

PTD WARM STORAGE OHD REPLACEMENT

INVITATION TO BID NO. 2022C049



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

MUNICIPALITY OF ANCHORAGE

MUNICIPALITY OF ANCHORAGE
MAINTENANCE AND OPERATIONS DEPARTMENT
CAPITAL PROJECTS

PTD WARM STORAGE OHD REPLACEMENT

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MUNICIPALITY OF ANCHORAGE

PURCHASING DEPARTMENT

Invitation to Bid

No. 2022C049

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:

PTD WARM STORAGE OHD REPLACEMENT

At the Public Transportation Department (PTD) warm storage building, remove the existing metal overhead door (OHD) assembly #3 and replace it with a new OHD vertical lift fabric door.

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

Site Visit: 10:00 A.M. Local Time, November 22, 2022.
3555 Dr. MLK Ave.; Anchorage, AK 99507

Pre-Bid Conference: 2:00 P.M. Local Time, November 22, 2022

Questions Due: 12:00 A.M. Local Time, November 29, 2022

Bid Opening: 2:30 P.M. Local Time, December 20, 2022

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). 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.

NO PAPER COPIES ARE AVAILABLE FOR SALE. This bid is available for free at Municipality of Anchorage, Purchasing Office's website (<http://purchasing.muni.org>). 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 forty-five (45) 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: November 16, 2022

Senior Buyer Assigned to this Project:
Melanie A Clark



Chris Hunter
Deputy Purchasing Officer

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."

- X Bid Proposal consisting of two pages numbered 00 41 13 - 1 through 00 41 13 - 2. Bid Proposal Page **00 41 13 - 2** must be manually signed.
- X Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.
- X Bid Bond, certified check, cashier's check, money order or cash shall be submitted with the bid in the amount indicated.
- X 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.
- X Disadvantaged Business Enterprise Program forms, 10-028, 10-029, 10-030, 10-031, 10-032, and 10-033.
- X Certification in Compliance with FTA Procurement, Provisions and Certifications (See – 5 of 39).
- X Certification of Lower Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions (See– 6 of 39).
- X Certification of Compliance with Federal Buy America Requirements for Procurement Of Steel, Iron or Manufactured Products. (See– 7 of 39).
- X Certification of Eligibility (See– 8 of 39).

BIDDER'S CHECKLIST

INSTRUCTION TO BIDDER

II. REQUIRED DOCUMENTS FOR BID (CONTINUED)

- X Certification of Restrictions on Lobbying (See– 9 of 39).
- X Equal Employment Opportunity Certification (Sec– 10 of 39).

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.

- X 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. **Please review AO NO. 2019-130 (S), AMC 7.20.030 and 7.20.070, and the attached Contractor Questionnaire before submitting a bid.**

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 _____, 2022
PURCHASING DEPARTMENT
632 W. 6TH AVENUE, SUITE 520
ANCHORAGE, ALASKA 99501

SUBJECT: Invitation to Bid No. **2022C049**

PROJECT TITLE: PTD WARM STORAGE OHD REPLACEMENT

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 for the amount of:

BASIC BID; LUMP SUM; 1 JOB \$ _____

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

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. **2022C049**

PROJECT TITLE: **PTD WARM STORAGE OHD REPLACEMENT**

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 Email Address

Company **Physical** Address
(if different from mailing 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. **2022C**_____

Contract No. **C-2022**_____

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 2022C_____**.
- 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 2022C_____**.
- VI. Specifications consisting of the following:
- Supplemental Provisions Section ____ consisting of ____ pages, with attachments Exhibit A through F, **as contained in ITB 2022C_____**.
- VII. Equal Opportunity Special Provisions and Forms Section ____ consisting of ____ pages, **as contained in ITB 2022C_____**.
- VIII. Disadvantaged/Women-Owned Business Enterprise (DBE/WBE) Specification Section ____ consisting of ____ pages, **as contained in ITB 2022C_____**.
- IX. The Laborers' and Mechanics' Minimum Rates of Pay dated September 1, 2015 Section ____ consisting of ____ pages, **as contained in ITB 2022C_____**.
- X. Submittal List Section ____ consisting of ____ page, **as contained in ITB 2022C_____**.
- XI. The Drawings consisting of ____ sheets numbered _____, **as contained in ITB 2022C_____**.

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

Printed Name

Purchasing Officer or designee
Title

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.

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)

Principal Name

Principal Signature

Corporate Surety

Surety Business Address

(AFFIX SURETY SEAL)

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.

<u>Commercial General Liability</u>	<u>Minimum Limits</u>
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
<u>Commercial Auto Liability</u>	<u>Minimum Limits</u>
Combined single limit (Bodily Injury and Property Damage)	\$1,000,000
Including all owned, hired, and non-owned	
<u>Workers Compensation and Employers Liability</u>	<u>Minimum Limits</u>
Per Alaska statute	\$500,000
<u>Errors and Omissions</u>	<u>Minimum Limits</u>
Professional Liability (Not required unless limits appear in space provided)	
<u>Umbrella Liability</u>	<u>Minimum Limits</u>
(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,
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
INSURED	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
	GENERAL LIABILITY						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						\$
	AUTOMOBILE LIABILITY						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) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> Y / N						E.L. EACH ACCIDENT \$
	OFFICER/MEMBER EXCLUDED? <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)

1. 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, .
2. 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

PTD WARM STORAGE OHD REPLACEMENT

- 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.

(Contractor)

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

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

My commission expires:

**MUNICIPALITY OF ANCHORAGE
STANDARD SPECIFICATIONS-BUILDINGS**

**(MASSB)
GENERAL CONDITIONS
SECTION 00 72 13
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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

Minimum Limits

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

Statutory

Commercial General Liability

Minimum Limits

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

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

Commercial Automobile Liability

Minimum Limits

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

\$1,000,000 Combined
Limit per Occurrence

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

Coverages	Minimum Limits
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
PTD WARM STORAGE OHD REPLACEMENT
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 3.4 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 (1) 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 **C22-1729**. 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 superseded 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.

Superseded General Decision Number: AK20210001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

1	02/18/2022
2	02/25/2022
3	03/11/2022
4	03/18/2022
5	04/15/2022
6	07/08/2022
7	09/09/2022
8	09/23/2022
9	10/14/2022

ASBE0097-001 06/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 38.68	21.57
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 37.38	19.55

BOIL0502-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 47.03	30.59

BRAK0001-002 07/01/2020

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 42.16	19.67
Tile & Terrazzo Finisher.....	\$ 35.99	19.67

CARP1281-001 09/01/2019

	Rates	Fringes
CARPENTER Including Lather and Drywall Hanging.....	\$ 38.34	26.51

CARP1501-001 09/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 37.64	23.46

CARP2520-003 09/01/2019

	Rates	Fringes
Diver Stand-by.....	\$ 42.65	26.51

Tender.....	\$ 41.65	26.51
Working.....	\$ 82.45	26.51
Piledriver		
Piledriver; Skiff Operator		
and Rigger.....	\$ 38.34	26.51
Sheet Stabber.....	\$ 38.34	26.51
Welder.....	\$ 43.90	26.51

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$1.00 per foot
101 feet and deeper	\$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET	\$1.00 PER FOOT/DAY
51-100 FEET	\$2.00 PER FOOT/DAY
101 FEET AND ABOVE	\$3.00 PER FOOT/DAY

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

ELEC1547-004 04/01/2022

	Rates	Fringes
CABLE SPLICER.....	\$ 42.77	3% + 27.97
ELECTRICIAN.....	\$ 42.44	3% + 28.22

ELEC1547-005 04/01/2022

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 62.29	3%+32.37
Linemen (Including Equipment		
Operators, Technician).....	\$ 61.29	3%+30.98
Powderman.....	\$ 59.29	3%+32.37
TREE TRIMMER.....	\$ 38.05	3%+27.01

ELEV0019-002 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.16	36.885+a+b

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving, and Christmas Day

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 43.53	25.95
GROUP 1A.....	\$ 45.29	25.95
GROUP 2.....	\$ 42.76	25.95
GROUP 3.....	\$ 42.76	25.95
GROUP 4.....	\$ 35.83	25.95
TUNNEL WORK		
GROUP 1.....	\$ 47.88	25.95
GROUP 1A.....	\$ 49.82	25.95
GROUP 2.....	\$ 47.04	25.95
GROUP 3.....	\$ 46.24	25.95
GROUP 4.....	\$ 39.41	25.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type,(b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with

all attachments (over 3 yards), Sidebooms over 45 tons;
 Slip Form Paver, C.M.I. and similar types; Scrapers over 40
 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump
 Operator; Conveyors (except as listed in group 1); Hoist on
 steel erection; Towermobiles and Air Tuggers;
 Horizontal/Directional Drill Locator; Licensed Grade
 Technician; Loaders, (i.e., Elevating Grader and Material
 Transfer Vehicle); Locomotives: rod and geared engines;
 Mixers; Screening, Washing Plant; Sideboom (cradling rock
 drill regardless of size); Skidder; Trenching Machine under
 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum;
 Bombardier (tack or tow rig); Boring Machine; Brooms-power;
 Bump Cutter; Compressor; Farm tractor; Forklift, industrial
 type; Gin Truck or Winch Truck with poles when used for
 hoisting; Grade Checker and Stake Hopper; Hoist, Air
 Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber
 Green and similar types (b) Forklifts or Lumber Carrier
 (on construction job site) (c) Forklifts with Tower (d)
 Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey
 (air, steam, gas and electric) Speeders; Mechanics (light
 duty); Oil, Blower Distribution; Post Hole Diggers,
 mechanical; Pot Fireman (power agitated); Power Plant,
 Turbine Operator, under 200 k.w.; Pumps-water; Roller-other
 than Plantmix; Saws, concrete; Skid Steer with all
 attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and
 Equipment Coordinator; Swamper (on trenching machines or
 shovel type equipment); Spotter; Steam Cleaner; Drill
 Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing
 tunnel or underground work. Rig Oiler/Crane Assistant
 Engineer shall be required on cranes over 85 tons or over
 100 feet of boom.

