

**MOA STIPULATED AGREEMENT  
DEMOLITIONS - 11501 HAWKINS LANE**

**INVITATION TO BID NO. 2024C025**



**Municipality of Anchorage  
Maintenance & Operations  
Capital Projects  
PO Box 196650  
Anchorage, AK 99519**

MUNICIPALITY OF ANCHORAGE  
MAINTENANCE AND OPERATIONS DEPARTMENT  
CAPITAL PROJECTS

**MOA STIPULATED AGREEMENT  
DEMOLITIONS- 11501 HAWKINS LANE**

TABLE OF CONTENTS

**DIVISION 00 – BIDDING REQUIREMENTS AND CONDITIONS OF THE CONTRACT**

<b><u>Section</u></b>	<b><u>No. Pages</u></b>
00 01 00 Cover Page .....	1
00 01 10 Table of Contents.....	1
00 01 15 List of Drawings.....	1
00 11 16 Invitation to Bid.....	2
00 21 13 Bidder Checklist & Responsible Bidder Questionnaire.....	4
00 41 13 Bid Proposal.....	2
00 43 13 Bid Bond.....	1
00 52 13 Contract.....	4
00 61 13 Contract Performance and Payment Bond.....	2
00 62 16 Certificate of Insurance .....	3
00 65 13 Certificate of Compliance .....	1
00 72 13 General Conditions .....	60
00 73 00 Supplementary Conditions .....	2
00 73 36 Equal Opportunity Special Provisions .....	1
00 73 46 State of Alaska Labors & Mechanics Minimum Rates.....	1
01 10 00 Summary.....	4
02 41 16 Structure Demolition.....	8
ARPA Federal Provisions.....	18
Drawings.....	3

## LIST OF DRAWINGS

### GENERAL

G101      PROJECT DATA

### ARCHITECTURAL

A101      DEMOLITION

A102      EXISTING CONDITIONS

# MUNICIPALITY OF ANCHORAGE

## PURCHASING DEPARTMENT

Invitation to Bid

**No. 2024C025**

Sealed bids will be received in accordance with the time schedule shown below by the Municipality of Anchorage at the Purchasing Department, 632 W. 6th Ave., Suite 520, Anchorage, Alaska 99501 for:

### **MOA Stipulated Agreement Demolitions - 11501 HAWKINS LANE**

The Work that is presented in the Bid Proposal for this Contract consists of the complete demolition, nothing to remain. Utility demolition Note 1. - Sewer line to be terminated at the property line. Note 2.- Water line to be terminated at the key box. Note 3. - All other utilities to be coordinated with providers.

ESTIMATED CONSTRUCTION COST: **Between: \$50,000 - \$500,000**

Site Visit: N/A

Pre-Bid Conference: N/A

Questions Due: 12:00 P.M. Local Time, April 9, 2024

Bid Opening: 2:30 P.M. Local Time, April 18, 2024

**All Pre-Bid Conferences and/or Bid Openings may be attended in person or via conference call at this number (907) 343-6089. You may call in five (5) minutes before any scheduled conference. EMAILED BIDS WILL NOT BE ACCEPTED.**

**ALL QUESTIONS SHALL BE SUBMITTED PRIOR TO THE QUESTION DUE DATE THIS WILL BE THE FINAL OPPORTUNITY TO ASK QUESTIONS OR REQUEST CLARIFICATIONS.**

Requests for interpretation or clarification of the bidding Documents shall be made in writing to the Purchasing Office ([wwpur@muni.org](mailto:wwpur@muni.org)). Please reference the Invitation to Bid Number & Project Title. Do not contact the specified department directly.

To maintain the project schedule, Interpretations, corrections, or changes to the Bidding Documents shall be made by Addendum and shall not be binding unless included in the Addendum. It is your responsibility to periodically check the website for addenda.

At the above indicated time, the bids will be opened publicly and read. Bids must be received by the Purchasing Officer prior to the time fixed for opening of the bids to be considered. Time of receipt will be as determined by the time stamp in the Purchasing Office, Suite 520.

The Municipality of Anchorage reserves the right to reject any and all bids and to waive any informalities in the bids. No bidder may withdraw his bid after the hour set for the opening of bids or before the award of contract unless said award is delayed for a period exceeding sixty (60) days from the time of the opening.

The Municipality shall not be responsible for bid preparation costs, nor for costs, including attorney fees, associated with any (administrative, judicial or otherwise) challenge to the determination of the lowest responsive and responsible bidder and/or award of contract, and/or rejection of bids. By submitting a bid, each bidder agrees to be bound in this respect and waives all claims to such costs and fees.

Contracts shall be awarded by written notice issued by the Purchasing Officer to the lowest responsive and responsible bidder; however, preference will be given to local bidders in compliance with Anchorage Municipal Code Section 7.20.040.

The Municipality of Anchorage assumes no responsibility for any interpretations or presentations made by any of its officers or agents unless such interpretations or presentations are made by written addendum to this Invitation to Bid.

Bonding Requirements are per MASS/MASS B or as per special provisions

**THE MUNICIPALITY OF ANCHORAGE IS AN “EQUAL OPPORTUNITY EMPLOYER”**

PUBLISH ONE TIME

Date: April 3, 2024

Senior Buyer Assigned to this Project:  
Jared Brunelle



---

Chris Hunter  
Deputy Purchasing Director

## **BIDDER'S CHECKLIST** **INSTRUCTION TO BIDDER**

### **I. GENERAL:**

Bidders are advised that notwithstanding any instructions or implications elsewhere in this Invitation to Bid only the documents shown and detailed on this sheet need be submitted with and made part of their bid. Other documents may be required to be submitted after bid time, but prior to award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet shall be justification for rendering the bid nonresponsive. Evaluation of bids for responsiveness shall be accomplished in accordance with Anchorage Municipal Code, Title 7.

### **II. REQUIRED DOCUMENTS FOR BID**

**NOTE:** "Only the following listed items as marked with an "X" are required to be completely filled out and submitted with the bid."

- Bid Proposal consisting of two (2) pages numbered 00 41 13-1 through 00 41 13-2. Bid Proposal Page 2 **must** be manually signed.
- Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.
- Bid Bond, certified check, cashier's check, money order or cash shall be submitted with the bid in the amount indicated.
- All Addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid opening in accordance with Anchorage Municipal Code 7.20.020C.
- Certificate of Insurance (COI) **MUST** be submitted with the bid.
- A copy of your Business License **MUST** be submitted with bid.
- A copy of your SAM report (**if available**) should be submitted with bid.
- Your SAP vendor number (**if available**) should be submitted with bid.
- Federal Provisions:
  - Appendix B:** Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
  - Appendix C:** Certification Regarding Lobbying
  - Appendix D:** DBE Subcontractor Utilization Form and Subcontractor Performance Forms consisting of four pages, **must be filled out and manually signed.**

\*Note: even if no subcontractors are to be utilized, Appendix D forms must be submitted with bid.
- In accordance with AO No. 2019-130 (S), Anchorage Municipal Code 7.20.030 and 7.20.070, Contractor Questionnaire consisting of three (3) Pages, Prime Contractor Form Filled out by Prime Contractor **and** all known subcontractors.

**NOTICE:** As of December 3, 2019, there are new requirements for determining contractor responsibility. Please review AO NO. 2019-130 (S), AMC 7.20.030 and 7.20.070, and the attached Contractor Questionnaire before submitting a bid.

### **III. REQUIRED DOCUMENTS AFTER BID OPENING**

The following documents are required within five (5) working days of notification by the Purchasing Office. Failure, in whole or in part, to submit the documents required below shall be grounds to determine the Bidder as non-responsible.

**Municipality of Anchorage  
Contractor Questionnaire**

---

Contractors/Vendors wishing to qualify for award of a bid or proposal offered by the Municipality of Anchorage shall submit this completed form and any supplemental information requested by this form within five days following a request by the Purchasing Officer.

This form is to be filled out by the prime, and subcontractors that perform work "on-site". On-site is defined as the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project.

Contractor/Vendor Name: \_\_\_\_\_

Owner(s) of Company (if sole proprietorship or partnership): \_\_\_\_\_

---

List all Alaska construction contractor's registration numbers, registration types and expiration dates of the Alaska business licenses held by your company in the past three years:

---

---

Has your company changed names, business license number, or contractor registration number in the past three years?

Yes       No

If "Yes," explain on a separate signed page, including the reason for the change.

Has any owner, partner or (for corporations) officer of your company operated any business offering similar services outlined in the bid or proposal under any other name in the past three years?

Yes       No

If "Yes," explain on a separate signed page, including the reason for the change.

**Certifications & Disclosures**

For these questions & certifications, "company" includes any entity that shares or has shared majority ownership or control with your company. "Determination of violation" includes any citations, orders or recommendations issued to or against the company.

**Debarment**

1. In the last three years has your company been debarred from bidding on, or being awarded, a state or federal project?

Yes       No



**Occupational Safety & Health**

**Note: Only willful violations of state or federal occupational safety and health laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.**

2. In the last three years has your company been determined to have committed a **willful violation** of state or federal occupational safety and health law? For purposes of this question, a state or federal occupational safety and health law includes laws enforced by the Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state’s occupational safety and health agency.

Yes       No

3. In the last three years, has the federal Occupational Safety and Health Administration (OSHA), Alaska Occupational Safety and Health (AKOSH), or another state’s occupational safety and health agency, made a determination of violation against your company?

**Note: If you have filed an appeal of a citation and the appropriate appeals board has not yet ruled on your appeal, you need not include information about it.**

Yes       No

If “Yes,” attach a separate signed page describing each citation.

**Wage & Hour**

**Note: Only willful violations of state or federal wage and hour laws will result in disqualification; disclosure of other violations does not lead to automatic disqualification.**

4. In the last three years has your company been determined to have committed a **willful violation** of state or federal wage and hour law?

Yes       No

5. In the last three years has there been a determination of violation of wage and hour laws against your company? Wage and hour violations include failure to pay minimum wages, overtime, or prevailing wages.

Yes       No

If “Yes,” attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

**Unemployment Insurance & Workers’ Compensation**

6. In the last three years has there been a determination of violation of unemployment insurance or workers’ compensation requirements against your company?

Yes       No

If “Yes,” attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

**Licensing & Registration**

7. If a license or certificate of fitness is required to perform any services provided by your company, has there been a determination of violation of any certificate of fitness requirements against your company in the last three years?

Yes       No

If “Yes,” attach a separate signed page describing each violation, identifying the claim by claimant, date, and status/outcome.

**Subcontracting**

8. I certify that all independent subcontractors engaged by my company meet the definition of an independent contractor under Alaska Statute 23.30.230.

Yes       No

9. I understand that my company is responsible for ensuring that each subcontractor my company uses on the project completes this form and associated documentation. I will submit any disclosures required by Anchorage Municipal Code.

I understand

10. I understand that my company is responsible for providing this form and any associated documentation for each subcontractor hired after award within 30 days of hire, and that the subcontractor may not begin work on the project until such information is provided.

I understand

11. I understand that my company is responsible for ensuring that if any event, such as a violation or loss of coverage, causes the information submitted by the subcontractor to change, the subcontractor shall submit updated certifications or disclosures within 30 days of occurrence to the department contract administrator.

I understand

I declare under penalty of perjury that the foregoing is true and correct.

Dated: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed name and title)

Right to Appeal: Anchorage Municipal Code provides that any person adversely affected in connection with the award of a municipal contract, including the Municipality’s determination on responsibility, may request that the mayor or assembly refer the matter to the bidding review board.

BID PROPOSAL  
(CERTIFICATION)

TO: MUNICIPALITY OF ANCHORAGE \_\_\_\_\_, 2024  
PURCHASING DEPARTMENT  
632 W. 6TH AVENUE, SUITE 520  
ANCHORAGE, ALASKA 99501

**SUBJECT: Invitation to Bid No. 2024C025**

**PROJECT TITLE: MOA Stipulated Agreement Demolitions- 11501 HAWKINS LANE**

Pursuant to and in compliance with subject Invitation to Bid, and other bid documents relating thereto, the bidder hereby proposes to furnish all labor and materials and to perform all work for the construction of the above referenced project in strict accordance with the bid documents at the prices established in the Bid Proposal, page **BP- 00 41 13 – 1 through BP- 00 41 13 - 2** submitted herewith.

The bidder agrees, if awarded the contract, to commence and complete the work within the time specified in the bid documents.

**BASIC BID; LUMP SUM:** \$ \_\_\_\_\_

The bidder acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Addenda No. \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Addenda No. \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Addenda No. \_\_\_\_\_

Enclosed is a Bid Bond in the amount of \_\_\_\_\_.  
(Dollar Amount or Percentage of Bid)

Type of Business Organization

The bidder, by checking the applicable box, represents that it operates as ( ) a corporation incorporated under the laws of the State of \_\_\_\_\_, ( ) an individual, ( ) an LLC, ( ) a partnership, ( ) a nonprofit organization, or ( ) a joint venture. If a partnership or joint venture, identify all parties on a separate page.

**Is this project Federally Funded?**

**Yes**   
**No**

\_\_\_\_\_  
Company Name

BID PROPOSAL  
(CERTIFICATION)  
Continued

**SUBJECT: Invitation to Bid No. 2024C025**

**PROJECT TITLE: MOA Stipulated Agreement Demolitions- 11501 HAWKINS LANE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alaska Contractor's License Number

\_\_\_\_\_  
Company Name (Printed)

\_\_\_\_\_  
Employer's Tax Identification Number

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Company **Mailing** Address

\_\_\_\_\_  
Company Phone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Fax Number

\_\_\_\_\_  
Company **Physical** Address  
(if different from mailing address)

\_\_\_\_\_  
Company Email Address

\_\_\_\_\_  
City, State, Zip Code

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
\_\_\_\_\_ a corporation organized under the laws of the \_\_\_\_\_  
\_\_\_\_\_ and authorized to transact surety business in the  
State of Alaska, of \_\_\_\_\_  
as Surety, and held and firmly bound unto the MUNICIPALITY OF ANCHORAGE, as  
Obligee, in the full and just sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars,  
lawful money of the UNITED STATES, for the payment of which sum, well and truly to  
be made, we bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents. WHEREAS, the said Principal is  
herewith submitting its proposal for \_\_\_\_\_  
\_\_\_\_\_

The condition of this obligation is such that if the aforesaid 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.

Signed, sealed, and delivered \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS AS TO PRINCIPAL:

\_\_\_\_\_

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Signature

(AFFIX CORPORATE SEAL)

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_

\_\_\_\_\_  
Surety Business Address

(AFFIX SURETY SEAL)

By \_\_\_\_\_  
(Attorney-In-Fact)

# CONTRACT

Invitation to Bid No. **2024C** \_\_\_\_\_

Contract No. **C-2024** \_\_\_\_\_

NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check appropriate box:

Incorporated in the State of

MUNICIPALITY OF ANCHORAGE, acting through \_\_\_\_\_ (hereinafter the Owner).

Contract for \_\_\_\_\_

**BID SCHEDULES**

**ITEMS**

**PLAN SHEET**  
**FILE NUMBERS**

**AMOUNT**

\$ \_\_\_\_\_

Total Amount : \$ \_\_\_\_\_

THIS CONTRACT, entered into by the MUNICIPALITY OF ANCHORAGE, ALASKA, acting through the Owner named above, and the individual, partnership, or corporation named above, hereinafter called the Contractor, WITNESSETH that the parties hereto do mutually agree as follows:

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 the Contract Documents.

## CONTRACT DOCUMENTS

- I. This CONTRACT consisting of 4 pages.
- II. The Bid Proposal Section \_\_\_ consisting of \_\_\_ pages numbered as \_\_\_, **as contained in ITB 2024C\_\_\_\_\_**.
- III. The Contract Performance and Payment Bond \_\_\_\_\_.
- IV. The Contractor's Certificate of Insurance Dated \_\_\_\_\_.
- V. Municipality of Anchorage Standard Specifications dated 2015 (MASS) Incorporated by Reference, **as contained in ITB 2024C\_\_\_\_\_**.
- VI. Specifications consisting of the following:  
Supplemental Provisions Section \_\_\_\_\_ consisting of \_\_\_\_\_ pages, with attachments Exhibit A through F, **as contained in ITB 2024C\_\_\_\_\_**.
- VII. Equal Opportunity Special Provisions and Forms Section \_\_\_\_\_ consisting of \_\_\_\_\_ pages, **as contained in ITB 2024C\_\_\_\_\_**.
- VIII. Disadvantaged/Women-Owned Business Enterprise (DBE/WBE) Specification Section \_\_\_\_\_ consisting of \_\_\_\_\_ pages, **as contained in ITB 2024C\_\_\_\_\_**.
- IX. The Laborers' and Mechanics' Minimum Rates of Pay dated September 1, 2015 Section \_\_\_\_\_ consisting of \_\_\_\_\_ pages, **as contained in ITB 2024C\_\_\_\_\_**.
- X. Submittal List Section \_\_\_\_\_ consisting of \_\_\_\_\_ page, **as contained in ITB 2024C\_\_\_\_\_**.
- XI. The Drawings consisting of \_\_\_\_\_ sheets numbered \_\_\_\_\_, **as contained in ITB 2024C\_\_\_\_\_**.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Contract Date entered below.

MUNICIPALITY OF ANCHORAGE, ALASKA

VENDOR \_\_\_\_\_

BY \_\_\_\_\_  
Signature

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Purchasing Officer or designee  
Title

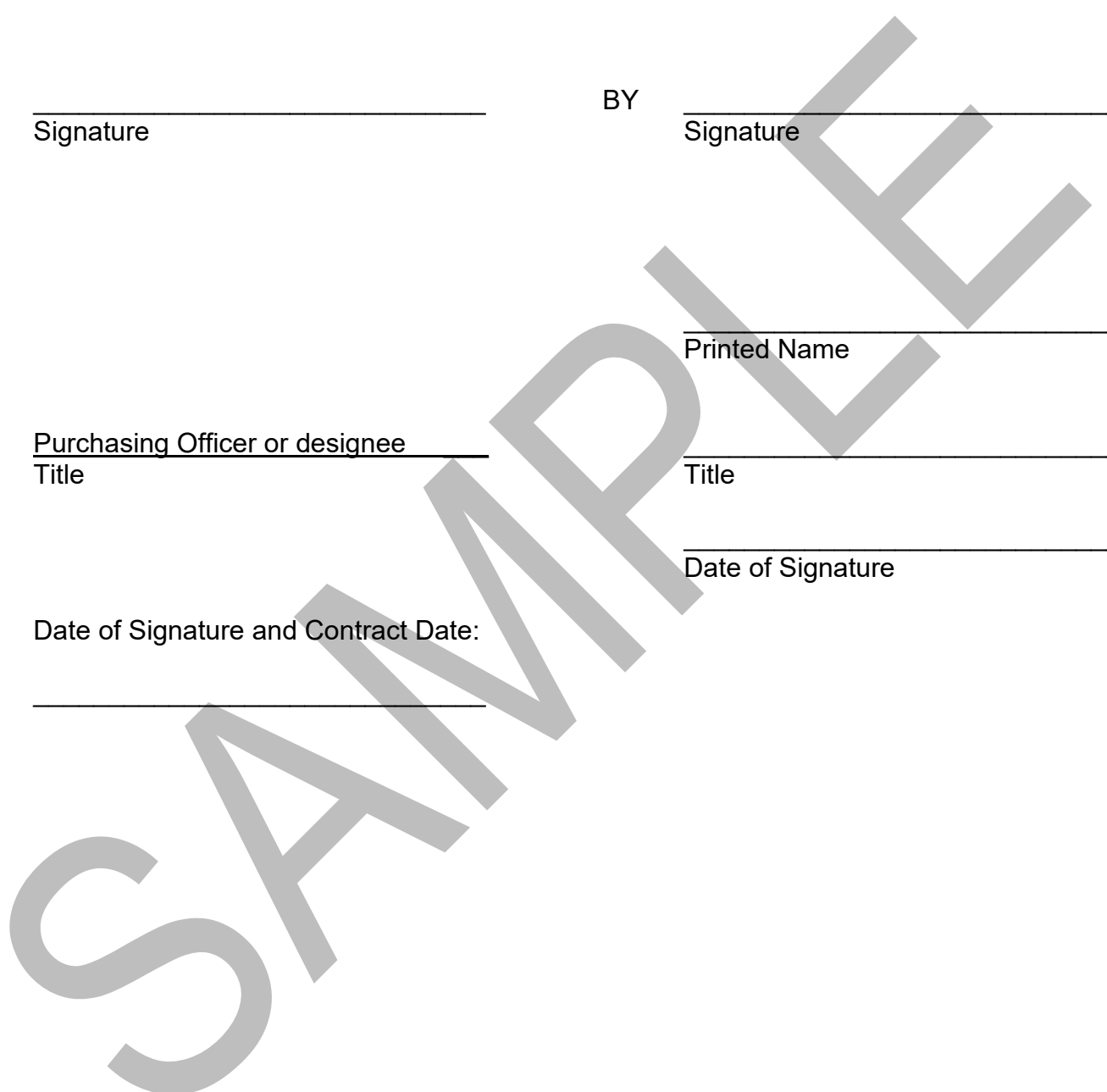
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

Date of Signature and Contract Date:

\_\_\_\_\_





**CONTRACT AND PERFORMANCE AND PAYMENT  
BOND SIGNATURE INSTRUCTIONS**

1. The full name and business of the Contractor shall be inserted on Page 1 of the Contract and on the Performance and Payment Bond, hereinafter the Bond.
2. Two copies of the Contract and the Bond shall be manually signed by the Contractor. If the Contractor is a partnership or joint venture, all partners or joint ventures shall sign the Contract and the Bond except that one partner or one joint venturer may sign for the partnership or joint venture when all other partners or joint venturers have executed a Power-of-Attorney authorizing one partner or joint venturer to sign. The Power-of-Attorney shall accompany the executed contract and the Bond.
3. If the Contractor is a corporation, the President of the corporation shall execute the Contract and the Bond unless a Power-of-Attorney or corporate resolution shall accompany the executed Contract and Bond.
4. The Bond shall be returned to the Purchasing Division undated. The Contract Date shall be inserted on the Contract when the Municipality signs the Contract and the Bond shall be dated the same as the Contract Date.

SAMPLE

# CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
a corporation organized under the laws of the \_\_\_\_\_  
\_\_\_\_\_ and authorized to transact surety business in the State of Alaska,  
of \_\_\_\_\_  
as Surety, are held and firmly bound unto the MUNICIPALITY OF ANCHORAGE, as Obligee, in the full and  
just sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, lawful money of the UNITED STATES, for the payment  
which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal has entered into a certain  
contract dated the \_\_\_\_\_ date of \_\_\_\_\_ 20 \_\_\_\_\_, with the Obligee for the  
construction of \_\_\_\_\_  
\_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at  
length herein.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants,  
terms, conditions, and agreements of said contract, and shall promptly make payments to all persons  
supplying labor and material in the prosecution of the work provided for in said contract, during the original  
term of said contract and any extensions of modifications thereof that may be granted by the Municipality, with  
or without notice to the Surety, then this obligation to be void; otherwise to remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform  
any work or labor or furnish any material in the execution of said Contract and may be sued on thereby in the  
name of said Obligee.

