

# Policy and Procedure Manual

**Facilities Planning and Construction (FP&C)**  
University of Alaska Anchorage (UAA)

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# Introduction

# 1 Introduction

## 1.1 Purpose

This document, including its attachments, is the University of Alaska Anchorage (UAA) Facilities Planning and Construction (FP&C) Policies and Procedures Manual (PPM). It provides guidance regarding the execution of capital projects system-wide. It covers the entire project lifecycle, from identification of a project need through operational handoff. It aligns roles, responsibilities, activities, and systems across FP&C, Facilities Maintenance and Operations (FMO), Procurement, and other key stakeholders.

The PPM seeks to facilitate a consistent process with limited, and known, variability based on the specific nature of the projects being executed. Through these consistent process, the value for UAA will be maximized while minimizing the significant risks associated with major capital projects.

## 1.2 Use of Templates & Checklists

Much of the guidance in the PPM will be found in the attached templates and checklists which are listed in the Appendix List. They are not a requirement of these policies and procedures, however they serve as optional tools for FP&C personnel and facilitate consistent and efficient documentation throughout the project lifecycle.

## 1.3 Update and Continuous Improvement

The PPM is a living document, any recommendations for changes or updates should be submitted through the Director. FP&C reviews the manual at least on an annual basis to make any updates needed and incorporate appropriate requested changes and lessons learned. New versions require the initial approval of the FP&C Director and final approval of the Associate Vice Chancellor (AVC) of Facilities and Campus Services (F&CS). Changes are communicated to impacted stakeholders at least when a new version is released. A PPM Revisions Tracking Form (Appendix 1.3) is provided to track all changes to the PPM.

## 1.4 Exceptions

Exceptions to this PPM are expected. Project-specific exceptions require the written approval of the FP&C Director. Exceptions relevant to the Board of Regents (BOR or Board) require approval of the BOR, in accordance with their policies. Ongoing exceptions require the approval of the AVC of F&CS, but the PPM should ultimately be updated to reflect these ongoing process changes at least annually.

# Roles and Responsibilities

# 2 Organizational

The University of Alaska System has six (6) Statewide Offices as displayed in Organizational Chart 2<sup>1</sup>:

- Office of the President
- Office of Academic Affairs and Research
- Office of Strategy, Planning and Budget
- Office of Finance and Administration
- Office of Human Resources
- Office of Information Technology

Each Statewide Office has multiple Statewide departments that are then subcategorized into the three (3) University of Alaska campuses acknowledged as the Major University Unit (MAU):

- University of Alaska Anchorage (UAA)
- University of Alaska Fairbanks (UAF)
- University of Alaska Southeast (UAS)