 * IRON0751-003 07/01/2022

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....	\$ 41.49	34.86
BRIDGE, STRUCTURAL,		
ORNAMENTAL,		
REINFORCING		
MACHINERY MOVER,		
RIGGER,		
SHEETER, STAGE		
RIGGER,		
BENDER OPERATOR.....	\$ 41.49	34.86
BRIDGE, STRUCTURAL,		
ORNAMENTAL, REINFORCING		
MACHINERY MOVER, RIGGER,		
SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....	\$ 38.75	32.63
FENCE, BARRIER INSTALLER....	\$ 37.99	34.86

GUARDRAIL INSTALLERS.....	\$ 38.99	34.86
GUARDRAIL LAYOUT MAN.....	\$ 38.72	34.86
HELICOPTER, TOWER.....	\$ 42.49	34.86

LAB00341-001 04/01/2021

	Rates	Fringes
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LABORER (South of the 63rd
Parallel & West of Longitude
138 Degrees)

GROUP 1.....	\$ 32.00	31.11
GROUP 2.....	\$ 33.00	31.11
GROUP 3.....	\$ 33.90	31.11
GROUP 3A.....	\$ 37.18	31.11
GROUP 3B.....	\$ 40.97	28.40
GROUP 4.....	\$ 21.57	31.11
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 35.20	31.11
GROUP 2.....	\$ 36.30	31.11
GROUP 3.....	\$ 37.29	31.11
GROUP 3A.....	\$ 40.90	31.11
GROUP 3B.....	\$ 45.07	28.40

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzlemans; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine

Operator; High Rigger and tree topper; High Scaler;
Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

LAB00942-001 04/01/2022

	Rates	Fringes
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Laborers: North of the 63rd
Parallel & East of Longitude
138 Degrees

GROUP 1.....	\$ 33.00	31.37
GROUP 2.....	\$ 34.00	31.37
GROUP 3.....	\$ 34.90	31.37
GROUP 3A.....	\$ 38.18	31.37
GROUP 3B.....	\$ 41.97	29.00
GROUP 4.....	\$ 22.57	31.37
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 36.20	31.37
GROUP 2.....	\$ 37.40	31.37
GROUP 3.....	\$ 38.39	31.37
GROUP 3A.....	\$ 42.00	31.37
GROUP 3B.....	\$ 46.17	29.00

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos)

(limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzlemans; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzlemans, vibratormans); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzlemans, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

* PAIN1959-001 07/01/2022

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 36.08	25.45
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 36.60	25.45

PAIN1959-002 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
General Painter.....	\$ 32.64	25.95
Industrial Painter.....	\$ 32.74	25.95
Taper / Paper & Vinyl Hanger.....	\$ 32.64	25.95

PAIN1959-003 12/01/2021

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 41.16	28.16

PAIN1959-004 07/01/2019

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 28.75	14.44

PAIN1959-006 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 41.37	27.25

PLUM0262-002 07/01/2022

East of the 141st Meridian

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.32	27.62

PLUM0367-002 07/01/2021

South of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.00	27.95

PLUM0375-002 07/01/2021

North of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 42.91	31.25

PLUM0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.25	26.49

ROOF0189-006 04/01/2021

	Rates	Fringes
ROOFER.....	\$ 44.62	17.63

SHEE0023-003 08/01/2022

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.35	29.19

SHEE0023-004 07/01/2022

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 50.83	29.03

TEAM0959-003 04/01/2021

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.94	26.12
GROUP 1A.....	\$ 43.21	26.12
GROUP 2.....	\$ 40.68	26.12
GROUP 3.....	\$ 39.86	26.12
GROUP 4.....	\$ 39.28	26.12
GROUP 5.....	\$ 38.52	26.12

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards; Partsman; Stringing Truck

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon (Below 250 Bbls); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards; Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

SECTION 08 34 18
OVERHEAD VERTICAL LIFT FABRIC DOORS

PART 1 - GENERAL

1.1 APPLICABLE PUBLICATIONS

- A. Publications listed below form a part of Specification. Publications may be referred to in the text by basic designation only. In case of conflict the most stringent shall apply.
1. ASTM A36 – Standard Specification for Carbon Structural Steel.
 2. ASTM A653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 3. ASTM A1023 – Standard Specification for Stranded Carbon Steel Wire Ropes for General Purposes.
 4. ASTM B209 - Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 5. ASTM D751-Test Method for Coated Fabrics.
 6. ASTM D2136 – Coated Fabrics-Low Temperature Bend Test.
 7. ASTM D6413 – Test Method for Flame Resistance of Textiles (Vertical Test).
 8. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
 9. ASTM E330 Test Method for Structural Performance of Exterior Windows, Skylights, and Doors by Uniform Static Air Pressure Difference.
 10. National Electrical Code (NEC).
 11. National Electrical Manufacturers Association (NEMA).
 12. American Welding Society (AWS) Structural Welding Code.
 13. International Building Code (IBC).

1.2 PERFORMANCE REQUIREMENTS

- A. Vertical lift fabric door system with all components produced by single manufacturer.
1. Normal Operation: Door speed 8 to 12 inches per second opening and closing.
 2. Usage: Normal operation 20 times per hour and up to 500 cycles per 24-hour day. One operation cycle means open door and return to closed position.
 3. Uniform wind force of 44 pound per square foot positive and negative with door in closed position without damage as tested in accord with ASTM E330.
 4. Impact break away jamb feature to minimize damage if struck by vehicle.
 5. Continuous overhead support beam attached to building structure: door not self-supporting.

1.3 SUBMITTALS

- A. Manufacturer's experience qualifications.
- B. Installer experience qualifications.

- C. Shop Drawings and Product Data: Indicate products fabrication and control details, size of components, header, jamb, guides, weather seals, anchorage, required clearances, electrical connections wire diagrams and installation instructions.
- D. Certification that doors proposed meet these SPECIFICATIONS.
- E. Fabric samples of available colors in gray or tan for selection.
- F. Copy of warranty.
- G. Operation and maintenance instructions in print and video disc.

1.4 QUALIFICATIONS

- A. Manufacturer: Single Company manufacturing a complete door assembly with a minimum of 25 doors similar to the doors specified in this Section.
- B. Installer: Company approved by door manufacturer.

1.5 PRE-INSTALLATION MEETING

- A. Attended by Contractor, Installer, and Contracting Officer.
- B. Approved submittals shall be available at meeting.

1.6 WARRANTY

- A. Entire door assembly materials and installation: free from defects: two years from substantial completion acceptance or 300,000 open and close operations.
- B. Fabric door panel material, free from defects: for 5 years.

1.7 OWNER'S INSTRUCTION

- A. Provide manufacturer approved representative to demonstrate operation and maintenance to OWNER for a minimum of 2-hours.
- B. Provide printed and video disc of operations and maintenance training items.

1.8 MAINTENANCE SERVICE

- A. Installer shall provide 4 maintenance visits, one every 3 months after Substantial Completion for each door installed.
- B. 24 hours service on call with 4-hour maximum response time.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to meeting specified criteria: www.assaabloyentrance.us
 - 1. ASSA Abloy Entrance Systems: Tel: 770-631-2600
- B. Substitutions: In accordance with General Conditions

2.2 MATERIAL AND COMPONENTS

- A. General:
 - 1. Provide overhead vertical lift folding fabric and beam door assembly. Comply with Performance Requirements. ASSA ABLOY "Megadoor" industrial door is Basis of Design.
- B. Door Fabric:
 - 1. Single sheet which extends over the top beam, and covering each side of the door.
 - 2. Heavy duty vinyl coated fabric weighing 19-22 ounces per square yard, capable of carrying 250 pounds per inch per panel per ASTM D751.
 - 3. UV stabilized, self-extinguishing 0-75 flame spread, per ASTM E84.
 - 4. Suitable to withstand temperatures between +158 to -38 degrees F, per ASTM D2136.
 - 5. Attach fabric to both sides of the intermediate beams providing enclosed air spaces, top beam, and bottom beam with self-tapping screws through aluminum batten strips.
 - 6. Provide 50 square feet of same color door fabric for subsequent repairs.
- C. Door Beams:
 - 1. Intermediate beams shall be extruded aluminum and have a suitable profile dependent on the door width and the wind load requirements, spaced 2 to 6 feet apart, dependent upon the wind load.
 - 2. At each end of the beams, provide a self-lubricating nylon guide. Guides shall be designed to break-off in the event of heavy equipment collision with the door.
- D. Door Guides:
 - 1. Vertical guides shall be extruded aluminum.
 - 2. Guides shall have sealing surfaces on the inside and the outside faces.
 - 3. There shall be a space inside the guides for the polyester belt of the drive unit and for the safety arrestors. No springs or counter weights shall be located inside the guides.
- E. Headerbox:
 - 1. Enclosed header box which contains the drive mechanism and control limit switches.
 - 2. The drive unit horsepower shall be sized as required to operate the door leaf under full wind load conditions.

