail, fly and loading galleries, with minimal light bleeding. To provide even light distribution, our Index Lights are designed with a black exterior and white interior.

- 5' (1524 mm) and 10' (3048 mm) lengths
- Incandescent and LED options available
- One color (white) and two color (white/blue) options available

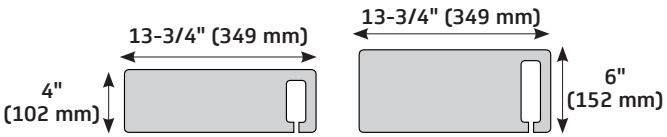


Standard Counterweights



Number	Width	Nominal Thickness	Nominal Weight
009-4X1	4" (102 mm)	1" (25 mm)	14 lb (6.3 kg)
009-4X2	4" (102 mm)	2" (51 mm)	28 lb (12.7 kg)
009-6X1	6" (152 mm)	1" (25 mm)	22 lb (10 kg)
009-6X2	6" (152 mm)	2" (51 mm)	43 lb (19.5 kg)

FrontLoader Counterweights



Number	Width	Nominal Thickness	Nominal Weight
009-4X0.5F	4" (102 mm)	1/2" (13 mm)	7 lb (3.2 kg)
009-4X1F	4" (102 mm)	1" (25 mm)	15 lb (6.8 kg)
009-4X1.5F	4" (102 mm)	1-1/2" (38 mm)	22 lb (10 kg)
009-6X0.5F	6" (152 mm)	1/2" (13 mm)	11 lb (5 kg)
009-6X1F	6" (152 mm)	1" (25 mm)	22 lb (10 kg)
009-6X1.5F	6" (152 mm)	1-1/2" (38 mm)	32 lb (14.4 kg)

Warranty and Support

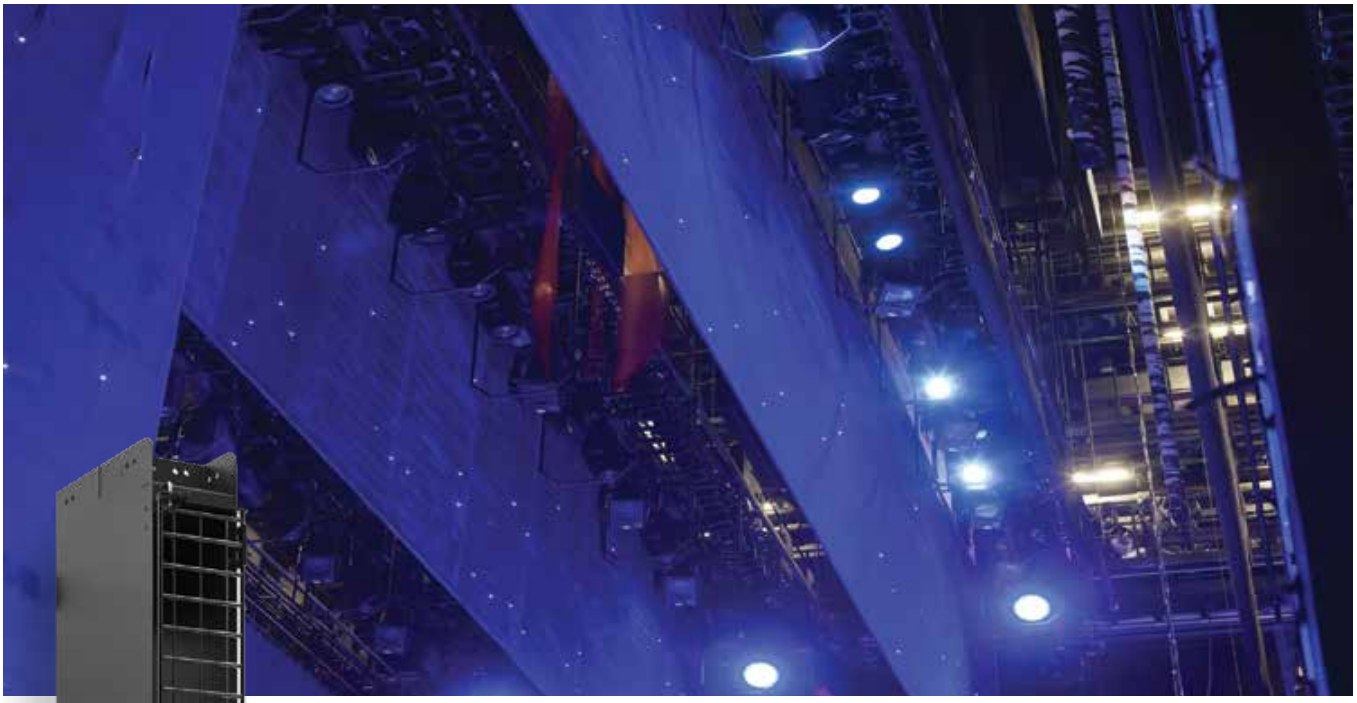
Three-year warranty against defects in materials or workmanship is provided on all J.R. Clancy equipment, additional warranty information is available at jrclancy.com

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GearBoss Phone 800.493.6437 | gearboss.com
555 Park Drive, PO Box 448 | Owatonna | MN 55060
New York Location J.R. Clancy Phone 800.836.1885 JR Clancy Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209

FRONT-LOADING ARBOR

JR CLANCY





Faster, Safer and More Convenient Loading

The patented FrontLoader™ front-loading arbor has eliminated rods and spreader plates of the conventional rod arbor and therefore also eliminated the awkward bending or climbing into the arbor well to load bricks. The shelves of our arbor allow for neat, easy and safe stacking of bricks from the loading gallery. Gallery safety rails do not interfere with use of this arbor and so theatre loading galleries may comply with building codes.