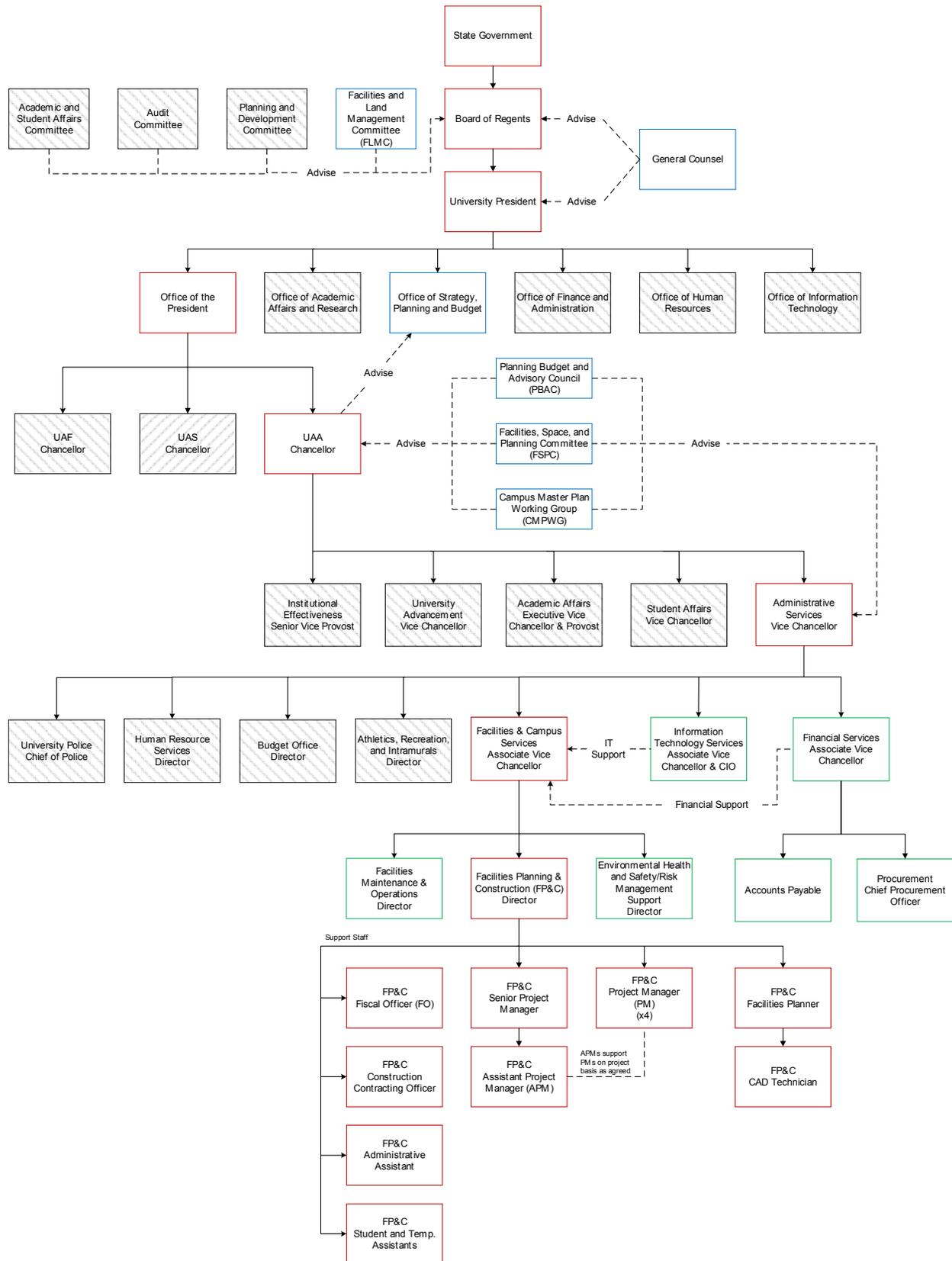
UAA FP&C falls under the umbrella of the Board of Regents and observes the policies and regulations of the Board. Organizational Chart 2 also illustrates the relationships of UAA FP&C among the President, MAU Chancellors, Vice Chancellors and their offices and the relationships and hierarchy among FP&C personnel. Refer to Appendix 3a for individual organizational charts for Facilities and Campus Services, Environmental, Health, Safety & Risk Management, Facilities Maintenance and Operations, and Facilities Planning and Construction.

## Legend for organizational chart 2



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<sup>1</sup> Due to the large nature of the organization, only certain departments/offices applicable to the UAA FP&C are included in the organizational chart.



Organizational Chart 2

## **2.1 Board of Regents (BOR)**

The Board is responsible for the governance of the university as provided by the Constitution of the State of Alaska and the laws enacted pursuant thereto. The Board holds a Regents' Policy & University Regulation Manual. The manual includes a chapter on Capital Planning and Facilities Management (Chapter 05.12); the purpose of this policy is to promote excellent stewardship for buildings, infrastructure and other facilities at each of the University of Alaska campuses. UAA.

The Board ensures the effectiveness, measurement and continual improvement of project selection and delivery. FP&C projects in excess of \$2 million must follow the BOR processes. These BOR requirements are embedded or referenced in this PPM.

### **2.1.1 Facilities and Land Management Committee (FLMC)**

The Facilities and Land Management Committee (FLMC) provides recommendations to the BOR regarding project approvals. FLMC also has a right to authorize the university administration to complete construction bid documents to bid and award a contract within the approved budget, and to proceed to completion of project construction.

## **2.2 Office of the President**

The mission of the Office of the President is to inspire learning, and advance and disseminate knowledge through expert teaching, world-class research, and widespread public service. The Office carries out the mission with a clear eye on academic excellence, wide access, and cost effectiveness. The President is a member of the Board and acts as the executive officer of the Board. Among multiple offices, the Office of the President works with each of the MAU Chancellors to develop and maintain appropriate physical plant necessary to support the University's academic and research mission.

