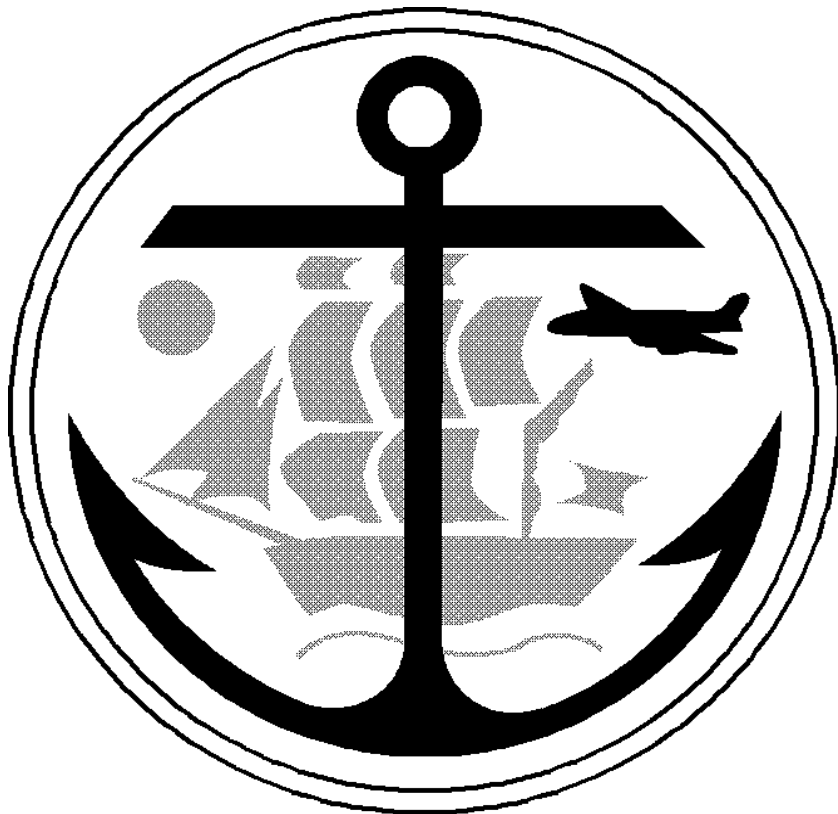


**Municipality of Anchorage
Downtown Anchorage Branch Library**

INVITATION TO BID NO. 2026C022



**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

Downtown Anchorage Branch Library

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MUNICIPALITY OF ANCHORAGE

PURCHASING DEPARTMENT

Invitation to Bid No. 2026C022

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, or through Bid Express, for:

Downtown Anchorage Branch Library

This project is an interior renovation to an existing space of Old City Hall, approximately 2,600 sq. ft. which was occupied by Visit Anchorage. Most of the work is to the interior of the building which will consist of demolishing walls, doors, restrooms, suspended ceiling, lighting and flooring. There is a historic door w/transom and wall that cannot be demolished. Structural improvements will be added to columns adding additional support for the roof and second floor. Moment frame to be installed at the front of building which will add additional structural support. This site is a historic site which means we cannot change the exterior look of the building. There will be some exterior patch work and repairs with painting to match existing. When completed this site will be a new branch of the Anchorage Public Library. This project comes with time restraints and needs to be completed by December 18, 2026.

ESTIMATED CONSTRUCTION COST: **Between: \$1,100,000 - \$1,500,000**

Site Visit: **10 AM Local Time, May 27, 2026**
Site Visit Address 524 W. 4th Ave. Anchorage, Alaska 99501
Site Visit Instructions Meet at west end of Old City Hall.

Pre-Bid Conference: **N/A**

Questions Due: **12 PM Local Time, June 3, 2026**

Bid Opening: **2 PM Local Time, June 18, 2026**

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. FAXED OR 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.

Questions and requests for interpretation or clarification of the bidding Documents shall be made in writing to the Purchasing Office (wwwpur@muni.org). Please reference the Invitation to Bid Number & Project Title. Do not contact the specified department directly.

Bid documents are available electronically at the MOA Purchasing Department's web page at [Purchasing](#) and at [BidExpress](#). Addenda will be posted within the solicitation at BidExpress and on the web page.

