

Demolition – Big Timber Motel

INVITATION TO BID NO. 2026C029



**Municipality of Anchorage
Development Services Department
PO Box 196650
Anchorage, AK 99519**

MUNICIPALITY OF ANCHORAGE
DEVELOPMENT SERVICES
DEMOLITIONS
Big Timber Motel – 446 Unga Street

TABLE OF CONTENTS

Section

1. Cover Page
2. Table of Contents
3. Invitation to Bid
4. Bidder's Checklist and Responsible Bidder Questionnaire
5. Bid Proposal
6. General Provisions
7. Special Provisions
8. Municipality of Anchorage Standard Specifications Demolition (MASS-D), General Conditions
9. Certificate of Compliance, Attachment A
10. Bid Bond
11. Sample Contract
12. Contract Performance and Payment Bond
13. Certificate of Insurance, Attachment B
14. Equal Opportunity Special Provision
15. State of Alaska Laborers & Mechanics Minimum Rates of Pay Statement
16. Site Pictures

MUNICIPALITY OF ANCHORAGE

PURCHASING DEPARTMENT

Invitation to Bid No. 2026C029

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:

Demolition- Big Timber Motel 446 Unga Street, Anchorage, Alaska

The work presented in the Bid Proposal for this contract consists of a complete demolition and removal of all structures and removal of any temporary structures or shipping containers. No structures to remain. Utilities serving this property shall be disconnected and removed as detailed below. Existing paved surfaces shall remain in place.

Note 1: Sewer lines to be terminated at property line.

Note 2: Water line to be terminated at the key box.

Note 3: All other utilities to be coordinated with providers.

Note 4: Total Square Footage: Approximately 14,300

Note 5: After removal of foundation, the excavation shall be backfilled to be level with existing grade.

Note 6: No known hazardous material, however, the presence of asbestos is possible.

Note 7: Demo must be completed within 14 calendar days of contract award

Note 8: This building consists of multiple, attached structures. All structures are to be demolished and removed to disposal site in accordance with Article 4.5 Disposal Sites.

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

Site Visit: 9 AM Local Time, June 4, 2026

*****Site Visit is Mandatory*****

Instructions: sign in to Site Visit Attendance sheet.

Address: 446 Unga Street, Anchorage, AK 99501

Pre-Bid Conference: N/A

Questions Due: 12 PM Local Time, June 8, 2026

Bid Opening: 4 PM Local Time, June 16, 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 (wwpur@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/MASS D or as per special provisions.

Municipality of Anchorage
ITB: 2026C029

THE MUNICIPALITY OF ANCHORAGE IS AN “EQUAL OPPORTUNITY EMPLOYER”

PUBLISH ONE TIME

Date: June 1, 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 two (2) pages numbered BP-1 of 2 through BP-2 of 2. Bid Proposal Page **BP-2 of 2** must be manually signed.
- Erasures or other changes made to the Bid Proposal Sheet must be initialed by the person signing the bid.
- Bid Bond, certified check, cashier's check, 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.

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.

- 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.**

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

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

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

- 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. 2026C029

PROJECT TITLE: Demolition – Big Timber Motel

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

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

BASIC BID; LUMP SUM: \$ _____

The bidder acknowledges receipt of the following addenda:

Addenda No. _____ Addenda No. _____
Addenda No. _____ Addenda No. _____
Addenda No. _____ Addenda No. _____

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

Type of Business Organization

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

Is this project Federally Funded?

Yes
No

Company Name

BID PROPOSAL
(CERTIFICATION)
Continued

SUBJECT: Invitation to Bid No. 2026C029

PROJECT TITLE: Demolition – Big Timber Motel

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

GENERAL PROVISIONS

The attached provisions, as modified by any addendum hereto, will become a part of any Purchase Order resulting from this Invitation to Bid. The Vendor, through their acceptance of this order agrees thereto:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior consent of the Purchasing Director.
2. It is agreed that the waiver or acceptance of any breach of any of the terms of this order will not operate to relieve the contractor of the responsibility herein under for any prior to subsequent breach.
3. All specifications and plans referred to in this order will form a part of the contract.
4. The MOA is exempt from Federal Excise and Transportation Taxes. Exemption certificates will be furnished upon request.
5. Upon opening bids, apparent results will be posted within the solicitation at BidExpress.
6. ANTI-DISCRIMINATION: During the performance of this Contract the Contractor agrees as follows:
 - (A) 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 mental or physical handicap. The Contractor will take affirmative action to ensure that employees are treated during employment without regard to the characteristics listed above. Such action will include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor 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.
 - (B) The Contractor will state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, or gender identity, marital status, or physical or mental handicap.
 - (C) 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 labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (D) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Municipality, or any one the Municipality designates for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(F) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

In accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) By submitting a bid, the Contractor certifies they are an equal opportunity employer and 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 Contractor 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.