## **2.3 General Counsel**

The General Counsel serves as the chief legal officer to the BOR and the University President, the Statewide Administration and the campuses throughout the university system. General Counsel supervises and administers the legal affairs of the BOR and university, appoints attorneys to represent the university, and directs university participation in administrative agency and judicial proceedings.

## **2.4 UAA Chancellor's Office**

The UAA Chancellor's Office manages the following six (6) primary units: University Advancement, Administrative Services, Student Affairs, Academic Affairs, Institutional Effectiveness and Community Campuses. The Chancellor's Cabinet are top-level managers who work directly with the Chancellor to carry out the mission, strategic plan and strategic initiatives at UAA.

### **2.4.1 Facilities, Space, and Planning Committee (FSPC)**

FSPC formulates recommendations concerning assignment or reallocation of space at all levels on the basis of campus and program priorities, the strategic and campus master plans, actual utilization, and overall need. FSPC reviews space management standards and recommends changes to University leadership.

### **2.4.2 Campus Master Plan Working Group (CMPWG)**

At the beginning of each Campus Master Plan process a group of individuals representing the faculty, staff and students of UAA convene to form the Campus Master Plan Working Group. Their purpose is to

provide guidance for the Master Plan and advice to the consultant team. The CMPWG generates the vision, goals and objectives for this Master Plan.

### **2.4.3 Planning Budget and Advisory Council (PBAC)**

The PBAC provides overall guidance and leadership on the continuous improvement, refinement and implementation of UAA's planning and budgeting processes.

## **2.5 Administrative Services**

The UAA Administrative Services Department encompasses seven (7) divisions: Athletics, Budget, Facilities and Campus Services, Financial Services, Human Resources, Information Technology, and the University Police Department. The mission of Administrative Services is to excel at providing vital, sustainable services to create an environment that enables the UAA community to succeed in learning, teaching, working, and living.

## **2.6 Financial Services**

The core mission of UAA Financial Services is through exemplary fiscal stewardship. Services are geared toward providing our customers outstanding response and service while fulfilling compliance and fiduciary obligations.

Financial services provides accounting and financial reporting, oversight to the procurement office, training, cash and debt management, travel, accounts payable, budget planning and process improvement efforts, student payment operations, manage receivables, e-commerce and credit card use guidance, ID card services, and printing services.

Accounts Payable and the Procurement Office are under the umbrella of Financial Services and are integral to the facilities management acquisition progress.

### **2.6.1 Accounts Payable**

FP&C adheres to the UAA Accounts Payable (AP) policies and processes. FP&C receives, reviews and approves invoices and sends them to AP for final approval and processing.

### **2.6.2 Procurement Office**

UAA's Procurement Services Department's mission is to professionally provide quality service in the procurement of supplies, contractual services and leases of real property necessary to support the requirements of the University's academic and research community.

Procurement assists FP&C with design and implementation of an overall category sourcing plan. They help manage selected vendor and bidders lists. They are a team member on Large projects with significant spend, where they help with the review of the procurement strategy and solicitations.

## **2.7 Information Technology (IT) Office**

The Office of IT Services is responsible for UAA's telecommunications, network infrastructure, and academic technology support services. IT Services works closely with distributed IT staff located on UAA campuses as well as with colleagues at UAS, UAF and the Statewide organization.

Many of FP&C's projects have a significant IT scope. IT is the lead on IT system upgrades and non-construction IT equipment installation. As such, IT personnel are included in FP&C's project teams. The

IT personnel are responsible for participating in design, estimating budgets for their scope of work, and executing that scope in alignment with the overall project.

## **2.8 Facilities and Campus Services (F&CS)**

F&CS' mission is to provide safe, quality, cost effective, and expert support to UAA. F&CS oversees FP&C, FMO, Environmental, Health, Safety and Risk Management Support (EHS/RMS) and Sustainability. The AVC oversees FP&C, FMO, EHS/RMS and Sustainability. Any major FP&C departmental change require the approval or at minimum, open communication to the AVC. The AVC has the authority (through a delegated approval) to approve FP&C projects up to \$2 million.

### **2.8.1 Facilities Maintenance and Operations (FMO)**

FMO services include but are not limited to building, electrical, mechanical, custodial, carpentry, Plumbing, grounds/landscaping, snow removal and street maintenance services for the Anchorage Campus. They are the recipient of FP&C projects and represent a key stakeholder. Capital projects.