This said Surety, for the value received, hereby stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the contract or to the work to be performed thereunder or the  
specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby  
waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the  
work or to the specifications.

Whenever Principal shall be, and declared by Obligee to be in default under the Contract the Obligee having performed Obligee's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Obligee for completing the Contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, or, if the Obligee elects, upon determination by Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the Contract and any amendments thereto, less the amount properly paid by Obligee to Principal.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hererof in \_\_\_\_\_  
\_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESS AS TO PRINCIPAL:

\_\_\_\_\_

(AFFIX CORPORATE SEAL)

(AFFIX SURETY SEAL)

\_\_\_\_\_

Principal Name

\_\_\_\_\_

Principal Signature

\_\_\_\_\_

Corporate Surety

\_\_\_\_\_

\_\_\_\_\_

Surety Business Address

BY:

\_\_\_\_\_

(Attorney-In-Fact)

## INSURANCE

By submitting a bid, the bidder agrees, if they are the successful bidder, to obtain and maintain the insurance required by this section. The bidder also agrees to provide the Municipality a copy of their Certificate of Liability Insurance prior to signing the contract and prior to commencement of any work under this contract.

**GENERAL:** The Contractor will not allow any subcontractor to commence work until the subcontractor has obtained insurance as listed in this section. The contractor and each subcontractor shall maintain this insurance throughout the life of this contract, including any maintenance and/or guarantee/warranty period. The contractor shall obtain separate insurance certificates for each contract.

**ADDITIONAL INSURED:** The Municipality of Anchorage shall be listed as an additional insured on all General and Auto Liability policies required by this contract. All policies shall contain a waiver of subrogation against the Municipality, except Professional Liability. All policies shall remain in effect during the life of the contract. The Contractors insurance certificate shall also indicate the Municipality of Anchorage as a certificate holder of the policy.

**WORKERS COMPENSATION:** 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 similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 shall be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy shall contain a waiver of subrogation against the Municipality.

**NOTICE TO "OUT-OF-STATE" CONTRACTORS WORKING IN ALASKA:** The Contractor shall provide evidence of Workers Compensation insurance, either State of Alaska Workers Compensation coverage or an endorsement to the Contractor's home state Workers Compensation policy, evidencing coverage for "other states" including Alaska, prior to execution of a contract or, if approved, before commencement of contract performance in Alaska.

**GENERAL LIABILITY:** The Contractor shall purchase and maintain, in force, during the life of this contract such general liability insurance as shall protect the Owner and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages which may arise from any operations under this contract whether such operations be those of the Contractor, a subcontractor or anyone directly or indirectly employed by either of them.

<b><u>Commercial General Liability</u></b>	<b><u>Minimum Limits</u></b>
Products/Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Medical Payments	\$5,000
<b><u>Commercial Auto Liability</u></b>	<b><u>Minimum Limits</u></b>
Combined single limit (Bodily Injury and Property Damage)	\$1,000,000
Including all owned, hired, and non-owned	
<b><u>Workers Compensation and Employers Liability</u></b>	<b><u>Minimum Limits</u></b>
Per Alaska statute	\$500,000
<b><u>Errors and Omissions</u></b>	<b><u>Minimum Limits</u></b>
Professional Liability (Not required unless limits appear in space provided)	
<b><u>Umbrella Liability</u></b>	<b><u>Minimum Limits</u></b>
(Not required unless limits appear in space provided)	
\$ _____ S.I.R.	

Each insurance policy required by this section shall require the insurer to give advance notice to the MOA/Contract Administrator prior to the cancellation of the policy. IF the insurer does not notify the MOA upon policy cancellation, it shall be the Contractor's responsibility to notify the MOA of such cancellation.

### **COMPLIANCE WITH LAWS**

The Contractor shall observe and abide by all applicable laws, regulations, ordinances and other rules of the State of Alaska and/or any political subdivisions thereof, or any other duly constituted public authority wherein work is done or services performed, and further agrees to indemnify and save the Municipality of Anchorage harmless from any and all liability or penalty which may be imposed or asserted by reason of the Contractor's failure or alleged failure to observe and abide thereby.

(Remainder of Page Initially left Blank)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) shall be endorsed. 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).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No, Ext):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULE D AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE	<input type="checkbox"/> Y / N					E.L. EACH ACCIDENT \$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A					E.L. DISEASE - EA \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

- The Municipality of Anchorage is an additional insured on Auto and General Liability policies. All policies, including workers compensation, contain a WAIVER OF SUBROGATION against the Municipality, except Professional Liability, .
- CANCELLATION: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the Policy Provisions."

**CERTIFICATE HOLDER****CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Authorized Representative

**CERTIFICATE OF COMPLIANCE**  
**MOA STIPULATED AGREEMENT DEMOLITIONS- 11501 HAWKINS LANE**

**I (WE) HEREBY CERTIFY THAT ALL WORK HAS BEEN PERFORMED AND MATERIALS SUPPLIED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT FOR THE ABOVE WORK, AND THAT:**

- A. Not 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:
- B. There have been no unauthorized substitutions of subcontractors' nor have any subcontractors been entered into without the names of the subcontractors have been submitted to engineer prior to the start of such subcontracted work;
- C. No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the engineer together with the names of all subcontractors;
- D. All claims for material and labor and other service performed in connection with these specifications have been paid.
- E. 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.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Contractor)

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF ALASKA                    )  
  ) ss  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_, known to me to be the individual named in the foregoing instrument, and he/she acknowledged to me that he/she executed the foregoing instrument as a free act and deed for the uses and purposes therein stated.

WITNESS my hand an official seal this day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

**MUNICIPALITY OF ANCHORAGE  
STANDARD SPECIFICATIONS-BUILDINGS**

**(MASSB)  
GENERAL CONDITIONS  
SECTION 00 72 13  
INDEX**

<b>SECTION 00 72 13</b>	<b>INDEX.....</b>	<b>i</b>
<b>SECTION 00 72 13.01</b>	<b>DEFINITIONS.....</b>	<b>1</b>
<b>SECTION 00 72 13.02</b>	<b>BIDDING REQUIREMENTS AND CONDITIONS.....</b>	<b>7</b>
Article 2.1	Examination of Bidding Documents and Site.....	7
Article 2.2	Interpretation or Correction of Bidding Documents.....	7
Article 2.3	Preparation and Submission of Bids.....	8
Article 2.4	Bid Guarantee .....	8
<b>SECTION 00 72 13.03</b>	<b>AWARD AND EXECUTION OF CONTRACT.....</b>	<b>9</b>
Article 3.1	General.....	9
Article 3.2	Receipt and Opening of Bids .....	9
Article 3.3	Bidder Qualifications.....	9
Article 3.4	Action on Bids.....	10
Article 3.5	Bonds, Insurance, and OEO and D/WBE Forms.....	11
Article 3.6	Execution of Contract .....	12
Article 3.7	Contractor's Warranty.....	12
<b>SECTION 00 72 13.04</b>	<b>SCOPE OF WORK.....</b>	<b>13</b>
Article 4.1	Intent of the Contract Documents .....	13
Article 4.2	Interpretation of Contract, Specifications, and Drawings .....	13
Article 4.3	Changed Conditions .....	14
Article 4.4	Temporary Utilities.....	15
Article 4.5	Surveying.....	15
Article 4.6	Disposal Sites .....	15
Article 4.7	Protection of Persons and Property .....	16
Article 4.8	Public Convenience and Access .....	17
Article 4.9	Street Closures.....	17
Article 4.10	Maintenance and Drainage.....	18
Article 4.11	Utilities .....	19
Article 4.12	Utility Connections .....	20
Article 4.13	As-Built Documentation .....	21
Article 4.14	Operations and Maintenance (O&M) Manuals .....	22
Article 4.15	Temporary Erosion Control During Construction .....	23



<b>SECTION 00 72 13.05 CONTROL OF WORK.....</b>	<b>24</b>
Article 5.1 Authority of the Owner's Representative .....	24
Article 5.2 Prosecution of the Work .....	25
Article 5.3 Construction Progress Schedule and Schedule of Values .....	25
Article 5.4 Unusual Working Hours, Holidays, Saturdays, and Sundays ..	26
Article 5.5 Shop Drawings .....	27
Article 5.6 Product Data.....	28
Article 5.7 Submittal List .....	28
Article 5.8 Materials .....	28
Article 5.9 Testing of Materials .....	29
Article 5.10 Contractor's Authorized Representatives and Employees.....	30
Article 5.11 Subcontracting.....	31
Article 5.12 Right of the Municipality to Do Work.....	31
Article 5.13 Safeguarding of Excavations .....	31
Article 5.14 Use of Explosives .....	32
Article 5.15 Duties of Inspectors .....	32
Article 5.16 Inspection .....	32
Article 5.17 Work Limits, Easements, and Rights-of-Way .....	32
Article 5.18 Responsibility for Damages .....	33
Article 5.19 Repair of Damages Caused by Contractor .....	33
Article 5.20 Unauthorized and Defective Work.....	34
Article 5.21 Changes in the Work .....	33
Article 5.22 Claims for Additional Compensation.....	38
Article 5.23 Time for Completion of Work.....	39
Article 5.24 Delays and Extension of Time .....	39
Article 5.25 Suspension of Work .....	40
Article 5.26 Final Trimming of Work .....	41
Article 5.27 Final Inspection .....	41
Article 5.28 Liquidated Damages.....	42
Article 5.29 Termination of Contract by Owner.....	42
Article 5.30 Termination of Work for Owner's Convenience .....	43
Article 5.31 Use of Completed or Uncompleted Portions .....	44
Article 5.32 Preconstruction Conference .....	44
<b>SECTION 00 72 13.06 LEGAL RELATIONS AND RESPONSIBILITIES .....</b>	<b>44</b>
Article 6.1 Laws to Be Observed .....	45
Article 6.2 Notice to Contractors .....	45
Article 6.3 Notice by Contractors .....	45
Article 6.4 Successors and Assigns.....	45
Article 6.5 Assignments .....	45
Article 6.6 Permits .....	45
Article 6.7 Copyrights and Patents .....	46
Article 6.8 Safety .....	46
Article 6.9 Insurance.....	47
Article 6.10 Indemnification .....	48
Article 6.11 Claims by Workers, Suppliers, and Subcontractors .....	49

Article 6.12	Certified Payroll .....	49
Article 6.13	Lawsuits.....	49
Article 6.14	Preference to Local Labor .....	50
Article 6.15	State of Alaska Prevailing Wage Scale .....	50
Article 6.16	Nondiscrimination .....	50
Article 6.17	Rights and Remedies .....	51
Article 6.18	Payment of Taxes.....	51
<b>SECTION 00 72 13.07</b>	<b>MEASUREMENT AND PAYMENT .....</b>	<b>51</b>
Article 7.1	Payment to Contractor.....	51
Article 7.2	Scope of Payment .....	51
Article 7.3	Advances on Materials .....	52
Article 7.4	Progress Payments .....	52
Article 7.5	Payment of Claimants .....	54
Article 7.6	Final Payment.....	55
Article 7.7	Correction of Work After Final Payment .....	55

**GENERAL CONDITIONS  
SECTION 00700**

**SECTION 00 72 13.01 DEFINITIONS**

In these Contract Documents, the following words or expressions shall have the meaning given below:

AASHTO	- American Association of State Highway and Transportation Officials
ACI	- American Concrete Institute
ANSI	- American National Standards Institute
API	- American Petroleum Institute
APWA	- American Public Works Association
ASA	- American Standard Association
ASHRAE	- American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.
ASTM	- American Society for Testing and Materials
AWS	- American Welding Society
AWWA	- American Water Works Association
IBC	- International Building Code
ICBO	- International Conference of Building Officials
IEEE	- Institute of Electrical and Electronics Engineers
IFC	- International Fire Code
IMC	- International Mechanical Code
ISO	- Insurance Service Office
IPC	- International Plumbing Code
MASS	- Municipality of Anchorage – Standard Specifications
MASSB	- Municipality of Anchorage – Standard Specifications/Buildings
NEC	- National Electrical Code
NEMA	- National Electrical Manufacturer’s Association
NESC	- National Electrical Safety Code
NFC	- National Fire Code
NFPA	- National Fire Protection Association
OSHA	- Occupational Safety and Health Act

**Addendum (Addenda)** - Written or graphic communications issued prior to the execution of the Contract that modify or interpret the Bidding Documents and become part of the Contract Documents upon execution of the Contract.

**Additional Work** - Work not specifically provided for in the Contract as awarded but which is consistent with the original Scope of Work and for which a price for similar work is provided in the Contract.

**Alternate** – A defined portion of the work that is priced separately and provides options in the final scope of the project.

**Architect/Engineer** – The author and interpreter of the Contract Documents.

**Assembly** - The Anchorage Assembly of the Municipality of Anchorage.

**Beneficial Occupancy Date** - The date, established by the Owner's Representative, when construction is sufficiently completed in accordance with the Contract Documents and the Owner occupies or utilizes the Work, or a designated portion thereof, for the use for which it is intended.

**Bid Proposal** - The written proposal of the Bidder, on the form furnished, for the Work contemplated.

**Bidder** - Any individual, firm, partnership, corporation, or combination thereof formally submitting a Bid for the Work contemplated and acting directly or through an authorized representative.

**Bidding Documents** - The Invitation to Bid, Instruction to Bidders, Bidders Check List, Bid Forms, Contract Forms, Contract Conditions, Supplementary Conditions, Technical Specifications, Construction Drawings, and all Addenda.

**Bid Guarantee** - The security furnished by the Bidder as a guarantee to enter into a Contract for the Work contemplated if the Bidder is awarded the Contract.

**Change Order/Request for Proposal** – A written proposal prepared by the Contractor describing and documenting added costs or time extensions that the Contractor feels have been incurred due to unforeseen work and other matters not contemplated or adequately provided for in the Contract Documents.

**Change Order/Contract Amendment** - A written agreement entered into between the Contractor and the Owner to amend the Contract Documents or to otherwise provide for unforeseen work and other matters not contemplated or adequately provided for in the Contract Documents.

**Contract** - The four- (4-) page form agreement entitled "Contract" executed by the Contractor and then by the Owner on behalf of the Municipality. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

**Contract Completion Date** - The calendar date specified in the proposal for the full completion of all Work required by the Contract Documents, except as otherwise provided in the Contract.

If a number of calendar days is specified in the proposal for the completion of the Contract, the Contract Completion Date will be the specified number of days after the effective date of the Notice to Proceed, including authorized time extensions.

**Contract Documents** - The Contract and those documents described in page 2 of the Contract. The Contract Documents can only be amended by written Change Order. Instructions, clarifications, and directives issued by the Owner's Representative under Article 5.1 are not Contract Documents.

**Contract Item** (Bid Item, Pay Item) - A specifically described unit of Work for which a price is provided in the Contract.

**Contractor** - The individual, firm, corporation, partnership, or joint venture executing the Contract and performing the Work under the terms of the Contract Documents or, where applicable, the designated subcontractors or the employees of the individual, firm, corporation, partnership, or joint venture.

**Days -**

**Calendar:** Unless otherwise designated in the Supplementary Conditions, days as used in the Contract Documents are consecutive calendar days.

**Working:** A working day is defined as any day on which the Contractor is required to work by the Contract Documents or any other day not otherwise defined herein as a nonworking day.

**Nonworking:** A nonworking day is defined as Sunday, a recognized holiday, a day on which the Contractor is specifically required by the Supplementary Conditions to suspend construction operations, or a day on which a suspension order is in effect. Recognized holidays shall be: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. When any of the above days falls on a Saturday, the preceding Friday shall be counted as a holiday. When any of the above days falls on a Sunday, the following Monday shall be counted as a holiday.

**Drawings** - Graphic and textural information organized for the purpose of conveying data regarding design intent and construction requirements and listed and referred to on page 2 of the Contract.

**Extra Work** - Work not within the original Scope of Work but which is determined by the Owner's Representative to be essential for the satisfactory completion of the Contract.

**Final Acceptance Date** - The date on which the Work in its entirety has been constructed, inspected, accepted, and a Certificate of Completion issued, pursuant to the provisions of Article 5.27 - Final Inspection.

**Furnish** – To purchase and deliver to the Project.

**Indicated** - Shown on the Drawings, noted on Drawings, specified, or a combination thereof.

**Inspector** - The authorized representative of the Owner assigned to observe the Work.

**Install** – To set in place and make usable.

**Liquidated Damages** - The amount prescribed herein to be paid to the Owner, or to be deducted from any payments due or to become due the Contractor, for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Contract or as extended by the Change Order.

**Municipality** – The Municipality of Anchorage.

**New Material and Equipment** – Equipment and material that has not previously been used and is in production.

**Necessary** - Needed, as reasonably inferred from the Contract Documents, in order to make the Work complete and available for use.

**Notice to Proceed** - The written communication issued by the Owner to the Contractor authorizing the latter to proceed with the Work and that identifies the Owner's Representative and establishes the time of commencement and date of completion.

**Notice-to-Resume** - The written notice issued by the Owner's Representative that terminates a period of suspension of Work, reinstates the counting of Contract time, and requires the Contractor to resume Contract Work.

**Or Equal** - Whenever a material, article, or piece of equipment is identified on the Drawings or in the Project Manual by reference to manufacturers' or vendors' names, trade names, or catalog numbers, it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors that will perform in an equal or better manner the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed will not require a change in the related work and is, in the opinion of the Owner's Representative, of equal or better substance and function.

**Owner** - The Department or Agency of the Municipality of Anchorage identified in page one (1) of the Contract. "Owner" does not include those Municipal employees, such as the Building Official and the Fire Marshal and their staffs, who enforce certain building, health and safety, and fire codes.

**Owner's Representative** – The person authorized to act on the Owner's behalf.

**Performance and Payment Bond** - The form of security, approved by the Municipality, that is furnished by the Contractor and the Contractor's Surety, guaranteeing the complete and faithful performance of all the obligations and conditions placed upon the Contractor by the Contract.

**Product Data** - Brochures, illustrations, diagrams, and other information prepared by the manufacturer and furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

**Project** - The total construction of which the Work performed under the Contract Documents may be the whole or a part.

**Project Manual** - The bound information that includes the bidding requirements, contract conditions, contract forms, and technical specifications.

**Provide** – To furnish, install, and/or to perform all work necessary to complete the Work.

**Purchasing Officer** - That person within the Municipality of Anchorage who is vested under the Anchorage Municipal Code with all authority pertaining to the procurement of supplies, services, and construction prior to execution of the Contract.

**Request For Information (RFI)** – A written document prepared by the Contractor to request information, clarification or deviation to the Contract Documents. Each RFI shall be numbered consecutively and a log maintained of submittals and responses.

**Record Drawings** – Detailed drawings that accurately depict all changes in location (both horizontal and vertical), material, equipment, and other elements of Work accomplished by the Contractor.

**Samples** - Physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work or a product will be judged.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data that are prepared by the Contractor, a Subcontractor, a manufacturer, a supplier, or a distributor and which illustrate the equipment, material, or some portion of the Work.

**Street Closure** - Any action that renders one or more lanes of a street unusable to vehicular traffic.

**Subcontractor** - Any individual, firm, corporation, partnership or joint venture acting for or on behalf of the Contractor in the performance of a part of the Contract. This does not include those working for hire or suppliers of material or equipment.

**Substantial Completion Date** - The date upon which the improvements that are the subject matter of the Contract have been inspected and, in the opinion of the Owner's Representative, are essentially completed and available for the Owner's beneficial use for the purpose and in the manner intended by the Contract Documents, and all required testing and inspections have been satisfactorily completed.

**Supplementary Conditions** - That portion of the Project Manual entitled Supplementary Conditions that modify and expand the General Conditions and set forth conditions or requirements unique to the Project.

**Surety** - The Company or Association that is bound with and for the Contractor for the acceptable performance of the Contract and for the payment of all obligations arising out of the Contract. Regarding the Bid Guarantee, "Surety" refers to the Company or Association that will forfeit the sum of the Guarantee when the Bidder fails to execute the Contract after the Bid is accepted by the Municipality.

**Technical Specifications** - Divisions 1 through 49 of the Project Manual that define the qualitative requirements for products, materials, and workmanship.

**Time and Material Work** - Work performed by the Contractor at the written direction of the Owner's Representative for which no item is provided in the Contract and for which no unit price or lump sum basis can be agreed upon.

**Unit Prices** – A cost quoted by a bidder for a single, specified unit of work. Unit prices may be additive and/or deductive.

**Utility Company** - The person, corporation, company, agency, or other entity that furnishes service through, operates, or owns a conduit, pipe, wire, cable, or other transmission line for the purpose(s) of petroleum and petroleum products, electricity, sanitary sewer, communications, steam, water, natural gas, and storm sewer.

**Winter Suspension** - The period of time during which no fieldwork is accomplished due to adverse winter weather conditions as permitted by Article 5.25 – Suspension of Work

**Work** - Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient for the successful completion of all the duties and obligations imposed by the contract.

**Working Titles** – Working titles that are adjectives or have masculine genders such as "workman" and "flagman" or are pronouns such as "he," "his," and "him" are used in the Contract Documents for the sake of brevity and are intended to refer to persons of either gender.

**Written Notice** - A written communication delivered in person to the individual or to a member of a firm, to an officer of a corporation, or to a representative of an agency for whom it is intended, or sent by mail to the business address stated in the Contract Documents.



## **SECTION 00 72 13.02 BIDDING REQUIREMENTS AND CONDITIONS**

### **Article 2.1 Examination of Bidding Documents and Site**

The Bidder shall examine carefully the site of the proposed Work and the Bidding Documents before submitting a Bid. By submitting a Bid, the Bidder acknowledges that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Bidding Documents.

The Municipality assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, agents, or employees prior to the execution of this Contract, unless such understanding or representations are expressly stated in the Bidding Documents or Addenda.

When soil boring data are provided by the Bidding Documents, the Bidder shall assume responsibility for any conclusions the Bidder may draw from such data. The bidder shall be responsible for obtaining and analyzing such additional data as the bidder may require and shall be responsible for conclusions drawn from that information.

By submitting a bid, the Contractor declares that the Contractor has carefully examined the contract documents, that the Contractor has full knowledge thereof, and that the Contractor has investigated the site and satisfied himself as to the conditions affecting the Work, including, but not limited to, those bearing upon transportation, disposal, handling, and storage of materials; availability of labor, water, electrical power, and roads uncertainties of weather; physical conditions at the site including all existing utilities, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further declares that the Contractor is satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all prior exploratory work, as well as from information presented by the drawings and specifications made a part of this contract. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the Work.

The Bidder shall comply with the requirements of the Equal Opportunity Special Provisions as contained in the Bid and resulting Contract.

### **Article 2.2 Interpretation or Correction of Bidding Documents**

Bidders shall notify the Purchasing Officer promptly of any error, omission, or inconsistency that they discover during examination of the Bidding Documents and the proposed construction site.