WENGERCORP.COM | 800.4WENGER (493.6437)

FRONT-LOADING ARBOR



Features

- Front load bricks for faster, more convenient loading.
- Loading bins and shelves eliminate spreader plates.
- Compact design holds more weight in less space.
- Individual gates close to hold bricks securely in the arbor.
- Supports line sets 6" or 8" on center.
- Pipe weight can be stacked on any shelf.

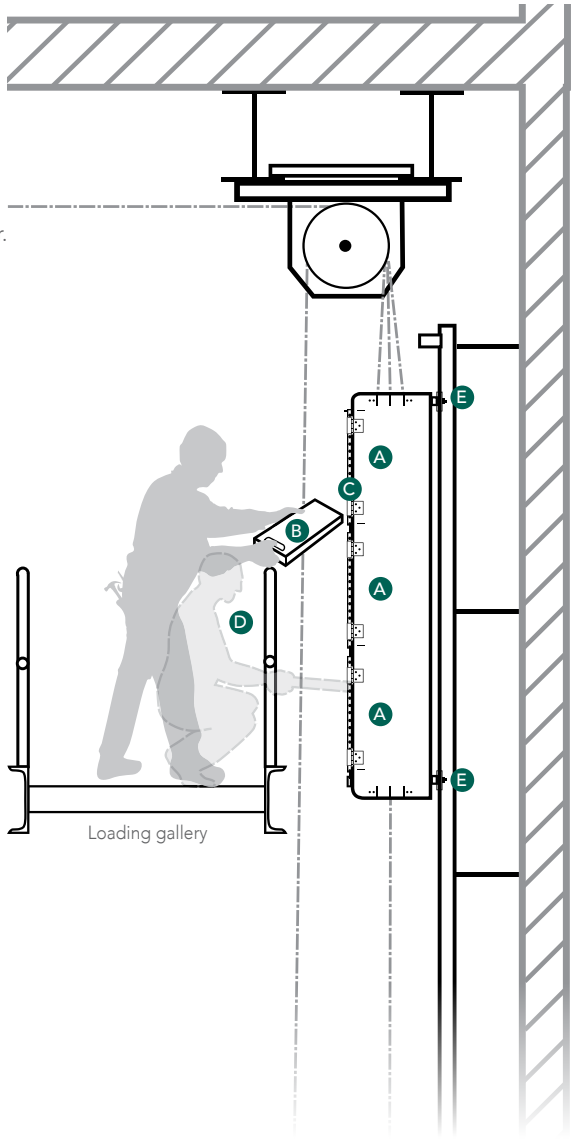
A Counterweight bricks stack flat on the shelves and can be stacked on any of the three levels, eliminating the need to hang below the loading gallery or climbing higher to reach the counterweight stack.

B There are no arbor rods to reach around, allowing the loader to securely hold the bricks with both hands at all times.

C The sloped shelves and gates safely contain the bricks. Spreader plates are not required.

D The loader can work fully within the confines of the compliant safety rail. The loader can easily reach over or under the rails to access the FrontLoader shelves.

E FrontLoader can be installed in existing or new guide wall systems.



PART NUMBER	HEIGHT	WIDTH	STYLE	ARBOR WEIGHT	ARBOR CAPACITY
007-FL06-6	6'	6" C-C (4" wide counterweight)	Single Purchase	92 lb	873 lb
007-FL08-6	8'	6" C-C (4" wide counterweight)	Single Purchase	112 lb	1164 lb
007-FL10-6	10'	6" C-C (4" wide counterweight)	Single Purchase	136 lb	1455 lb
007-FL06-8	6'	8" C-C (6" wide counterweight)	Single Purchase	105 lb	1284 lb
007-FL08-8	8'	8" C-C (6" wide counterweight)	Single Purchase	132 lb	1712 lb
007-FL10-8	10'	8" C-C (6" wide counterweight)	Single Purchase	158 lb	2140 lb
008-FL06-6	6'	6" C-C (4" wide counterweight)	Double Purchase	120 lb	873 lb
008-FL08-6	8'	6" C-C (4" wide counterweight)	Double Purchase	140 lb	1164 lb
008-FL10-6	10'	6" C-C (4" wide counterweight)	Double Purchase	164 lb	1455 lb
008-FL06-8	6'	8" C-C (6" wide counterweight)	Double Purchase	136 lb	1284 lb
008-FL08-8	8'	8" C-C (6" wide counterweight)	Double Purchase	163 lb	1712 lb
008-FL10-8	10'	8" C-C (6" wide counterweight)	Double Purchase	189 lb	2140 lb

Wenger® CORPORATION

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GearBoss Phone 800.493.6437 | gearboss.com
555 Park Drive, PO Box 448 | Owatonna | MN 55060

New York Location JR Clancy Phone 800.836.1885 JR Clancy Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209

Brands of Wenger Corporation

Wenger® JRCLANCY GEARBOSS®

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Music Education *Performing Arts* *Athletics*

Technical Sheet

Multiline II™ Synthetic Rope

- A popular replacement for manila and other ropes used backstage
- Conventional, three-strand construction for a familiar feel and strong grip
- Minimal stretch for easy use
- Length does not change with temperature or humidity, so floor block readjustment is not necessary
- Breaking strength is more than twice that of manila rope
- Sold in 600' (183 m) and 1200' (366 m) rolls
- Other sizes and colors available on special order
- For 3/4" (19 mm) rope use SureGrip®
- Three-year warranty against defects in materials or workmanship is provided on all J.R. Clancy equipment, additional warranty information is available at jrclancy.com