Electronic bids **will be not be** accepted through Bid Express at this time. The only method for submission is paper bids. Bids will be submitted in a sealed envelope addressed to the MOA Purchasing Department, 632 W. 6th Avenue, Suite 520, Anchorage, AK 99501 and will include the following, clearly and legibly written/typed on the outside of the envelope:

- a. Bidder's Name (as indicated on Business License), Address, City, State, and Zip Code
- b. Invitation to Bid #, Invitation to Bid Title and Buyer's Name.

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 for addenda posted on BidExpress or the Municipality bidding web site.

At the above indicated time, the bids will be opened publicly and read. Bids shall be submitted to the Municipal Purchasing Department in a sealed envelope prior to the time of opening specified in the Invitation to Bid for opening of the bids to be considered. Late Bids shall not be considered. Time of receipt will be as determined by the time stamp in the Purchasing Office.

The Municipality reserves the right to reject any and all Bids, and to waive any informalities and irregularities in Bidding.

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.

Unless otherwise stated in the Bidding Documents, the Contract, if awarded, shall be awarded to the responsible Bidder who submits the lowest responsive Bid.

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"

Municipality of Anchorage
ITB: 2026C022

PUBLISH ONE TIME

Date: May 20, 2026

Buyer Assigned to this Project:
Jared Brunelle



Jared Brunelle
Senior Buyer

BIDDER'S CHECKLIST

INSTRUCTION TO BIDDER

I. GENERAL:

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

II. REQUIRED DOCUMENTS FOR BID

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

- Bid Proposal consisting of three (3) pages numbered BP-1 of 3 through BP-3 of 3. Bid Proposal Page **BP-2 of 3** must be manually signed.
- Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.
- Bid Bond, certified check, cashier's check, OR money order shall be submitted with the bid in the amount indicated.
- All Addenda issued shall be acknowledged in the space provided on the Bid Proposal sheet or by manually signing the Addenda sheet and submitting it prior to the bid opening in accordance with Anchorage Municipal Code 7.20.020C.
- Attachment D1 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS shall be signed and submitted with the bid.
- Attachment D2 Certification Regarding Lobbying shall be signed and submitted with the bid.

BIDDER'S CHECKLIST
INSTRUCTION TO BIDDER

(CONTINUED)

II. 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 may 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.**

X A copy or the license number of your valid State of Alaska Business License.

X A copy or the license number of your State of Alaska Contractor License.

X A copy or the license number of your Municipality of Anchorage Contractor License.

X A copy of your SAM report (or verification it's ordered) from SAM.gov.

**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 _____, 2026
PURCHASING DEPARTMENT
632 W. 6TH AVENUE, SUITE 520
ANCHORAGE, ALASKA 99501

SUBJECT: Invitation to Bid No. 2026C022

PROJECT TITLE: Downtown Anchorage Branch Library

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, pages **BP- 1 of 3 through BP- 3 of 3** 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.

Is this project Federally Funded?

Yes

No

Company Name

BID PROPOSAL
(CERTIFICATION)
Continued

SUBJECT: Invitation to Bid No. 2026C022

PROJECT TITLE: Downtown Anchorage Branch Library

Date

Alaska Contractor's License Number

Company Name (Printed)

Employer's Tax Identification Number

Authorized Representative Signature

Printed Name & Title

Company **Mailing** Address

Company Phone Number

City, State, Zip Code

Company Fax Number

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

Company Email Address

City, State, Zip Code

MOA Downtown Anchorage Branch Library Basic Bid

ITEM NO.	SPEC. NO.	WORK DESCRIPTION (UNIT PRICE IN WORDS)	QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
1	NA	Base Bid	1		

Basic Bid Total: _____

MOA Downtown Anchorage Branch Library Additive Alternate 1

ITEM NO.	SPEC. NO.	WORK DESCRIPTION (UNIT PRICE IN WORDS)	QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
1	NA	Replace the boiler and associated components in Old City Hall basement.	1		

Additive Alternate 1 Bid Total: _____

MOA Downtown Anchorage Branch Library Additive Alternate 2

ITEM NO.	SPEC. NO.	WORK DESCRIPTION (UNIT PRICE IN WORDS)	QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
1	NA	FFE for Downtown library.	1		

Additive Alternate 2 Bid Total: _____

Base Bid plus Additive Alternate 1 Bid Total: _____

Base Bid plus Additive Alternate 2 Bid Total: _____

Base Bid plus Additive Alternate 1 & 2 Combined Bid Total: _____

Contractor _____

Date _____

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, 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 of which sum, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly
by the presents.