### **2.8.2 Environmental, Health, Safety and Risk Management Support (EHS/RMS)**

EHS/RMS is a department within the University of Alaska's F&CS. The purpose of the EHS/RMS department is to advocate and champion sound environmental, occupational, employment, and other business practices in order to safeguard the valuable human, property, program, and financial resources or UAA. This department also coordinates UAA's emergency preparedness and planning efforts.

### **2.8.3 Facilities Planning and Construction (FP&C)**

FP&C is responsible for planning, budgeting, contract management, and construction of professionally designed buildings and facilities for the UAA campus and its extended community campuses, including Kenai Peninsula College (including Kachemak Bay Branch), Kodiak College, Matanuska-Susitna College and Prince William Sound College.

FP&C is responsible for delivering capital projects. The primary focus of FP&C is to ensure new construction, major renovations and alterations are designed to support the mission of the university and that physical development meets academic program requirements in support of all UAA campuses. In order to delivery these projects, UAA interfaces with a number of other UAA and UA organizations as presented in Organizational Charts 2.

# 3 FP&C Personnel

Refer to Organizational Chart 2 for reporting relationships and Appendix 3a for the Project Responsibility Matrix.

## 3.1 FP&C Positions Descriptions

### 3.1.1 Director

The director is responsible for direct comprehensive management of the capital, deferred maintenance and contracted management programs including maintaining process and fiscal control of projects. The position is responsible for approximately 12 technical and administrative staff, an annual operating budget of \$2 million, and a capital budget of about \$80 million. Key responsibilities include:

- Providing leadership, expertise, supervision, training, coaching, and direction to Facilities Planning and Construction staff in the execution of their functions.
- Directing comprehensive management of division's capital, deferred maintenance, and contracted maintenance programs including maintaining fiscal control of construction projects funds and budgets. Assuring project execution is consistent with University and Campus priorities. Responsible for overall management and supervision of departmental employees.
- Providing leadership and expertise to maintain fiscal control of department and capital funds.
- Supervising the Campus Facilities Planner and support staff. Has a role in the allocation and management of campus space. Requires continuous communication with campus Deans, Directors and user groups to assure space is being used effectively and
- Overseeing and update managing and procedural tools and subordinate plans, project manager procedures guide, and UAA Design standards.
- Leading the ongoing development and application of design standards that incorporate an appropriate balance of aesthetic, environmental concerns with mandated code, ADA, seismic and workplace safety requirements:
  - Duties include responsibility for compliance with master plan and regent policy, site analysis, operational programming, space design, equipment and furnishing layouts, special transportation and zoning studies.
  - Responsible for selecting the most cost effective engineering design of major plant systems such as HVAC, electrical, plumbing, thermal/hydraulic systems, considering compatibility with other campus systems, life cycle and performance specifications.

- efficiently. Overseeing the Master Planning and compliance with the plans for all of the UAA campuses.
- Executing all engineering and construction contracts.
- Assisting and advising the AVC for F&CS on issues with various state and municipal planning boards, commissions, code enforcers, neighborhood/community associations, consortiums and university committees. Serves on campus committees including the Campus Safety Committee and the Facilities Space Planning committee.
- Coordinating with FMO and user groups to assure designs are consistent with requirements.

### 3.1.2 Facilities Planner (FP)

The Facilities Planner is responsible for planning for capital projects involving departmental moves, expansions and new programs, and for developing, maintaining and updating the University's Capital Improvement Plans. The Facilities Planner leads members of the university community and outside consultants to develop, review, update, revise, and amend the University's Main Campus and Community Campuses Master Plans and is responsible for campus space management. Key responsibilities include:

- Serving as a strategic advisor to executive and senior level management staff in regards to space assignment, utilization & planning.
- Planning and programming phases of capital projects for both new construction and renovations.
- Leading the UAA community in developing, reviewing, updating, revising, and amending campus facilities master plans assuring they are current and consistent with strategic and academic plans. The UAA community includes schools, colleges, community colleges, administrative units, local communities, and outside consultants.
- Preparing and soliciting RFP's for consulting contracts to develop Campus Master Plans, associated Planning Studies, and other Facilities Plans and Documents.
- Coordinating consultant selection and award process. Managing contractor performance, payments, contract modifications, and close-out.
- Overseeing the management of the Facilities Data Base which includes drawings, documents, project files, capital data base, historical files, and space management information.
- Coordinating work efforts of staff in the development of CAD drawing files, space records and data acquisition.