3. The motor shall be a reduction gear type with brake, and shall be equipped with a drum on which the polyester belt is wound. The belts shall be attached to the bottom beam via the safety arrestors.
 4. The motor shall be removable without disturbing limit switch adjustment. No springs or counter weights shall be used for door movement.
 5. Provide a hand crank which fits motor shaft for manual operation if power fails.
- F. Lifting System:
1. Belts shall run inside the door guides and be attached to the bottom beam of the door leaf.
 2. Rollers used on the door shall be completely maintenance free, not requiring any lubrication for the life of the door.
 3. Rollers shall readily be accessible for visual inspection.
- G. Safety Arrestors:
1. Each door leaf shall be supplied with two safety arrestors which activate and support the door if a belt should break.
- H. Slack Belt Safety:
1. A safety device shall be used on all door leaf belts, which will sense a slack belt condition and cut power to the drive unit to prevent an unsafe condition.
- I. Bottom Beam:
1. The bottom beam shall be designed with a suitable width and depth to carry the load of the intermediate beams when the door is open, and to ensure full closing and a tight floor seal in heavy winds.
 2. A heavy U-shaped bottom rubber seal shall be provided to form a tight seal with the floor, even on uneven surfaces. The door bottom shall include an aluminum extrusion for attachment of a reversing safety edge.
- J. Wind Locks:
1. Each door leaf shall be provided with two wind locks which activate and lock the bottom beam when the door reaches its closed position.
 2. This locking action shall act to maintain a tight floor seal and intermediate beam stability under heavy wind.
- K. Control Panel:
1. The door manufacturer shall supply a pre-wired control panel to control door operation.
 2. The control panel shall contain interlocks to preclude personnel injury, including an interlock between the power supply system, emergency power plug-in and hand crank.
 3. The panel enclosure shall be NEMA 12 rated. Internal wiring shall be UL listed.
 4. Panels shall include push button controls, an emergency stop, automatic opening features, and a non-adjustable cycle counter to record operations.
- L. Electrical Protection:

1. Fuses shall be utilized to protect the system from power line overcurrent and from secondary control voltage overcurrent. Additionally, a system shall be provided to detect overcurrent to the motor.

2.3 OPERATION

A. Door operation:

1. The overhead fabric door shall guide up and down in the weather sealing vertical guides attached to the building. The door shall operate by lifting the bottom beam upwards, thereby stacking the intermediate beams one on top of the other, with the fabric panel folding in pleats.
2. When the door is fully closed, the intermediate beams shall hang between the two fabric door panels thus pulling the fabric tight. The tension created in the fabric panels shall stabilize the intermediate beams.
3. Safety arrestors shall be attached to each end of the bottom beam and shall travel in the vertical guide tracks. Safety arrestors shall immediately stop the downward movement of the door in case of belt failure.
4. When the door is opened completely it shall stop on the primary top limit switch. In case of overtravel, a secondary limit switch shall stop the door to prevent damage.
5. The drive unit shall be stopped by the slack belt breakers when the door is closed. The slack breakers shall also stop the door in case of belt rupture or if an obstruction should prevent the door from being closed.
6. Provide a NEMA approved enclosure which is factory wired and equipped with instantaneous overload relay.

2.4 SUPPORT AND ATTACHMENT

1. Necessary steel brackets, bolts, screws, blocking, and anchors to attach door assembly to structural surround and to resist wind force specified.

2.5 ELECTRICAL COMPONENTS

1. Electric motor and drive components for operation sized as recommended by door manufacturer for operations specified. Coordinate with existing building available electric supply.
 - a. Field adjustable limit switches for full open and full closed positions.
 - b. Field adjustable automatic closing controller.
2. Provide necessary electrical control, push buttons, transformers, control boxes, disconnect switch, motor contactor, and power supply wiring in conduit from door to connect to building power at a single junction box in door assembly or within five feet of door. Include steel support brackets as necessary to fit existing conditions.
3. Install all electrical components inside appropriate NEMA enclosures. Install any ignition spark sources 18 inches minimum above floor surface
4. Electrical components shall be in accordance with National Electrical Code (NEC) as amended locally.
5. Provide weather cover for motor.

2.6 ACTUATION

- A. Actuation systems shall be NEMA rated for conditions of use.
- B. Provide wall mount push buttons control "OPEN", "CLOSE", "STOP" in NEMA enclosure on inside, no exterior control for activation of door. Mount 48-inches above floor. Continuous pressure on "CLOSE" required.
- C. Primary actuation of door shall be by overhead infrared scan sensor which opens door when vehicle approaches, field adjustable wide angle.
 - 1. Differentiates between pedestrian and vehicle traffic.
 - 2. Prevents false activation from cross traffic.
 - 3. Field adjustable timed pause before door closes.

2.7 SAFETY FEATURES

- A. Reversing Safety Edge:
 - 1. The bottom of door shall be equipped with a resilient EPDM rubber safety edge to automatically raise the door should it contact any obstruction when traveling downward.
 - 2. The safety edge shall be wired normally closed so that it continuously monitors its own circuit for failure.
 - 3. An EPDM rubber cover forms a resilient door bottom seal.
- B. One through beam photocell pair on each side jamb of door with infrared beam, 18 to 28 inches above floor: obstruction prevents door from closing and reverses door to open position.
- C. Electrical microwave detector on inside and outside of door:
 - 1. Reverses door to open position when obstruction sensed.
 - 2. Reverses door to open when moving object approaching.
- D. Provide thermal protection to protect motor from temperature build-up.
- E. Provide 10 dba warning horn and light 5 seconds prior to door operation and during operation. Mount on or near door control box.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine DRAWINGS and verify field conditions that opening to receive door is properly sized to meet manufacturer's tolerances with header level, jambs plumb, backing and supports adequately sized and placed.
 - 1. Maintain existing opening height and width.
- B. Verify electrical connect point available and of adequate size and power.
- C. Field measure openings. Make required adjustments in fabrication or accomplish

necessary corrections to supports before installing doors.

- D. Beginning of installation means acceptance of existing conditions as capable of producing satisfactory installation.

3.2 DEMOLITION

- A. Remove existing door and frame to provide maximum rough opening equal to existing opening. Dispose of existing unused components off site.

3.3 INSTALLATION

- A. Install door assemblies in accordance with manufacturer's directions and approved Shop Drawings, complete with electric operators and controls.
- B. Fasten guides and operating components to structure with any necessary hardware, jamb and head anchors. Prime paint any bare wood or metal surfaces behind door attachment. Finish paint any exposed steel provided by door installer with acrylic semi gloss enamel: Sherwin Williams "DTM B66" or equal.
- C. Seal door edge components watertight to building surround with silicone sealant. Fasten jambs to structure along opening to meet performance requirements and specified anchorage.
 - a. Repair any damage caused by this work to building steel spray-on fireproofing: match existing fireproofing thickness.
- D. Provide and install sheet metal closure flashing necessary to weatherseal the door to surrounding wall. Attach 12" o.c. into surrounding surface with gasket head screws.

3.4 ELECTRICAL INSTALLATION

- A. Locate controls where indicated or directed. Perform work in accordance with NEC as amended locally.
- B. Install electrical components and wiring to single point of connect for each door power and for controls.
- C. Coordinate to insure electrical power and control is operative.

3.5 ADJUST AND CLEAN

- A. Adjust moving parts to operate smoothly with safety features operational.
- B. Door in closed position shall rest against seals without visible gaps.
- C. Clean surfaces and surrounding areas of soil and debris resulting from door installation.

END OF SECTION



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

SUBCONTRACTABLE ITEMS (Form 10-028)

Federal-Aid Contracts

RFP/ITB: _____

Project Name: _____

Please identify and list all subcontracting opportunities for this project.

Bid Item No.	Work Category	Description of Work	Estimate \$
Total estimated subcontractable amount			\$
Total percentage of subcontractable items (as percentage of total bid)			_____ %

Firm Name: _____

Principal's Signature: _____ Date _____

Title _____

If you have any questions regarding this form, please contact the DBE Officer at (907) 343-4878.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

DBE STATEMENT (Form 10-029)

Federal-Aid Contracts

RFP/ITB:

Project Name: _____

It is the policy of the Department of Transportation (DOT) and the Municipality of Anchorage (MOA) that Disadvantaged Business Enterprises have equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. As such the undersigned certifies that the proposer/bidder is aware of and shall comply with 49 CFR § 26, Anchorage Municipal Code § 7.60, and all other applicable federal, state, and municipal laws and regulations concerning DBE participation in the Municipality's program, which are incorporated by reference as if fully set forth herein.

The undersigned acknowledges that the above statement holds true whether the MOA is implementing a race-conscious or race-neutral DBE program. Proposer/bidders are always encouraged to seek out and utilize DBE firms as subcontractors, manufacturers, and suppliers on this project. By submitting a bid for this project we acknowledge we have made genuine and tangible efforts to utilize certified DBE's and small business entities to assist the MOA in meeting its federal obligation.