WHEREAS, the said Principle 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 to 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

BY: _____
(Attorney-In-Fact)

(AFFIX SURETY SEAL)

CONTRACT

Invitation to Bid No. **2026C**_____

Contract No. **C-2026**_____

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 2026C**_____.
- III. The Contract Performance and Payment Bond _____.
- IV. The Contractor's Certificate of Insurance Dated _____.
- V. Municipality of Anchorage Standard Specifications dated 2024 (MASS) Incorporated by Reference, **as contained in ITB 2026C**_____.
- VI. Specifications consisting of the following:
Supplemental Provisions Section _____ consisting of _____ pages, with attachments Exhibit A through F, **as contained in ITB 2026C**_____.
- VII. Equal Opportunity Special Provisions and Forms Section _____ consisting of _____ pages, **as contained in ITB 2026C**_____.
- VIII. Disadvantaged/Women-Owned Business Enterprise (DBE/WBE) Specification Section _____ consisting of _____ pages, **as contained in ITB 2026C**_____.
- IX. The Laborers' and Mechanics' Minimum Rates of Pay dated April 1, 2026 Section _____ consisting of _____ pages, **as contained in ITB 2026C**_____.
- X. Submittal List Section _____ consisting of _____ page, **as contained in ITB 2026C**_____.
- XI. The Drawings consisting of _____ sheets numbered _____, **as contained in ITB 2026C**_____.