Bidders shall request interpretation or clarification of the Bidding Documents in writing to the Purchasing Officer. The Purchasing Officer will consider requests that arrive at least seven (7) working days prior to the date for opening Bids. The Contractor may present oral questions at a pre-bid conference if one is provided for in the Bidding Documents. The Purchasing Officer will issue interpretations, corrections, or changes, if any, to the Bidding Documents by Addendum. Bidders shall not rely upon interpretations, corrections, and changes made in any other manner, including orally, at the pre-bid conference. Interpretations, corrections, and changes shall not be binding unless included in an Addendum.

### **Article 2.3 Preparation and Submission of Bids**

Bidders shall submit manually signed Bid Proposals on forms furnished and shall submit Bids in a sealed envelope addressed as indicated in the Invitation to Bid, plainly marked with the Invitation Number.

Bidders shall quote on all items, unless specifically allowed otherwise by the Invitation to Bid. Failure to do so will disqualify the Bid. When quotations on all items are not required, Bidders shall insert the words "no bid" in the space provided for any item where no quotation is made. The person signing the bid shall initial every erasure or change made to the Bid Proposal forms, if any.

Contractor shall provide a lump sum price, typed or written in ink, for each bid item called for. The bid shall be submitted in both words and figures. If there is a discrepancy between the written words and figures, the written words will govern. In case of error in the extension of prices, the price for each bid item will govern. The Purchasing Officer may reject Bids that show any omissions, alteration of the forms, additions not called for, conditional or alternate bids not called for, qualified bids, or irregularities of any kind.

### **Article 2.4 Bid Guarantee**

Bidders shall accompany each Bid with a certified check, cashier's check, or Bid Bond, in the amount of ten percent (10%) of the total amount of the Bid, if the total amount of the bid is \$100,000 or more, with surety acceptable to the Municipality. If the total bid amount of the bid is less than \$100,000, accompany the bid with a bid guarantee, in the form specified above, in an amount of \$1,000. Bid Guarantees for the three (3) low Bidders will be held until the Contract is executed. All other Bid Guarantees will be returned within seven (7) days of the bid opening. Bidders shall submit Power-of-Attorney for the person signing the Bid Bond for the Surety.

**Article 3.1 General**

The provisions of Section 00700.03 are intended to be supplemental to, and not to replace, Title 7 of the Anchorage Municipal Code.

**Article 3.2 Receipt and Opening of Bids**

Submit bids to the Purchasing Officer or his designated representative at the Municipal Purchasing Department prior to the time of opening specified in the Invitation to Bid. The Purchasing Officer or his designated representative will record the exact date and time of receipt of Bids. The Purchasing Officer will not consider late Bids but will hold them unopened until the time of award and then return them to the Bidder unless other disposition is requested or agreed to by the Bidder. The Time of Bid receipt will be determined by the time stamp of the Municipal Purchasing Department.

The Purchasing Officer will not consider facsimile bids; however, he will consider facsimile modifications of bids already submitted in writing if the facsimiles are received prior to the time of bid opening fixed in the Invitation to Bid. Facsimile modifications shall not reveal the amount of the original or revised bid. Modifications shall state a plus or minus to the affected bid item.

No liability will attach to the Municipality for the premature opening of or the failure to open a Bid not properly addressed and identified.

The Contractor may withdraw bids by written request prior to the time specified for bid opening in the Invitation to Bid.

If any one party offers more than one Bid, by or in the name of his clerk, partner, or other person, the Purchasing Officer will reject all such Bids. A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a Bid directly for the Work.

**Article 3.3 Bidder Qualifications**

The Purchasing Officer reserves the right to determine whether a Bidder is a responsible contractor. The Purchasing Officer may require the Bidder to submit such information as he may deem necessary to determine a bidder's responsibility. Failure or refusal on behalf of the Bidder to submit the required information, in whole or in part, may be grounds for the purchasing Officer to determine the Bidder as non-responsible.

The Purchasing Officer will determine whether a Bidder is responsible on the basis of any or all of the following criteria:

1. The skill and experience demonstrated by the Bidder in performing contracts of a similar nature;
2. The Bidder's record for honesty and integrity;
3. The Bidder's capacity to perform in terms of facilities, personnel, and financing;
4. The Bidder's past performance under Municipal contracts. If the Bidder has failed in any material way to perform his obligations under any contract with the Municipality, the Bidder may be determined as a non-responsible Bidder.

A Bidder's representations concerning his qualifications will be construed as a covenant under the Contract. Should it appear that the Bidder has made a material misrepresentation, the Owner will have the right to terminate the Contract for the Contractor's breach, and the Owner may then pursue such remedies as provided in the Contract Documents or as provided by law or equity.

Any determination that a Bidder is non-responsible will be made by the Purchasing Officer. The Purchasing Officer will make such determination in writing to the Bidder setting forth the reasons for such determination and the Bidder's right to request a review of this determination by the Bidding Review Board.

If a Contractor has had a contract terminated by the Owner for cause as provided in Article 5.29 – Termination of Contract by Owner, the Contractor may not be allowed to bid on the owner's future contracts for a period of two (2) years. This two- (2-) year period shall commence from the date of the termination of the Contractor by the Owner.

All bidders shall hold a valid Alaska Contractor's license per Alaska Statute AS 08.18.

### **Article 3.4 Action on Bids**

The Municipality reserves the right to reject any and all Bids and to waive any informalities and irregularities in a Bid or during award of the Contract.

The Municipality may reject any bid which is unbalanced if it is in the best interest of the Municipality to do so. A bid is unbalanced when, in the opinion of the Purchasing Officer, it allocates a disproportionate share of costs or profit, or both, to the price of one (1) or more items of Work and reduces the share of costs or profit, or both allocated to the price of another item or items of Work, and if there is a reasonable possibility that the bid will not result in the lowest overall cost of the Work to the Municipality.

Unless otherwise stated in the Bidding Documents, the Municipality will award the Contract, if any, to the responsible Bidder who submits the low responsive Bid. When the Bidding Documents contain a basic bid and alternates, the Purchasing Officer will use the total of the basic bid plus the alternatives he selects to determine the low Bidder.

When the Bidding Documents contain a basic bid and additive alternates, the Purchasing Officer will determine the low Bidder by the lowest combination of the basic bid and as many additive alternates as the Purchasing Officer selects within the funds available. The Purchasing Officer will select, in most cases, additive alternates in the order listed in the Bid. However, the Purchasing Officer may bypass any additive alternate whose selection would cause the Contract to exceed the funds available. The Purchasing Officer will compare all bids based upon the same combination of basic bid plus selected additive alternates.

When the Bidding Documents contain deductive alternates, the Purchasing Officer will determine the low Bidder by the lowest basic bid. If the lowest basic bid exceeds the funds available, the Purchasing Officer will determine the low Bidder by eliminating deductive alternates in the order listed in the Bid until the award can be made within the available funds. The Purchasing Officer may bypass any deductive alternate to maximize the use of available funds. The Purchasing Officer will compare all bids based upon the same combination of basic bids and selected deductive alternatives.

The amount of the Contract shall be the total sum of the amounts computed from the estimated quantities and unit prices and/or the lump sum awarded by the Purchasing Officer and specified on page one (1) of the Contract.

The Purchasing Officer will give a written, signed Notice of Award or rejection within forty-five (45) days of Bid opening. The notice will be in writing and signed by the Purchasing Officer. A Notice of Award, and no other act of the Municipality or its representatives, constitutes an acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the Contract.

### **Article 3.5 Bonds and Insurance**

If the amount of the contract is \$100,000 or more, the successful Bidder shall furnish the Purchasing Officer a Performance and Payment Bond in the full amount of the Contract and shall maintain the Bond in force during the continuance of this Contract including the one- (1-) year warranty period. For projects less than \$100,000, the requirement for Performance and Payment Bond is deleted. The Bond shall be for the faithful performance of this Contract in all respects including, but not limited to, payments for all materials and labor. All alterations, extensions of time, additional Work and other changes authorized by the Contract Documents may be made without securing the consent of the Surety or Sureties. The bond shall be with a good and sufficient corporate surety acceptable to the Municipality and a Power-of-Attorney for the person signing the Bond for the Surety must be submitted with the Bond.

The successful Bidder shall furnish the Purchasing Officer with a certificate of insurance pursuant to the provisions of Article 6.9

The Bidder shall exercise positive efforts to comply with the Equal Employment Opportunity policies of the Municipality of Anchorage. The Bidder shall familiarize him/herself with the Equal Opportunity Special Provisions for Municipal Contracts, including submittal requirements for bids, prior to award and after award.

### **Article 3.6 Execution of Contract**

The Bidder whose Bid is accepted shall execute the Contract and furnish the required bonding and insurance within five (5) working days after Notice of Award of the Contract is issued.

The Municipality will consider the Contract executed by the successful Bidder when two (2) copies of the Contract, signed by an authorized representative of the Contractor, and the required bond and insurance certificate are received by the Purchasing Officer. Failure or neglect of the Contractor to execute the Contract within the time specified may result in a forfeiture of the Bid Guarantee and award of the Contract to the next lowest Bidder.

The Owner will execute the Contract within ten (10) working days after execution by the Contractor as set forth above. The date the Contract is executed by the Owner is the Contract Date. The rights and obligations provided for in the Contract shall become effective and binding upon the parties as of the Contract Date.

The Municipality will supply the Contractor with four (4) sets of the Contract Documents. The Contractor may obtain any additional documents required from the Architect/Engineer by compensating the Owner for the cost of the printing.

The Municipality will issue the Notice to Proceed within seven (7) working days after the Contract Date unless otherwise specified in the Supplementary Conditions. The effective date of the Notice to Proceed shall be within ten (10) working days of the Contract Date. The Municipality will designate the Owner's Representative, and calculate or identify the completion date in the Notice to Proceed.

### **Article 3.7 Contractor's Warranty**

The Contractor shall warranty all materials and workmanship for one (1) year from the Final Acceptance Date except when a different period is identified in the Supplementary Conditions. Under this warranty, the Contractor shall promptly remedy, without cost to the Owner, any and all defects in material and workmanship, including any consequential damages resulting from defective materials or workmanship.

All warranty work shall be subject to the same contract provisions, including materials, quality of work, authority of the Owner's Representative and inspection, as provided for in the original work; however, all such work shall be at the sole cost of the Contractor. If the defect, in the opinion of the Owner's Representative, is of such nature as to demand immediate repair, the Owner has the right to take corrective action, and the Contractor shall bear the cost thereof. If the contract includes work in different geographic locations, then the Municipality may accept the work in one location and may begin the warranty period for that location independently of the completion of the work in the other locations.

## **SECTION 00 72 13.04      SCOPE OF WORK**

### **Article 4.1    Intent of the Contract Documents**

The intent of the Contract Documents is to provide for the execution and completion of the Work in its entirety. Except as otherwise specifically provided herein, the Contractor shall provide all permits, transportation, handling, materials storage, labor, tools, implements, machinery, supplies, water, heat, utilities, cleaning supplies and activities, and incidentals and shall do all things necessary to perform and to complete the Work.

When words that have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning.

Reference to Standard Specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest Standard Specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated.

However, no provisions of any referenced Standard Specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the respective duties and responsibilities of the Owner, the contractor, or the Owner's Representative nor any of their consultants, agents, or employees from those set forth in the Contract documents.

With reference to the Drawings, the order of precedence is as follows:

1.     Figures (numerals) govern over scaled dimensions.
2.     Detailed Drawings govern over general Drawings or standard details.

### **Article 4.2    Interpretation of Contract, Specifications, and Drawings**

The Contract Documents are intended to be complementary and to describe and provide for a complete description of the entire scope of Work. A requirement occurring in one section of the Contract Documents is as binding as though occurring in all.

In cases of conflict in the requirements of the Contract Documents, such conflicts shall be reconciled by the acceptance of the following order of precedence for the various Contract Documents: (1) the Contract; (2) the Bid Proposal; (3) Supplementary Conditions; (4) the Technical Specifications (Division 1 through Division 16); (5) the Drawings; (6) the General Conditions (Section 00700); and (7) standards incorporated by reference in any of the above.

Where the Technical Specifications and Drawings are silent or lack detail, the Contractor shall use the best general practice and approved material and workmanship of first quality.

The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner's Representative any error, inconsistency, or omission he may discover, including any requirement that may be contrary to any law, ordinance, rule, regulation, or order of any public authority bearing on the performance of the Work.

The Contractor shall take no advantage of any errors or omissions in the Contract Documents or of any discrepancies within them. Contractor shall assume all risk and expense when knowingly performing Work where such error or omission is not called to the attention of the Owner's Representative.

The Contractor shall accompany all requests for interpretation or clarification of the Contract documents with a completed Request For Information (RFI) form. Each request shall clearly and completely state the basis for lack of clarity in the Contract documents and shall refer to the applicable specifications, drawings, and details that give rise to the request. If not provided in the Contracts Documents, the Contractor shall obtain a copy of the RFI form from the Owner's Representative. The Owner's Representative will respond to the RFI in writing within ten (10) working days.

### **Article 4.3 Changed Conditions**

The Contractor shall promptly, within two (2) working days and before such conditions are disturbed, notify the Owner's Representative in writing of: (1) subsurface conditions or otherwise concealed conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Owner's Representative will promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of this contract, the Municipality will make an equitable adjustment and modify the contract in writing accordingly.

The Owner's Representative will not allow a claim under this clause unless the Contractor has given the notice required above. However, the Owner's Representative may extend the time prescribed for completion of Work. Reference Article 5.21 – Changes in the Work.



The Contractor shall not submit a claim for an equitable adjustment hereunder after the date of final payment under this contract.

If the parties are unable to agree on the terms of an equitable adjustment, the Owner's Representative may order such work done and pay for such work as provided in Article 5.21 – Changes in the Work and allow such additional time for performance as he may deem proper. If the Contractor does not agree with such adjustments, he may make claim under Article 5.22, Claims for Additional Compensation.

#### **Article 4.4 Temporary Utilities**

The Contractor shall provide and pay all costs for temporary utilities, including gas, water, sanitary sewer, telephone, and electricity, necessary to perform the Work. The Contractor shall pay for these costs during periods of suspensions of work. The Owner does not represent that utility service is available to the site.

The Contractor shall provide temporary heat, including fuel and power, as required to protect materials and Work from the elements. The Contractor shall provide and maintain temporary toilets and shall provide drinking water for all those connected with the Work.

#### **Article 4.5 Surveying**

Before starting Work, the Contractor shall locate all general reference points and take such steps as are necessary to prevent their dislocation. If disturbed, the Contractor shall replace reference points as directed by the Owner's Representative. The Contractor shall employ a competent Land Surveyor, licensed in the State of Alaska, to lay out the Work, and shall be responsible for its accuracy.

#### **Article 4.6 Disposal Sites**

Except as otherwise stated in the Supplementary Conditions, the Contractor shall make his own arrangements and assume all costs in connection with disposal sites. The Contractor shall furnish a disposal site for trees, brush, oversized boulders, and other objectionable debris. The Contractor shall dispose of unusable excavation at either the Anchorage Regional Landfill off Hiland Road or at a Contractor-furnished disposal site. Unusable excavation or any material containing stumps, brush, or other construction debris will be charged at the current disposal fee at the Anchorage Regional Landfill. The Contractor shall obtain and comply with a grading and fill permit for each disposal site he furnishes, in conformance with the most current International Building Code (IBC), as adopted and amended by the Municipality of Anchorage. Contractor shall locate and maintain the disposal site in such a manner as to prevent a public nuisance.

The Contractor shall obtain written permission from the property owner(s) for such disposal sites and shall furnish the Owner's Representative with a copy of this permission and a Municipal Grading and Fill Permit. The written permission shall specifically provide that the property owner will not hold the Municipality, its employees, agents, or consultants liable for use of or damage to this property. The Contractor shall be held liable for any trespass and property damage incurred outside of the disposal site.

Waste Disposal. Prior to construction, the Contractor shall submit a description of his scheme for disposing of unsuitable materials and waste resulting from the Work under this Contract. If any material is disposed of in unauthorized areas, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed areas.

#### **Article 4.7 Protection of Persons and Property**

The Contractor shall be responsible for initiating, supervising, and maintaining of all safety programs and precautions in a manner to prevent damage, injury, or loss to the Work employees, the public, and property. These safety requirements are applicable to the Work whether on-site or off the site for Work under the control, custody, or care of the Contractor. These responsibilities include adjacent sites and their improvements including landscaping, walks, roadways, structures, and utilities. If the Contractor encounters material on the site that may be reasonably identified as asbestos-containing material (ACM), polychlorinated biphenyl (PCB), or other hazardous materials not requiring abatement as part of the Work, the Contractor shall stop the Work immediately in the affected area and notify the Owner's Representative and Owner in writing. The Work shall not be resumed in the affected area until a final determination has been made by the Owner's Representative on the status of the material in question.

The Contractor shall be solely and continuously responsible, twenty-four (24) hours per day, seven (7) days per week, until contract completion for the safety measures outlined above and the following:

- (a) Erecting and maintaining, as required by existing conditions and progress of work, all safeguards for safety and protection, including barricades, danger signs, traffic control devices, and other warnings against hazards.
- (b) Providing reasonable access at all times for emergency units such as the Anchorage Police Department, the Anchorage Fire Department, and the Anchorage Fire Department's Hazardous Materials Response Team.

During periods of suspension of work, refer to Article 5.25 – Suspension of Work, for areas of responsibilities.

Protection of Water Resources. The Contractor shall control the disposal of fuels, oils, bitumens, calcium chloride, acid, or harmful materials, both on and off the premises, and shall comply with applicable federal, state, and municipal laws concerning pollution of waterways while performing Work under this Contract. Special measures shall be taken

to prevent chemicals, fuels, oils, greases, bituminous materials, and sewage from entering established drainages.

#### **Article 4.8 Public Convenience and Access**

The Contractor shall conduct the Work in such a manner as to cause minimum inconvenience to pedestrians and vehicular traffic and to persons conducting commercial enterprises or residing along the route of Work. The Contractor shall not block entrances or driveways for more than three (3) hours without prior approval of the Owner's Representative. The Contractor shall provide and maintain temporary pedestrian bridges, ramps, or culverts at entrances of adequate width and strength for the service required. All work involved in providing for construction, maintenance, and use of entrances and driveways is the responsibility of the Contractor and will not be paid for separately and will be considered incidental to the lump sum and prices contained in the Contract Documents. It is the Contractor's responsibility to provide adjacent property owners and/or tenants with written notification of closure of access and to provide an Owner's Representative-approved alternative access at all times for the property owners, the tenants, and the public no less than forty-eight (48) hours prior to closure.

The Contractor shall be responsible for maintaining access at all times for emergency vehicles.

The Contractor shall, prior to the commencement of Work, submit any written agreements between the Contractor and property owners regarding access and use of private property within the project limits for any purposes associated with this Project. Any such agreements shall indemnify the Municipality from any and all actions that result from activities of the Contractor

If the Work of the Contractor is delayed because of any construction activities or transportation activities related to nearby construction, whether municipal or private projects and regardless of whether the activities were authorized by the Owner, the Contractor is not entitled to additional compensation from the Owner but will be entitled to an extension of time to the extent that such delay is unavoidable through reasonable efforts on the Contractor's part. Except as to a possible entitlement to such an extension of time, the Contractor shall hold harmless, defend, and indemnify the Owner from and against any and all claims, damages, losses, and expenses, including attorneys' fees, by the Contractor or third parties, arising directly or otherwise out of the construction and/or transportation activities as indicated above.

#### **Article 4.9 Street Closures**

The Contractor shall conduct construction operations so as to offer the least interference to vehicular traffic. Provide vehicular access to emergency units to and through all work areas at all times. Do not close two (2) adjacent parallel streets at the same time.

The Contractor shall submit requests for all street closures or partial closures to the Owner's Representative and the Municipal Permit Office and will not commence closures

or partial closures until the Owner's Representative and the Permit Office issue approvals.

In the case of arterial street closures, do not commence street closures or partial street closures until after giving forty-eight- (48-) hours advanced notice to the public.

Prepare and submit four (4) copies of an acceptable Traffic Control Plan (TCP) to be employed during construction. Deliver the TCP to the Owner's Representative within ten (10) days of the effective date of the Notice to Proceed, or five (5) working days before commencement of Work, whichever is the earlier date. The Owner's Representative will review and accept or reject the plan within five (5) working days of submission. Successive submittals will also be reviewed within five (5) working days.

The TCP shall conform to the standards in the latest edition of the Municipality of Anchorage Standard Specifications (MASS), Part VI of the Manual of Uniform Traffic Control Devices (MUTCD), and shall also conform to the requirements in the latest edition and supplements of the Alaska Traffic Manual (ATM). When conflict exists between MASS and the ATM, the requirements of MASS and these General Conditions shall govern.

#### **Article 4.10 Maintenance and Drainage**

The Contractor will maintain all detour routes, haul routes, streets under construction, ditches, water courses, existing drainage patterns, siltation controls, gutters, sidewalks, walkways, and bike trails affected by the Work until the Final Acceptance Date. This includes but is not limited to shaping, grading, and dust control. The Contractor will maintain existing drainage patterns disturbed as a result of construction, including reestablishment of drainage ditches, swales and gutter flow lines to their preconstruction condition, grade, and elevation.

When cleaning paved streets, curb and gutters, and alleys and sidewalks, the Contractor shall not flush the streets using only water but shall use such methods as established by the Director of Health and Human Services for sweeping operations. The Contractor shall prevent any spillage from entering any storm drains.

The Contractor shall restore all streets, drainage ditches, swales, water courses, gutters, sidewalks, walkways, and bike trails used by the Contractor or interrupted by his Work to their preexisting condition. The Contractor shall construct and maintain any drainage and siltation control necessary to accommodate water released by pumping or dewatering operations and contain the water to prevent inconvenience to pedestrian and vehicular traffic.

The Contractor shall repair or replace any culverts, swales, catch basins, or storm drains damaged during construction at no expense to the owner.

Upon receipt of the building permit, the Contractor shall prepare and implement an Erosion and Sediment Control Plan on the construction site prior to starting construction and maintain it throughout the construction period. The Erosion and Sediment Control Plan shall be readily accessible on site.

All costs associated with maintenance of drainage patterns and repair or replacement of drainage ditches, swales, catch basins, storm drains, gutter flow lines, and any other drainage appurtenances are incidental to the Contract or to the item under construction, and no separate payment will be made.

#### Dust and Mud Control

- a. The Contractor shall maintain all excavations, embankments, stockpiles, access roads, waste areas, borrow areas, and all other work areas free from excess dust and mud to such reasonable degree as to avoid causing a hazard or nuisance to others.
- b. All existing paved areas and roadways, especially heavily traveled roads, adjacent to the project construction site or used as haul roads, shall be kept clean of dirt, mud, and debris resulting from the Contractor's operation during the construction period.