To be eligible for award of this contract, the successful Proposer/Bidder must execute and submit this statement relating to the Municipality of Anchorage, Disadvantaged Business Enterprise (DBE) Program 49 CFR 26. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the Proposer/Bidder non-responsive. False statements are punishable under AS 11.56.210.

This project is being funded in whole or in part by: FTA ____ FAA ____ FHWA ____

The annual DBE percentage set by the MOA for this operating agency is _____% and the undersigned hereby affirms the bidder/proposer has made a targeted effort to assist in the attainment of that goal.

Firm Name: _____

Principal's signature: _____ Date: _____

Principal's Name and Title:

If you have any questions regarding this form, please contact the DBE Officer at (907) 343-4878.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

DBE UTILIZATION REPORT (Form 10-030)

Federal-Aid Contracts

RFP/ITB:

Project Name: _____

List all certified DBEs to be used in the execution of this project. Once this form is submitted changes MUST be approved in writing by the MOA DBE Officer.

FIRM NAME	BID ITEM, PRODUCT OR WORK DESCRIPTION	SUBCONTRACT AMOUNT \$	TYPE OF CREDIT*	CREDITABLE AMOUNT \$

*Please indicate (T) Trucking/ (M) Manufacturer/ (S) Supplier (additional room on back)

Total Creditable DBE Utilization Amount \$ _____
Basic Bid Amount \$ _____
DBE Utilization (% of basic bid amount) _____ %

Firm Name: _____

Principal's signature: _____ Date: _____

Principal's Name and Title: _____

If you have any questions regarding this form, please contact the DBE Officer at (907) 343-4878.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

FIRM NAME	BID ITEM, PRODUCT OR WORK DESCRIPTION	SUBCONTRACT AMOUNT \$	TYPE OF CREDIT*	CREDITABLE AMOUNT \$

If you have any questions regarding this form, please contact the DBE Officer at (907) 343-4878.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

PAYMENT PROGRESS REPORTS (Form 10-031)

Federal-Aid Contracts

RFP/ITB: _____

Month/Year _____

Project Name: _____

This report MUST be submitted to the DBE Officer by the 15th of every month for the life of the contract, for payments made the previous month. Reports should start the month after the project begins and continue through until final payment is made. A copy of the check MUST be attached. (49 CFR 26)

PRIME CONTRACTOR FIRM NAME: _____

SUBCONTRACTOR PAYMENTS

Firm Name	Bid Item Paid (list separately)	Agreed Price	Amount Paid (this period)	Paid to Date	% of work completed to Date	Last Payment?

Signature required – form continued on the back

If you have any questions regarding this form, please contact the DBE Officer at (907) 343-4878.

PAYMENT PROGRESS REPORTS (Form 10-031)

SUBCONTRACTOR PAYMENTS continued

Firm Name	Bid Item Paid (list separately)	Agreed Price	Amount Paid (this period)	Paid to Date	% of work completed to Date	Last Payment?

If more spaces are required, use as many copies of the second page of this form as necessary. The contractor must sign each sheet to certify its content and completion. Are additional pages attached? Yes ____ No ____

Please provide a brief explanation of any zero dollar payments where work is not 100% completed and/or Agreed Price is not paid in full:

Person Submitting the Report: _____ Title: _____

Signature: _____ Date: _____

If you have any questions regarding this form, please contact the DBE Officer at (907) 343-4878.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

BIDDER REGISTRATION/DBE COMMITMENT (Form 10-032)

Federal-Aid Contracts

RFP/ITB# _____

Project Name: _____

Each Prime and subcontractor responding to this bid/proposal MUST complete this form.

Please make copies as needed. 49 CFR 26 directs that certain information must be collected from both DBE and non-DBE contractors and subcontractors seeking to work on federally-assisted contracts.

Name of Firm: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Prime contractor ____ Subcontractor ____ DBE ____ Other Certification(s) _____

Age of firm or date established: _____

Firm's gross annual receipts:

- ☐ < \$500,000
- ☐ \$500,000 - \$999,999
- ☐ \$1,000,000 - \$4,999,999
- ☐ \$5,000,000 - \$9,999,999
- ☐ \$10,000,000 - \$16,999,999
- ☐ > \$17,000,000

AK Business License: _____

Contractor Registration No.: _____

DBE Certification No.: _____

If you have any questions regarding this form, please contact the DBE Officer at (907) 343-4878.

BIDDER REGISTRATION FORM (Form 10-032)

Federal-Aid Contracts

Description of Work to be performed:

Dollar amount committed: (Subcontractors) \$_____

For projects with federal-aid funding, I hereby certify Alaska Business License, the Municipality of Anchorage Contract Compliance Specifications, and contractor registrations will be valid for all subcontractors prior to award of the subcontractor.

The undersigned certifies that this Bidder/Proposer is aware of and shall comply with 49 CFR § 26, Anchorage Municipal Code section 7.60, and all other applicable federal, state, and municipal laws and regulations concerning participation in the Municipality's programs, which are incorporated by reference as if fully set forth herein.

Principal's Signature: _____ Date: _____

Principal's Name and Title:

*** To be completed by DBE and Prime Contractor ONLY***

DBE COMMITMENT:

Signatures of Authorized representatives of the Prime Contractor and the DBE firm below represent the written commitment by the Prime Contractor to subcontract with the DBE firm as described above and a written commitment by the DBE firm to subcontract for the work described above. Once this form is executed any modifications must be approved in writing by the MOA DBE Officer or DBELO.

This form must be executed for all DBE firms to be subcontracted.

Prime Contractor or Representative (print)

DBE Contractor or Representative (print)

Prime Signature

Date

DBE Signature

Date

Prime Contractor Firm Name

DBE Firm Name

If you have any questions regarding this form, please contact the DBE Officer at (907) 343-4878.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

DBE CONTACT REPORT (Form 10-033)

Federal-Aid Contracts

RFP/ITB# _____

Project Name: _____

Attach documentation.

Contact Information <i>Firm Name</i> <i>Contact Person</i> <i>Contact Information (phone/email)</i>	Initial Contact <i>Date</i> <i>Comment</i>	Follow-up <i>Date</i> <i>Comment</i>	Result* (See below)
Ph: _____ Email: _____			
Ph: _____ Email: _____			
Ph: _____ Email: _____			
Ph: _____ Email: _____			
Ph: _____ Email: _____			

*Please indicate whether bid was: _____ *(more space on back)*
 Successful **(S)**, Non-Competitive **(NC)**, Non-Responsive **(NR)** or Unable to Perform Work **(UPW)**.

Prime Contractor Firm Name: _____

Representative's signature: _____ Date: _____

If you have any questions regarding this form, please contact the DBE Officer at (907) 343-4878.

BID PROPOSAL
(CERTIFICATION)

TO: MUNICIPALITY OF ANCHORAGE _____, 2021
PURCHASING DEPARTMENT
632 W. 6TH AVENUE, SUITE 520
ANCHORAGE, ALASKA 99501

SUBJECT: Invitation to Bid No. **2021CXXX**

PROJECT TITLE: PTD WARM STORAGE OHD REPLACEMENT

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- 1 through BP- 2** submitted herewith.

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

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.

Company Name

BID PROPOSAL
(CERTIFICATION)
Continued

SUBJECT: Invitation to Bid No. **2021CXXX**

PROJECT TITLE: **PTD WARM STORAGE OHD REPLACEMENT**

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 Email Address

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

City, State, Zip Code

BASIC BID – PTD WARM STORAGE OHD REPLACEMENT

ITEM NO.	SPEC. NO.	Remove & replace OHD assembly #3 (UNIT PRICE IN WORDS)	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL BID PRICE

Basic Bid Total: _____

Contractor _____

Date _____



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM (DBE)

SPECIFICATIONS FOR MUNICIPAL CONTRACTS

For Projects Funded Wholly or in Part by Federal DOT

Federal Transit Administration (FTA)
Federal Aviation Administration (FAA)
Federal Highway Administration (FHWA)

Part I: Applications

This project is funded wholly or in part with financial assistance from the U.S. Department of Transportation (DOT) through FTA, FAA or FHWA. It is subject to Anchorage Municipal Code Chapter 7.60, and the Disadvantaged Business Enterprise Program 49 C.F.R. 26 regarding the participation by Disadvantaged Business Enterprises in the Department of Transportation programs and to any other applicable federal and state regulations. The requirements of this program are mandatory. Bidders/Proposers shall be fully informed regarding the requirements of the above regulations. Particular attention is directed to the following matter:

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

Part II: DBE Participation

The Municipality of Anchorage Office of Equal Opportunity is currently administering a race-neutral DBE program. This does not negate the importance of striving to meet DBE participation goals that have been submitted to the federal government in accordance with 49 CFR 26. This project has been identified as receiving funding from the following federal funding source and is associated with the following DBE participation objective:

Federal Transit Administration (FTA) – 4.7%
Federal Aviation Administration (FAA) – 17.6%
Federal Highway Administration (FHWA) – 8.28%

Part III: Solicitation of DBEs for This Project

- A. The Municipality of Anchorage (MOA) encourages bidders/proposers to actively solicit bids for the subcontracting of services and supplies from certified DBEs in order to assist the MOA in meeting its Race Neutral participation as stated in these specifications.