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

MUNICIPALITY OF ANCHORAGE, ALASKA

VENDOR _____

BY _____
Signature

BY _____
Signature

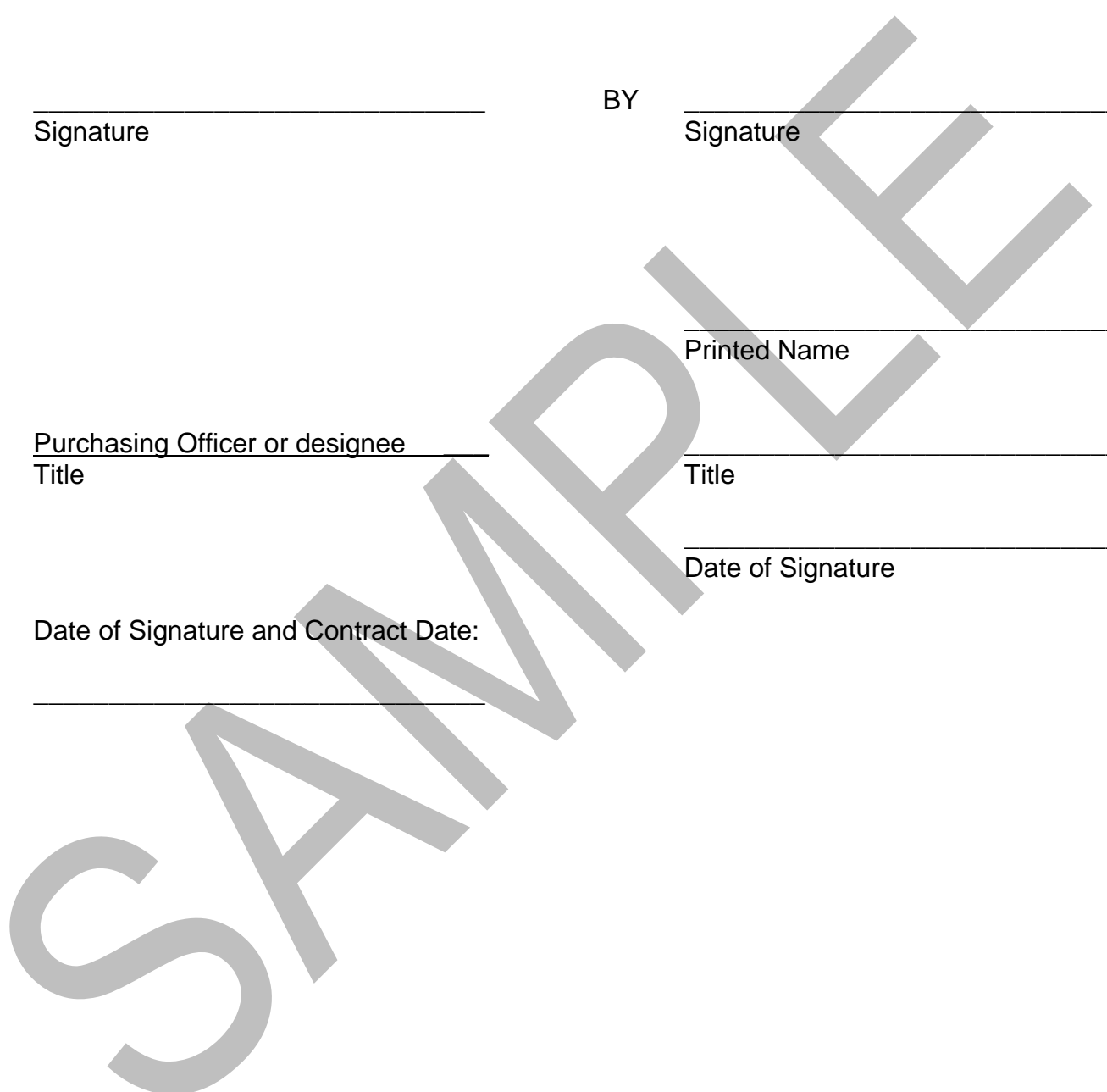
Purchasing Officer or designee
Title

Printed Name

Title

Date of Signature

Date of Signature and Contract Date:



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

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

SAMPLE

CONTRACT PERFORMANCE AND PAYMENT BOND

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

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

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

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

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

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

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

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

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

WITNESS AS TO PRINCIPAL:

(AFFIX CORPORATE SEAL)

(AFFIX SURETY SEAL)

Principal Name

Principal Signature

Corporate Surety

Surety Business Address

BY:

(Attorney-In-Fact)

INSURANCE

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

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

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

WORKERS COMPENSATION: The Contractor shall purchase and maintain during the life of this contract, workers compensation insurance for all employees who will work on this project and, if any work is sublet, the Contractor shall require the subcontractor similarly to provide such insurance. Employers' Liability with a minimum limit of \$500,000 shall be maintained and Workers Compensation with minimum limits as required by Alaska State Workers Compensation Statutes. The policy shall contain a waiver of subrogation against the Municipality.

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

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

<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, No, Ext):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-							\$
	DED							\$
	RETENTIONS							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$
	<input type="checkbox"/> Y / N						E.L. DISEASE - EA	\$
	<input type="checkbox"/> N / A						E.L. DISEASE - POLICY LIMIT	\$
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

**CERTIFICATE OF COMPLIANCE
DOWNTOWN ANCHORAGE BRANCH LIBRARY**

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

- A. Not less than the prevailing rates of wages as ascertained by the governing body of the contracting agency has been paid to laborers, workmen, and mechanics employed on this work:
- B. There have been no unauthorized substitutions of subcontractors' nor have any subcontractors been entered into without the names of the subcontractors have been submitted to engineer prior to the start of such subcontracted work;
- C. No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the engineer together with the names of all subcontractors;
- D. All claims for material and labor and other service performed in connection with these specifications have been paid.
- E. All monies due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Tax Commission, hospital associations and/or others have been paid.

(Date)

(Contractor)

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____ 20____

STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

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

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

Notary Public in and for Alaska
My commission expires: _____

**MUNICIPALITY OF ANCHORAGE
STANDARD SPECIFICATIONS-BUILDINGS**

**(MASSB)
GENERAL CONDITIONS
SECTION 00 72 13
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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

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

Minimum Limits

Statutory

Commercial General Liability

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

Minimum Limits

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

Commercial Automobile Liability

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

Minimum Limits

\$1,000,000 Combined
Limit per Occurrence

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

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

Downtown Anchorage Branch Library

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 forty-five (45) days of Bid opening when the Bid amount exceeds \$500,000.