### 3.1.3 Senior Project Manager (SPM)

The Senior Project Manager provides professional management of planning, design and construction. The Senior Project Manager manages the development of design documents and budgets for the planning, design and construction of capital projects up to \$100 million and acts as an ambassador for the

FP&C office to the university community regarding facilities and campus planning issues. Key responsibilities include:

- Managing the development of design documents for capital improvement projects.
- Actively ensuring user needs and objectives needs and objective are incorporated, university design standard, and standard engineering practices are utilized, and the project can be constructed within budget.
- Working with project team for effective management of planning, design and construction of projects. Ensuring quality, contract and regulatory compliance, timeliness of projects and cost efficiency.
- Acting independently and quickly in analyzing, evaluating and resolving construction problems to prevent delays and associated claims.
- Successfully executing cost efficient contract modifications to keep projects on track.
- Effectively manage the project costs to optimize the utilization of available funds.
- Applying extensive and diversified knowledge of engineering principles and practices, contract law and code compliance in board areas of assignments.
- Making decisions independently on engineering problems and methods, and represent the organization to resolve important issues.
- Incorporating user needs and objectives and preparation of project planning guides and architectural programs.
- Setting standards and establishing procedures. Devising new approaches to problems encountered.
- Managing and mentoring Project Managers and Assistant Project Managers.
- Coordinating project schedules and activities with consultants, users, maintenance personnel to ensure uninterrupted progress of work and facilities occupancy by the university.
- Preparing Board of Regents action items for project and design approval.
- Keeping Director informed of project progress and potentially controversial matters that may have far reaching implication.
- Presenting project reports to a variety of audiences, senior administration, BOR committees, users, campus and community groups.

### 3.1.4 Project Manager (PM)

The Project Manager will be responsible for administering planning, design, and construction contracts for projects involving departmental moves, expansions and new programs. The manager will work with members of the university community and outside consultants and contractors to develop architectural program statements, designs and construction for capital projects outlined in the University's Campus Facilities Master Plan. The manager may also be called upon to administer Professional Service Contracts for the development of Campus Master Plans and other planning services. This individual will be a creative problem solver for university space issues by providing the optimal space solution within the budget and time constraints of each project. Key responsibilities include:

- Manage the development of planning and design documents for capital improvement projects including new construction, renewal and replacement (R & R), maintenance and repair (M & R), deferred maintenance and renewal (DF &
- Maintaining departmental records and provide periodic reports including but not limited to daily construction reports, cost control reports, final cost reports and project status reports.

- R) and alteration and improvements; campus master plans, and facilities related studies and surveys for the main campus and community campuses in accordance with established policies and procedures.
- Providing Contract Administration for Planning, Design, and other Professional Service Agreements.
- Preparing and soliciting RFPs, coordinating consultant selection and award process, and managing consultant performance, payments, contract modifications, and close-out.
- Actively ensuring user needs and objectives are incorporated; ensuring that standard engineering practices, university design standards, and policies and procedures are utilized, and ensuring that the project can be constructed to university standards within budget.
- Facilitating meetings between consultants and university stakeholders, including Procurement Services, F&CS, IT Services, Land Management, General Support Services, and others who may have interest and/or involvement in projects.
- Promoting the use of energy modeling during design to forecast energy consumption and associated operation and maintenance (O & M) costs.
- The project manager will use the Project Management Information System (PMIS) e-Builder in the administration of projects, and to manage the budget and scope of work.
- Managing the construction of capital improvement projects for the main campus and community campuses in accordance with established policies and procedures.
- Providing Contract Administration for Construction Contracts and Agreements.
- Monitoring and evaluating all construction laboratory testing and special inspections.
- Coordinating construction scope, milestones, and activities with design managers, users, maintenance personnel, utility companies and consultants to insure uninterrupted progress of the work and facilitate occupancy by the University.
- Ensuring that building permits are obtained for the projects.
- Manage the budget and scope of work in accordance with established policies and procedures.
- Developing budget and scope of work for multiple projects with budgets from multi-thousand dollars to multi-million dollars.
- Preparing input to the university's multi-year Capital Improvement Plan.
- Preparing Board of Regents and Statewide action items for project and design approval.
- Monitoring progress and report to administration and Board of Regents.
- Preparing and present project reports to a variety of audiences, senior administration, BOR committees, users, campuses and community groups.
- Providing Facilities Planning and Construction support to others including project managers, facilities planner, fiscal manager, construction contracting officer, Director of Facilities Planning & Construction, Facilities Maintenance and Operation staff, and Associate Vice Chancellor for Facilities and Campus Services.
- The project manager shall act as ambassador for FP&C to the University staff, faculty and students, community campuses, and local community and, and others regarding facilities and campus planning and construction issues.
- General support and facilities related assignments may include, but is not limited to, participating in personnel hiring selection committees; leading/participating in architectural engineering selection committees, term construction contract