(H) The Contractor will include the provisions of paragraph 18 (A) through (G) in every subcontract or purchase order unless exempted by rules and regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Municipality may direct as a means of enforcing said provisions, including sanctions for noncompliance.

SPECIAL PROVISIONS

1. Any bid not meeting the requirements of this Invitation to Bid may be considered non-responsive.
2. The MOA will not be responsible for any bid preparation costs; including but not limited to costs associated with attending the pre-bid conference.
3. The MOA assumes no responsibility for any interpretations or representations made by any of its officers or agents unless such interpretations or representations are made by Addendum to this Solicitation.
4. **Electronic bids will be accepted through BidExpress.com, and is the preferred method for submission. Paper 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**
5. At the time indicated in the Bid Proposal, bids will be opened publicly and read aloud. Bids received after the scheduled bid opening date and time or bids not containing the Purchasing Office time and date stamp will not be considered and will be held unopened by the Purchasing Department.

6. **NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**
7. A bidder may withdraw, modify, or correct their bid after it has been submitted to the Purchasing Department. Requests for withdrawal, modification, or correction will be in writing and received by an agent of the MOA Purchasing Department. Requests for withdrawal, modification, or correction must be received **before** the time set for bid opening. Modified or corrected bids will be signed by an authorized bidder representative. Modifications to Bids shall be sent to wwpur@muni.org. Modified or corrected bids must be received prior to the date and time set for bid opening. No bidder will be permitted to withdraw an offer after the time set for bids to be opened. Changes to electronic bids will be made through BidExpress.
8. Alternate bids are not encouraged unless specifically requested. However, if an alternate bid is submitted, the MOA will have sole discretion in either accepting or rejecting each alternate offered.
9. The Office of the Purchasing Director is located at 632 W. 6th Avenue, Suite 520, Anchorage, Alaska 99501, and is open for business from 8:00am to 5:00pm, Monday – Friday, Excluding MOA Holidays. Acceptance of special delivery mail is not available Saturday or Sunday.
10. If more than one bid is offered by any one party for the same product, by or in the name of his clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a bid directly for the work.
11. The MOA may reject any unbalanced bid if it is in the best interest of the MOA. A bid is considered unbalanced, when in the opinion of the Purchasing Director, the bid allocates a disproportionate share of costs to one or more bid items and reduces the costs of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the MOA.
12. **In order to bid on this Invitation to Bid, Bidders must attend the Site Visit. Bidders must sign in at Site Visit.**
13. **The insurance requirements in Invitation to Bid, Section 13 - Certificate of Insurance, Attachment B, supersede the insurance requirements in General Conditions, Section 6.8 Insurance.**
14. **Article 5.17 Time for Completion of Work**
Add the following to the end of paragraph one:
All work Shall be completed no later than July 3, 2026.

**MUNICIPALITY OF ANCHORAGE
STANDARD SPECIFICATIONS
DEMOLITION**

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

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

SECTION 00 72 13.05 CONTROL OF WORK.....	20
Article 5.1 Authority of the Owner’s Representative	20
Article 5.2 Prosecution of the Work.....	20
Article 5.3 Unusual Working Hours, Holidays, Saturdays, and Sundays...20	20
Article 5.4 Contractor's Authorized Representatives and Employees	20
Article 5.5 Subcontracting.....	21
Article 5.6 Right of the Municipality to Do Work.....	21
Article 5.7 Safeguarding of Excavations	21
Article 5.8 Use of Explosives	22
Article 5.9 Duties of Inspectors	22
Article 5.10 Inspection	22
Article 5.11 Work Limits, Easements, and Rights-of-Way.....	23
Article 5.12 Responsibility for Damages	23
Article 5.13 Repair of Damages Caused by Contractor	23
Article 5.14 Unauthorized and Defective Work.....	24
Article 5.15 Changes in the Work	24
Article 5.16 Claims for Additional Compensation.....	25
Article 5.17 Time for Completion of work... ..	26
Article 5.18 Delays and Extension of time.....	26
Article 5.19 Final Trimming of Work... ..	27
Article 5.20 Suspension of Work... ..	27
Article 5.21 Final Inspection.....	28
Article 5.22 Liquidated Damages... ..	28
Article 5.23 Termination of Contract by Owner... ..	29
Article 5.24 Termination of Work for Owner’s Convenience.....	29
Article 5.25 Preconstruction Conference.....	30