Multiline II Synthetic Rope

Order Information

Number	Description	RWL	Weight
028-625MW6	5/8" (16 mm) Diameter Multiline II 600' Roll (183 m)	823 lb (373 kg)	0.10 lb/ft (0.13 kg/m)
028-625MW12	5/8" (16 mm) Diameter Multiline II 1200' Roll (366 m)	823 lb (373 kg)	0.10 lb/ft (0.13 kg/m)
028-625MB6	5/8" (16 mm) Diameter Multiline II, Black 600' Roll (183 m)	823 lb (373 kg)	0.10 lb/ft (0.13 kg/m)
028-625MB12	5/8" (16 mm) Diameter Multiline II, Black 1200' Roll (366 m)	823 lb (373 kg)	0.10 lb/ft (0.13 kg/m)
028-875MW6	7/8" (22 mm) Diameter Multiline II 600' Roll (183 m)	1550 lb (703 kg)	0.18 lb/ft 0.27 kg/m)
028-875MW12	7/8" (22 mm) Diameter Multiline II 1200' Roll (366 m)	1550 lb (703 kg)	0.18 lb/ft 0.27 kg/m)
028-1000MW6	1" (25 mm) Diameter Multiline II 600' Roll (183 m)	1870 lb (848 kg)	0.22 lb/ft (0.33 kg/m)
028-1000MW12	1" (25 mm) Diameter Multiline II 1200' Roll (366 m)	1870 lb (848 kg)	0.22 lb/ft (0.33 kg/m)
RWL is based on manufacturer's 10:1 safety factor.			

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New York Location J.R. Clancy Phone 800.836.1885 JR Clancy Worldwide +1.315.451.3440 | jrclancy.com | 7041 Interstate Island Road | Syracuse | NY 13209

SPECIFICATIONS

Chugiak High School

1. General

1.1. Summary

A. Provide a stage rigging and curtains system designed to manually and/or automatically move equipment vertically and horizontally on or around a stage.

1.2. Section Includes

A. Counterweight Rigging.

B. Hoist Powered Rigging.

C. Rope and Dead Hung Rigging.

D. Rigging Accessories.

E. Motion Control System.

F. Stage Curtains and Tracks.

1.3. RELATED SECTIONS

A. Division 01 - General Requirements.

B. Division 05 – Metals.

C. Division 26 - Electrical.

1.4. REFERENCES

A. American National Standards Institute (ANSI):

1. ANSI B17.1 - Keys and Keyseats.

2. ANSI B106.1M - Design of Transmission Shafting.

3. ANSI E1.4-1 - Entertainment Technology - Manual Counterweight Rigging Systems.

4. ANSI E1.4-2 – Entertainment Technology - Statically Suspended Rigging Systems.

5. ANSI E1.6-1 - Entertainment Technology - Powered Hoist Systems.

6. ANSI E1.22 - Entertainment Technology - Fire Safety Curtain Systems.

7. ANSI E1.47 - Entertainment Technology - Recommended Guidelines for Entertainment Rigging System Inspections.

8. ANSI Z535.4 - Guide to Product Safety Signs and Labeling.

B. ASTM International (ASTM):

1. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.

2. ASTM A48 - Standard Specification for Gray Iron Castings.

3. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

4. ASTM A536 - Standard Specification for Ductile Iron Castings.

5. ASTM F1145 - Standard Specification for Turnbuckles, Swaged, Welded, Forged.

C. International Electrotechnical Commission (IEC):

1. IEC 61508: Functional Safety of Electrical/Electronic/Programmable Electronic Safety-Related Systems.

D. National Fire Protection Association (NFPA):

1. NFPA 70 - National Electric Code.
2. NFPA 79 - Electrical Standard for Industrial Machinery.
3. NFPA 80 - Standard for Fire Doors and Other Opening Protectives.

E. Underwriter's Laboratory (UL):

1. UL 508E - IEC Type '2' Coordination Short Circuit Tests of Electromechanical Motor Controllers in Accordance with IEC Publication 947-4-1.

F. Wire Rope Technical Board:

1. Wire Rope Users Manual, 5th Edition.

1.5. SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Rated capacities, construction details, material descriptions, dimensions of individual components, profiles, and finishes.
2. Maintenance instructions and recommendations.

C. Shop Drawings:

1. Submit component and project-specific installation Drawings, cut sheets, and schedules showing all information necessary to fully explain design features, appearance, function, fabrication, installation, and use of system components in all phases of operation.
2. Show components, assemblies, connections, attachments, and anchorage.
3. Show fabrication and installation details. Distinguish between factory and field work.
4. Include clearances, spacing, and relation to adjacent construction in plan.
5. Include plans, elevations, Sections, attachments, and work by other trades.
6. Show system layouts, room locations, clearances, spacing, and relationship to adjacent construction.
7. Include wiring diagrams when applicable.
8. Indicate seismic bracing and fastening requirements.
9. Submit Shop Drawings for approval before beginning any fabrication, installation, or erection.

D. Coordination Drawings: Project-specific Coordination Drawings, indicating the following items drawn and coordinated with each other. Include information required by Installers of each item in order to coordinate the Work. Include the following:

1. Relationship of items shown on separate Shop Drawings.
2. Dimensions and required clearances of adjacent or related work.
3. Order of assembly of separate items.
4. Information required for interface with other trades and components, including mechanical, electrical, and communication work.