Part IV: Certified DBEs Eligible to Be Used for Credit on this Project

A DBE, or a joint venture with a DBE must be currently certified by the Alaska Unified Certification Program (AUCP) prior to the award of contract before credit may be allowed toward the MOA participation. A directory of DBEs certified by the AUCP may be obtained at the Alaska Department of Transportation and Public Facilities, Civil Rights Office, 2200 E. 42nd Avenue, Anchorage, AK; via mail to that agency at P.O. Box 196900, Anchorage, AK 99519; telephone (907) 269-0853; or at <http://www.dot.state.ak.us/cvlrts/index.shtml>.

Part V: Credit for DBE Participation for the Project

When a certified DBE participates in a contract, the contractor may count only the value of the work performed by the certified DBE toward the MOA's Race Neutral participation.

The contractor may:

1. Count the entire amount of the portion of a construction contract that is performed by the DBE's own forces.
2. Count the entire amount of fees or commissions charged by a certified DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT assisted contract, toward DBE Race Neutral participations, provided that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
3. When a certified DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward MOA's DBE Race Neutral participation only if the certified DBE's subcontractor is itself a certified DBE. Work that a certified DBE subcontracts to a non-DBE firm does not count toward MOA's DBE Race Neutral participation.
4. When a certified DBE performs as a participant in a joint venture, count only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract, which the certified DBE performs with its own forces.
5. Count expenditures to a certified DBE contractor toward MOA's DBE Race Neutral participation only if the certified DBE is performing a commercially useful function on the contract. A certified DBE performs a commercially useful function when it is responsible for

execution of the work of the contract and is carrying out its responsibilities by actually performing managing and supervising the work involved.

6. Count materials or supplies obtained from a certified DBE manufacturer at 100% of the cost toward the MOA's DBE Race Neutral participation.

7. Count materials or supplies obtained from a certified DBE regular dealer at 60% of the cost toward MOA's DBE Race Neutral participation.

8. With respect to materials or supplies purchased from a certified DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies. Transportation charges or fees for the delivery of materials or supplies can be used toward MOA's DBE Race Neutral participation. The fees must be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward the MOA's Race Neutral participation.

9. For trucking, the certified DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract. The certified DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract. The certified DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, operates and using drivers it employs. A DBE may lease trucks from another DBE firm, including an owner-operator who is a certified DBE. A DBE who leases trucks from another DBE receives credit for total value of the transportation services. A DBE may also lease trucks from a DBE firm, including an owner operator. A DBE who leases trucks from a non- DBE is entitled to credit only for fees or commissions it receives as a result of the lease arrangement.

A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE. For purposes of this, a lease must indicate that a DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

10. The certified DBE must perform work on the project in the category(s) of work for which certification is issued. While the DBE may perform work in other categories for which certification is not issued, only that work performed in the certified categories will count toward the MOA's Race Neutral participation on the project.

11. If a firm is not currently certified as a DBE in accordance with this regulation at the time of the execution of the contract the firm's participation will not count.

Part VI: Submission of DBE Information

The requirements of this program are mandatory. Bidders/Proposers who do not submit these forms will be considered non-responsive. Please reference Anchorage Municipal Code Chapter 7.60, and the Disadvantaged Business Enterprise Program 49 C.F.R. 26.

A. Invitation to Bid:

10-028 SUBCONTRACTABLE ITEMS
10-029 DBE STATEMENT
10-030 DBE UTILIZATION
10-031 w/ Acknowledgement* PAYMENT PROGRESS REPORTS
10-032 BIDDER REGISTRATION/DBE COMMITMENT
10-033 DBE CONTACT REPORT

The above forms are to be included in the bid packet and are to be submitted to the Purchasing Department at bid opening.

** Payment Progress Reports (Form 10-031) must be submitted by Prime Contractor to the MOA DBE Officer by the 15th of every month for the life of the project.*

B. Request for Proposal:

10-028 SUBCONTRACTABLE ITEMS
10-029 DBE STATEMENT
10-031 w/Acknowledgement* PAYMENT PROGRESS REPORTS
10-032 BIDDER REGISTRATION/DBE COMMITMENT (page 1 only, Prime Contractor)

The above forms are to be included in the proposal and are to be submitted to the Purchasing Department at proposal closing.

10-030 DBE UTILIZATION
10-032 BIDDER REGISTRATION/DBE COMMITMENT (for each subcontractor)
10-033 DBE CONTACT REPORT

The above forms (10-030, 10-032, 10-033) are to be submitted to the Municipality of Anchorage, Office of Equal Opportunity by the *successful proposer* at the completion of contract negotiations. Failure to comply with these requirements may deem the contractor non-responsive.

** Payment Progress Reports (Form 10-031) must be submitted by Prime Contractor to the MOA DBE Officer by the 15th of every month for the life of the project.*

Part VII: Disadvantaged Business Enterprise Utilization

- A. If a successful bidder/proposer for a contract that contains DBE participation, at any time after the award of the contract, proposes to remove or make substitutions to DBE subcontractors, or joint venture partners under the contract, a written notice of such removal, or substitution shall be submitted to the DBE officer prior to substitution or removal. The successful bidder/proposer must also provide a reasonable explanation for the removal or substitution of the DBE. Where such removal or replacement would cause the DBE percentage to fall below the participation amount set for the project, the MOA encourages the successful bidder/proposer to utilize another DBE subcontractor as the replacement. These efforts shall be documented, and the circumstances fully explained in writing, and approval obtained from the DBE officer prior to replacement.
- B. The Office of Equal Opportunity (OEO) DBE officer shall monitor the contractor's DBE utilization to verify that the work is committed to certified DBE subcontractors.
- C. The Municipality encourages the successful bidder/proposer to refrain from requiring performance and/or payment bonds of their certified DBE subcontractors.
- D. The DBE officer or designee may visit the job site during regular working hours and interview subcontractors and employees for verification of compliance with these specifications and/or the regulations.

Part VIII: DBE Policy and Obligations

The following statement is included in the agreement between the Municipality and its contractor on this project and must also be included in each subcontract the prime contractor signs with a subcontractor or supplier on this project:

"The contractor, sub recipient or subcontractor shall not discriminate based on race, color, national origin, sexual orientation, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

Failure of the contractor or its subcontractors to carry out the requirements set forth above shall constitute a breach of contract after notification from the Municipality, may result in termination of the contract by the Municipality or such remedy as the Municipality deems appropriate.

Part IX: Required Prompt Payment to Subcontractors

This contract is funded wholly or in part with U.S. DOT funding. Verification of contractor's payments to certified DBEs will also be monitored throughout the duration of the project. No MOA credit will be made toward the contract participation until the payments are actually made

to the certified DBE subcontractors. The Contractor is required to pay all subcontractors within eight (8) business days after receipt of payment from the MOA and after the work is satisfactorily completed.

Part X: Retainage

The MOA declines to hold retainage from prime contractors for DOT funded projects and prohibits withholding of retainage from subcontractors.

Part XI: Proposer's and Bidder's Registration Information

The MOA is required by DOT federal regulation (49 C.F.R. § 26.11) to create a bidders list, consisting of information on all certified DBE and non-DBE firms, which bid or quote on DOT assisted contracts. The purpose of the bidders list is to provide the MOA with as much accurate data as possible regarding the universal makeup of DBEs, non-DBEs, and subcontractors seeking to work on federally assisted contracts.

For additional information, please contact the Office of Equal Opportunity for the Municipality of Anchorage:

**Office of Equal Opportunity,
(907) 343-4878
OEO@muni.org**

**P.O. Box 196650
Anchorage, AK 99519-6650**

**City Hall Building,
632 W. 6th Avenue, Suite 170
Anchorage, AK**

**Municipality of Anchorage
Federal Transit Administration
Contract Provisions and Certifications**

Contract Title: Transit Warm Storage OHD Replacement

MOA File Number: _____

Contractor/Vendor: _____

<i>Type of Contract or Contract Threshold</i>							Yes	No
1. All FTA-Assisted Third Party Contracts and Sub Agreements							X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
1	Incorporation of FTA Terms	X	X	X	X	X		
2	No Federal Government Obligations to 3 rd -parties by Use of a Disclaimer	X	X	X	X	X		
3	Program Fraud	X	X	X	X	X		
4	Access to Records	X	X	X	X	X		
5	Federal Changes	X	X	X	X	X		
6	Exclusionary or Discriminatory Specifications	X	X	X	X	X		
7	Interest of Members of or Delegates to the United State Congress	X	X	X	X	X		
8	Geographic Restrictions	X	X	X	X	X		
9	Civil Rights Requirements	X	X	X (>\$10,000)	X	X		
10	Termination Provisions	X (>\$10,000 if 49 CFR part 18 applies)	X (>\$10,000 if 49 CFR part 18 applies)	X (>\$10,000 if 49 CFR part 18 applies)	X (>\$10,000 if 49 CFR part 18 applies)	X (>\$10,000 if 49 CFR part 18 applies)		
11	Requirements of Disadvantaged Business Enterprise	X	X	X	X	X		
12	Energy Conservation Requirements	X	X	X	X	X		