SECTION 00 72 13.06 LEGAL RELATIONS AND RESPONSIBILITIES...31

Article 6.1 Laws to Be Observed	31
Article 6.2 Notice to Contractors.....	31
Article 6.3 Notice by Contractors	31
Article 6.4 Successors and Assigns	31
Article 6.5 Assignments	31
Article 6.6 Permits	32
Article 6.7 Safety.....	32
Article 6.8 Insurance.....	33
Article 6.9 Indemnification	35
Article 6.10 Claims by Workers, Suppliers, and Subcontractors	35
Article 6.11 Certified Payroll.....	35
Article 6.12 Lawsuits	35
Article 6.13 Preference to Local Labor	36
Article 6.14 State of Alaska Prevailing Wage Scale	36
Article 6.15 Nondiscrimination	36
Article 6.16 Rights and Remedies	37
Article 6.17 Payment of Taxes	37

SECTION 00 72 13.07 MEASUREMENT AND PAYMENT37

Article 7.1 Payment to Contractor37

Article 7.2 Scope of Payment..... 37

Article 7.3 Payment of Claimants38

Article 7.4 Final Payment.....38

Article 7.5 Correction of Work After Final Payment.....39

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.

SECTION 00 72 13.03 AWARD AND EXECUTION OF CONTRACT

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 emailed modifications of bids already submitted in writing if the emailed modifications are received prior to the time of bid opening fixed in the Invitation to Bid. Emailed 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 5.23 – 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 B o n d s , Insurance and OEO and D/WBE Forms

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 6.8.

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 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.

Article 3.7 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.

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.

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 Disposal Sites

The Contractor shall make his own arrangements and assume all costs in connection with disposal of demolition materials. The Contractor shall dispose of demolition materials 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.

Article 4.6 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.

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

Article 4.7 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 4.8 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 4.9 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.

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 4.10 Utilities

The Contractor is responsible for ensuring all utilities are located and disconnected in accordance with the utility providers' specific design and construction requirements at least forty-eight (48) hours prior to demolition. Any damage to existing utilities shall be the liability of the contractor.

Within five (5) working days after the project is complete, the Contractor shall provide the Owner's Representative or his designee a Plot Plan of the parcel showing the structure(s) demolished and locations where utilities were terminated.

Article 4.11 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 4.12 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. 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.

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. They 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 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 5.4 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 5.5 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 5.6 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 5.7 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 5.8 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 5.9 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 5.10 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 5.11 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 5.12 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 5.13 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.

Article 5.14 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 5.23 – Termination of Contract by Owner.

Article 5.15 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 methods described below.

- 1) Lump sum prices.
- 2) 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 5.15 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) Lump Sum Changes: When extra work is ordered by the Owner's Representative to be performed on 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.

2) 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 5.16 - 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 5.16 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 5.17 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 5.3 – 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 5.23 - Termination of Contract by Owner.

Article 5.18 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 5.16 - 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 5.19 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

Article 5.20 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 5.23 – 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.

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 5.21 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 5.22 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 5.23 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 5.20 – 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 5.24 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 any claim for costs not covered above or elsewhere in these specifications.

Article 5.25 Preconstruction Conference

As directed by the Owner or their Representative, after delivery of the executed agreement, but before the Contractor begins the Work at the site, a Preconstruction Conference will be held to review the contractor's schedules and plans, 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, as applicable, will be present at the meeting. Construction Progress Meetings will be conducted as directed by the Owner or their Representative. At a minimum, the Owner, 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

The Contractor is responsible for applying for and receiving a demolition permit. The Municipality will issue the Contractor a demo permit at no cost to the Contractor.

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.

Article 6.7 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 6.8 Insurance

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

The Contractor shall provide the following types of insurance:

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

Commercial General Liability

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

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 6.9 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 6.10 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.