#### **Article 4.11 Utilities**

Whenever the Contract Documents require permanent connections to be made to utility lines, the Contractor shall, unless otherwise specified in the Supplementary Conditions, be responsible for making the connection to the utility line at the point(s) indicated on the Drawings, including making all necessary applications with the Utility Company, for paying the fees and for performing the work associated with making the connections indicated. The Contractor is not responsible for bringing utility lines to the point of connection. The Contractor shall pay all costs for utility service prior to the date of Substantial Completion.

Locations of utilities shown on the Drawings are not exact. Aboveground utilities have been field-located. Belowground utilities are shown as depicted on record documents prepared by others. The Contractor shall not hold the Owner liable for damages to utilities incurred during construction due to deficiencies or omissions on the Drawings or these provisions. At least forty-eight (48) hours prior to commencing work, the Contractor shall contact all local utility companies to obtain underground utility locates and shall exercise due care to prevent damage to utilities. Should a utility be damaged, the Contractor shall immediately notify the utility company and have the damage repaired, at no cost to the Owner. The utility has the right to do work or have its contractor do work in connection with making repairs to the utility lines damaged by the Contractor. If any Utility Company determines that a utility has to be temporarily raised, lowered, moved, guyed,

shored, braced, or otherwise protected during construction, the Contractor shall do so at his own expense and to the satisfaction of the utility company.

The Contractor shall maintain all utility service connections whether marked on the Drawings or not. In addition, the Contractor shall repair or replace all utility service connections (at his own cost) that are damaged by his actions.

At a sufficient distance, prior to encountering a known obstacle or tie-in to an existing conduit, pipe, or manhole, the Contractor shall expose and verify the exact location of the obstacle, pipe, or manhole so that proper alignment and/or grade may be determined before the pipe sections are laid in the trench and backfilled. The Contractor shall notify the Owner's Representative of the results of this verification prior to commencement of the Work affected by results of verification, so that any modification to the contract drawings or supplementary instructions may be supplied by the Owner's Representative. The Contractor shall allow the Owner's Representative one complete working day to review the verification results and provide any design modifications or supplementary instructions necessary. No additional payment will be made for this Work.

The Contractor shall bear all costs incurred for removal and alignment of backfilled pipe sections due to improper verification methods.

Unless otherwise specified in the Supplementary Conditions, it is the intent of the Contract Documents that utilities will not be relocated to facilitate construction. If the Owner's Representative determines that an existing utility must be relocated because it is in direct conflict with the facility being constructed, the existing utility will be relocated by the Utility Company at no charge to the Contractor.

The Contractor shall be responsible for coordinating the Work with any work of a Utility Company and shall not interfere with the initial installation, relocation, reconstruction, or replacement of any utility including the making of necessary service connections by the utility company. If the Work of the Contractor is delayed because of any acts or omissions of the utility company, the Contractor will not be entitled to additional compensation from the owner but may be entitled to an extension of time.

#### **Article 4.12 Utility Connections**

Whenever the Contract Documents require permanent connections to be made to utility lines, the Contractor shall, unless otherwise specified in the Supplementary Conditions, make the connection to the utility line, or have the Utility Company make the connection, at the point(s) indicated on the Drawings. The Contractor shall make all necessary applications to the Utility Company and pay all fees and perform all Work associated with making the connections that is not performed by the Utility Company. The Contractor is not responsible for bringing utility lines to the point of connection. The Contractor shall pay all costs for utility service prior to the Date of Substantial Completion.

#### **Article 4.13 As-Built Documentation**

The Contractor shall maintain As-Built Documents on the job site consisting of a complete set of Drawings and the Project Manual on which all changes of material, equipment, dimensions, or other changes in the Work shall be recorded (i.e., "marked up") and kept current on a daily basis and shall be made available to the Owner's Representative at all times. This shall include the following:

1. Placing special emphasis on items of the Work that have been or will be concealed and showing substitutions for items specified or shown, and including all approved changes.
2. Requiring Subcontractors, including mechanical and electrical, to keep their portions up to date and correct.
3. Dimensioning all relocations and routing adequately to ensure easy access for maintenance or remodeling.

Upon completion of the marked-up As-Built Documents, the Architect/Engineer will furnish to the Contractor a CD of the drawings along with a complete full size paper set. The Contractor shall only employ personnel for this task who are proficient in the preparation of architectural or engineering drawings.

All additions and corrections shall be neat, clean, and legible and shall match the adjacent existing line work and lettering annotated in type, density, size, and style. If additional drawings are required, the Contractor shall prepare them upon the same size as the original Drawings. Drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at his expense.

The Architect/Engineer will review all Record Documents for completeness and conformance to the standards stated above. The Contractor shall make all corrections, changes, additions, and deletions required to conform to the standards. The Architect/Engineer may periodically review the status of the Record Documents during the course of the Work. Failure of the Contractor to keep the Record Documents current and in the required condition will be considered cause for additional withholding from the progress payments as provided in MASS Section 00700.07 Measurement and Payment, Article 7.4 Progress Payments

Approved final As-Built Documents, bearing certification of their correctness, shall be delivered to the Owner's Representative prior to the pre-final inspection. The Certificate of Completion shall not be issued until after receipt of final As-Built Documents. All Work associated with the development, preparation, and presentation of all Record Documents shall be incidental to the improvements being constructed, and no separate payment will be made.

#### **Article 4.14 Operations and Maintenance (O&M) Manuals**

The Contractor shall provide to the Owner's Representative thirty (30) days prior to the Substantial Completion date three (3) sets of Operations and Maintenance (O&M) manuals and one CD of the scanned O&M for all items of material and equipment as required by the Technical Specifications. The manuals shall be bound in hardcover binders with removable pages. The manuals shall be prepared in three (3) sets: Architectural, Mechanical Equipment, and Electrical Equipment. In addition to the requirements in the Technical Specifications, the manuals shall each contain an Index, by Specification Section; a key plan that graphically locates items of equipment; a list of contractors and subcontractors with addresses and telephone numbers; and a list of local representatives with addresses and telephone numbers.

1. The Contractor shall assemble all copies of the manuals in three-ring, hardcover binders. The Contractor shall be responsible for the following: Clearly label each binder on the cover and the end of the binder to designate the system or equipment for which it is intended with reference to the building and equipment number and the Specification Section where the equipment information is provided. Include the date of completion of the project.
2. Provide each binder with title page, typed table of contents with page numbers, and heavy section dividers with numbered plastic index tabs.
3. Divide each manual into sections paralleling the equipment specifications.
4. Where more than one binder is required, they shall be labeled "Vol. 1," "Vol. 2," and so on. Place the table of contents for the entire set, identified by volume number, in each binder.
5. Submit the manual organization and format to Owner's Representative for approval prior to manual preparation.
6. Hole punch all data for binding and composition and shall arrange printing so that punching holes does not obliterate data.
7. When standard technical data are provided, edit and delete all non-relevant information that is not applicable to the specific equipment or material provided.
8. Material in manuals shall be suitable for photographic reproduction. Where copies of identical material are included, the clarity and quality of copies shall equal the original.

Contents: Each manual shall be complete in all respects regarding equipment, controls, accessories, and associated appurtenances, and shall include the following:



1. Diagrams and illustrations.
2. A detailed description of the function of each principal component of the system.
3. Performance and nameplate data.
4. Installation instructions.
5. Procedure for starting.
6. Proper adjustment information.
7. Test procedures and results of factory tests where required.
8. Procedure for operating.
9. Shutdown instructions for both short and extended durations.
10. Emergency operating instructions and troubleshooting guide.
11. Safety precautions.
12. Maintenance and overhaul instructions, illustrated with detailed assembly drawings showing each part with part numbers and sequentially numbered parts list. Include instructions for ordering spare parts, and complete preventive maintenance and overhaul instructions required to ensure satisfactory performance and longevity of the equipment.
13. Lubrication instructions and diagrams showing point to be greased or oiled; recommend type, grade, and temperature range of lubricants; and frequency of lubrication.
14. List of electrical relay settings and control and alarm contact settings.
15. Electrical interconnection wiring diagram for equipment furnished, including all control and lighting systems.
16. Referral to individual Specification Sections for additional O&M requirements.

#### **Article 4.15 Temporary Erosion Control During Construction**

The Contractor shall provide all temporary erosion control measures necessary during construction for the prevention of water pollution, erosion, and/or siltation. These measures are for the protection of all streams, lakes, ponds, wetlands, and tidal waters.

The Contractor is directed to Alaska State regulation 18 Alaska Administrative Code [ACC] 70, which states that no person may conduct an operation that causes or contributes to a violation of water quality standards set forth in 19AAC70.010 through 18ACC70.032.

Unless a temporary erosion control plan during construction is specifically called out and included in the drawings and other contract documents, the Contractor shall provide a plan describing temporary erosion control measures to be employed during construction.

Deliver the plan to the Owner's Representative within ten (10) days of the effective date of the Notice to Proceed or five (5) days before the commencement of Work, whichever is the earlier date. The Owner's Representative will review and accept or reject the plan within five (5) working days of submission, and will review successive submittals within five (5) working days. The Contractor shall install the approved temporary erosion control measures immediately after mobilization and before commencing excavation.

Temporary erosion control measures include such items as silt fences, sedimentation ponds, intercepting embankments and channels, check dams, rock lining, mulching, jute matting, seeding, sodding, and other erosion control devices as required. Where erosion is expected to be a severe problem, the Contractor shall schedule and perform clearing, grubbing, grading, filling, and other operations such that permanent erosion control measures follow immediately.

Permanent erosion control measures are those work items specified elsewhere in the Contract Documents that are intended to provide permanent erosion control such as paving, seeding and other measures as required.

Temporary erosion control measures shall remain in place and in good working condition until Work is complete under the Contract. The Contractor is responsible for the continued maintenance of these temporary erosion control items and replacement of damaged items. The Owner's Representative may suspend Work if the Contractor fails to carry out the requirements of the temporary erosion control plan. After suspension of the Work, the Owner may perform or contract the performance of the erosion control measures and deduct those costs from the Contractor's progress payments.

Payment for this Work is incidental to the Contract, and no separate payments will be made.

## **SECTION 00 72 13.05 CONTROL OF WORK**

### **Article 5.1 Authority of the Owner's Representative**

The Owner's Representative will observe the Work in progress on behalf of the Owner, and will be identified at the time the Notice to Proceed is issued. The Owner's Representative is not responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work. Visits and observations made by the Owner's Representative will not relieve the Contractor of his obligation to conduct comprehensive inspections of the Work, to furnish materials, to perform acceptable Work, and to provide adequate safety precautions, in conformance with the intent of the Contract. The Work will not be considered completed until a Certificate of Completion is issued by the Owner's Representative. The Contractor shall at all times carry out and fulfill the written instructions and written directions of the Owner's Representative regarding the Contract Documents.

The Owner's Representative has the authority to order changes in the Work requiring an adjustment in the Contract amount and/or time. However, any change in the Work shall be in accordance with Article 5.21 – Changes in the Work. Any single change in the Work, or cumulative changes in the Work, which will cause the total value of the Contract to exceed the limits stated in AMC 7.15.080 requires Assembly approval.

The Owner's Representative will in all cases make determinations on any and all questions that may arise concerning the quality, quantity, and acceptability of materials furnished, the Work performed, the rate of progress of the Work, and the interpretation of Contract Documents.

If the Contractor determines that instructions, clarifications, or directions issued by the Owner's Representative constitute a change in the requirements of the Contract Documents, he may make claim as provided under Article 5.22 - Claims for Additional Compensation.

### **Article 5.2 Prosecution of the Work**

The Contractor shall not commence Work until a written Notice to Proceed has been received by the Contractor. He shall commence the Work within ten (10) days after the effective date specified in the Notice to Proceed and shall prosecute the Work vigorously and continuously.

### **Article 5.3 Construction Progress Schedule and Schedule of Values**

Within ten (10) days after the effective date of the Notice to Proceed and prior to commencement of the Work, the Contractor shall submit, to the Owner's Representative a Construction Progress Schedule in the form of a time-scaled bar chart, the elements of which shall be the Divisions and Sections of the Project Manual, weather and ground condition restraints, and Work suspensions and other significant influences on the Contract amount and/or the time for completion of the Work. The Contractor shall include other significant features of the Work such as the submittal schedule, permit acquisition plan, material procurement milestones, plant and equipment procurement dates, and shipping schedules. The bar chart shall include a graph representing the monthly percent of Work to be completed. The bar chart shall be revised and resubmitted as required by the Owner's Representative, when conditions cause changes to the construction schedule, or on a monthly basis, whichever is sooner.

When required by the Owner's Representative, the Contractor shall also deliver, at the same time the Construction Progress Schedule is delivered and in a form satisfactory to the Owner's Representative, a Schedule of Values for Contract Payments for those lump sum items designated by the Owner's Representative. The Contractor shall submit monthly partial Payment Estimates based on the Schedule of Values. All Schedules of Values and Payment Estimates shall, as a minimum, be organized to be consistent with the Divisions and Sections of the Project Manual. The Owner's Representative may require submission of revised construction schedules demonstrating the manner in which the Contractor will achieve the necessary rate of progress, all without additional cost to

the Owner. Partial Payment Estimates may be appropriately reduced if the Owner's Representative determines that the Contractor has failed to supply the Owner with the requested or necessary information.

In addition to the time-scaled bar chart described above, and when specified in the Supplementary Conditions, the Contractor shall develop and submit to the Owner's Representative for approval a time-scaled Critical Path Method (CPM) schedule. Both a hard copy and electronic copy of the CPM schedule shall be submitted. The Contractor shall revise and resubmit the CPM schedule to reflect any alteration in the sequence of scheduled activities or of the critical path with each partial payment request and at such other times as the Owner's Representative may require, and at any time the Contractor determines that the critical path is altered by changes or other circumstances. The Contractor shall submit the initial CPM schedule to the Owner's Representative no later than twenty-one (21) days from the effective date of the Notice to Proceed and at least monthly thereafter.

The Contractor shall organize the scheduled activities to be consistent with those Specifications Divisions and Sections required for the Work. Each Division and Section of the Specifications and each item in the Schedule of Values shall be represented by one or more scheduled activities. In addition, one or more scheduled activities shall be used to represent the submittal schedule, permit acquisition, materials procurement, plant and equipment procurement, shipping, and all other significant elements of the Work. The Contractor shall include activities that address weather and ground condition restraints, critical dates, holidays, periods of Work suspension, and all other restraints (i.e., all events that are critical or will become critical to the schedule).

All schedules, whether they are bar chart schedules or CPM schedules, shall include enough detail to adequately describe all important activities necessary to complete the Work. Unless otherwise agreed to by the Owner's Representative, no single activity in any schedule will be allowed to represent more than \$50,000 of the total scope of the Work. Providing the initial schedule and monthly schedule updates shall be considered a payable activity and appropriate payment amounts shall be included in the Schedule of Values. Failure to provide adequate schedules will result in non-payment in accordance with the amounts established in the Schedule of Values.

#### **Article 5.4 Unusual Working Hours, Holidays, Saturdays, and Sundays**

The Contractor shall give the Owner's Representative forty-eight (48) hours advance notice of his intention to work overtime, Saturdays, nights, Sundays, holidays, or anytime outside the usual working hours. In no case shall the Contractor do any such Work without first notifying the Owner's Representative to allow arrangements for proper inspection. Unless of an emergency nature, the Owner will not pay for work performed in violation of this paragraph.

The Contractor shall reimburse the Owner all costs for inspection work performed on Sundays or recognized holidays except when this work is required by a permit issued by an agency after the contract has been executed.

## **Article 5.5 Shop Drawings**

The Contractor shall submit for review to the Owner's Representative six (6) copies of those Shop Drawings required by the Contract Documents 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.

The Shop Drawings submitted by the Contractor shall bear his specific written and signed certification that he has verified that the Work shown is in conformance with the contract documents; that he has determined and verified quantities, dimensions, field measurements, and related field construction criteria; and has checked and coordinated the submittal with the requirements of the Work. The Contractor shall indicate on the Shop Drawing submittal any deviation from the requirements of the Contract Documents.

All Shop Drawings shall be clear and legible. Any Drawings submitted that appear to be carelessly prepared, erroneous, or unchecked will be returned to the Contractor for further action and resubmittal.

The Owner's Representative shall submit the Shop Drawings to the Architect/Engineer. With reasonable promptness, the Architect/Engineer will review and approve or take other appropriate action on the submittals, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. The Architect/Engineer's approval of a specific item will not indicate approval of an assembly of which the item is a component.

The Architect/Engineer will state the reasons for rejection and/or resubmittal requirements if applicable.

The Contractor shall specifically note if revisions on resubmittals are other than those requested by the Architect/Engineer on previous submittals.

The Architect/Engineer, upon his approval, will return two copies of the Shop Drawings to the Contractor. If the Contractor requires more than two (2) copies, he shall submit such additional copies.

The Architect/Engineer's approval of Shop Drawings does not relieve the Contractor of responsibility for any deviation from the Contract Documents unless the Contractor has informed the Architect/Engineer in writing of the specific deviation and the Architect/Engineer has approved the specific deviation in writing. Errors and omissions that may occur in the Shop Drawings are the responsibility of the Contractor. The Contractor is not relieved of this responsibility by the Architect/Engineer's approval of the Shop Drawings.

When Shop Drawings are required on a portion of the Work, the Contractor shall not commence that portion of Work or any item relying on said portion of Work until the Architect/Engineer gives written approval of the Shop Drawings.

The Contractor shall keep one copy of all Contract Documents, including modifications, and one copy of approved Shop Drawings in good order and available to the Architect/Engineer or his representative at the construction site.

#### **Article 5.6 Product Data**

The Contractor shall submit for approval six (6) copies of complete Product Data for those items for which submittals are required by the Contract Documents including, but not limited to: specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number, and operations and maintenance data. The Contractor shall submit such submittals with reasonable promptness and in such sequence as to not cause a delay in the Work, in the Work of the Owner, or any separate Contractor. With reasonable promptness, the Architect/Engineer will review and approve or take other action on the submittals. The Contractor shall not order equipment before receiving approval by the Architect/Engineer.

Product Data for equipment approved by the Architect/Engineer shall not in any case supersede the Contract Documents. The approval by the Architect/Engineer shall not relieve the Contractor from responsibility to correct deviations from Drawings or Specifications, unless he has in writing called the Architect/Engineer's attention to such deviations at the time of submission and secured the Architect/Engineer's written approval, nor shall it relieve him from responsibility to correct errors of any sort in the items submitted. The Contractor shall check and approve the item described by the Product Data with the Contract Documents for deviations and errors prior to submittal to the Architect/Engineer for approval. It shall be the responsibility of the Contractor to ensure that items to be furnished fit the space available as shown in the Contract Documents.

Upon approval of the equipment by the Architect/Engineer, the Contractor shall furnish four (4) copies of Product Data of all equipment or components together with operations and maintenance instructions.

#### **Article 5.7 Submittal List**

The Contractor shall complete, submit, and/or comply with all requirements as indicated in the Submittal List located in the bidding documents. The Contractor is hereby advised that the Submittal List is not an all-inclusive document. The Submittal List does not relieve the Contractor from his obligation to comply with all submittals, certifications, or other requirements as specified in these specifications or in the plans. The Contractor is responsible for determining that all submittals, certifications, and/or requirements are met, whether or not specifically addressed in the Submittal List.

#### **Article 5.8 Materials**

All materials and equipment furnished under the Contract shall be new unless otherwise specified and shall be of good quality, shall be free from defects, and shall conform to the requirements of the Contract Documents. Substitute materials shall not be used unless

approved by the Owner's Representative prior to installation. When required by the Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

In order to establish standards of quality, the Technical Specifications may refer to certain products by name and catalog number. This does not eliminate from competition other products of equal or better quality by other manufacturers. The words "approved equal" are implied regardless of whether or not they appear.

The Contractor shall furnish the Owner's Representative with the list of proposed substitutions within ten (10) calendar days of the effective date of the Notice to Proceed (or such time as may be approved by the Owner's Representative), together with complete engineering and catalog data in sufficient time prior to their use to give the Owner's Representative adequate time for review. Failure on the part of the Contractor to obtain the necessary approval prior to ordering or using such alternate material or equipment shall not relieve the Contractor of furnishing acceptable material or equipment as required by the Contract Documents.

When the Owner's Representative judges the proposed substitute material or items of equipment to be unacceptable, the Contractor shall abide by the Owner's Representative's decision and shall furnish the specified material or item of equipment. The Owner's Representative will approve or disapprove proposed substitutions in writing within a reasonable time.

The Contractor shall store materials in such a manner as to ensure the preservation of their quality and fitness for use. When considered necessary to protect materials against cold or dampness, or to keep them clean and free from dust, dirt, or other detrimental matter, suitable sheds, platforms, and covers will be used that provide easy access to stored materials for inspection whenever access is requested by the Owner's Representative.

The Contractor shall apply, install, connect, erect, use, clean, and condition manufactured articles, material, and equipment as directed by the Manufacturer. In the event of conflict between the manufacturer's directions and the Contract Documents, the higher standard requirements shall govern.

#### **Article 5.9 Testing of Materials**

The Contractor shall conduct all tests in accordance with methods as described and designated in the Contract Documents. The Owner shall provide and pay for tests of materials that are required on site, unless otherwise specified in the Supplementary Conditions. The Contractor shall provide and pay for all factory testing, mill testing, and other off-site testing as specified or required to conform to codes and industry standards.

The Contractor shall provide such labor and facilities as may be required for collecting and forwarding samples to the local testing laboratory necessary for testing and shall hold the materials represented by the samples until tests have been made and the materials found equal to the requirements of the Specifications. The Contractor in all cases shall furnish the required samples without charge.

The Owner's Representative may periodically require repetitive testing of materials in constant use. The Contractor shall pay for retesting when materials have previously been tested and have not met the requirements of the Contract Documents.

In the absence of any definite Specification, materials and tests shall meet the specifications and requirements of the American Society for Testing and Materials (ASTM) and the American Association of State Highway Transportation Officials (AASHTO).

Wherever a particular ASTM or AASHTO specification is referred to by number, such reference shall include all amendments and additions thereto adopted by the ASTM or AASHTO prior to the award of the Contract.

Repetitive testing of materials in constant use may be required periodically by the Owner's Representative. Required retesting shall be accomplished at the expense of the Contractor when materials have previously been tested and have not met the requirements of the Contract Documents.

#### **Article 5.10 Contractor's Authorized Representatives and Employees**

The Contractor shall, within five (5) days after the Notice to Proceed, in writing, name the Superintendent, and file with the Owner's Representative a list of all persons who are authorized to sign documents on behalf of the Contractor to fully bind the firm.

The Superintendent shall be thoroughly qualified and experienced, shall be completely familiar with the requirements of the Contract Documents, shall direct all Work, and shall be present at the project site or readily available at all times while Work is in progress.

The Contractor shall employ only qualified journeymen, mechanics, operators, tradesmen, and installers who are thoroughly skilled and experienced in their respective trades or specialties. When apprentices and helpers are employed, they shall be under the supervision of qualified journeymen mechanics and tradesmen at all times.