E. Product Schedule:

1. Use designations indicated in Drawings.

2. Include room locations, dimensions, accessories, finishes, and project-specific notes.

F. Verification Samples:

1. Exposed Finishes and Finish Materials: Not less than 4 inches (102 mm) x 4 inches (102 mm), for each type, color, pattern, surface, and material selected.

G. Field Quality Control Reports: Documenting inspections and demonstrations of installed products and equipment.

H. Closeout Submittals:

1. Operation and Maintenance Data: For adjusting, repairing, cleaning, and replacing components and accessories.

2. As-Built Drawings: For completed work.

3. Warranty: Submit Manufacturer's warranty.

1.6. QUALITY ASSURANCE

A. Source Limitations: Obtain all products through a single source from a single approved Manufacturer providing a comprehensive material and installation package.

B. Electrical Components: Listed and labeled per NFPA 70, Article 100 by testing agency acceptable to authorities having jurisdiction.

C. Curtain and Rigging Systems, Manufacturer Qualifications: Minimum 5 years' experience in design and manufacturing of similar products on projects of similar size, scope, and complexity, and with production capacity to meet construction and installation schedule.

1. Theatrical rigging systems are specialized overhead lifting systems. Due to the highly specialized nature of theatrical rigging equipment and the safety requirements of the equipment, the rigging products provided for this work shall be the products of a single rigging Manufacturer for quality, consistency, and ease of integration. Accessory items, such as wire rope, fittings, and curtain tracks, may be sourced from other specialty Manufacturers.

2. The rigging Manufacturer shall have the following programs in place:

A. The Manufacturer shall have a product testing program, including determination of recommended working loads for products based on destructive testing and review by a licensed engineer.

B. The Manufacturer shall carry primary product and general liability insurance of $2,000,000 each, with excess liability coverage of $10,000,000, and a Contractors Professional Liability policy with $2,000,000 coverage.

D. Rigging Systems Installer Qualifications: Manufacturer's authorized representative, trained and approved for installation of units required for this project.

1. The Rigging Contractor shall be an approved rigging Manufacturer or an authorized representative or dealer of an approved Manufacturer. The Contractor shall have been installing stage rigging systems for a period of 5 years or more and shall have completed at least ten installations of this type and scope. The AHJ shall be the final judge of the suitability of experience.

2. The Rigging Contractor shall employ an Entertainment Technician Certification Program (ETCP) Certified Theatre Rigger. A Certified Rigger shall be either the project manager or site foreman and be responsible for the overall project including the layout, inspection, and onsite user

training. Contractor shall maintain valid ETCP certification for the entirety of this project.

E. Minimum Standards of Safety:

1. Cables and Fittings: 8:1 Safety Factor.
2. Cable D/d ratio: Sheave tread diameter is the minimum D/d ratio per the "Wire Rope User Manual" or recommended by the wire rope Manufacturer.
3. Tread Pressures:
   A. 500 pounds. for cast iron.
   B. 900 pounds. for Nylatron.
   C. 1000 pounds. for steel.
4. Maximum Fleet Angle: 1-1/2 degrees.
5. Steel: 1/5 of yield strength or per AISC Specification.
6. Bearings: Two times required load at full speed for 2000 hours.
7. Bolts: Minimum SAE J429 Grade 5 (ISO R898 Class 8.8), zinc plated.
8. Motors: 1.0 NEMA Service Factor.
9. Gearboxes: 1.25 Mechanical Strength Service Factor, 1.0 Gearing Service Factor.

1.7. DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in Manufacturer's original unopened containers with Manufacturer's labels attached.

B. Do not deliver components until spaces to receive them are clean, dry, and ready for their installation. Ship to jobsite only after rough-in, painting, and other finishing work have been completed, and installation areas are ready to accept work.

C. Handle and install materials to avoid damage.

1.8. PROJECT CONDITIONS

A. Environmental Limitations:

1. Do not deliver or install materials until spaces are enclosed and weather-tight, wet work in spaces is complete and dry.
2. HVAC system must be operating and maintaining ambient temperature at occupancy levels during the remainder of the construction period.

B. Field Measurements: Contractor verify field measurements indicated on Shop Drawings. Where measurements are not possible, provide control dimensions and templates.

1. Coordinate installation and location of blocking and supports as requested.
2. Verify openings, clearances, storage requirements, and other dimensions relevant to installation and final application.
3. Coordinate locations of electrical junction boxes.

C. Ensure that products of this Section are supplied to affected trades in time to prevent interruption of construction progress.

1.9. WARRANTY

A. Special Warranty: Submit Manufacturer's written warranty to repair or replace components that fail in materials or craftsmanship during warranty period.

B. Exclusions:

1. Damage from deliberate destruction and vandalism is excluded.
2. Accident or damage caused by external factors, including but not limited to, fire, flood, earthquake, or other acts of God;

C. Special Requirements for Rigging Systems:

1. Warranty is contingent upon the annual inspection of the equipment and training in its users by an Entertainment Technician Certification Program (ETCP) Certified Theatre Rigger. Annual inspections must adhere to the ANSI E1.47 – Recommended Guidelines for Entertainment Rigging System Inspections.

D. Warranty Periods:

1. Stage Drapery: 1 year from the date of Substantial Completion.
2. Stage Rigging: 3 years from the date of Substantial Completion.
3. Motorized Rigging Control: 1 year from the date of Substantial Completion.