Article 3.6 Execution of Contract

Paragraph four (4) Modify the following:

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

Article 3.7 Contractor's Warranty

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

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

SECTION 00 72 13.05 CONTROL OF WORK

Article 5.7 Submittal List

Remove this Article completely.

Article 5.23 Time for Completion of Work

Add the following at the end of paragraph one:

All work must be completed no later than December 18, 2026.

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 **C26-1238**. 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 contractor's responsibility. 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 with the Certificate of Occupancy with the final invoice for the project.

Special Inspections:

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

Article 6.9 Insurance

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

EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS CONTRACT COMPLIANCE SPECIFICATIONS

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

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

Laborers' & Mechanic' 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://labor.state.ak.us/lss/pamp600.htm>.

The Municipality of Anchorage will include a paper copy of the wage rates in the signed Contract.

FEDERAL PROVISIONS

1. DEFINITIONS

- A. Government, Federal Government, Federal, or The United States** means the United States of America and any executive department or agency thereof.
- B. Agency or "the Agency"** means the Federal Agency or agencies providing federal assistance.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Agency.
- D. "MOA"** means Municipality of Anchorage.
- E. Contractor or Prime Contractor** means contractor or vendor being awarded the contract by MOA. This definition is inclusive of any and all Contracts awarded by MOA, whether they be Construction Service, Non-Professional Service, Professional Service, Materials, or other.
- F. Subcontractor** means any entity providing services or materials for the Prime Contractor on this Contract.

2. FEDERAL CHANGES

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and Agency Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR Part 200, specifically 200.317 through 200.327 and more fully set forth in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. ARPA SECTION 604 COMPLIANCE-CORONAVIRUS CAPITAL PROJECTS FUND

A. Project Funding Source

This contract is funded with federal appropriation made available through the Coronavirus Capital Projects Fund (CCP), established under Section 604 of the American Rescue Plan Act of 2021 (ARPA), Public Law 117-2 (March 11, 2021). The funding source is the U.S. Department of the Treasury.

4. ACCESS TO RECORDS

- A.** The Contractor and all subcontractors agree to provide the MOA, the Agency, the Inspectors General, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of any type of the Contractor which are directly pertinent to this Agreement for the purposes of making

audits, examinations, excerpts, transcriptions, or for any other official use.

- B.** The Contractor and all subcontractors agree to provide reasonable access to its personnel for the purpose of interview and discussion related to documents and/or records as described in 3.A or related to the Federal award, in general.
- C.** The Contractor and all subcontractors agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D.** The Contractor and all subcontractors agree to maintain all books, records, accounts, and reports required under this Agreement in accordance with 2 CFR, Part 200, 200.334. The Contractor and all subcontractors must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the Contractor and all subcontractors must retain records for three years from the date of submission of their quarterly or annual financial report, respectively.

*In the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor and all subcontractors agree to maintain all Federal award records until the MOA, the Agency, the Comptroller General, or any Federal duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

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

5. DEBARMENT AND SUSPENSION

- A.** This contract is a covered transaction (defined at 2 CFR 180.220) for purposes of 2 C.F.R. pt. 180. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension" or that it is listed on the governmentwide exclusions in the System for Award Management (SAM) in accordance with the guidelines at 2 CFR 180. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 (3 CFR part 1986 Comp., p. 189) or 12689 (3 CFR part 1989 Comp., p. 235) or that is listed under any such exclusions on the governmentwide System for Award Management (SAM).
- C.** The Contractor must comply with 2 C.F.R. pt. 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment D1, Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment D1, Contractor is the “prospective lower tier participant.”

- D. The Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E. This certification is a material representation of fact relied upon by MOA. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C, in addition to remedies available, the MOA, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

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

7. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

(Applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR Part 60. 41 CFR 60-1.4(b) is hereby incorporated by reference. (See complete clause - Appendix A.)

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

8. ANTI-KICKBACK ACT COMPLIANCE

(applicable to all contracts and subgrants for construction or repair, 44 CFR)

Contractor agrees to comply with the Copeland “Anti-Kickback” Act (40 U.S.C 3145) as supplemented in Department of Labor regulations (29 CFR Part 3) “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”.