Type of Contract or Contract Threshold							Yes	No
2 FTA-Assisted Third Party Contract and Sub Agreement of Awards Exceeding \$25,000							X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
13	Debarment and Suspension Requirement	X	X	X	X	X		
<i>Certification Of Lower-Tier Participants Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusion applies to this contract type. (Bidder Certifications – Number 1 of 9)</i>								

Type of Contract or Contract Threshold							Yes	No
3. FTA-Assisted Third Party Contract and Sub Agreement of Simplified Acquisition Threshold (Currently \$100,00)							X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
14	Buy America			X	X	X		
15	Provisions for Resolution of Disputes, Breaches, or other Litigation	X	X	X	X	X		
The following Certifications applies to this contract type:								
<ul style="list-style-type: none">• <u>Certification Of Compliance With Federal Buy America Requirements For Procurement Of Steel, Iron, Or Manufactured Products Excluding Revenue Vehicles (Bidder Certifications – Number 2 of 9)</u>• <u>Certification Of Eligibility (Bidder Certifications – Number 3 of 9)</u>								

Type of Contract or Contract Threshold							Yes	No
4. FTA-Assisted Third Party Contract and Sub Agreement Exceeding \$100,000							X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
16	Lobbying Requirements	X	X	X	X	X		
17	Bonding Requirements for Non-Construction	X	X	X	x	X		
18	Warranty of Work			X	X	X		
19	Clean Air Requirement	X	X	X	X	X		
20	Clean Water Requirement	X	X	X	X	X		
<u>Certification of Restrictions on Lobbying applies to this contract type. (Bidder Certifications – Number 4 of 9)</u>								

Type of Contract or Contract Threshold						Yes	No
5. FTA-Assisted Third Party Contract and Sub Agreement of Acquisition of Property Shipped by Ocean Vessel or Travel by Air						X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies	
21	Cargo Preference			X	X	X	
22	Fly America	X	X	X	X	X	

Type of Contract or Contract Threshold						Yes	No
6. FTA-Assisted Third Party Contract and Sub Agreement of Construction Projects						X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies	
23	Davis Bacon and Copeland Anti-Kickback Acts >\$2,000				X (>\$2,000)		
24	Contract Work Hours & Safety Standards Act >\$100,000				X		
25	Bond Requirements for Construction >\$100,000				X		
26	Seismic Safety	X (A&E)			X		
27	Special DOL EEO Clause for construction clause				X (>\$10,000)		
<u>Equal Employment Opportunity Certification applies to this contract type. (Bidder Certifications – Number 5 of 9)</u>							

Type of Contract or Contract Threshold						Yes	No
7. FTA-Assisted Third Party Contract and Sub Agreement of Non-Construction Projects						X	
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies	
27	Contract Work Hours & Safety Standards Act >\$100,000		X(>\$100K)	X (>100K)	X (\$100K)		
<u>Equal Employment Opportunity Certification applies to this contract type. (Bidder Certifications – Number 5 of 9)</u>							

Type of Contract or Contract Threshold						Yes	No
8. FTA-Assisted Third Party Contract and Sub Agreement of Transit Operational Contracts and Safety Sensitive Supplies							X
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies	
28	Transit Employee Protection Arrangements		X				
29	Charter Service Operations		X				
30	School Bus Operations		X				
31	Drug Abuse and Testing Requirements and Alcohol Testing Requirements		X				
<u>Equal Employment Opportunity Certification applies to this contract type. (Bidder Certifications – Number 5 of 9)</u>							

Type of Contract or Contract Threshold						Yes	No
9. FTA-Assisted Third Party Contract and Sub Agreement of Revenue Vehicle Purchase							X
Clauses that Apply		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies	
32	Bus Testing Requirements			X			
33	Pre-Award and Post-Delivery Audit Requirements			X			
34	TVM Certifications			X			
The following Certifications applies to this contract type: <ul style="list-style-type: none"> • Bus Testing Certification (<i>Bidder Certifications – Number 6 of 9</i>) • Certification of Compliance with Federal Motor Vehicle Safety Standards (<i>Bidder Certifications – Number 7 of 9</i>) • <i>Certification of Compliance with Federal Buy America Requirements for Revenue Vehicles (Bidder Certifications – Number 8 of 9)</i> • <i>Disadvantaged Business Enterprise Certification for Revenue Vehicles (Bidder Certifications – Number 9 of 9)</i> 							

Type of Contract or Contract Threshold							Yes	No
10. Miscellaneous Contract Clause that May Apply for FTA-Assisted Third Party Contract and Sub Agreement							X	
		Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies		
35	Patent Rights, Rights in Data and Copy	X						
36	Recycled Products >\$10,000		X		X	X		
37	Conformance with ITS Architecture and Standards	X (ITS Projects)	X (ITS Projects)	X (ITS Projects)	X (ITS Projects)	X (ITS Projects)		
38	Americans with Disabilities Act	A&E	X	X	X	X		
39	Notification of Federal Participation >\$500,000	X	X	X	X	X		

I certify, for the bidder named below, that it will comply with all Federal Transit Administration Procurement Provisions and Certifications that apply to this contract.

BIDDER/COMPANY NAME:	
SIGNATURE OF AUTHORIZED OFFICIAL:	
TITLE OF AUTHORIZED OFFICIAL:	
DATE:	

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I, _____ hereby certify on behalf
(Name and title of official)

of _____ that:
(Name of bidder)

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Executed this _____ day of _____, 20_____

By: _____

(Signature of authorized official)

(Title of authorized official)

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

**CERTIFICATION OF COMPLIANCE WITH
FEDERAL BUY AMERICA REQUIREMENTS FOR PROCUREMENT OF STEEL, IRON, OR
MANUFACTURED PRODUCTS EXCLUDING REVENUE VEHICLES**

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

The bidder certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

OR

The bidder certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 C.F.R. 661.7.

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

COMPLIANCE WITH FEDERAL BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder must submit to the Municipality of Anchorage the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

CERTIFICATION OF ELIGIBILITY

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I, _____ hereby certify on behalf
(Name and title of official)

Of _____ that:
(Name of bidder)

It is not included on the United States Comptroller General's "List of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions."

Executed this _____ day of _____, 20____

By: _____

(Signature of authorized official)

(Title of authorized official)

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I, _____ hereby certify on behalf
(Name and title of official)

of _____ that:
(Name of bidder)

- (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 any agency, a Member of Congress, and 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, and officer or employee of Congress, or 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 sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 1332, 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.

Executed this _____ day of _____, 20_____

By: _____

(Signature of authorized official)

(Title of authorized official)

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

The Contractor and any and all subcontractors of the Contractor are required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and supplemented in U.S. Department of Labor Regulation 41 C.F.R. Part 60.

CERTIFICATION. I certify, for the bidder named below, that it has complied with the provisions of Executive Order 11246, as amended by Executive Order 11375, and supplemented in U.S. Department of Labor Regulation 41 C.F.R. Part 60 and that I am duly authorized by said bidder to make this certification.

Executed this _____ day of _____, 20_____

By: _____

(Signature of authorized official)

(Title of authorized official)

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

BUS TESTING CERTIFICATION

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

I certify that the bus model quoted in this bid is not a new bus model as defined by 49 C.F.R. 665.5

Signature of Authorized Representative
Representative

Type or Print Name & Title of That

Date of Signature: _____

OR

I certify that the bus model quoted in this bid is a new bus model as defined by 49 C.F.R. 665.6 and that the test report prepared by the UMTA (FTA) bus testing facility is attached to this certification and is a true and correct copy of the test report as prepared by the facility

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

PLEASE NOTE THIS CERTIFICATION SHALL ALSO BE PROVIDED FOR ALL APPROPRIATE
POST-DELIVERY AUDITS.

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

**CERTIFICATION OF COMPLIANCE WITH
FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

The bidder certifies that all vehicles provided through this grant comply with all relevant Federal Motor Vehicles Safety Standards.

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

REGULATIONS.

These vehicles shall conform to all Federal and State of Alaska regulations in effect at the time of delivery.

**PLEASE NOTE THIS CERTIFICATION SHALL ALSO BE PROVIDED FOR ALL APPROPRIATE
POST-DELIVERY AUDITS.**

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

**CERTIFICATION OF COMPLIANCE WITH
FEDERAL BUY AMERICA REQUIREMENTS FOR REVENUE VEHICLES**

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

The bidder certifies that all vehicles provided through this grant are produced totally with steel and manufactured products produced in the United States.

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

OR

The bidder certifies that components and sub-components produced in the United States make up more than 60 percent of the total cost of all vehicles provided through this grant program, and that final assembly will take place in the United States. (See Cost Documentation Sheet on the following page.)

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

COMPLIANCE WITH FEDERAL BUY AMERICA REQUIREMENTS

All vehicles included in this bid must meet the requirements of 49 C.F.R. Part 661- Buy America and Part 663 – Federal Motor Vehicle Safety Standards. Bidders are required to submit certifications of compliance, incorporated below, with Federal Buy America Requirements and with Federal Vehicle Safety Standards with their bids in order for their bids to be considered responsive.

Section 165 of the 1991 Surface Transportation Act amends the Buy America provisions of Part 661 49 C.F.R. by requiring that vehicles purchased with Federal Transit Administration funds meet the following criteria.