2. PRODUCTS

2.1. MANUFACTURERS

A. Acceptable Manufacturer: Wenger Corporation, Owatonna, MN

1. Phone: 800-493-6437
2. Email: info@wengercorp.com
3. Web: www.wengercorp.com

B. Substitutions: Not permitted.

C. Requests for substitutions shall be considered in accordance with the provisions of Section 01 60 00 - Product Requirements.

1. Manufacturers seeking approval shall submit the following:
   A. Product data and proposed graphic/Drawing layout for this project.
   B. Project references: Minimum of 5 installations not less than 3 years old, of comparable size, scope, and complexity of this project, complete with Owner contact information.
   C. A listing of 10 equivalent installations, including:
      1. Name, address, and telephone number of the Owner.
      2. Name, address, and telephone number of Architect.
      3. Scope of work.
   D. Evidence that the Manufacturer has been in business for a minimum of 10 years manufacturing stage equipment.
   E. A brief written description of the Manufacturer's operation, including facilities, financial capabilities, and experience of key personnel.
   F. Sample warranty.
2. Submit a substitution request not less than required days prior to bid date.
3. Approval shall be indicated by issuance of written Addendum.
4. Manufacturers' products that are either listed as pre-approved in these Specifications or who have been granted approval as an alternate must still demonstrate all of the material performance and operational characteristics required by this Section.

2.2. MATERIALS

A. Structural Steel Plates and Bars: ASTM A-36.

B. Steel Pipe: ASTM A-53 Grade B.

C. Iron Casting: ASTM A-48.

D. Aluminum Extruded Bars, Profiles, and Tubes: ASTM B221.

E. Anchors and Fasteners:

1. Factory Provided: Material, type, and size recommended by Manufacturer for secure anchorage to substrate.

2. Field Installed: Manufacturer-recommended fasteners furnished by Contractor as required for substrate and project requirements.

3. Externally threaded fasteners shall not be less than SAE J429 Grade 5 or ISO R898 Class 8.8 rating.

4. Internally threaded fasteners shall not be less than SAE J995 Grade 5 rating.

5. Bolts in tension shall have nuts of corresponding grade of material.

2.3. Fire Curtain Systems

A. Unframed Manual Straight Lift Curtain

1. Rigging:

A. Hydraulic Dash Pot:

1. Provides 10 feet (3.0 m) of dampening using a double-purchased 5-foot (1.5 m) piston.

2.4. Rigging Equipment Systems

A. Counterweight Rigging Equipment:

1. Locking Rail:

A. Single Purchase Locking Rail:

1. Rope locks and index cards shall be mounted on a formed steel angle no smaller than 3.5 inches x 5 inches x 1/4- inches (88.9 mm x 127 mm x 6.4 mm).

2. The onstage edge of the rail shall be sloped and punched to receive formed clips that hold index cards centered on the installed sets. Provide one numbered plastic write-on card for each installed set.

3. Stanchions made from 1/2-inch x 3-inch (12.7 mm x 76.2 mm) flat bar shall be provided on 60-inch (1524 mm) (maximum) centers.

4. The entire locking rail shall be designed and installed to withstand a minimum up load of 500 pounds per foot (226.8 kg per 304.8 mm) per AISC standards.

5. If the counterweight system has a mobile capstan winch, provide a reaction bar to the front of the locking rail capable of supporting the reaction load of the mobile capstan winch.

B. Gallery Locking Rail:

1. Rope locks and index cards shall be mounted on a formed steel angle no smaller than 3.5 inches x 5 inches x 1/4 inch (88.9 mm x 127 mm x 6.4 mm).

2. The onstage edge of the rail shall be sloped and punched to receive formed clips which hold index cards centered on the installed sets. Provide one numbered plastic write-on card for each installed set.

3. Stanchions made from 2-inch (50.8 mm) steel square tube shall be provided on 60-inch (1542 mm) (maximum) centers. They shall be long enough to anchor to the edge of the gallery. A continuous 3 1/2-inch x 2 1/2-inch x 1/4-inch (76.2 mm x 50.8 mm x 6.35 mm) angle shall help anchor the rail to the gallery and serve as a toeboard.

   A. Expanded metal mesh shall be provided between the stanchions.

   B. Metal mesh shall be capped with metal to prevent cuts and shall stop 6 inches below the bottom of the locking rail.

C. Rope Lock:

1. Standard Rope Lock:

   A. The rope lock shall consist of an ASTM A536 ductile iron housing, cams, and a handle. The cams shall compress the rope, not bend it over tight radius corners that reduce its strength. The housing shall allow the use of a standard padlock to hold the handle in its closed position.

   B. In order to reduce noise during operation, there shall be a rubber bumper in the housing to silence the handle when it is opened. The dogs that grip the rope shall be machined to fit closely to reduce noise and not use washers.

   C. Adjustment for rope shall be from 5/8-inch to 1-inch (15.9 mm to 25.4 mm) using a 1/2-inch (12.7 mm) nylon tipped, socket head adjustment screw with lock nut at the rear of the housing.

   D. The handle shall be 9 inches (228.6 mm) long with a nylon powder or vinyl dip coating. The handle shall be installed so that it passes two degrees past vertical to lock the hand line.

   E. A coated, oval, welded steel ring shall be provided as a safety lock.

   F. The housing shall accommodate a padlock having a maximum 3/8-inch shackle diameter to securely lock off the line set when necessary.