The Contractor shall at all times enforce strict discipline and good order among his employees and Subcontractors and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Owner's Representative may require the Contractor to remove from the Work any employee or Subcontractor that the Owner's Representative deems incompetent, careless, or otherwise objectionable.



### **Article 5.11 Subcontracting**

If any part of the Work to be done under the Contract is subcontracted, the subcontracting shall be done in accordance with the following provisions:

The Contractor shall provide the Owner's Representative, in writing, a list of Subcontractors within 10 days of Notice to Proceed and prior to subcontractor working on site, together with a summary of the extent and character of the Work each Subcontractor shall do. If, for sufficient reason, at any time before or during the progress of the Work, the Owner's Representative determines that any Subcontractor is incompetent or undesirable, he will notify the Contractor accordingly. The Contractor will take immediate steps for cancellation of such subcontract. Subletting by Subcontractors shall be subject to the above.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them. Nothing contained in the Contract Documents shall create a contractual relation between any Subcontractor and the Municipality.

The subcontracting of any of the Work to be done shall in no way relieve the Contractor of any part of his obligations under the Contract.

### **Article 5.12 Right of the Municipality to Do Work**

The Municipality has the right to do Work and may award other Contracts in connection with the Work under this Contract or nearby projects. The Contractor shall conduct his operations to interfere as little as possible with other Contractors or Subcontractors on or near the Work.

### **Article 5.13 Safeguarding of Excavations**

The Contractor shall provide such safeguards and protections around and in the vicinity of all excavations as may be necessary to prevent damage to property or injury to persons.

Contractor shall backfill all trench excavations to the top of the trench at the end of each working day, except, at Contractor's option, he may leave open a "bell-hole" if it is properly barricaded and if adequate signing and warning lights are placed to prevent inadvertent entry by vehicular or pedestrian traffic. If groundwater or surface water results in standing water in the remaining excavation, the Contractor shall provide continuous pumping during the nonworking hours to maintain the excavation in a dewatered condition. All roadways shall be left in a drivable condition for normal vehicular and transport operations at the end of each day's operation, except where the Owner's Representative has approved road or lane closures.

These requirements shall in no way relieve the Contractor of the obligation to restore private property to its preconstruction condition.

#### **Article 5.14 Use of Explosives**

In the handling and storage of explosives, the Contractor must comply with all federal, state and municipal laws, and shall use every precaution to prevent injury to persons and damage to property. The Contractor shall provide secure storage places, identified with warning signs. Only persons licensed and experienced in the handling of explosives shall be allowed to use them. Before detonating explosives, the Contractor shall sound a warning and remove all persons from within the radius of danger. The Contractor shall provide proof of license to the Owner's Representative prior to handling and use of explosives.

#### **Article 5.15 Duties of Inspectors**

Inspectors will be authorized to inspect all Work and Materials. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors will not be authorized to alter or waive the provisions of the Contract. Inspectors will not be authorized to issue instructions contrary to the Contract Documents or to act as supervisors for the Contractor.

Inspectors will immediately inform the Contractor of any deficiency known to exist in the Work and any laboratory test results related to the Work.

The Contractor's responsibility for Work performed under the Contract shall in no way be relieved because of the presence or absence of an inspector. An inspector, by his presence, does not render Work acceptable.

#### **Article 5.16 Inspection**

The Contractor shall allow the Architect/Engineer and his representatives and the Owner's Representative access to all parts of the Work at all times and shall furnish them with every reasonable facility for ascertaining whether or not the Work is in accordance with the requirements and intent of the Contract Documents. Upon the request of the Owner's Representative, the Contractor shall, at any time before Final Acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined, prove acceptable, the Owner will pay for the uncovering, removing, replacing of the coverage, and restoration of the parts removed as extra work.

Should the Work so exposed or examined prove unacceptable, the Contractor shall pay for the uncovering, removing, replacing of the covering, and restoration of the parts removed.

#### **Article 5.17 Work Limits, Easements, and Rights-of-Way**

The Owner will provide work limits, rights-of-way and easements for the Work. Information regarding the width and status of easements is shown on the Drawings. The

Contractor shall comply with all Supplementary Conditions, provisions, stipulations, and restrictions thereof. The Contractor shall confine his operations to the designated work areas, rights-of-way and easements and shall observe all restrictions. Prior to the start of construction of this project, the Contractor will ensure that all permits necessary for the construction of the project, including right-of-entry for driveway reconstruction, have been obtained and will ensure that they are available on the job site at all times.

The Contractor will be responsible for any trespass upon adjacent property or injury thereto resulting from or in connection with his operations. The Contractor shall be liable for any claims that may be made on account of trespass and shall provide a written statement from the property owner of full restoration or satisfactory resolution prior to Final Acceptance of the Work. The Contractor shall not have the right to remove materials from a right-of-way, easement, or work area unless otherwise provided in the Contract Documents.

Should the Contractor desire to go outside designated work areas, rights-of-way or easements, he shall provide the Owner's Representative with written permission from the property owner before entering such property. The written permission shall specifically provide that the property owner will not hold the Municipality or its employees, agents, or consultants liable for use of or damage to this property.

#### **Article 5.18 Responsibility for Damages**

The Contractor shall be responsible for all damages to property; injury to persons; and loss, expense, inconvenience, and delay that may be caused by or that may result from any act, omission, or neglect of the Contractor, his Subcontractors, or his employees in the performance of the Work.

It is specifically understood between the parties executing the Contract that the Contract Documents do not make anyone a third-party beneficiary, nor does the Contract authorize anyone not a party to maintain a lawsuit for personal injuries or property damage.

#### **Article 5.19 Repair of Damages Caused by Contractor**

All damage and injury to property that is caused by or that results from the carrying out of the Work, or from any act, omission, or neglect of the Contractor, his Subcontractors, or his employees, shall promptly be remedied by the Contractor either by the repairing, rebuilding, or replacing of the property damaged or in some other manner satisfactory to the owner of such property. In case of failure on the part of the Contractor to promptly and satisfactorily remedy such damage or injury, the Municipality may proceed to repair, rebuild, or replace such property as required, and the cost thereof will be deducted from any monies due or that may become due the Contractor.

In applying the above provisions, the repairing, rebuilding, or replacing of damaged property shall be understood to include the providing of any temporary facilities that may be needed to maintain normal service until the required repairing, rebuilding, or replacing is accomplished.

This provision also applies to all areas used by the Contractor for staging of the construction and shall include restoring those properties to their original condition to the satisfaction of the Owner's Representative.

#### **Article 5.20 Unauthorized and Defective Work**

Any unauthorized or defective Work found to exist during construction shall be immediately remedied by the Contractor. If the Contractor fails to correct unauthorized or defective Work, the Owner may, three (3) days after a written notice to the Contractor, correct such deficiencies and deduct the cost thereof from any payment due the Contractor without prejudice to any other remedy including the use of Article 5.29 – Termination of Contract by Owner.

#### **Article 5.21 Changes in the Work**

The Owner's Representative shall have the authority to order changes in the Work requiring an adjustment in the Contract amount and/or time. Such changes in the Work shall be performed in accordance with any supplemental Drawings and instructions as the Owner's Representative may issue. Any single change in the Work, or cumulative changes in the Work, which will cause the total value of the Contract to exceed the limits stated in AMC 7.15.080, requires Assembly approval. The Owner will pay for additions to the Work or take credit for reductions to the Work using one of the four methods described below.

- 1) Negotiated unit or lump sum prices.
- 2) Time and Material prices (when the Owner's Representative determines that contract prices or negotiated prices do not apply).
- 3) Contract unit or lump sum prices (if they have been included as a part of the Contract).
- 4) No cost changes (when the Owner's Representative determines that a change is necessary which does not affect the price or time for the work).

Prior to the Owner's Representative authorizing payment for changed work, the Contractor shall furnish a Change Order Proposal that is itemized as required by the Owner's Representative for both additions and deletions to the Work.

The Contractor's Change Order Proposal shall be in sufficient detail to permit an analysis of all materials, labor, equipment, subcontracts, insurance, bonds, overhead costs and profit and shall cover all Work involved to accomplish the modification whether deleted,

added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. The Contractor agrees that it will incorporate the provisions of this Article 5.21 into all agreements with lower tier subcontractors.

If the Contractor's Change Order Proposal includes a request for a time extension, a justification thereof shall also be furnished. The Change Order Proposal together with the price breakdown and time extension justification shall be furnished by such date as may be specified by the Owner's Representative.

Each Change Order Proposal shall include a clear summary of the contract requirements; the reason for the requested change; a description of the change and whether additional time or other compensation is requested or credit offered to the Owner. Unless agreed at the time of the Owners Representative's acceptance of the Change Order Proposal, and formalized by an executed Change Order, any and all increased costs or delays resulting directly or indirectly from an unapproved Change Order Proposal will be borne solely by the Contractor.

**1) Negotiated Changes:** When extra work is ordered by the Owner's Representative to be performed on a negotiated unit or lump sum basis, the Contractor will be required to submit a properly itemized Change Order Proposal covering all the additional work and/or work to be deleted. The proposal will be itemized for the various components of work and segregated by labor, material, and equipment costs in a format satisfactory to the Owner's Representative. Each proposal will include similar itemized costs for all subcontractors, regardless of tier. The labor, material and equipment components of each proposal shall include the following:

**Allowances for Profit and Overhead for Negotiated Changes:**

Contractor Change Order Proposals for the performance of changed work shall include all direct costs for labor, materials, and equipment as described above. The Owner's Representative will review the proposals for reasonableness and adequate detail in order to reach agreement with the Contractor before including allowances as described below:

- In addition to the direct costs of labor, materials and equipment incurred by the Contractor, the Contractor shall be entitled to an allowance for profit and overhead. This allowance shall be 20% of direct costs.
- If work is performed by a subcontractor, the subcontractor actually performing the work shall be entitled to those allowances for profit and overhead listed above, and each subsequent higher tiered subcontractor or Contractor shall be allowed an additional 10% markup on the subcontractor's direct costs, up to a maximum of two tiers of subcontractors.

The allowance made in accordance with the terms outlined above will be understood to be complete reimbursement and compensation for all indirect costs associated with changed work including, but not limited to job office overhead, home office overhead, project management, superintendents, general foremen, estimating, engineering, detailing, legal, accounting, shop drawings, submittals, costs of small tools and small equipment, warranty, bond cost, insurance premiums, and profits.

Any allowance made by the Contractor to a Subcontractor, other than specified herein, shall be at the expense of the Contractor.

**2) Time & Material Changes:** When extra work is ordered by the Owner's Representative to be performed on a time and materials basis, the Contractor will be required to perform the extra work at the actual direct cost for labor, materials and equipment plus allowances for profit and overhead. In order for payment to occur, the Contractor must document all direct costs in a manner acceptable to the Owner's Representative. The contractor shall provide daily time sheets with the names of all Contractors employees working on the changed work, the number of hours each employee works on the changed work, and a description of the work performed. In addition, the Contractor shall provide daily records of all equipment used to perform the changed work showing the number of hours each piece of equipment was used, a description of the work performed, and the name of the equipment operator. All materials incorporated into the changed work shall be documented with itemized invoices from vendors and suppliers.

#### **Labor:**

Labor costs shall include the direct hourly cost of labor stated on the certified payroll for each labor classification plus other direct labor costs including, but not limited to, FICA, Workers' Compensation, ESC, and public liability and property damage insurance when premiums are based on a percentage of payroll. The labor costs shall include only those direct labor hours required to perform the changed work for workers and working foremen. Supervision above the level of working foremen (such as general foremen, superintendents, and project managers, etc.) shall not be included in labor costs and shall be considered to be included in the Overhead and Profit Markup as described later in this Article 5.21.

#### **Materials:**

Costs for materials and supplies, including freight, will be based on the net actual cost of the material and supplies required to perform the changed work, as verified by appropriate vendor and third party invoices. Material costs shall reflect cost reductions available to the Contractor due to trade discounts, volume rebates, and price reductions for prompt payments, if applicable. Material costs

must be itemized to display the unit price for each specific item incorporated into the work

### **Owned Equipment (over \$500):**

For any machinery or special equipment (other than small tools less than \$500) the Contractor shall include costs for the rental rates in the current edition and appropriate volume of the "Rental Rate Blue Book For Construction Equipment," (hereinafter referred to as the "Blue Book"), published by Dataquest, Inc. Hourly rental rates shall be determined as follows:

- The established hourly rental rate shall be equal to the monthly rate for the basic equipment plus the monthly rate for applicable attachments necessary to perform the work, both divided by 176, all multiplied by the area adjustment factor, plus the estimated hourly operating costs listed in the Blue Book.
- The area adjustment factors shall be applied for those sections the "Blue Book" containing an area adjustment map.
- The "Equipment Life" adjustment factor sections shall not apply.

For equipment not listed in the Blue Book, the Contractor shall receive a rental rate as agreed upon before the changed work is begun. If agreement cannot be reached, the Owner's Representative reserves the right to establish a rate based on similar equipment shown in the Blue Book or based on prevailing commercial rates in the area.

### **Rented Equipment (over \$500):**

Costs for equipment brought to the work site and rented or leased specifically for work required under this section shall be included at the actual rental rate and supported by invoices from the equipment vendor. Rental rates for equipment shall be consistent with prevailing rates for similar equipment in the area.

Costs for rented equipment previously on the site and utilized specifically for changed work shall be included at the actual rental rate and supported by invoices from the equipment vendor, provided the hourly rate for this equipment shall not be greater than the hourly rate paid for that same equipment for other work in this contract.

Time for both owned and rented equipment will be estimated to the nearest one-quarter hour for purposes of computing compensation to the Contractor for equipment utilized under these rates.

The equipment rates for both owned and rented equipment as determined above shall be full compensation for providing the required equipment and no additional compensation will be made for other costs such as, but not limited to, fuels, lubricants, replacement parts or maintenance. 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.

When it is necessary to obtain equipment from sources beyond the project limits exclusively for changed 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. Move-in allowance shall not be made for equipment brought to the project for changed work which is subsequently retained on the project and utilized for completion of contract items.

- In addition to the direct costs of labor, materials and equipment incurred by the Contractor, the Contractor shall be entitled to an allowance for profit and overhead. This allowance shall be 15% of direct costs.
- If work is performed by a subcontractor, the subcontractor actually performing the work shall be entitled to those allowances for profit and overhead listed above, and each subsequent higher tiered subcontractor or Contractor shall be allowed an additional 10% markup on the subcontractor's direct costs, up to a maximum of two tiers of subcontractors.

The allowance made in accordance with the terms outlined above will be understood to be complete reimbursement and compensation for all indirect costs associated with changed work including, but not limited to job office overhead, home office overhead, project management, superintendents, general foremen, estimating, engineering, detailing, legal, accounting, shop drawings, submittals, costs of small tools and small equipment, warranty, bond cost, insurance premiums, and profits.

Any allowance made by the Contractor to a Subcontractor, other than specified herein, shall be at the expense of the Contractor.

**3) Unit Price Changes:** When extra work is ordered by the Owner's Representative to be performed on a unit price basis, the contract amount will be adjusted for both added quantities and deductive quantities in accordance with those unit prices that have been incorporated into the Contract, unless the Owner's Representative determines there is a



more equitable method. For changed work authorized by the Owner's Representative, the Contractor shall submit a Change Order Proposal itemizing the quantities of each item of work for which there is an applicable unit price. The applicable unit prices will be applied to the net differences of all quantities of the same item. These unit prices will be considered to cover all direct and indirect costs of furnishing and installing the item, including all profit and overhead for contractor and subcontractor.

**4) No Cost Changes:** The Owner's Representative shall have authority to order changes in the Work that in his opinion do not require an adjustment in the Contract amount or an extension of time and are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

If the Contractor claims that such written instructions or orders involve extra costs or an extension of time, he shall make his claim by following the procedures set forth in Article 5.22 - Claims for Additional Compensation. The Contractor shall proceed with the Work as directed by the Owner's Representative while his claim is being evaluated and shall not delay the Work while waiting for a decision.

#### **Article 5.22 Claims for Additional Compensation**

Except as elsewhere restricted, the Contractor may make a claim for additional compensation when he believes that he has incurred additional costs due to the acts, errors, or omissions of the Owner. If the Contractor becomes aware of any act or occurrence that may form the basis of a claim, the Contractor shall make every effort to mitigate the extent of any amounts claimed for additional compensation and shall immediately inform the Owner's Representative in writing of the potential for the claim, providing sufficient information to outline the basis of the claim. If the matter is not resolved within seven (7) days, the Contractor shall, within the next fourteen (14) days, submit written notice of the facts that may form the basis of the claim.

Thereafter, the Contractor shall submit the claim in writing to the Owner's Representative within twenty-one (21) days of the submission of the written notice of the facts unless the Owner's Representative agrees in writing to an extension of time for good cause shown. The Owner's Representative may grant up to a sixty (60) day extension only upon the written request of the Contractor in which all reasons for the request are stated. The Contractor agrees that unless these written notices are provided, the Contractor will have no entitlement to compensation for the acts, errors, or omissions of the Owner, the Architect/Engineer, or any other Contractor employed by the Owner. The Contractor shall in all cases continue performance of the Contract.

The written claim presented by the Contractor shall be complete and adequately stated. It shall specifically include the facts and circumstances surrounding the claim and the Contract provisions under which the claim is made; the Contractor's assertion as to the

original requirements of the Contract Documents and the basis for that assertion or position, citing all pertinent Specifications, Details, Plan notes or other Contract provisions; a clear certification that the Contractor's Bid Costs were in fact based on the stated original interpretation; the Contractor's assertion as to the revised requirements of the Contract Documents, citing all pertinent Contract provisions, or lack thereof, and other records on which that assertion or position is based; a narrative description of the increase in the Scope of Work resulting from the revision in the requirements; the Pay Items and quantities affected by the alleged change; references to previous notices of pending claim; and the specific relief requested, including both time extension and additional cost compensation and the basis on which both were calculated. In the case of cost compensation, such basis for specific relief shall include the labor classifications, rates and additional time; the equipment descriptions, rates and additional time; material descriptions, unit prices and quantities; and appropriate supporting documentation as to materials, unit prices, labor rates, and equipment rates.

Claims presented that do not include the above information or are otherwise considered to be incomplete will be returned to the Contractor without review by the Owner's Representative. The Owner's Representative will render a decision as to the merit of a properly presented claim within sixty (60) days of its receipt. Any change in the Contract amount resulting from such claim will be subject to approval by the Owner through the execution of a Change Order.

#### **Article 5.23 Time for Completion of Work**

The Owner shall indicate in the Supplementary Conditions either a time period for completion of the Work or a completion date. Time is of the essence in the Contract. Therefore, the Work to be performed under the Contract shall be completed in its entirety within the time period specified or before the completion date.

The Contractor shall furnish all labor, materials, facilities, and equipment and shall work the required hours, including night shifts, overtime operations, and Saturdays, Sundays, and holidays (per the requirements in Article 5.4 – Unusual Working Hours, Holidays, Saturdays, and Sundays) as may be necessary to ensure the completion of the Work within the time specified.

Failure of the Contractor to comply with the requirements of this Article may be considered grounds for termination under the provisions of Article 5.29 - Termination of Contract by Owner.

#### **Article 5.24 Delays and Extension of Time**

If the Contractor is delayed, beyond his control and without fault or negligence on his part, at any time in the progress of the Work by any act or neglect of the Owner or by changes ordered in the Work or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavailability of materials for which orders were timely placed, or by unavoidable casualties, then the time period for completion or the completion date may be extended by a Change Order, for such reasonable time as

the Owner's Representative may determine, without invalidating any of the provisions of the Contract and without the consent of the Surety.

Any claim for extension of time shall be made in accordance with the procedures set forth in Article 5.22 - Claims for Additional Compensation. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable impact of such delay on the progress of the Work.

#### **Article 5.25 Suspension of Work**

By executing a contract, the Contractor agrees that the Owner has the undisputed right to suspend the Work and that this right is a material condition of the contract. The Contractor shall immediately suspend the Work as directed in the written order. Failure of the Contractor to immediately suspend the Work as directed shall constitute a material and immediate breach of the contract by the Contractor. The Owner may terminate this contract for default without providing the ten (10) day notice specified in Article 5.29 – Termination of Contract by Owner, should the Contractor fail, refuse or otherwise not immediately suspend the Work as directed.

The Work may be suspended in whole or in part by order of the Owner's Representative for the convenience of the Owner. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the Work during the time it is suspended. Suspension of the Work by the Owner's Representative for the convenience of the Owner may furnish grounds for a claim by the Contractor for additional compensation and/or a time extension, in which case the Contractor, when making a claim, shall comply with the provisions of Article 5.22 - Claims for Additional Compensation.

Upon the failure of the Contractor to carry out the orders of the Owner's Representative or to perform in accordance with the Contract Documents, the Owner's Representative may suspend the Work for such period as may be necessary. Time lost by reason of such suspension, or replacement of improper work or material, shall not furnish any grounds to the Contractor for claiming additional compensation and/or an extension of time and shall not release the Contractor from any liability for damages or for failure to complete the Work within the time prescribed.

In the event that a suspension of Work is ordered in writing by the Owner's Representative due to unsuitable weather or unforeseen conditions, and, in the opinion of the Owner's Representative, the Contractor has prosecuted the Work with due diligence prior to the time of suspension, the Contractor may be due an extension of time.

Where the Contract provides for a time period for completion and the Work is suspended for the convenience of the Owner or unsuitable weather or unforeseen conditions and the Contractor has prosecuted the Work with due diligence, the time period and liquidated damages provision of the Contract shall be tolled until a Notice to Resume Work is issued by the Owner's Representative.

## **Article 5.26 Final Trimming of Work**

The Contractor shall be responsible for all repair to the Work as necessary to overcome deterioration or damage that may occur prior to final inspection. The Contractor at all times shall keep the premises free from accumulation of waste materials, rubbish, and debris. The Contractor shall grade all existing driveways on, and which have been affected by the project within the rights-of-way or easements as directed by the Owner's Representative. At the completion of the Work, all waste materials, rubbish, debris and temporary structures from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials shall have been removed from the Project area. The Work shall be in a neatly trimmed and well-finished condition throughout the Project area at the time of Final Inspection. This Work shall be considered incidental to the contract unless there is a specific contract item for this Work.

At any time during the progress of construction that cleanup is not keeping pace with the rest of the Work in the opinion of the Owner's Representative, the Contractor shall at the direction of the Owner's Representative suspend all operations on the major items of work until the premises are cleaned up to the satisfaction of the Owner. Any additional expense involved will be the sole responsibility of the Contractor, and the Owner will not be held liable for this additional expense.

All street name signs, traffic control signs, mailboxes, newspaper boxes, property corner markers, survey markers, survey monuments, and utility markers removed to facilitate the Work or damaged by the Contractor's operations shall be restored by the Contractor unless otherwise directed. Items damaged by the Contractor during removal, storage, or restoration shall be repaired or replaced in kind by the Contractor. Repairing or replacing damaged items shall be considered incidental to the Contract, and no separate payment shall be made.