- 1) All steel and manufactured products used in the manufacture of the vehicle must be produced in the United States.
- 2) The cost of components and sub-components which are produced in the United States is more than 60 percent of the cost of all components and sub-components of the vehicle and final assembly must take place in the United States.

(In determining the origin of components, each component must be treated as either entirely domestic or entirely foreign, based upon the place where the component is manufactured. Components of an unknown origin must be treated as foreign.)

COST DOCUMENTATION
Total Cost per Vehicle = 100%

	Component ⁽¹⁾	Manufacturer	Country of Origin	% of Total Vehicle Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				

⁽¹⁾ A minimum of seven components must be listed. Component costs should not include final assembly costs.

Total Percentage of Vehicle Manufactured in U.S. _____%

Point of final Assembly: _____ and

Major activities to be undertaken at final assembly location:

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

**MUNICIPALITY OF ANCHORAGE
PUBLIC TRANSPORTATION DEPARTMENT**

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION FOR REVENUE VEHICLES

Bidder

PLEASE INSERT YOUR COMPANY'S NAME AND ADDRESS IN THIS BOX

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 C.F.R. Part 23.67, regarding the participation of disadvantaged business enterprises in the procurement of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

CERTIFICATION. I certify, for the bidder named below, that it has complied with the provisions of 49 C.F.R. Part 23.67 and that I am duly authorized by said bidder to make this certification.

Signature of Authorized Representative

Date

Type or Print Name & Title of That Representative

FEDERAL TRANSIT ADMINISTRATION – CONTRACT PROVISIONS

The following contract provisions shall apply, where applicable, to all work performed on the contract by the CONTRACTOR'S own organization and by SUBCONTRACTORS. As provided in this Section, the CONTRACTOR shall insert in each subcontract all of the stipulations contained in these Federal Transit Administration (FTA) – Contract Provisions and further require their inclusion in any lower tier subcontracts or purchase orders that may in turn be made. Incorporation by reference shall not be allowed.

CONTRACT PROVISIONS THAT APPLY TO ALL FTA-ASSISTED THIRD PARTY CONTRACTS AND SUB-AGREEMENTS

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Incorporation of FTA Terms	X	X	X	X	X
No Federal Government Obligations to 3 rd parties by Use of a Disclaimer	X	X	X	X	X
Program Fraud	X	X	X	X	X
Access to Records	X	X	X	X	X
Federal Changes	X	X	X	X	X
Exclusionary or Discriminatory Specifications	X	X	X	X	X
Interest of Members of or Delegates to the United States Congress	X	X	X	X	X
Geographic Restrictions	X	X	X	X	X
Civil Rights Requirements	X	X	X	X	X
Termination Provisions	X	X	X	X	X
Requirements of Disadvantaged Business	X	X	X	X	X
Energy Conservation Requirements	X	X	X	X	X

1. Incorporation of Federal Transit Administration (FTA) Terms

The provisions include, in part, certain Standard Terms and Conditions required by the United State Department of Transportation (USDOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 and revised on April 14, 2009, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Municipality of Anchorage request, which would cause the Municipality of Anchorage to be in violation of the FTA terms and conditions

2. No Government Obligation to Third Parties by Use of a Disclaimer

- (a) The CONTRACTOR agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any CONTRACTOR, SUBCONTRACTOR, and third party CONTRACTOR, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, sub-agreement, or third party contract, the Federal Government continues to have obligations or liabilities to any party, including SUBCONTRACTORS and third party CONTRACTOR.
- (b) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

3. Program Fraud and False or Fraudulent Statements or Related Acts

- (a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 1,

apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

- (b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.
- (c) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

4. Access to Records

Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

e. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

f. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.

g. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

h. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General

or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

5. Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (12) dated October, 2005), between the Municipality of Anchorage and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR'S failure to so comply shall constitute a material breach of this contract.

6. Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 U.S.C. Section 5323 (h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

7. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. Section 22, the CONTRACTOR agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Project or any benefit derived there from.

8. Geographic Restrictions

The CONTRACTOR agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA, such as in the acquisition of management, architectural and engineering services provided a sufficient number of qualified firms are eligible to compete for the third party contract.

9. Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the

enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer”.

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient’s DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C.

§§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:

1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

10. Termination Provisions

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the Municipality of Anchorage including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education, the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the CONTRACTOR. The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- *Termination for Convenience.* The Municipality of Anchorage may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the Municipality's best interest. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to Municipality of Anchorage to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the Municipality of Anchorage, the CONTRACTOR will account for the same, and dispose of it in the manner the Municipality of Anchorage directs.
- *Termination for Default [Breach or Cause].* If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Municipality of Anchorage may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Municipality of Anchorage that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Municipality of Anchorage, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.
- *Opportunity to Cure.* The Municipality of Anchorage in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If CONTRACTOR fails to remedy to Municipality of Anchorage's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by CONTRACTOR or written notice from Municipality of Anchorage setting forth the nature of said breach or default, Municipality of Anchorage shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude Municipality of Anchorage from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.
- *Waiver of Remedies for any Breach.* In the event that Municipality of Anchorage elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by Municipality of Anchorage shall not limit Municipality of Anchorage's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- *Termination for Convenience (Professional or Transit Service Contracts).* The Municipality of Anchorage, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Municipality of Anchorage shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- *Termination for Default (Supplies and Service).* If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the Municipality of Anchorage may terminate this contract for default. The Municipality of Anchorage shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Municipality of Anchorage.

- *Termination for Default (Transportation Services).* If the CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the CONTRACTOR fails to comply with any other provisions of this contract, the Municipality of Anchorage may terminate this contract for default. The Municipality of Anchorage shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of default. The CONTRACTOR will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the CONTRACTOR has possession of Municipality of Anchorage goods, the CONTRACTOR shall, upon direction of the Municipality of Anchorage, protect and preserve the goods until surrendered to the Municipality of Anchorage or its agent. The CONTRACTOR and Municipality of Anchorage shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Municipality of Anchorage.
- *Termination for Default (Construction).* If the CONTRACTOR refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the CONTRACTOR fails to comply with any other provisions of this contract, the Municipality of Anchorage may terminate this contract for default. The Municipality of Anchorage shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, the Municipality of Anchorage may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The CONTRACTOR and its sureties shall be liable for any damage to the Municipality of Anchorage resulting from the CONTRACTOR'S refusal or failure to complete the work within specified time, whether or not the CONTRACTOR'S right to proceed with the work is terminated. This liability includes any increased costs incurred by the Municipality of Anchorage in completing the work.

The CONTRACTOR'S right to proceed shall not be terminated nor the CONTRACTOR charged with damages under this clause if - 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR. Examples of such causes include: acts of God, acts of the Municipality of Anchorage, acts of another CONTRACTOR in the performance of a contract with the Municipality of Anchorage, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. the CONTRACTOR, within [10] days from the beginning of any delay, notifies the Municipality of Anchorage in writing of the causes of delay. If in the judgment of the Municipality of Anchorage, the delay is excusable, the time for completing the work shall be extended. The judgment of the Municipality of Anchorage shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the CONTRACTOR'S right to proceed, it is determined that the CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Municipality of Anchorage.

- *Termination for Convenience or Default (Architect and Engineering).* The Municipality of Anchorage may terminate this contract in whole or in part, for the Municipality of Anchorage's convenience or because of the failure of the CONTRACTOR to fulfill the contract obligations. The Municipality of Anchorage shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Municipality of Anchorage shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the CONTRACTOR to fulfill the contract obligations, the Municipality of Anchorage may complete the work by contract or otherwise and the CONTRACTOR shall be liable for any additional cost incurred by the Municipality of Anchorage.

If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Municipality of Anchorage.

- **Termination for Convenience of Default (Cost-Type Contracts).** The Municipality of Anchorage may terminate this contract, or any portion of it, by serving a notice of termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of the Municipality of Anchorage or for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the Municipality of Anchorage, or property supplied to the CONTRACTOR by the Municipality of Anchorage. If the termination is for default, the Municipality of Anchorage may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the Municipality of Anchorage and the parties shall negotiate the termination settlement to be paid the CONTRACTOR.

If the termination is for the convenience of the Municipality of Anchorage, the CONTRACTOR shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the Municipality of Anchorage determines that the CONTRACTOR has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the CONTRACTOR, the Municipality of Anchorage, after setting up a new work schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

11. Disadvantaged Business Enterprise

Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs.

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

12. Energy Conservation

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 U.S.C. §§ 6321 *et seq.*

CONTRACT PROVISIONS THAT APPLY FOR AWARDS EXCEEDING \$25,000

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Debarment and Suspension Requirement	X	X	X	X	X

13. Government-wide Debarment and Suspension (Nonprocurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," *September 2019*

<https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

CONTRACT PROVISIONS THAT APPLY FOR AWARDS EXCEEDING THE SIMPLIFIED ACQUISITION THRESHOLD (CURRENTLY \$250,000)

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Buy America			X	X	X
Provisions for Resolution of Disputes, Breaches, or other Litigation	X	X	X	X	X

14. Buy America

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

15. Breaches and Disputes

All contracts in excess of \$100,000 shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. The Breaches and Dispute Resolutions requirements flow down to all tiers.