   G. The rope lock shall mount to the locking rail with four 3/8-inch (9.5 mm) hex bolts and lock nuts.

D. Mobile Capstan Hoist:

1. The capstan hoist shall have a capacity of 1500 pounds (680.4 kg) and an operating speed of approximately 35 fpm (0.17 mps). It shall consist of a structural steel, castered frame with a 4-inch (101.6 mm) tread diameter, cast iron capstan drum, directly coupled to the output of the gearbox.

2. The motor, primary brake, and gearbox shall be an integrated unit, with the first stage pinion gear mounted

directly on the motor's armature shaft. No couplings shall be permitted between the motor and gear reducer.

3. Motors shall be totally enclosed fan cooled (TEFC). The motor shall have a minimum NEMA service factor of 1.0 for constant operation.

4. The gear reducer shall be a combination Helical/Worm reducer. The gear case shall be cast iron for protection against shock damage. The output shaft(s) shall have double lip oil seals to prevent leaks. The gearing service factor shall be a minimum of 1.0 with a mechanical strength service factor of 1.25.

5. The primary brake shall be an integral part of the motor, mounted directly on the motor's armature shaft. Brakes shall be spring applied, direct acting, electrically released, and equipped with a manual release.

6. The mobile dolly base shall be equipped with stationary casters in front and swivel casters in the rear. A 3-inch x 3-inch x 3/8-inch (76.2 mm x 76.2 mm x 9.52 mm) angle in front shall engage the reaction bar in the locking rail. A forged cleat permits cable tie-off, and a hook provides storage for power and control cables. A side opening gate block shall protrude into the locking rail.

7. The unit shall incorporate a full voltage reversing starter with overload, a footswitch to control motion, and an Up / Down direction selector. Unit shall be equipped with 40 feet of type SO power cord with a locking electrical connector and mating receptacle.

8. Provide 150 feet (45.7m) of 3/4-inch (19.1 mm) SureGrip rope with a latching hook spliced in one end.

2. Arbors:

A. Single Purchase Arbor (Seismic):

1. Spreader plates shall be captured by the arbor rods and the back bar. They are located as normal with additional plates added inside at the arbor top and bottom. The top and bottom plates are held in place using the inner arbor rod nuts.

2. The spreader plates are 7-gauge (4.7 mm) thick minimum and notched to ride around the edges of tee or J-guides without rubbing in order to keep the arbors attached to the guides if the arbor guide shoes are damaged during a seismic event.

3. The bottom spreader plate shall be equipped with counterweight rests to keep the weights from resting on the inner arbor rod nuts.

4. If the counterweight system incorporates a mobile capstan winch, provide a 3/4-inch heavy pattern eye nut to the bottom of the front arbor rod.

3. Hand Lines:

A. Hand Line - Multiline II: Provide Multiline II hand line as specified.

1. Hand line shall employ a 3-strand composite construction combining filament and staple/spun polyester wrapped around fibrillated polyolefin.

2. The rope shall hold knots well, be easily spliced, and be dense enough to allow it to be clamped in a rope lock without damage.

3. Rope shall not be subject to rotting, mildew, resistance to UV, or moisture damage, nor shall its length be affected by changes in humidity.

4. Tape ends before cutting. Attach to the arbor with two half hitches or a bowline, and tape the end to the standing line with electrical tape.

5. Hand lines shall be Multiline II rope.

B. Motorized Rigging Equipment:

1. General:

A. Systems that do not comply with ANSI E1.6-1 shall not be considered acceptable.

2. Counterweight Assist Hoisting System:

A. Basis of Design: J.R. Clancy PowerAssist Hoist

B. The single axis hoist shall be used to motorize counterweight rigging sets.

1. The hoist shall be of a compact design with all required components integrated into its structure. It shall be floor mounted in place of a floor block and rope lock. Its starter and control mount to the locking rail.

2. The hoist assembly shall be less than 12 inches (305 mm) wide and be able to automate a set that is located between counterweight sets on 6-inch (152.4 mm) centers or greater.

3. Single axis hoists shall have a speed of 25 feet per minute (0.13 mps) with a total line set capacity of 2,000 pounds (907 kg). The hoist shall handle an out of balance load equal to 50 percent of the set capacity. The counterweight arbor shall be permanently loaded to 50 percent of the set capacity. The counterweight in the arbor shall be banded in place, and a method to impede the installation of additional counterweight provided. A sign shall be provided warning the user not to adjust the weight in the arbor.

4. All components shall be designed to properly support the required loads.

C. Motor, Gearbox and Brake:

1. A motor, gear reducer and primary brake shall be provided. Motors shall be totally enclosed fan cooled (TEFC) per NEMA MG1.

2. The gearmotor shall have a minimum service factor of 1.0 and be provided with seals to effectively prevent leaks.

3. Brakes shall be spring applied, direct acting, electrically released, and equipped with a manual release. The brake shall be an electro-magnetic unit with a minimum retarding torque of 200 percent of motor full load torque. The brake shall be released by energizing the coil

simultaneously with the motor winding to provide fail-safe braking in case of power failure.

D. Drive Medium:

1. The drive medium shall allow the use of a counterweight set head block without modification and shall be positively driven in a manner that shall allow repeatable positioning.

2. The drive medium shall have a minimum design factor of 10:1.

3. Roller chains shall have a double leaf construction. UHMW chain guides shall be provided to ensure positive engagement of the chain and sprockets, even with slack in the drive chain.

4. The portion of the drive medium that runs on the head block shall operate at the same pitch diameter as the lift lines so that they operate at the same speed, to avoid excessive cable wear and "jumping" caused by differing speeds.