## **Article 5.27 Final Inspection**

When the Contractor, by his own comprehensive inspection, has concluded that all Work is completed, all code compliance inspections are performed, and all other contract requirements are fulfilled, he shall notify the Owner's Representative in writing of completion and request a pre-final inspection of the Project. This inspection will be performed in the presence of a representative of the Owner, the Architect/Engineer, and the Contractor. The Contractor will make available copies of all required code compliance inspection reports at this inspection. All deficiencies indicated by this inspection will be listed and promptly furnished to the Contractor for remedial action. When all listed deficiencies have been corrected, the Contractor shall notify the Owner's Representative, and a Final Inspection will be performed. When the Final Inspection verifies correction of the listed deficiencies, the Owner's Representative will issue a Certificate of Completion.

When the Final Inspection reveals uncorrected listed deficiencies, the above outlined procedure shall be repeated and the cost of reinspection will be deducted from any money due the Contractor. This cost will include, but is not limited to, salaries, administrative, and transportation costs.

## **Article 5.28 Liquidated Damages**

For each calendar day that the Substantial Completion and/or Final Acceptance date is delayed beyond the Contract Completion Date, the sum per day listed in the Supplementary Conditions shall be deducted from any monies due the Contractor. After Substantial Completion, the Owner shall deduct from any monies due the Contractor the sum per day listed in the Special Provisions for every calendar day that the Final Acceptance date is delayed beyond the Contract Completion Date. If no money is due the Contractor, the Owner shall have the right to recover said sums from the Contractor or the Surety, or both.

The Contractor acknowledges that the daily amount of the Liquidated Damages provision is not a penalty but rather is a reimbursement for damages that the Owner will sustain by reason of delayed completion. The Contractor further acknowledges that the daily amount of Liquidated Damages is a reasonable alternative to the complex calculations that would otherwise be necessary to determine such damages.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of the Owner's rights under the Contract.

## **Article 5.29 Termination of Contract by Owner**

If the Contractor should be adjudged bankrupt; if he should make a general assignment for the benefit of his creditors; if a receiver should be appointed on account of his insolvency; if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials for the efficient prosecution of the Work; or if he should persistently disregard laws, ordinances, or the instructions of the Owner's Representative, or otherwise substantially violate any provisions of the Contract, then the Owner may without prejudice to any other right or remedy and after giving the Contractor and his Surety ten (10) days concurrent written notice, terminate the Contract and take possession of the premises and of all materials, tools, and appliances thereon. Notwithstanding the preceding, the Owner may immediately terminate this contract for default without providing a ten (10) day notice if the Contractor fails, refuses or otherwise does not comply with a written order by the Owner's Representative that may involve issues of safety or a suspension of work issued under Article 5.25 – Suspension of the Work. When the Contractor and Surety are notified of the termination of the Contract, the Owner may demand that the Surety fulfill its obligations under the Performance and Payment Bond. Should the Surety fail to perform its obligations under the Bond upon demand of the Owner, then the Owner may finish the Work by whatever method that the Owner determines expedient. The Contractor and his surety shall be responsible for compensating the owner for all excess costs, including applicable liquidated damages and all added procurement costs incurred in accomplishment of the Contract Work.

In the event that the Owner terminates the Contract, the Owner does not waive any other right or remedy under the Contract or any other right or remedy available at law or equity.

The Contractor may not be allowed to bid on any Owner's contracts for a period of two (2) years following the date of this termination by the Owner.

In the case of termination before completion for any cause whatsoever, the Contractor, if notified to do so by the Owner, shall promptly remove equipment and supplies from the premises of the Owner. Failure to do so will authorize the Owner to remove such equipment and supplies from the premises at the expense of the Contractor.

### **Article 5.30 Termination of Work for Owner's Convenience**

At any time during the term of this contract, the Owner may terminate the Work, in whole or in part, for any reason that the Owner's Representative shall determine to be in the best interest of the Owner. Any such termination shall be effected by delivery of a Notice of Termination to the Contractor, specifying that the termination is for the convenience of the Owner; the extent to which performance of the Work under the Contract is terminated; and the date upon which such termination becomes effective.

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

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under the contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the contract;
5. Submit to the Owner's Representative a list, certified as to quantity and quality, of any or all termination inventory items, excluding items that the Owner's Representative directed or authorized disposition of;
6. Transfer to the Owner's Representative the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Owner;
7. Take such action as may be necessary or as the Owner's Representative may direct for the protection and preservation of the contract-related property that is in the possession of the Contractor and in which the Owner has or may acquire any interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable cost under this clause.

When the Owner orders termination of Work, effective on a certain date, all completed Work will be paid for at the contract price. Payment for materials included in the material inventory described in item 5 listed above will be paid at actual cost delivered to the project or storage site, including transportation charges. Allowable total markup on the actual cost shall be fifteen percent (15%).

After receipt of a Notice of Termination, the Contractor shall submit to the Owner's Representative his claim for alleged additional damages or costs not covered above or elsewhere in these specifications as provided in Article 5.22 – Claims for Additional Compensation. In no event, however, will loss of anticipated profits be considered as part of any settlement.

### **Article 5.31 Use of Completed or Uncompleted Portions**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, prior to the date specified for completion, and such action and use shall not be considered an acceptance of that Work. If such use by the Owner causes additional expense to the Contractor and/or delay in the Work, the Contractor may be entitled to additional compensation and/or an extension of time. Claims for additional compensation or a time extension shall follow the procedures set forth in Article 5.22 - Claims for Additional Compensation. The Owner shall be responsible for routine maintenance or damages caused by the Owner's use of such portions of the Work.

### **Article 5.32 Preconstruction Conference**

Within five (5) days after delivery of the executed agreement by the Owner to Contractor, but before the Contractor begins the Work at the site, a Preconstruction Conference will be held to review the contractor's schedules and plans, to establish procedures for handling shop drawings and other submissions, to establish procedures for submitting and processing applications for payment, and to establish a working understanding between the parties as to the project. The Owner or his Representative, the Architect/Engineer, the Inspector, and the Contractor and his Superintendent and key Subcontractors' representatives will be present at the meeting. Construction Progress Meetings will be conducted each month on a scheduled basis to review work progress, schedules, and other matters requiring discussion and resolution. At a minimum, the Owner, Architect/Engineer, and Contractor's Project Manager, or their representatives,

will attend the Construction Progress Meetings, which will be conducted on the project site.

## **SECTION 00 72 13.06      LEGAL RELATIONS AND RESPONSIBILITIES**

### **Article 6.1    Laws to Be Observed**

The Contract shall be governed by the laws of the State of Alaska. The Contractor at all times shall observe and comply with all federal, state, and municipal laws, ordinances, and regulations in any manner affecting the conduct of the Work and all such orders or decrees existing or which may be enacted or promulgated by legislative bodies, boards, tribunals, or courts having any jurisdiction or authority over the Work. The Contractor shall defend, indemnify, and hold harmless the Municipality and the officers, employees, and agents of the Owner, including the Architect/Engineer, against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees, whether such violations be by the Contractor, his Subcontractor, or his employees.

### **Article 6.2    Notice to Contractors**

Any written notice to the Contractor by the Owner shall be served on said Contractor or his representative either personally or by mailing to the address given in the Contract.

### **Article 6.3    Notice by Contractors**

Any notice to the Owner by the Contractor shall be made in writing and shall be delivered to the Owner's Representative or his representative in person or mailed to the office of the Owner's Representative at the address given in the official Notice to Proceed.

### **Article 6.4    Successors and Assigns**

The Contractor binds himself, his partners, successors, assignees, and legal representatives to the Owner with respect to all covenants, conditions, and obligations contained in the Contract Documents.

### **Article 6.5    Assignments**

The Contractor shall not assign the whole or any part of the Contract or any monies due or to become due the Contractor without written consent of the Owner. If the Contractor assigns all or any part of any monies due or to become due him, the instrument of assignment shall state that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations who performed Work or supplied materials under the Contract.



## **Article 6.6 Permits**

All permits or licenses not required to be obtained by the Owner but which are required by any federal, state, or municipal governmental agency or any public utility shall be obtained and paid for by the Contractor when such permits or licenses are necessary for the prosecution of the Work. The Contractor shall be responsible for all stipulations of these permits and shall be responsible for all costs associated with these permits and their stipulations.

It will be the Contractor's responsibility to give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as specified herein. The Contractor shall also be responsible for requesting all code compliance inspections.

The Owner will obtain the required permits and authorizations for Work within the Alaska Railroad Corporation rights-of-way and permits from the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, and the Alaska Department of Fish and Game. Prior to the start of construction within the scope of such permits, the Contractor shall obtain the necessary approvals and permits relating to the method, plan, and exact schedule of construction for any Work within such rights-of-way, creeks, and wetlands. Failure on the part of the Contractor to comply with any of the stipulations of any of the applicable Owner- or Contractor-acquired permits shall be sufficient cause for the Owner to suspend that Work.

The payment of basic and special fees, established under Anchorage Municipal Code (AMC) Chapter 24.30, AMC 24.30.100.A, AMC 24.30.100.B, and AMC 24.30.100.F,

Permit Fees for Permanent Uses of Public Places (street use ordinance), and which are applicable to the Work, shall not be the responsibility of the Contractor. These fees shall not be considered a bid item, nor shall they be considered incidental to any bid item.

The Contractor shall be responsible for applying for permits and fulfilling all other requirements of the MASS, the Municipal Code, and the Director of the Municipality of Anchorage's Office of Planning, Development, and Public Works pertinent to the approval and issuance of the permits.

The Contractor shall obtain and pay for all permits, deposits and connection fees for tapping any required water and/or wastewater service connection permits for new and disrupted service connections.

## **Article 6.7 Copyrights and Patents**

The Contractor shall defend, indemnify, and hold harmless the Municipality, its officers, its employees, and agents of the Owner, including the Architect/Engineer, from any and all claims, suits, or actions brought for the infringement of any copyright or patent claimed to be infringed by any material, devices, drawings, method, or process to be

incorporated in the Work and/or required to be used in connection with the Work, including all attorney's fees and costs.

## **Article 6.8 Safety**

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees, Owner's Representatives, and the public) and property during performance of the Work. This requirement shall apply continuously twenty-four (24) hours per day, seven (7) days per week and shall not be limited to normal working hours. Safety provisions shall conform to the rules and regulations established by the U.S. Department of Labor, the Occupational Safety and Health Administration (OSHA), the State of Alaska Occupational Safety and Health Section (OSH), as well as all other applicable federal, state, or municipal laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed on other parts of the Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

The Contractor shall develop and maintain, for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program and shall notify the Owner's Representative of the name and contact phone number for this person prior to commencement of the Work.

The duty of the Owner's Representative to conduct construction review of the Work does not include review or approval of the adequacy of the Contractor's safety supervisor, the safety program, or any safety measures taken in, on, or near the construction site.

If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Architect/Engineer and the Owner. In addition, the Contractor must promptly report in writing to the Owner's Representative all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on, or adjacent to, the site, giving full details and statements of witnesses.

If a claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Owner's Representative, giving full details of the claim.

Failure to comply with all applicable safety rules and regulations, notwithstanding any other provision of the Contract, is sufficient cause for termination under the provisions of the Contract.

## Article 6.9 Insurance

Before signing the Contract or commencing the Work or allowing any Subcontractor to commence Work, the Contractor shall obtain all insurance required under this Article. The Contractor shall maintain this insurance until the Final Acceptance Date. The Contractor shall file with the Purchasing Officer as verification of insurance a certificate of insurance on the forms furnished, showing the type and amounts of insurance, the policy number, the expiration date, and the signature of an authorized representative of the insurance company. The insurance company must provide written notification to the MOA contract administrator of any material change, cancellation, or non-renewal of the insurance policies. If the insurer does not notify the MOA in these circumstances, it will be the contractor's responsibility to make that notification. All insurance policies required under this Article shall name the Municipality as an additional insured for the purposes of the Project and shall contain a waiver of subrogation against the Municipality.

The Contractor shall provide the following types of insurance:

### **Workers' Compensation**

\$500,000 Employers Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes

### **Minimum Limits**

Statutory

### **Commercial General Liability**

Bodily Injury and Property Damage Liability  
Premises Operations including explosion, collapse and underground;  
Products and Complete Operations;  
Broad Form Property Damage;  
Blanket Contractual;  
Personal Injury;  
Owner's/Contractor's Protection

### **Minimum Limits**

\$1,000,000 Combined  
Limit Each Occurrence  
and \$2,000,000  
Aggregate

### **Commercial Automobile Liability**

Bodily Injury and Property Damage,  
including all owned, hired, and non-owned  
automobiles

### **Minimum Limits**

\$1,000,000 Combined  
Limit per Occurrence

When specified in the Supplementary Conditions, the Contractor shall provide the following additional coverages:

<b>Coverages</b>	<b>Minimum Limits</b>
Federal Longshoremen and Harbor Workers Compensation Act :	Statutory
Federal Maritime Liability Law (Jones Act:)	\$1,000,000
Builder's Risk:	Total Contract Amount

**NOTICE TO "OUT OF STATE" CONTRACTORS:**

A Certificate of Insurance for Alaska Worker's Compensation, or an "other states" endorsement on your home state Worker's Compensation policy, is required prior to execution of a Contract or commencement of any contract performance, if any in-state visits or Work is required or anticipated.

**Article 6.10 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Municipality and the Architect/Engineer and their agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by the Contractor or Subcontractors, or anyone for whose acts the Contractor or Subcontractors may be liable, regardless of whether or not the claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

In any and all claims against the Municipality or the Architect/Engineer or their agents or 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 may be liable, the indemnification obligation under this Article 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 or any Subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts.

**Article 6.11 Claims by Workers, Suppliers, and Subcontractors**

In the event the Contractor or any Subcontractor fails, neglects, or refuses to make prompt and full payment for labor, services, materials, supplies, or provisions furnished by any person in connection with the Work, then the Owner may withhold the amount due from the Contractor's progress payments provided that an affidavit of claim on the form furnished is filed with the Owner's Representative. The withholding by the Owner does not relieve the Contractor or his Surety from their obligations with respect to the payment

of such claims. Sums withheld from progress payments will be disbursed pursuant to Article 7.5 - Payment of Claimants.

#### **Article 6.12 Certified Payroll**

The Contractor shall file a certified payroll on Friday of each week that covers the preceding week; the payroll shall be filed with the State of Alaska Department of Labor, Labor Standards and Safety Division, Wage and Hour Administration.

#### **Article 6.13 Lawsuits**

If a lawsuit is filed by the Contractor or his Surety against the Municipality or by the Municipality against the Contractor or his Surety, the suit shall be commenced in the Superior Court, Third Judicial District, in Anchorage, Alaska.

If one of the questions at issue is the satisfactory performance of the Work by the Contractor, and should the appropriate Court decide that the Work of the Contractor was unsatisfactory, then the Contractor or his Surety shall reimburse the Owner for all legal and all other expenses incurred by the Owner because of the lawsuit as may be allowed and set by the Court. Further, it is agreed that the Owner may deduct such costs from any sum or sums then due or that may become due the Contractor under the Contract.

If any clause or condition of the Contract is held as a matter of law to be unenforceable or unconscionable, the remainder of the Contract shall be enforceable without such clause.

#### **Article 6.14 Preference to Local Labor**

The Contractor shall comply with the Provisions of Title 36, Chapter 10 of the Alaska Statutes requiring employment preference for Alaska residents.

#### **Article 6.15 State of Alaska Prevailing Wage Scale**

The Contractor shall comply with the Provisions of Title 36 of the Alaska Statutes for the payment of prevailing wages to their employees.

If the contract contains State of Alaska wage rates and a federal wage decision, the Contractor and all Subcontractors shall comply with both wage decisions. The Contractor and all Subcontractors shall be responsible for paying the higher pay rate between the state and federal wage decisions. Additionally, the Contractor and all Subcontractors shall be responsible for providing certified payrolls, to the State of Alaska Department of Labor, Wage and Hour Division on a weekly basis, using the appropriate agency's form(s) and, upon request to the Contract Administrator.

#### **Article 6.16 Nondiscrimination**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or any employee or applicant who is a "qualified individual with a disability"

(As defined in the Americans with Disabilities Act of 1990). The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical impairment/disability. Such action shall include, without limitation, the following: employment, upgrading, demotion, or transfer; recruitment or recruiting advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor shall state in all solicitations or advertisements for employees for the Work that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, or mental or physical impairment/disability.

The Contractor shall include the provisions of the first two paragraphs of this section in every subcontract or purchase order under this contract, so as to be binding upon every such Subcontractor or vendor of the Contractor under this contract.

#### **Article 6.17 Rights and Remedies**

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

The failure of the Owner or the Architect/Engineer to insist in any one or more instances upon the strict performance of any one or more of the provisions of the 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 of such right(s), and the rights shall continue unchanged and remain in full force and effect.

#### **Article 6.18 Payment of Taxes**

As a condition of performance of this contract, the Contractor shall pay all municipal taxes incurred by the Contractor. Payment of such taxes is required before the Municipality will issue any payment to the Contractor for Work.

### **SECTION 00 72 13.07 MEASUREMENT AND PAYMENT**

### **Article 7.1 Payment to Contractor**

The contract amount shall be lump sum as stated in the contract and shall include any authorized adjustment(s). The contract amount represents the total amount payable to the Contractor by the Owner for performance of the Work as required by the Contract Documents.

Prior to the first application for payment, the Contractor shall submit a Schedule of Values (as described in Article 5.3 – Construction Progress Schedule and Schedule of Values), which outlines material and labor in categories that allocate portions of the Work in a detailed manner. The allocations, at a minimum, shall address the portions of the Work listed in the Table of Contents of the Specifications.

### **Article 7.2 Scope of Payment**

The Contractor shall accept the compensation as herein provided in full payment for the Work. The Contractor shall do all things necessary to perform and to complete the Work according to the Contract Documents, including but not limited to furnishing all labor, tools, implements, machinery, supplies, materials, water, heat, utilities, transportation, and permits necessary to perform the Work. The Contractor shall be responsible for all loss, damage, or liability arising from the nature of the Work, from the action of the elements, or from any unforeseen difficulties that may be encountered. Work paid for under one item will not be paid for under another item.

The contract price shall constitute full compensation for furnishing all labor, equipment, and materials and performing all operations required to complete the Work as specified and as shown on the drawings or otherwise directed. Notwithstanding the omission or mention of any incident or incidental Work, the contract price and payment shall also constitute full compensation for all work incident or incidental to completion of the items, unless such Work is otherwise specifically mentioned for separate payment under another bid item. In the event any Work is required by the specifications or by the bidding schedule and is not directly incident or incidental to the completion of any such items, the contract price or prices for all enumerated items shall also constitute full compensation of such Work.

In this Section 00700.07, the terms "construct, furnish, install, erect, place, and prepare," shall be construed to mean that the bid item(s) is (are) complete, in place, and approved by the Owner's Representative.

### **Article 7.3 Advances on Materials**

The Contractor may request advance payment for materials to be incorporated in the Work, provided such materials are delivered and stored at the site or, if approved by the Owner's Representative, at another site within the Municipality. The Contractor shall be solely responsible for the protection of these materials. Only the Contractor's costs of materials (including freight), as verified by invoices, will be considered for such advance payments by the Owner.

No payment for materials shall be made on any single class of material the value of which is not at least \$5,000. No advance shall be made for fuels, supplies, forms, lumber, falsework, or other materials or on temporary structures of any kind that will not become an integral part of the finished construction.

The Contractor shall make available to the Owner's Representative evidence of payment for the materials for which it is requesting advances and of insurance to ensure replacement if such material is lost, stolen, or damaged; and other information the Owner's Representative may request.

#### **Article 7.4 Progress Payments**

The Contractor shall submit to the Owner's Representative an Application for Payment, on the forms furnished, supported by such data as the Owner's Representative may require that substantiate the Contractor's right to payment for Work done during the preceding calendar month. The Owner's Representative will, within eight (8) days after receipt of the Application for Payment, either approve a Partial Payment Estimate and present it to the Contractor for signature or notify the Contractor in writing of his reasons for withholding approval. Approved Partial Payment Estimates shall be received by the Owner within two (2) days after execution by the Contractor.

The Owner will process Partial Payment Estimates and make payment to the Contractor within fifteen (15) days of receipt of the Partial Payment Estimate. If the Owner fails to make payment to the Contractor within thirty (30) days (twenty-one [21] days if the project is funded with State of Alaska grants) of receipt of the Application for Payment, the Contractor may, upon seven (7) days written notice to the Owner, suspend the Work. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the Work during the time it is suspended.

**Retainage:** For projects where a Performance and Payment Bond is required, under Article 3.5 – Bonds and Insurance, progress payments at one hundred percent (100%) of the estimated value of the work accomplished, less all previous payments, shall be made to the Contractor, and no retainage shall be deducted, except as provided under the withholding provisions of this Article (Article 7.4).

For projects where a Performance and Payment Bond is not required under Article 3.5 – Bonds, Insurance. The Owner will retain ten percent (10%) of the total earnings to date until the Work is completed and accepted. However, if the Owner at any time after fifty percent (50%) of the Work has been completed determines that satisfactory progress is maintained, the Owner may continue to hold the retainage to date and authorize progress payments to the Contractor in full for Work performed beyond the fifty percent (50%) stage of completion. After ninety-five percent (95%) of the Work has been satisfactorily completed, the Owner may reduce the retention to two percent (2%) of the earnings to date. Interest on retainage shall accrue at the rate of eight percent (8%) per annum, simple interest, or, when the State of Alaska is to provide a grant for all or part of the



funding for the Work, the rate of interest will be equal to the amount set out in Alaska Statute (AS) 45.45.010(a).

No interest shall accrue and no interest shall be paid on sums that are withheld as provided for hereinafter.

**Withholding:** The Owner's Representative may withhold from a progress payment for any of the following reasons:

1. Defective Work;
2. Claims made directly against the Municipality alleging an act or omission on the part of the Contractor, Subcontractors, or their agents in connection with the Work;
3. Damage to the Municipality;
4. Reimbursements for Work done by the Owner because of any failure to carry out the Work in accordance with the Contract Documents;
5. Uncompleted incidental work, not earning direct payment, including but not limited to testing, cleanup, updating of progress schedules, and preparation of Record Documents and Operation and Maintenance Manuals;
6. Liquidated damages;
7. Claims by Subcontractors, suppliers, laborers, or the Alaska Department of Labor.

The amount of any withholding for items 1-5 listed above shall be the reasonable value of the Work or remedy to be accomplished as estimated by the Owner's Representative, without regard to bid amount or cost to the Contractor. The amount of withholding for items 6-8 shall be in accordance with the claimed amount or the applicable contract provisions.

Progress payments shall not be construed as an acceptance or approval of any part of the Work covered thereby, and they shall in no manner relieve the Contractor of responsibility for correcting defective workmanship or material.

The estimates upon which progress payments are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction on any subsequent pay estimate. If the Contractor uses such estimates as a basis for making payment to Subcontractors, he does so at his own risk, and he shall bear all loss that may result.