- (a) Disputes - Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the Municipality of Anchorage's Purchasing Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy.
- (b) Performance During Dispute - Unless otherwise directed by Municipality of Anchorage, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Municipality of Anchorage and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Alaska.
- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Municipality of Anchorage, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

CONTRACT PROVISIONS THAT APPLY FOR AWARDS EXCEEDING \$100,000

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Lobbying Requirements	X	X	X	X	X
Bonding Requirements for Non-Construction	X	X	X		X
Warranty of Work			X	X	X
Clean Air Requirement	X	X	X	X	X
Clean Water Requirement	X	X	X	X	X

16. Lobbying Restrictions

Contractors who bid for an award of \$100,000 or more agrees to:

- (a) Refrain from using Federal assistance funds to support lobbying.
- (b) Comply, and assure the compliance of each third party CONTRACTOR at any tier and each SUBCONTRACTOR y tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. § 1352.
- (c) Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

17. Bonding Requirements

The Contractor may be required to obtain performance and payment bonds when necessary to protect the Municipality of Anchorage's interest.

18. Warranty of Work

The CONTRACTOR warrants to the Municipality of Anchorage, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the Municipality of Anchorage, free from faults and defects and in conformance with the Contract Documents. All work

not so conforming to these standards shall be considered defective. If required by the Municipality of Anchorage, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The CONTRACTOR hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the Municipality of Anchorage and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the Municipality of Anchorage.

19. Clean Air Requirement

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. Section §7401 et seq.

- (a) The Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved under Title 23 U.S.C. or the Federal Transit Act" and "Determining Conformity of Federal Actions to State or Federal Implementation Plans. To support the requisite air quality conformity funding for the Project, the Contractor agrees to implement each air quality mitigation and control measure incorporated in the Project. The Contractor agrees that any project Identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.
- (b) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended that may apply to the Municipality of Anchorage. Thus, the Contractor should be aware that the following U.S. EPA regulations, among others, may apply to its Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 CFR Part 86; and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
- (c) The Contractor agrees to report and require each third party subcontractor at any tier to report each violation to the Municipality of Anchorage and understands and agrees that the Municipality of Anchorage will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

20. Clean Water Requirement

- (a) 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. The CONTRACTOR agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (b) The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CONTRACT PROVISION THAT APPLY FOR AN ACQUISITION OF PROPERTY SHIPPED BY OCEAN VESSEL

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Cargo Preference			X	X	X
Fly America	X	X	X	X	X

21. Cargo Preference - Use of United States- Flag Vessels

The CONTRACTOR agrees:

- (a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Municipality of Anchorage (through the CONTRACTOR in the case of a SUBCONTRACTOR'S bill-of-lading); and

- (c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

22. Fly America Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

CONTRACT PROVISION THAT APPLY FOR CONSTRUCTION PROJECTS

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Davis Bacon and Copeland Anti-Kickback Acts >\$2,000				X(>\$2,000)	
Contract Work Hours & Safety Standards Act >\$100,000				X	
Bond Requirements for Construction >\$100,000				X	
Seismic Safety	X (A&E)			X (>\$10,000)	

23. Davis-Bacon Act and Copeland Anti-Kickback Act for construction contracts greater than \$2,000

The Contractor agrees as follows:

Minimum wages

- (1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (2) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (3) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of

Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(a) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- The classification is utilized in the area by the construction industry; and
- The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Withholding

The Municipality of Anchorage 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Municipality of Anchorage may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Payrolls and basic records

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Municipality of Anchorage for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and

may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (a) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
 - (b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Apprentices and trainees

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid

the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal employment opportunity: The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration 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 the contract clauses in 29 CFR 5.5.

Contract termination: debarment: A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Certification of eligibility: By entering into this contract, the contractor certifies that:

- (a) Neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Work Hours and Safety Standards Act: The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

- (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 (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 (1) of this section, in the sum of \$ 10 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 (1) of this section.

- (3) **Withholding for unpaid wages and liquidated damages** - The Municipality of Anchorage 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 (2) of this section.
- (4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.
- (5) **Payrolls and basic records** - Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

Copeland Anti-Kickback Act. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

24. Contract Work Hours and Safety Standards Act

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and each SUBCONTRACTOR at any tier of the Project, with the following employee protection requirements for contract employees

- (a) **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.
- (b) **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States 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 (1) of this section, in the sum of \$10 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 (1) of this section.
- (c) **Withholding for unpaid wages and liquidated damages:** The CONTRACTOR 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 (2) of this section.

- (d) **Subcontracts:** The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in 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 this section.

25. Bonding Requirements for Construction Activities Exceeding \$100,000

The Contractor shall be required to obtain performance and payment bonds as follows:

Performance bonds

- (a) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Municipality of Anchorage determines that a lesser amount would be adequate for the protection of the Municipality of Anchorage.
- (b) The Municipality of Anchorage may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Municipality of Anchorage may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment bonds

- (a) The penal amount of the payment bonds shall equal:
- o Fifty percent of the contract price if the contract price is not more than \$1 million.
 - o Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - o Two and one half million if the contract price is more than \$5 million.
- (b) If the original contract price is \$5 million or less, the Municipality of Anchorage may require additional protection.

26. Seismic Safety

The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract including work performed by a SUBCONTRACTOR is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

CONTRACT PROVISIONS THAT APPLY FOR NON-CONSTRUCTION ACTIVITIES EXCEEDING \$100,000

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Contract Work Hours & Safety Standards Act >\$100,000	X	X	X	See above	X

27. Contract Work Hours and Safety Standards Act

The Contractor agrees to comply with the following employee protection requirements:

- (a) In accordance with Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Section 327 through 332, the Contractor agrees and assures that, for the Project, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 CFR Part 5.
- (b) The requirements of this Subsection do not apply to a third party contract for the purchase of supplies, materials or articles ordinarily available on the open market.

CONTRACT PROVISIONS THAT APPLY FOR TRANSIT OPERATIONAL ACTIVITIES AND SAFETY SENSITIVE FUNCTIONS

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Transit Employee Protection Arrangements		X			
Charter Service Operations		X			
School Bus Operations		X			
Drug Abuse and Testing Requirements and Alcohol Testing Requirements		X			

28. Transit Employee Protective Arrangements.

The CONTRACTOR agrees to the comply with applicable transit employee protective requirements as follows:

- (a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.
- (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The CONTRACTOR also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

29. Charter Bus Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

30. School Bus Requirements

The CONTRACTOR agrees to comply with 69 U.S.C. 5323(f) and 49 CFR Part 605, which provides that recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

31. Drug-Free Workplace and Substance Abuse

The CONTRACTOR agrees to comply with the following Federal substance abuse regulations:

- (a) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 CFR Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 *et seq.*
- (b) Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or the City of Fairfield, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 before February 15 and to submit the Management Information System (MIS) reports before February 15 to Management Analyst II, 2000 Cadenasso Drive, Fairfield, CA 94533. To certify compliance the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

CONTRACT PROVISIONS THAT APPLY FOR TRANSIT REVENUE VEHICLES

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Bus Testing Requirements			X		
Pre-Award and Post-Delivery Audit Requirements			X		
TVM Certifications			X		

32. Bus Testing

The CONTRACTOR OR MANUFACTURER agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- (a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the Municipality of Anchorage which will be prior to the Municipality of Anchorage's final acceptance of the first vehicle.
- (b) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- (c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the Municipality of Anchorage prior to Municipality of Anchorage's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- (d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the Municipality of Anchorage of such a vehicle and the details of that vehicle's configuration and major components.

33 Pre-Award and Post-Delivery Audit Requirements

The CONTRACTOR agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- (a) Buy America Requirements: The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (b) Solicitation Specification Requirements: The CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.
- (c) Federal Motor Vehicle Safety Standards (FMVSS): The CONTRACTOR shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

34. TVM Certifications

The CONTRACTOR, as a condition of being authorized to propose transit revenue vehicles has during the Proposal Submission Period, has submitted the goals provided for in 49 CFR Part 23, Subpart D, Section 23.67 (b) to the FTA Administrator, and, the FTA Administrator has either approved them or not disapproved them. Failure to comply with this provision shall disqualify the CONTRACTOR.

MISCELLANEOUS CONTRACT PROVISIONS THAT MAY APPLY

Clauses	Professional Services and A&E	Operations/ Management	Rolling Stock	Construction	Materials & Supplies
Patent Rights	X				
Recycled Products >\$10,000		X		X	X
Conformance with ITS Architecture and Standards	X	X	X	X	X
Americans with Disabilities Act	A&E	X	X	X	X
Notification of Federal Participation >\$500,000	X	X	X	X	X

35. Patent Rights (Only Experimental, Development or Research Work)

The following requirements apply to each contract involving experimental, developmental, or research work:

- (a) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- (b) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, 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 also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

36. Recycled Products (for awards over \$10,000)

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

37. Conformation with ITS Architecture and Standards

To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with

FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

38. Americans with Disabilities

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

39. Notification of Federal Participation for Contracts (for awards over \$500,000)

To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Municipality of Anchorage agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

Other Federal Requirements:

Full and Open Competition – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall 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 grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive

conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- g. Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- h. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles.

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- i. Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
 - j. Including a "Seat Belt Use" provision in each third party agreement related to the Award.
- b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:
- l. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),
 - m. U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

n. The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The CFDA number for the Federal Transit Administration. Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.