E. Limit Switches:

1. Rotary limit switch assemblies shall have four gear-driven, independently adjustable switch/cam sets. Switches shall have snap acting contacts.

2. Rotary limit switches shall be driven directly or by roller chains. If roller chains are used, sprockets shall be pinned to prevent slipping and sized for maximum usable rotation of switch cams. The input shaft and drive chain shall be fully guarded.

3. Hoists shall have two positively actuated limit switches for normal end of travel indication. These switches shall open the control circuit in the drive or starter to stop any further movement in the direction of travel.

4. Two positively actuated limit switches shall be provided for overtravel indication. These shall use a separate circuit that is redundant to the normal end of travel switches, and positively disconnects power from the hoist, using a UL 508E Type 2, non-welding, positive break contactor.

5. An override mechanism to allow resetting of the overtravel limits shall be included in the drive cabinet.

   A. While the override mechanism is activated, it shall only be possible to move the batten/load away from the tripped overtravel limit switch towards the normal end of travel limit switch.

6. Limit switches shall be set to match actual site conditions.

7. Switches shall be mounted to the winch base to allow for easy adjustment of the switch settings.

F. Fixed Speed Motor Controllers:

1. For fire and electrical safety, motor controllers shall conform to the NEC (NFPA 70), be built in accordance with UL 508E, and be "touch safe" per IEC 60204-1 "Protection against direct contact" rules.

2. Controllers shall be wired so that operation of the normal end of travel limit switches shall only allow movement away from the limit switch. Operation of an overload limit switch shall open the line contactor and shall not allow further movement in either direction.

3. A spring return toggle switch shall be housed inside the starter cabinet to allow override of the overtravel limits for resetting purposes.

A. When the override mechanism is engaged, it shall only be possible to move the batten towards the normal end of travel limit switch.

4. The controller shall be sized to match the hoist motor horsepower. Overload and overcurrent protection shall conform to UL and NEC requirements.

G. Control Station:

1. Control stations shall be contained in the hoist assembly, and contain hold to operate (dead man) Up and Down pushbuttons for each hoist. A key operated On / Off switch shall be provided.

2. A red, mushroom head emergency stop pushbutton shall be provided, which shall disconnect power to the winch through a circuit meeting NFPA-79 (Electrical Standards for Industrial Machinery) requirements.

3. A "Service" indicator shall be provided to alert the user when regular system service is required.

4. Panel components (pushbuttons, key switches, switches, indicators, E-stop switches, and the like) shall be industrial-grade units.

C. Battens:

1. Truss Battens.

A. Two pipe truss battens shall be in lengths as shown on the Drawings or Bill of Materials. Truss battens shall be formed from two 1.5-inch (38.1 mm) nominal diameter, schedule 40 pipes, spaced 12 inches (304.8 mm) apart by 1/4-inch by 2-inch (6.4 mm x 50.8 mm) flat bars located a maximum of 60 inches (1520 mm) apart and welded between the pipes. All joints shall be spliced with 18-inch (457.2 mm) long close fitting internal sleeves with 9 inches (228.6 mm) extending into each pipe and held by two 3/8-inch (9.52 mm) hex bolts and half-height lock nuts on each side of the joint.

B. Each end shall be covered with a bright yellow, closed end, soft vinyl safety cap at least 4 inches (101.6 mm) in length.

D. Lift Cables:

1. All lift cables shall be 7 x 19 construction, galvanized utility cable, sized as required, and with breaking strengths as follows:

A. 1/8-inch (3.17 mm) diameter - 2,000 pounds. (907 kg).

B. 3/16-inch (4.77 mm) diameter - 4,200 pounds. (1,905 kg).

C. 1/4-inch (6.35 mm) diameter - 7,000 pounds. (3,175 kg).

D. 5/16-inch (7.94 mm) diameter - 9,800 pounds. (4445 kg).

E. 3/8-inch (9.52 mm) diameter - 14,400 pounds. (6,532 kg).

2. Damaged or deformed cable shall not be used. All wire rope rigging shall be installed so as to prevent abrasion of the wire rope against any part of the building construction or other equipment.

E. Cable Fittings:

1. Cable clips shall conform to wire rope Manufacturer's recommendations as to size, number, and method of installation. Clips shall be drop forged, made in the United States per Federal Specification FF-C-450, Type 1, Class 1. Under no circumstances may malleable cable clips be used in suspension or lifting lines.

2. Swaged sleeve fittings shall be copper Nicopress. Aluminum sleeves are not permitted. Swaged fittings shall be installed per the fitting Manufacturer's instructions, using the appropriate tools, and checked with the appropriate Nicopress "Go - No go" gauge.

3. Eyes shall be formed over galvanized steel, wire rope thimbles of correct size. It is grooved to support the rope or cable and prevent kinking and deformation.

4. Anchor shackles are u-shaped fittings with holes at each end to accommodate a pin used to connect a rope, cable, or chain to another device or hanging point. The pin has a head at one end and a cotter pin at the other end, a thread that screws into the body of the shackle, or a thread, nut and cotter pin at the other end.

2.5. STAGE CURTAINS AND TRACKS

A. Curtain Track Systems:

1. Walk Along Curtain Track:

A. Basis of Design: Automatic Devices Company (ADC) 142 Series Walk-Along Track System.

1. Track shall be 11-gauge (3.18 mm) extruded aluminum I-beam construction consisting of a center rib and top, intermediate, and bottom flanges.