The making of progress payment under the Contract, either before or after the date set for completion of the Work, shall not operate to invalidate any of the provisions of the Contract or to release the Surety.

## **Article 7.5 Payment of Claimants**

Any claim received by the Owner's Representative against the Contractor or Subcontractors from any material men, laborer, supplier, Subcontractor, or the Alaska Department of Labor will be forwarded to the Contractor by certified mail as soon as practical following receipt by the Owner's Representative. Within twenty-one (21) days after the Contractor's receipt of the said notice, the Contractor shall notify the Owner's Representative in writing by Certified Mail that the said claim is contested or provide proof that the claim has been satisfied. If the Contractor contests the claim, the Contractor shall describe in detail how the Subcontractor was paid or why the Subcontractor should not be paid and furnish the 3-point statement described below. If the Contractor does not respond during the time allotted above, this lack of notice shall constitute consent by the Contractor to have the owner pay the claim from the earnings of the Contractor.

The Owner shall not be responsible to the Contractor if the Contractor subsequently contests the validity of the claim. Sums withheld pursuant to disputed claims will not be paid to the claimant except where compelled by legal authority. Such sums may be paid to the Contractor upon the filing of a 3-point statement by the Contractor and his Surety on the form furnished by the Owner's Representative stating that: (1) the Contractor contests the validity of the claim, (2) the Surety acknowledges responsibility for the payment of the claim in the event it is valid, and (3) that the Contractor and the Surety specifically agree to hold the Municipality harmless for making payment to the Contractor of the sums withheld.

In the event that the Contractor revokes consent to pay a claimant as provided herein and refuses to execute the said statement referenced above, the Municipality may institute an interpleader action in Superior Court, Third Judicial District, and all Court costs and attorney's fees incurred by the Municipality shall be paid by the Contractor or the Surety. Claimants are not intended beneficiaries of this Article and shall have no recourse against the Municipality for any failure to pay claims from sums withheld from the Contractor.

## **Article 7.6 Final Payment**

Upon completion of the Work and issuance of a certificate of completion by the Owner's Representative, the Contractor shall submit a request to the Owner's Representative for the final payment. The retainage shall be held by the Owner for a period of not less than ninety (90) days following the Final Acceptance of the Work. No final payment shall be made until the Contractor has filed with the Owner's Representative, prior to acceptance of the Work, a notarized Certificate of Compliance as follows:

I (we) hereby certify that all Work has been performed and materials supplied in accordance with the Contract Documents for the above Work; that not less than the prevailing rates of wages as required by the State of Alaska statute have been paid to laborers, workers, and mechanics; that all payroll taxes have been paid; and that all claims for material and labor and other services performed in connection with these Contract Documents have been satisfied.

There shall be deducted from the final payment any sums withheld pursuant to Article 7.5 - Payment of Claimants.

#### **Article 7.7 Correction of Work After Final Payment**

Neither the final payment nor any progress payment shall relieve the Contractor of his responsibility for paying all costs resulting from defects in materials or workmanship supplied under the terms of this contract, and for correction of those defects, for a period of one (1) year following the Final Acceptance Date. The Owner shall give notice of observed defects with reasonable promptness. The Contractor shall initiate corrective action within five (5) days after written notification from the Owner, or the Owner will make other provisions to complete the Work, and all costs shall be paid by the Contractor.

**END OF SECTION**

## **MAINTENANCE AND OPERATIONS**

### **MOA STIPULATED AGREEMENT DEMOLITIONS- 11501 HAWKINS LANE**

#### **SUPPLEMENTARY CONDITIONS**

#### **SECTION 00 72 13.02 BIDDING REQUIREMENTS AND CONDITIONS**

##### **Article 2.2 Interpretation or Correction of Bidding Documents**

*Add the following definition:*

The following supplements, modifies, changes, deletes from or adds to the Section 00 72 13 of the Municipality of Anchorage - Standard Specifications-Building (MASSB). Where any Article, Paragraph, Subparagraph, or Clause is modified, or added by these Supplementary Conditions, the unaltered provisions of the Article, Paragraph, Subparagraph, or Clause shall remain in effect. If the Supplementary Conditions conflict with any general condition it shall supersede the conflicting item.

#### **SECTION 00 72 13.03 AWARD AND EXECUTION OF CONTRACT**

##### **Article 3.2 Receipt and Opening of Bids**

*Remove Paragraph two (2) completely.*

##### **Article 3.4 Action on Bids**

*Paragraph seven (7) Modify the following:*

The Purchasing Officer will give a written, signed Notice of Award or rejection within sixty (60) days of Bid opening when the Bid amount exceeds \$500,000 or more.

##### **Article 3.6 Execution of Contract**

*Paragraph four (4) Modify the following:*

The Municipality will supply the Contractor with the Contract Documents, which includes the ITB (Invitation to Bid) Book and Drawing Set; the Contractor may request additional copies which the Municipality will supply, up to (3) sets.

##### **Article 3.7 Contractor's Warranty**

*At the end of Paragraph one (1) Add the following:*

The Contractor shall extend to the Municipality such other bond, warranty of manufacturer or any other guarantee given on any material, goods, equipment or workmanship included in the work.

#### **SECTION 00 72 13.05 CONTROL OF WORK**

**Article 5.7 Submittal List**

*Remove this Article completely.*

**Article 5.23 Time for Completion of Work**

*Add the following at the end of paragraph one:*

All work shall be completed within **180** calendar days after receipt of Notice to Proceed.

**Article 5.28 Liquidated Damages**

*Add the following at the end of paragraph one:*

Liquidated damages under this contract will be \$250.00 per day.

**SECTION 00 72 13.06 LEGAL RELATIONS AND RESPONSIBILITIES**

**Article 6.6 Permits**

*Add the following after paragraph three:*

The plans have been reviewed for code compliance by Building Safety the permit number is **R24-1201**. The Contractor shall use this permit number to identify this project to Building Safety. Any additional inspections required to obtain the Certificate of Occupancy shall be the responsibility of the contractor. The Contractor shall obtain certificates of inspection from the appropriate municipal, state, or federal inspector and submit them to the Contract Administrator. The Contractor shall provide the Contract Administrator with a copy of the issued permits and invoice for the first progress payment. The Contractor shall provide the Contract Administrator a copy of the Certificate of Occupancy with the final invoice for the project.

**Special inspections:**

Special Inspections will be paid for by the Municipality of Anchorage. The Contractor shall be responsible for scheduling special inspections sufficiently in advance of when needed and assuring that the work is ready to be inspected when the inspector is scheduled to visit. The Municipality of Anchorage will not pay for re-inspections caused by the Contractor's failure to be prepared for an inspection scheduled by the Contractor.

**Article 6.9 Insurance**

The insurance requirements in Section 00 62 16 supersede the requirements in the General Conditions 00 72 13 Article 6.9.

# **EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS CONTRACT COMPLIANCE SPECIFICATIONS**

Every municipal contract shall include language substantially the same as the following: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability. The contract will comply with all laws concerning the prohibition of discrimination including, but not limited to, Title 5 and Title 7 of the Anchorage Municipal Code.

Every municipal contract shall state, in all solicitations or advertisements for employees to work under the contract, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or physical or mental disability.

## Laborers' & Mechanics' Minimum Rates of Pay

Title 36. Public Contracts AS 36.05 & AS 36.10 Wage & Hour Administration Pamphlet No. 600 (Pamphlet 600) is hereby incorporated in its entirety. Pamphlet 600 is available for free download at <http://www.labor.state.ak.us/lss/forms/pam600.pdf>  
The Municipality of Anchorage will include a paper copy of the wage rates in the signed Contract.





## **SECTION 01 10 00 – SUMMARY**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Municipality of Anchorage Standard Specifications (MASS), General and Supplementary Conditions apply to this Section.

#### **1.2 SECTION INCLUDES**

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Coordination with occupants.
  - 5. Work restrictions.
  - 6. Specification and drawing conventions.

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following:
  - 1. SECTION 02 41 16 – STRUCTURE DEMOLITION, for requirements related to building demolition and site improvements.

#### **1.4 DEFINITIONS**

- A. Contractor: The individual, firm, corporation, partnership, or joint venture executing the Contract and performing the Work under the terms of the Contract Documents.

#### **1.5 PROJECT INFORMATION**

- A. Project Identification: **MOA – 11501 HAWKINS LANE BUILDING DEMOLITION**
  - 1. Project Location: 11501 Hawkins Lane, Anchorage, Alaska 99516
- B. Owner: Municipality of Anchorage, Maintenance & Operations Department, 3640 E. Tudor Road, Anchorage, Alaska 99507.

1. Owner's Representative: Andrew Earp – MOA Maintenance and Operations Manager

C. Architect: Burkhardt Croft Architects, LLC.

## **1.6 WORK COVERED BY CONTRACT DOCUMENTS**

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The project consists of full demolition and disposal of the two existing, single-story facilities located at 11501 Hawkins Lane, Anchorage, Alaska.
2. The project includes removal of building itself as well as all concrete foundations and any exterior concrete landings and stairs.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

## **1.7 WORK UNDER SEPARATE CONTRACTS**

A. The Owner reserves the right to issue additional separate contracts for work in the project area. If separate contracts are executed, Contractor shall cooperate fully with separate contractors so work of those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Contractor shall coordinate the work of this Contract with work performed under separate contracts.

## **1.8 ACCESS TO SITE**

- A. General: Contractor shall have only limited use of Project site for construction operations throughout the course of this contract.
- B. Contract Limits: Contractor shall work only in areas designated in Drawings.
- C. Use of Site: Limit use of Project site to areas indicated in Drawings. Do not disturb portions of Project site beyond areas shown.
1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, neighboring building personnel, and vehicles at all times. Do not use these areas for storage of materials.

## **1.9 WORK RESTRICTIONS**

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. Working Hours: Contractor shall coordinate with owner for site access and work hour restrictions.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: In addition to work limitations for specific portions of the Work, coordinate with Owner concerning operations that may result in high levels of noise and vibration, odors, or other disruption to Owner.
  1. Notify Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.

#### **1.10 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are directed to the Contractor unless specifically stated otherwise. Contractor is responsible to coordinate with sub-contractors to ensure requirements are met.
  3. The following definitions apply to all specification sections:
    - a. Furnish: Supply and deliver to the project, including the cost to supply and deliver.
    - b. Install: Build into the work, ready to use in complete, finished and operable system, including the cost to install.
    - c. Provide: Furnish and Install for a complete, finished and operable system.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 10 00**



## **SECTION 02 41 16 – STRUCTURE DEMOLITION**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including Municipality of Anchorage Standard Specifications (MASS), General and Supplementary Conditions apply to this Section.

#### **1.2 SECTION INCLUDES**

- A. Section Includes:
  - 1. Removal of existing paving and other site improvements.
  - 2. Demolition and removal of existing building.
  - 3. Demolition and removal of in-place foundations and other below-grade construction.
  - 4. Disconnecting, capping or sealing, and abandoning in-place site utilities.

#### **1.3 RELATED SECTIONS**

- A. Related Sections include the following:
  - 1. SECTION 01 10 00 – SUMMARY, for summary of work and work restrictions.

#### **1.4 DEFINITIONS**

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.

#### **1.5 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

## 1.6 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
1. Inspect and discuss condition of construction to be demolished.
  2. Review structural load limitations of existing structures.
  3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Review and finalize protection requirements.
  5. Review procedures for noise control and dust control.
  6. Review procedures for protection of adjacent buildings.
  7. Review items to be salvaged and returned to Owner.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit informational report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
1. Adjacent building and landscaping: Detail special measures proposed to ensure no accidental damage to adjacent building and landscaping.
  2. Existing utility service connections: Detail special measures proposed to ensure no accidental damage to adjacent utility connections or meters.
- B. Schedule of Building Demolition Activities: Indicate the following:
1. Detailed sequence of demolition work, with starting and ending dates for each activity.
  2. Temporary interruption of utility services.
  3. Shutoff and capping or re-routing of utility services.
- C. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by demolition operations.
1. Before commencement of excavation or demolition, or starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Owner's Representative.
  2. Flag construction limits before taking construction photographs.
  3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
  4. Submit image files, in format indicated below, within three days of taking photographs.
    - a. Digital Camera: Minimum sensor resolution of 8 megapixels.

- b. Format: Unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file where necessary.
  - c. Provide color images in JPG format, produced by a digital camera with minimum sensor size of 8 megapixels, and at an image resolution of not less than 3200 by 2400 pixels.
- D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

## **1.8 PROJECT CONDITIONS**

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings and structures immediately adjacent to demolition area will remain in use. Conduct building demolition so operations of adjacent facilities will not be disrupted.
  - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
  - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
    - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for buildings and structures to be demolished.
  - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. On-site storage or sale of removed items or materials is not permitted.

## **1.9 COORDINATION**

- A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings



## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with any governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. See abatement notes of Sheet A101 for all hazardous material removal.

### **3.2 PREPARATION**

- A. Pre-demolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be demolished.
  - 2. Review and finalize building abatement and demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Review and finalize protection requirements.
  - 4. Review procedures for noise control and dust control.
  - 5. Review procedures for protection of adjacent buildings.

### **3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Utilities to be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
  - 1. Arrange to shut off utilities with utility companies.

2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.

### **3.4 PROTECTION**

- A. Existing Facilities: Protect adjacent walkways, utility boxes, signage, landscaping, fences, and adjacent building facilities during demolition operations.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of demolition.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
  1. Protect adjacent buildings and facilities from damage due to demolition activities.
  2. Protect existing site improvements, appurtenances, and landscaping to remain.
  3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
  5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

### **3.5 DEMOLITION, GENERAL**

- A. General: Demolish indicated building and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  2. Maintain adequate ventilation when using cutting torches.
  3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

### **3.6 DEMOLITION BY MECHANICAL MEANS**

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction according to the following.
  - 1. Remove below-grade construction, including concrete slabs, basements, foundation walls, and footings, complete. Except as noted in the attached drawings.
  - 2. Fill below grade basement with satisfactory soil materials according to MASS backfill requirements.
- C. Existing Utilities: Demolish existing utilities and below-grade utility structures that are within 5 feet outside footprint indicated for new construction. Abandon utilities outside this area.
  - 1. Fill abandoned utility structures with satisfactory soil materials according to MASS backfill requirements.
  - 2. Piping: Disconnect piping at unions, flanges, valves, or fittings.
  - 3. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.

### **3.7 SITE RESTORATION**

- A. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. Provide additional classified fill as necessary to complete uniform rough grading.

### **3.8 REPAIRS**

- A. Promptly repair damage to adjacent buildings and site improvements caused by demolition operations.

### **3.9 DISPOSAL OF DEMOLISHED MATERIALS**

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

### **3.10 CLEANING**

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
  - 1. Clean roadways of debris caused by debris transport.

**END OF SECTION 02 41 16**

**APPENDIX C**  
**FEDERAL PROVISIONS**

**I. DEFINITIONS**

- A. **“Government”** means the United States of America and any executive department or agency thereof.
- B. **“The Federal Entity”** means the Agency of the Federal Government providing the funding.
- C. **“Third Party Subcontract”** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance.
- D. **“MOA”** means Municipality of Anchorage.
- E. **“M.A.S.S.”** mean Municipality of Anchorage Standard Specification. A copy of M.A.S.S. may be obtained by contacting the MOA Purchasing Office or by visiting the MOA Purchasing Website:  
[http://www.muni.org/Departments/project\\_management/Pages/MASS.aspx](http://www.muni.org/Departments/project_management/Pages/MASS.aspx)

**II. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS**

The preceding provisions include, in part, certain standard terms and conditions required by the Federal Entity, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the Federal Entity are hereby incorporated by reference. Anything to the contrary herein notwithstanding, the Federal Entity mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MOA requests that would cause MOA to be in violation of the Federal Entity terms and conditions.

**III. TERMINATION FOR CONVENIENCE** (applicable to all contracts in excess of \$10,000)

In accordance with M.A.S.S. Division 10, Section 10.05, Article 5.29-Termination of Work for Owners Convenience.

**IV. TERMINATION FOR DEFAULT** (applicable to all contracts in excess of \$10,000)

In accordance with M.A.S.S. Division 10, Section 10.05, Article 5.28-Termination of Contract by Owner.

**V. SUSPENSION OF WORK**

In accordance with M.A.S.S. Division 10, Section 10.05, Article 5.24-Suspension of Work.

**VI. CHANGES TO THE CONTRACT**

In accordance with M.A.S.S. Division 10, Section 10.05, Article 5.20-Changes in the Work.

**VII. FEDERAL CHANGES**

- A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and the Federal Entity Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.318 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.

B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance. It is further agreed the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**VIII. EQUAL EMPLOYMENT OPPORUNITY** (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 61-1.3) During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants’ employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**IX. COMPLIANCE WITH DAVIS-BACON ACT** (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
  - B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
  - C. Additionally, contractors are required to pay wages not less than once a week.
- X. COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT** (required for all construction or repair work above \$2,000 where the Davis-Bacon Act also applies (It DOES NOT apply to the FEMA Public Assistance Program))
- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
  - B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”
- XI. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (applicable to all contracts, grants, and cooperative agreements in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)
- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) **Violation;** liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of



forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- (3) ***Withholding for unpaid wages and liquidated damages.*** The MOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **XII. CLEAN AIR ACT AND THE FEDERAL POLLUTION CONTROL ACT**

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the MOA and understands and agrees the MOA will, in turn, report each violation as required to assure notification to the Federal Entity and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Entity.

### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the MOA and understands and agrees that the MOA will, in turn, report each violation as required to assure notification to the Federal Entity and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Agency.

## **XIII. DEBARMENT AND SUSPENSION**

Regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance

programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the MOA. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the MOA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**XIV. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**XV. PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

**XVI. ACCESS TO RECORDS**

1. The Contractor agrees to provide the MOA, the Federal Entity Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the Federal Entity Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the MOA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Entity Administrator or the Comptroller General of the United States.

**XVII. USE OF SEAL, LOGO, AND FLAGS**

The contractor shall not use any Federal Agency seals, logos, or flags without specific written pre-approval from the Federal Agency.

The contractor shall not use any MOA seals, logos, or flags without specific written pre-approval from the MOA.

**XVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS** This is an acknowledgement that Federal Agency financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Federal Agency policies, procedures, and directives.

**XIX. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR**

- A. The MOA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the MOA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Federal Entity. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XX. NOTICE OF REPORTING REQUIREMENTS**

- A. Contractor acknowledges that it has read and understands the reporting requirements of

Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide and agrees to comply with any such applicable requirements.

- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Federal Entity. It is further agreed the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XXI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS**

- A. Contractor agrees the Federal Entity shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
  - 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
  - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. The Contractor agrees to include paragraph A above in each third-party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**XXII. PATENT RIGHTS** (applicable to contracts for experimental, research, or development projects financed the Federal Entity; 44 CFR§13.36(i)(8))

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the MOA and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Federal Entity.
- B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the MOA and Contractor agree to take the necessary actions to provide, through the Federal Entity, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- C. The Contractor agrees to include paragraphs A and B above in each third-party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the Federal Entity.

**XXIII. ENERGY CONSERVATION REQUIREMENTS**

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third-party subcontract financed in whole or in part with Federal assistance provided the Federal Entity. It is further agreed that the clause shall not be modified, except to identify the subcontractor

who will be subject to its provisions.

**XXIV. MBE / WBE REQUIREMENTS**

The MOA intends to seek reimbursement of its costs incurred in connection with this project from the Federal Entity. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

**XXV. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT AND RELATED ACTS.**

The Contract acknowledges that 31 U.S.C Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### **§200.322 Domestic preferences for procurements.**

Link to an amendment published at 88 FR 57790, Aug. 23, 2023.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1),

heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

## **§ 200.323 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## APPENDIX B

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549 Debarment and Suspension (1986), and Executive Order 12689, Debarment and Suspension (1989), Debarment and Suspension, as defined at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Non-Procurement Debarment and Suspension), MOA may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 2 CFR Parts 180 and 3000.

#### **Instruction for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.



6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions***

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Signature of Contractor's Authorized Official

---

Printed Name and Title of Contractor's Authorized Official

---

Date

**APPENDIX C**

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, \_\_\_\_\_, certifies or affirms that truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Officer

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**APPENDIX D - DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract.

Prime Contractor Name		Project Name
Bid/Proposal No.	Assistance Agreement ID No. ( If known)	Point of Contact
Address		
Telephone No.	Email Address	
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	<input type="radio"/> YES	<input type="radio"/> NO	
<b>Subcontractor Name/ Company Name</b>	<b>Company Address/Phone/Email</b>	<b>Est. Dollar Amt</b>	<b>Currently DBE Certified?</b>

<sup>1</sup> A DBE is a Disadvantaged, Minority, Small or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services.

**DBE Subcontractor Performance**

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CRF Part 33 Section 33.302(c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

### DBE Subcontractor Performance

This form is intended to capture the DBE<sup>3</sup> subcontractors'<sup>4</sup> description of work to be performed and the price of the work submitted to the prime contractor. Prime contractor is required to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package unless subcontractors will not be used.