- A. The Contractor and all subcontractors agree to refrain from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to the Federal Agency.
- B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

9. DAVIS-BACON ACT COMPLIANCE

(Applicable to construction contracts in excess of \$2,000 awarded when required by Federal program legislation)

Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141--3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, regarding prevailing wages. All labor on this project shall be paid not less than the greater of the prevailing minimum wage.
- B. All wages on this project shall be paid at a rate not less than the greater of the prevailing minimum wage as established by the U.S. Secretary of Labor (Federal Wage Rates). Current federal wage rate determinations can be found on the System for Award Management website at <https://sam.gov>.
- C. Contractor must pay wages not less than once a week.
- D. See Also, Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS

(Applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Work hours:**
Contractor must compute the wages of hours worked on the basis of a standard work week of 40 hours.

- C. Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement 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.
- D. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph C, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for their 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 employed in violation of the provisions and as required by prevailing Federal Regulation or Statute.
- E. Withholding for unpaid wages and liquidated damages:** The MOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided by prevailing Federal Regulation or Statute.
- F. Work Conditions (applicable to Construction work):** Contractor agrees to comply with the requirements of 40 U.S.C. 3704, which provides that no laborer or mechanic must be required to work in surroundings or work conditions which are unsanitary, hazardous or dangerous.
- G. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through F of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through F of this section.

11. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A.** Contractor agrees to comply with the requirements set forth in 2 CFR, Part 200, 200.315 Intangible Property, including regulations as set forth in 37 CFR part 401, as applicable.
- B.** Contractor agrees that the Agency shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

 - 1.** The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2.** Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- C.** The Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency.

It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

12. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(applicable to contracts in which the Contractor wishes to enter into a Contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, research, or development projects financed by the Agency (as defined under 37 CFR, Part 401.2(a))

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

13. CLEAN AIR AND WATER REQUIREMENTS

(Applicable to all contracts and subcontracts in excess \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the Agency and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to the MOA in addition to reporting to the Agency and the EPA Regional Office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the Agency.

14. TERMINATION FOR CONVENIENCE OF MOA

The MOA or the Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the MOA's or the Agency'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 the MOA to be paid the Contractor. If the Contractor has any property in its possession belonging to MOA, the Contractor will account for the same and dispose of it in the manner MOA directs.

15. TERMINATION FOR DEFAULT

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, MOA or the Agency 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 be paid only 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 MOA or the Agency 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 MOA or the Agency, 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.

**16. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)
(Applicable to all bids exceeding \$100,000)**

- A.** Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or any other award type, including the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, cooperative agreement or any other award type covered by 31 U.S.C. 1352.
- B.** Contractor agrees to the provisions of attachment D2, Certification regarding lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- C.** Contractor agrees to include paragraphs A and B above in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

17. ENVIRONMENTAL REVIEW AND NEPA COMPLIANCE

A. National Environmental Policy Act Applicability

This project is subject to the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 et seq., and implementing regulations at 40 CFR Parts 1500-1508.

The Municipality of Anchorage, as the federal fund recipient, has prepared or is preparing an Environmental Assessment (EA) in compliance with NEPA requirements.

18. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

- A.** Contractor shall comply and shall assure compliance for all of its subcontractors with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1967, as amended, 42 U.S.C 6962. The

requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- B.** The Contractor and all subcontractors should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

19. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (2 CFR 200.216)

- A.** Contractors and subcontractors awarded funds through this Contract are prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain covered telecommunications equipment or services;
 - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B.** As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment;
 - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- C.** For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of

any system.

- D. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- E. When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also § 2 CFR, 200.471.

20. DOMESTIC PREFERENCE FOR PROCUREMENT

The Contractor shall, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as required by 2 CFR 200.322, and, as applicable, in 2 CFR Part 184 Buy America Preferences for Infrastructure Projects. The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

- A. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- C. Contractor agrees to include this clause in each third-party subcontract financed in whole or in part with Federal assistance provided by the Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- D. Also See, OMB Memo M-22-11.

21. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

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

terms and conditions.

Appendix A

Equal Employment Opportunity Clause: 41 CFR 60-1.4(b)

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule,

regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

(2) [Reserved]

Attachment D1

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

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

As required by Executive Order 12549, Debarment and Suspension, MOA may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible.

Instruction for Certification

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

Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment..

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

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

Contractor Signature

Date

Attachment D2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. 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.

Contractor Signature

Date