Article 6.11 Certified Payroll

If Applicable, 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 6.12 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 6.13 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 6.14 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 6.15 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 6.16 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 6.17 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.

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 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 7.4 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 7.3 - Payment of Claimants.

Article 7.5 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.

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:

(AFFIX CORPORATE SEAL)

Contractor Name

Contractor Signature

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

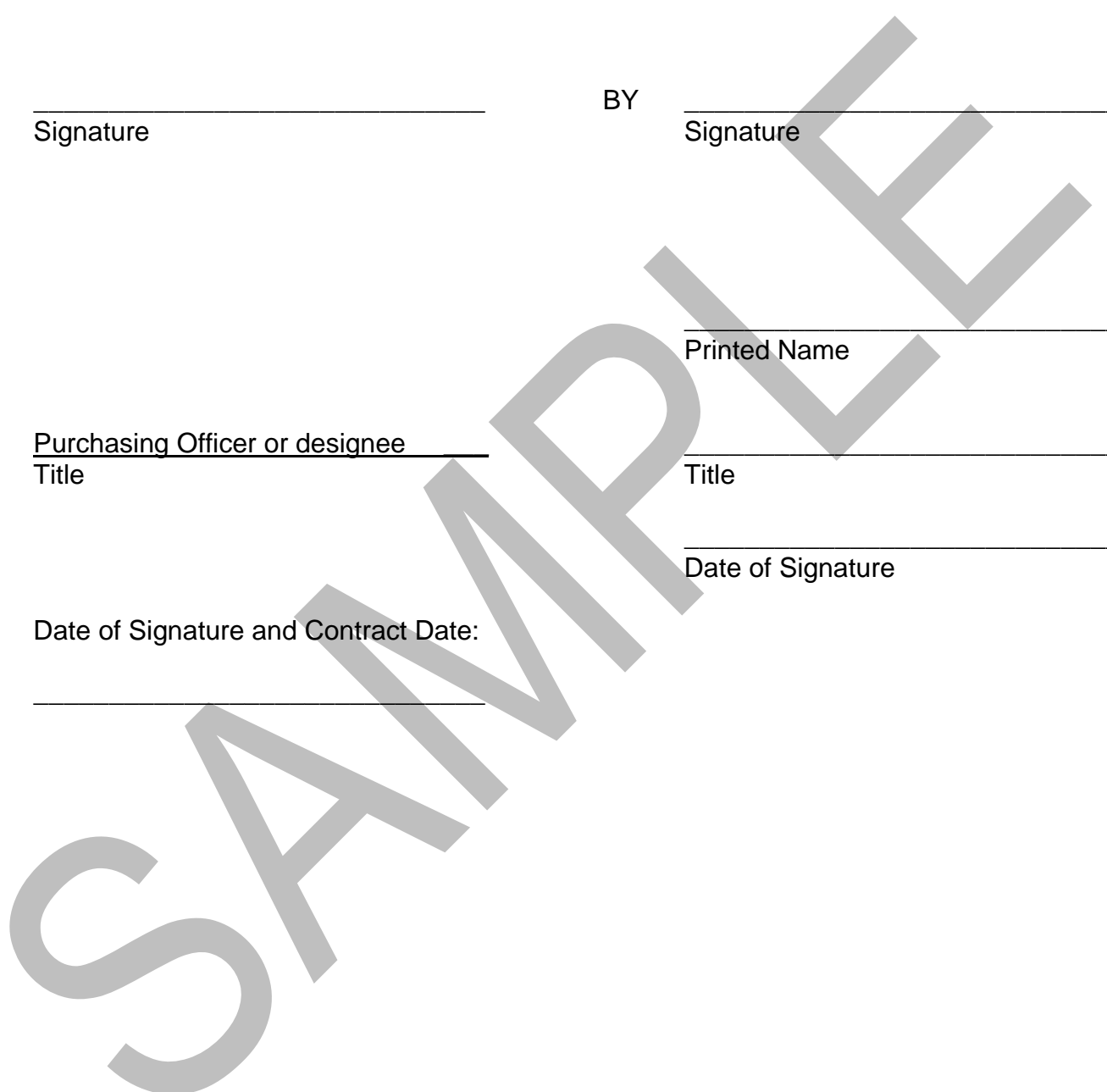
Printed Name

Purchasing Officer or designee
Title

Title

Date of Signature

Date of Signature and Contract Date:



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

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

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)



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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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)

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.

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.