Subcontractor Name		Project Name
Bid/Proposal No.	Assistance Agreement ID No. ( If known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
BDE Certified by <input checked="" type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds the Federal Entity certification standards: YES    NO    Unknown

<sup>3</sup> A DBE is a Disadvantaged, Minority, Small or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205

<sup>4</sup> Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**DBE Subcontractor Performance**

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CRF Part 33 Section 33.302(c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

# MUNICIPALITY OF ANCHORAGE 11501 HAWKINS LANE BUILDING DEMOLITION

ANCHORAGE, ALASKA 99516

OWNER

## MUNICIPALITY OF ANCHORAGE

MAINTENANCE AND OPERATIONS DEPARTMENT /  
CAPITAL PROJECTS  
3640 E. TUDOR RD  
WAREHOUSE #1  
ANCHORAGE, ALASKA 99507

T. 907.343.8257  
F. 907.343.8267

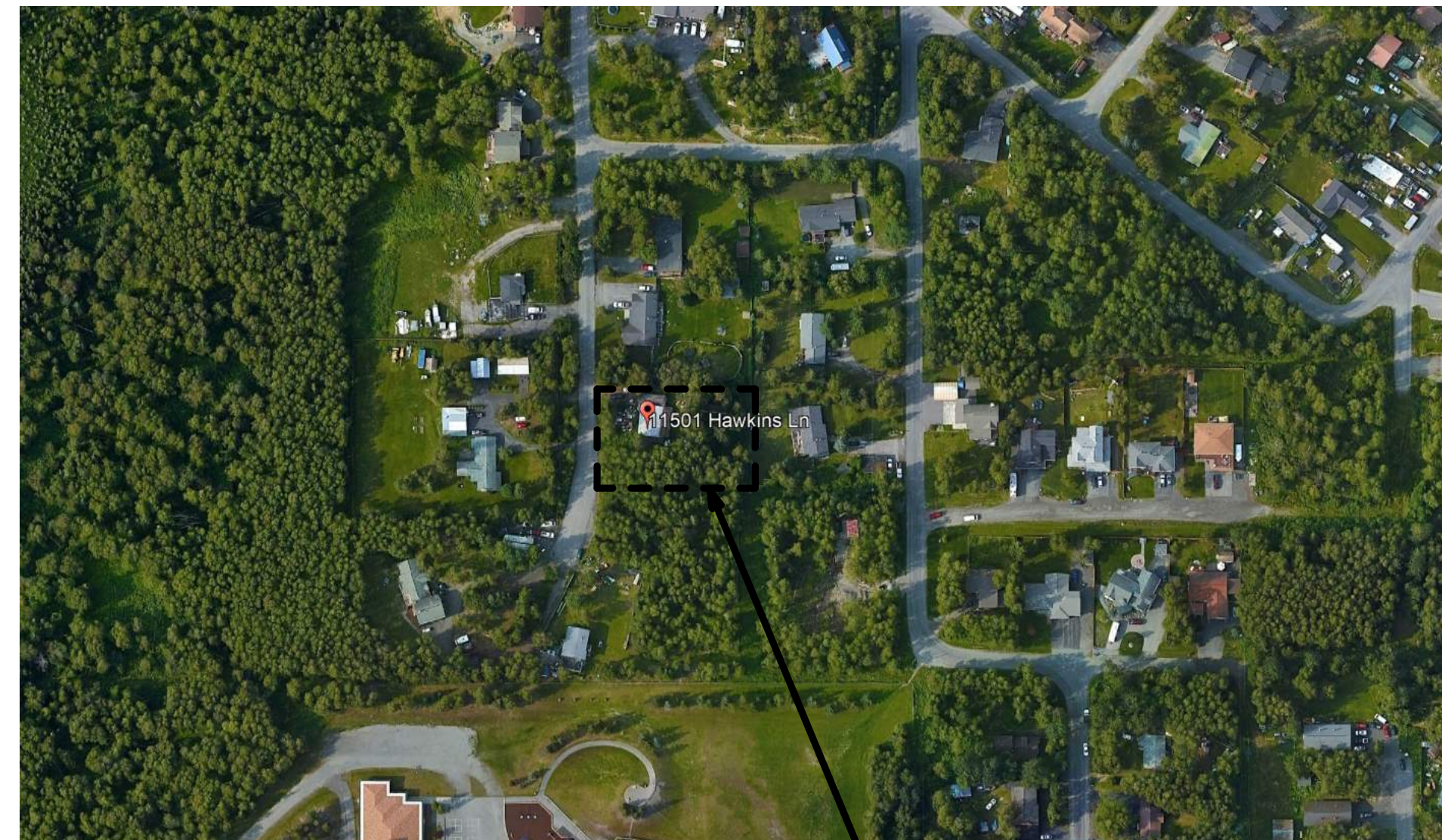
ARCHITECT

## BURKHART CROFT ARCHITECTS, LLC

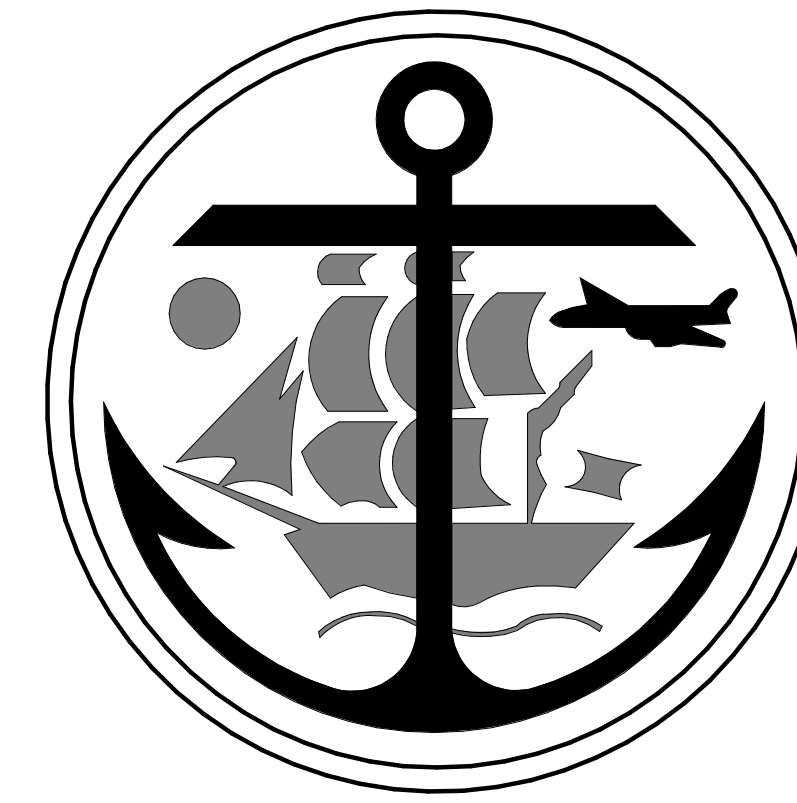
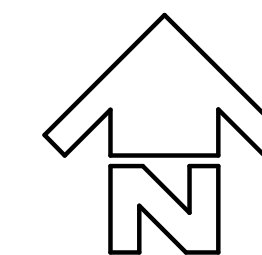
880 N STREET, SUITE 302  
ANCHORAGE, ALASKA 99501

T. 907.929.9334  
F. 907.929.9335

## VICINITY MAP



PROJECT LOCATION



## INDEX TO DRAWINGS

### GENERAL

G101 PROJECT DATA

### ARCHITECTURAL

A101 DEMOLITION  
A102 EXISTING CONDITIONS

## PROJECT SUMMARY

PROJECT CONSISTS OF THE DEMOLITION OF A RESIDENTIAL HOUSE, AND ALL CIVIL GRADING AND UTILITY WORK.

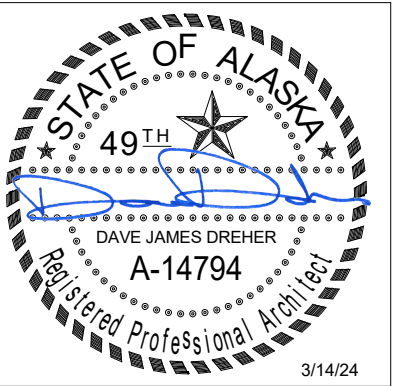
## ABBREVIATIONS

ABBREVIATIONS INDICATED MAY NOT ALL BE USED IN THESE CONSTRUCTION DOCUMENTS. SEE MECHANICAL & ELECTRICAL FOR ABBREVIATIONS SPECIFIC TO THOSE DISCIPLINES.

&	and	CER	ceramic	EQ	equal	FURN	furnace	MET	metal	PT	pressure treated	STRL	structural
L	angle	CLG	ceiling	EQUIP	equipment	FURR	furring	MFD	manufactured	PTD	paper towel dispenser	STRUCT	structural
@	at	CO	carbon monoxide	EXT	exterior	GA	gauge or gage	MFR	manufacturer	PTD/R	paper towel dispenser / receptacle	SUSP	suspended
C	centerline	CLO	closet	EXIST	existing	GALV	galvanized	MH	manhole	PTR	paper towel receptacle	S.V.	sheet vinyl
O	diameter	CMU	concrete masonry unit	EXST'G	existing	GB	grab bar	MIN	minimum, minute	QT	quarry tile	T&G	tongue and groove
#	pound or number	COL	column	(E)	existing	GL	glass or glazing	MISC	miscellaneous	RD	roof drain	TC	trash chute
AB	anchor bolt	CONST	construction	FA	fire alarm	GLBM	glu-lam beam	MR	mop rack	REQ	required	T.O.	top of
ACT	acoustical tile	CONT	continuous	FCB	fiber cement board	GWB	gypsum wall board	MTD	mounted	REQMTS	requirements	TPD	toilet paper dispenser
ADD	additive	CPT	carpet	FCO	floor clean out	CT	ceramic tile	MTL	material	RM	room	TYP	typical
ADD'L	additional	CT	ceramic tile	HDW	hardware	DEM	demolition	(N)	new	R	rough opening	U.N.O.	unless noted otherwise
ADH	adhesive	DEM	demolition	HM	hollow metal	DET	detail	NIC	not in contract	R&S	rod and shelf	UH	unit heater
ADJ	adjustable	FD	floor drain	HORIZ	horizontal	DF	drinking fountain	NO	number	SA-VR	self-adhered vapor retarder	VAR	varies
AFF	above finished floor	HT	height	HDW	height	FE	fire extinguisher	NOM	nominal	SD	soap dispenser	VCT	vinyl composition tile
AP	access panel	HVAC	heating, ventilating, and air conditioning	FEN	fire extinguisher cabinet	FEC	fire extinguisher cabinet	NTS	not to scale	SECT	section	VERT	vertical
APPROX	approximate	HWH	hot water heater	FHC	fire hose cabinet	OD	overflow drain	OC	on center	SHR	shower	VR	vapor retarder
ARCH	architectural	INSUL	insulation	FIN	finish	OSB	oriented strand board	OD	overflow drain	SIM	similar	VTR	vent through roof
BD	board	INT	interior	FL	floor	O.F.C.I.	owner furnished contractor installed	SHR	shower	SIP	structural insulated panel	W	washer
BLDG	building	JT	joint	FO	face of	O.F.O.I.	owner furnished owner installed	SIM	similar	SND	sanitary napkin dispenser	W/	with
BLK	block or blocking	LAV	lavatory	FOF	face of concrete	OSB	oriented strand board	SND	sanitary napkin dispenser	SNR	sanitary napkin receptacle	WD	wood
BM	beam	MECH	mechanical	FOS	fiberglass reinf.	PL	plate	SPEC	specification	SQ	square	WH	water heater
BO	bottom of	MAX	maximum	FRP	panel	P. LAM	plywood	SQ	square	STOR	storage	WR	water resistant
CEM	cement	MECH	mechanical			PLYWD	plywood	STOR	storage			WSCT	wainscot
		EPS	expanded polystyrene			PNT	paint						

## SYMBOLS

100	DOOR NUMBER	1	BUILDING SECTION
1	KEYNOTE	1	WALL SECTION
ROOM	ROOM NAME & NUMBER	1	INTERIOR OR SPECIALTY EXTERIOR ELEVATIONS
+	WORK POINT, CONTROL POINT OR DATUM POINT	4	DETAIL
3	REVISION	3	GRIDS
EXISTING, IF SHOWN DESIGNATION	PARTITION TYPE	1	DETAIL
SOUND ATTENUATION BATT, IF SHOWN	STUD THICKNESS	4	GRIDS



**Burkhart Croft**  
ARCHITECTS LLC  
880 N Street Suite 302 | Anchorage Alaska 99501  
T: 907.929.9334 | www.burkhart-croft.com

MUNICIPALITY OF ANCHORAGE  
**11501 HAWKINS LANE BUILDING  
DEMOLITION**  
ANCHORAGE, ALASKA 99516

DATE: 3/14/24

DRAWN: HLC

CHECKED: DJD

PROJECT: 2314

DRAWING TITLE:  
PROJECT DATA

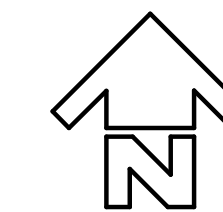
REVISIONS:

SHEET NO:

**G101**



STRUCTURE TO BE DEMOLISHED, COMPLETE



**GENERAL UTILITY DEMOLITION NOTES**

1. SEWER LINE TO BE TERMINATED AT THE PROPERTY LINE
2. WATER LINE TO BE TERMINATED AT THE KEY BOX
3. ALL OTHER UTILITY DEMOLITION IS TO BE COORDINATED WITH THE INDIVIDUAL PROVIDERS

**GENERAL NOTES FOR EXCAVATION, GRADING, FILL, AND COMPACTION**

THE FOLLOWING LOCAL BUILDING CODES SHALL APPLY, WHERE APPLICABLE, INCLUDING BUT NOT LIMITED TO:

**23.105.105.1 GRADING DESIGNATION**

ALL EARTHWORK CONSTRUCTION SHALL BE DESIGNATED IN ACCORDANCE TO THIS SECTION

**23.105.108 FILLS**

**23.205.108.2 PREPARATION OF GROUND**

FILL SLOPES SHALL NOT BE CONSTRUCTED ON NATURAL SLOPES STEEPER THAN 1 UNIT VERTICAL IN 2 UNITS HORIZONTAL (50% SLOPE). THE GROUND SURFACE SHALL BE PREPARED TO RECEIVE FILL BY REMOVING VEGETATION, TOPSOIL, AND OTHER ORGANICS, NON-COMPLYING FILL, AND OTHER UNSUITABLE OR DELETERIOUS MATERIAL.

(AO NO. 2020-85, § 1, 10-27-20)

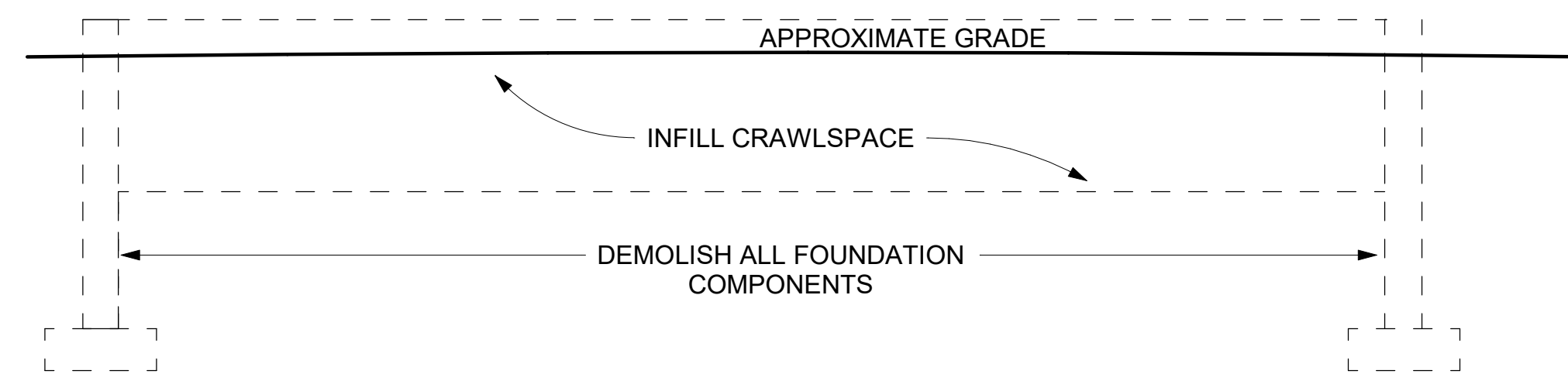
**23.105.108.4 COMPACTION**

ALL FILLS SHALL BE PLACED IN LIFTS NOT EXCEEDING 12 INCHES IN THICKNESS AND COMPACTED TO A MINIMUM OF 90 PERCENT OF MAXIMUM DENSITY. FILLS UNDER STRUCTURES, DRIVEWAYS, AND PARKING LOTS SHALL BE COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DENSITY.

(AO NO. 2020-85, § 1, 10-27-20)

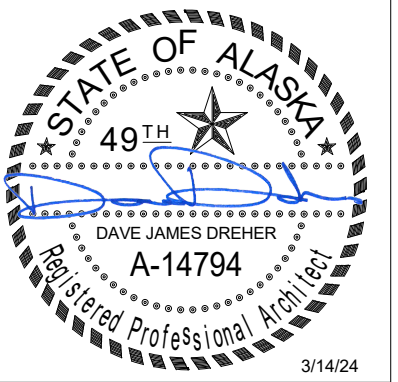
**HAZMAT NOTES**

1. A PRE-DEMOLITION HAZARDOUS BUILDING MATERIALS SURVEY HAS NOT AND WILL NOT BE PERFORMED DUE TO THE BUILDING BEING STRUCTURALLY COMPROMISED. BASED ON THE AGE OF THE BUILDING ASBESTOS CONTAINING MATERIALS AND LEAD-BASED PAINT SHALL BE ASSUMED PRESENT.
2. THE OPERATION SHALL BE TREATED AS A CLASS II ASBESTOS OPERATION AS DEFINED IN 29 CFR 1926.1101. ALL PERSONS WHO WORK WITHIN THE ESTABLISHED REGULATED AREA ARE REQUIRED TO HAVE CURRENT AHERA WORKER/SUPERVISOR CERTIFICATION AND CURRENT CERTIFICATE OF FITNESS.
3. ALL GENERATED DEMOLITION DEBRIS IS TO BE TREATED AS REGULATED ASBESTOS CONTAINING MATERIAL AND IS TO BE HANDLED IN ACCORDANCE WITH 40 CFR 61.145, AS APPLICABLE TO BUILDINGS THAT ARE BEING DEMOLISHED UNDER ORDER OF STATE OR LOCAL GOVERNMENT.
4. EPA SHALL BE NOTIFIED OF THE DEMOLITION PER 40 CFR 61.145(B), AS APPLICABLE TO BUILDINGS BEING DEMOLISHED UNDER ORDER OF STATE OR LOCAL GOVERNMENT.
5. AKDOL IS TO BE NOTIFIED PRIOR TO THE DEMOLITION PER 8 AAC 61.620(B).
7. TO PROPERLY CHARACTERIZE THE WASTE STREAM(S) FOR DISPOSAL REPRESENTATIVE COMPOSITE SAMPLE(S) SHALL BE COLLECTED AND ANALYZED FOR LEAD USING METHOD 1311 THE TOXICITY CHARACTERISTIC LEACHATE PROCEDURE (TCLP).



**2 DEMOLITION SECTION**

[1/A101] Scale: 3/8" = 1'-0"



**Burkhardt Croft**  
 ARCHITECTS LLC  
 880 N Street Suite 302 | Anchorage Alaska 99501  
 T: 907.929.9394 | www.burkhardt-croft.com

MUNICIPALITY OF ANCHORAGE  
**11501 HAWKINS LANE BUILDING  
 DEMOLITION**  
 ANCHORAGE, ALASKA 99516

DATE: 3/14/24

DRAWN: HLC

CHECKED: DJD

PROJECT: 2314

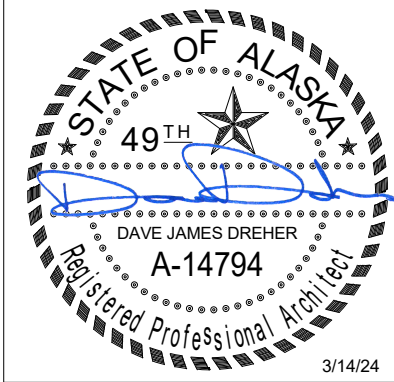
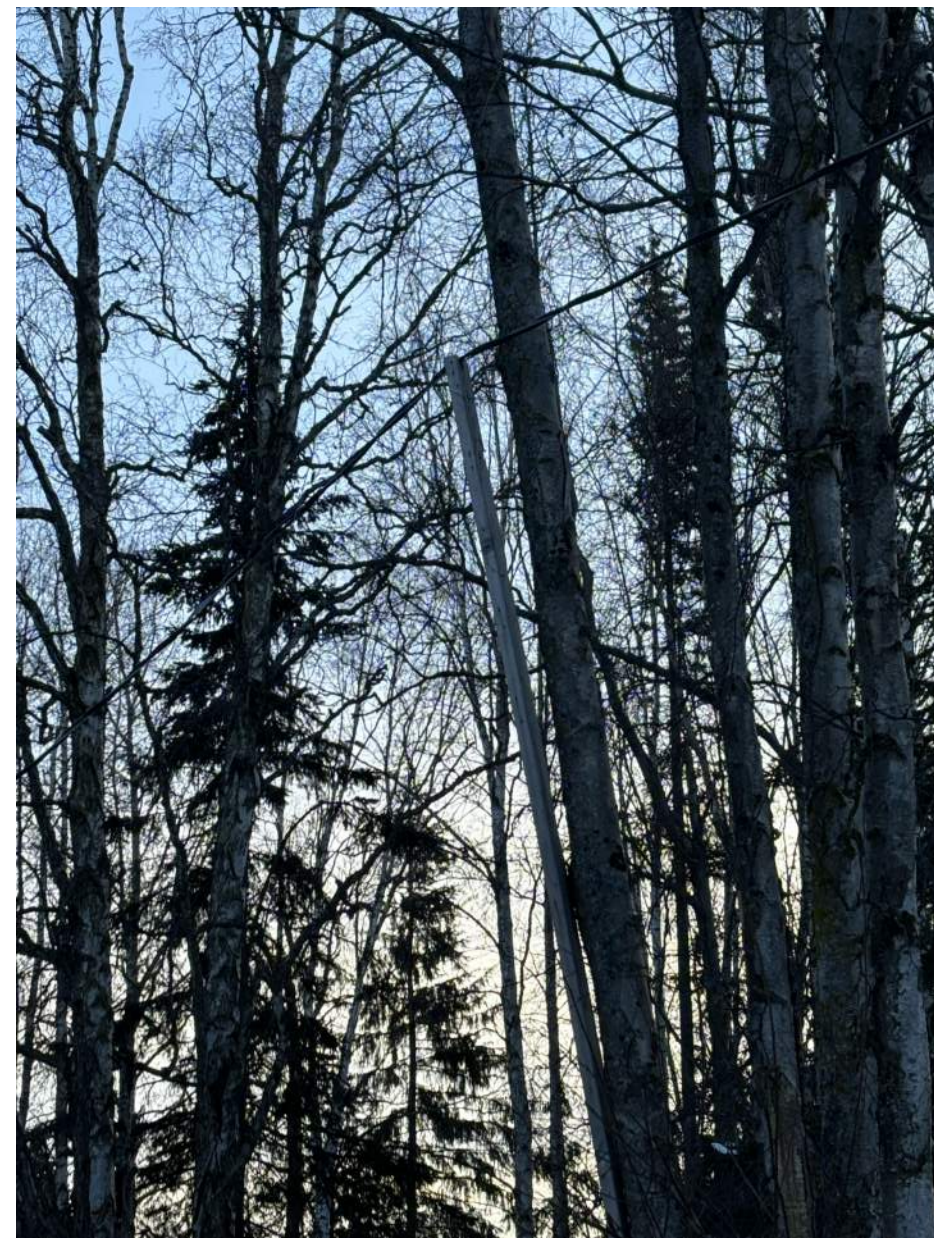
DRAWING TITLE:  
 DEMOLITION

REVISIONS:

SHEET NO:

**A101**





**Burkhardt Croft**  
 ARCHITECTS LLC  
 880 N Street Suite 302 | Anchorage Alaska 99501  
 T: 907.929.9394 | www.burkhardt-croft.com

MUNICIPALITY OF ANCHORAGE  
**11501 HAWKINS LANE BUILDING**  
**DEMOLITION**  
 ANCHORAGE, ALASKA 99516

DATE:	3/14/24
DRAWN:	HLC
CHECKED:	DJD
PROJECT:	2314
DRAWING TITLE:	EXISTING CONDITIONS
REVISIONS:	
SHEET NO:	<b>A102</b>