2. Heavy Duty Curved Curtain Track:

A. Track shall be 7-gauge (4.76 mm) extruded aluminum I-beam construction consisting of a center rib and top, intermediate, and bottom flanges.

3. EXECUTION

3.1. EXAMINATION

A. Examine installation areas and mounting surfaces with the Installer present for compliance with the Manufacturer's installation tolerances, including required clearances, floor level, location of blocking and anchoring reinforcements, and other existing conditions that may affect installation or performance.

B. Prepare a written report, endorsed by the Installer, listing conditions detrimental to the performance of the Work. If preparation is the responsibility of another Installer, notify the Architect of unsatisfactory preparation before proceeding.

C. Proceed with installation only after correction of unsatisfactory conditions.

3.2. PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using methods recommended by Manufacturer for achieving best results for substrate under project conditions.

3.3. INSTALLATION

A. Install manufactured units in accordance with Manufacturer's recommendations, approved submittals, and in proper relationship with adjacent construction.

B. Equipment shall be installed by fully trained superintendents and workmen. The Rigging Contractor shall employ currently certified Entertainment Technician Certification Program (ETCP) Certified theatre Riggers. Certified Riggers shall, at a minimum, be used as the project manager and site foreman and be responsible for the overall project, including the layout, inspection, and onsite user training.

C. Equipment shall be installed per plans and specifications. Equipment shall be aligned, adjusted, and trimmed for the most efficient operation, the greatest safety, and for the best visual appearance.

D. Standards: Installation practices shall be in accordance with OSHA Safety and Health Standards and all local codes. All welding shall be performed in full compliance with the latest edition of the Structural Welding Code (ANSI/AWS D1.1).

E. Alignment: Mule blocks, cable rollers, and guides shall be installed, as required, to provide proper alignment, to maintain specified fleet angles, and to prevent contact with other surfaces.

F. Attachments: All equipment shall be securely attached to the building structure.

3.4. INSPECTION AND TESTING OF RIGGING SYSTEMS

A. Inspection: During the installation of equipment, the Rigging Contractor shall arrange for access as necessary for inspection of equipment by the Owner's representatives.

B. System Pre-Testing by Rigging Contractor: On completion of installation, the Rigging Contractor shall conduct a complete test of the system to ensure it is working properly and in conformance with this specification.

C. Completion Testing: Upon completing the installation, the Rigging Contractor shall notify the Owner or Owner's Representative, who shall schedule inspection and testing of the full rigging system. At the time of testing, the Rigging Contractor shall furnish sufficient workers to operate all equipment and to perform such adjustments and tests as may be required by the Owner's representative. All testing equipment and personnel shall be at the Rigging Contractor's expense. Any equipment which fails to meet with approval shall be repaired or replaced with suitable equipment, and the inspection shall be rescheduled under the same conditions as previously specified. At the time of these inspections, no other work shall be performed in the auditorium and stage areas. All temporary bracing, scaffolding, etc. shall be removed to permit full operation of, and access to, all equipment. Final approval shall be withheld until all systems have been thoroughly tested and found to be in full working order and meet the requirements herein.

1. Manual counterweight rigging shall be tested in accordance with ANSI E1.4 "Entertainment Technology Manual Counterweight Rigging Systems".

2. Powered Rigging / Hoist Testing:

B. Hoist shall be tested to ensure proper operation of motor, limit switches and wiring prior to leaving the manufacturing facility.

C. After the hoist has been installed on site, and in accordance with ANSI E1.6-1 hoist shall undergo a static, dynamic and emergency stop test at 100% of the rated load. In addition, each load securing device shall be tested independently at 100% of the rated load.

D. Each hoist shall be operated over five full continuous cycles at 100% of the full working load at full speed and travel distance.

The emergency stop function shall be tested at 100 percent WLL in both the ascending and descending directions.

E. Demonstrate that all over travel limit switches have been correctly set for the actual field conditions of the specific project.

F. If it applies to the project, demonstrate that all position encoders have been correctly set for the actual field conditions of the specific project.

3. Provide written recommendations to the Owner for necessary repairs or changes not included in the warranty. Provide a copy to the rigging equipment Manufacturer and in the Operations Manual.

D. The Owner or Owner's Representative shall witness and sign off on the inspection. A copy of the certificate shall be included in the permanent log turned over to the Owner.

E. Upon completion of the work, the Rigging Contractor shall submit 3 copies of a comprehensive Operating and Maintenance Manual, including record shop Drawings, equipment descriptions, and parts lists. The Rigging Contractor shall provide a safety and instruction class with personnel designated by the Owner to demonstrate and explain the operation and maintenance of the systems.

F. Signage with basic operating instructions and warnings shall be posted in the area where the equipment shall be operated. Signage shall be in conformance with ANSI-Z535.

3.5. FIELD QUALITY CONTROL

A. Inspect installed work to verify compliance with requirements.

1. Verify that electrical work complies with Manufacturer's submittals and written installation requirements.

B. Perform installation and startup checks as recommended by Manufacturer.

C. Prepare inspection reports and submit to Architect.

3.6. CLEANING AND PROTECTION

A. Repair or replace defective work as directed by Architect upon inspection.

B. Clean surfaces. Touch up marred finishes or replace damaged components that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by Manufacturer.

C. Protect installed products from damage, abuse, dust, dirt, stain or paint until completion of project. Do not permit use during construction.

3.7. DEMONSTRATION

A. Train Owner's personnel to adjust, operate, and maintain equipment.

B. Turn over keys, tools, and any operating/maintenance instructions.