- Oversee preparation and solicitation of Bid Documents for Construction Contracts, coordinate contractor selection and award process, and manage contractor performance, payments, contract modifications/change orders, and close-out.
- Ensure quality, contract and regulatory compliance, timeliness of projects and cost efficiency.
- Providing periodic monitoring or inspection of the contract's quality of workmanship and materials for compliance with the contract documents.
- Maintaining daily construction reports, cost control reports, final cost reports, and photo journals for possible legal record.
- Acting independently and quickly in analyzing, evaluating and resolving construction problems to prevent delays and associated claims. Successfully execute cost efficient contract modifications to keep projects on track.
- As owner's representative, maintain owner project schedules and review and monitor schedules of all contracted parties for compliance to contract documents.
- selection committees and other related committees; performing building inspections (i.e. building blitzes) with other Facilities groups; participating in building manager's meetings; mentoring students on class projects; conducting campus safety inspections/walkabouts; and representing FP&C as a team member of the University emergency operations center.
- Providing assistance to Client at any stage of project to ensure project efficiency.

### 3.1.5 Assistant Project Manager (APM)

The Assistant Project Manager (Mechanical/Electrical) is responsible for assisting with the management of preliminary planning, programming, design, and construction for a variety of projects, with a primary focus on those involving mechanical and electrical systems. The Assistant Project Manager works with members of the university community and outside consultants and contractors to develop program statements, designs and construction for capital projects outlined in the University's Campus Facilities Master Plan. Key responsibilities include:

- Assisting PMs in providing continuous monitoring or inspection of the contract's quality of workmanship and materials for compliance with the contract documents, with primary emphasis on mechanical and electrical systems.
- Maintaining daily construction reports, cost control reports, final cost reports, and photo journals for possible legal record. Monitoring and evaluating all construction laboratory testing and special inspections.
- Assisting PMs in providing professional management of programming,
- Preparing independent cost estimates of construction contract changes. Preparing RFP's to contractors, reviewing proposals, participating in change order negotiations with construction contractors.
- Managing small dollar R&R projects as assigned by supervisor.
- Reviewing contractor construction schedules and coordinating construction milestones and activities with design managers, users, maintenance personnel and consultants to insure uninterrupted

engineering, and construction contracts, with primary emphasis on mechanical and electrical systems, including:

- Assuring quality design and construction of facilities; interpreting the requirements of design and construction drawings, specifications and contracts; initiating corrective action for design and construction deficiencies; reviewing, evaluating and processing contract documents including bonds, insurance, change orders, contract modifications, submittals/shop drawings, pay estimates, and certificates of completion.

progress of the work and facilitate occupancy by the University.

- Maintaining departmental records and providing periodic reports including but not limited to daily construction reports, cost control reports, final cost reports and project status reports.
- Researching and documenting FP&C Policies and Procedures as assigned by supervisor.

### 3.1.6 Fiscal Manager (FM)

The Fiscal Manager is responsible to manage and provide fiscal expertise for accounting and financial operations of the FP&C department ensuring compliance with federal, state, and university rules and regulations. The Fiscal Manager analyzes and interprets capital project fiscal information including revenue, expenditures, and projections for reporting to Project Managers, UAA management, Statewide offices, BOR, Legislature, and outside agencies. Key responsibilities include:

- Responsible for ensuring appropriate use of allocations, appropriations and bond proceeds associated with capital projects through budget oversight and management for the Anchorage, Kenai, Homer, Kodiak, Mat-Su, and Prince William Sound campuses.
- Interpret and provide fiscal expertise and guidance on legislative intent for state appropriations, OMB Circular A-21 for determination costs applicable, and OMB Circular A-110 for administration of grants and agreements with educational institutions.
- Interpret and provide guidance on relevant university and state fiscal policy, procedures, and law to impacted managers and staff.
- Managing and providing fiscal expertise for recharge center to include determining level of administrative fee assessment (overhead) on projects administered by the department through cost and revenue projections, ensuring collection of recharge revenue, assigning costs in compliance with OMB Circular A-21 and UA policy.
- Analyzing and interpreting capital project information to create complex, detailed financial schedules, budget analysis, and management reports related to the Anchorage, Kenai, Homer, Kodiak, Mat-Su, and Prince William Sound campuses for FP&C Director, Project Managers, Facilities AVC, UAA and Statewide Administration, and external groups.
- Schedules include but not limited to capitalization schedules for operating, grant, capital, bond, recharge, and auxiliary funding expenses (project and non-project related) for all university departments on the Anchorage, Kenai, Homer, Kodiak, Mat-Su, and Prince William Sound campuses submitted to Statewide Accounting.
- Reports include but not limited to Capital Project Status Reports (CSPR) and capital project financial information included in project updates/approvals/close out reports.
- Maintaining and reconciling capital project multi-year funding (including state capital appropriations, grant, bond proceeds, and foundation funding) complex soft ledgers (averages 80 – 90 separate active funds/ledgers with a 10-year average of

- Preparing and managing department's administrative operating budget to ensure an appropriate level of support for staffing and operations.
- Preparing monthly budget management reports for department operating and recharge center budgets for submission to Budget Office.
- Working closely with UAA Budget Director and budget office for new capital project fund and budget set-ups, expenditure allocation changes, and authorize budget transfers.
- Working closely with Statewide Finance for capital and plant fiscal activity analysis and resolving related capital and plant fiscal conflicts for the Anchorage, Kenai, Homer, Kodiak, Mat-Su, and Prince William Sound campuses.
- Responding to internal and external auditors' requests and inquiries related to fiscal/contractual related activities, documents, and any need for further clarification.
- Supervising, training, and coaching the office administrative assistant and the front desk administrative position.
- Performing Construction Contracting Officer duties due to illness, vacation, work overflow, or position vacancy.
- \$55.1M in annual expenditures), annual department and project operating soft ledgers (average 8-10), and recharge center soft ledger.
- Preparing monthly capital funding status and expenditure summary reports.
- Overseeing all payroll, procurement, financial processes of the department to ensure timeliness, compliance with the appropriate policies, procedures, regulations and laws as outlined in OMB circulars, Alaska statutes and administrative policy, BOR policy and regulations, Statewide and UAA fiscal/administrative policy, and department policy, and responsiveness to Director's, Project and Contract Managers' financial information needs.
- Ensuring all fiscal transactions are maintained in a useful and retrievable fashion to facilitate accurate planning and projections of expenditures.
- Coordinating continued development, implementation and maintenance of in-house financial and project record keeping systems.
- Reconcile all pro-cards and travel credit cards for department.
- Assist in continued development and implementation of department's policies and procedures.

### 3.1.7 Construction Contracting Officer (CCO)

The Construction Contracting Officer originates, reviews and approves all FP&C Construction Contract and related procurement actions for preliminary planning, programming, design, and construction contracts for a variety of projects within the procurement authority delegated by the University Procurement Services Director. Key responsibilities include:

- Representing the University and supporting Project Managers in negotiating and executing contracts resulting from solicitations and direct negotiations.
- Compiling and maintaining complete and accurate files for renewable contracts; reviewing and approving contract
- Preparing and issuing addenda to solicitations; conducting bid/proposal openings/closings; analyzing bids/proposals for responsiveness and responsibility in determining those that may be considered for award.
- Interviewing vendors and corresponding with vendors to resolve disputes.

- modifications, change orders, and renewals, as necessary.
- Supporting Project Managers in negotiating price and/or other changes in contract terms and conditions.
- Issuing purchase orders, change orders and modifications, as necessary.
- Resolving disputes and avoiding litigation.
- Preparing documentation and research findings to support superiors and the University in the event of litigation.
- Executing complex purchase transactions for University construction projects; purchasing FF&E for new construction and renovation projects.
- Analyzing and selecting proper methods of solicitation including developing justification for innovative procurement methods, source selection, and/or direct negotiation (single or sole source).
- Developing procurement and evaluation plans.
- Developing accurate specifications and appropriate terms and conditions for formal bid and proposal documents and choosing adequate source lists.
- Ensuring compliance with solicitation advertising regulations; conducting pre-bid/proposal conference and site visits; responding to business community inquiries and ensuring fair competition.
- Securing information regarding procurements.
- Certifying correctness of solicitation abstracts; evaluating responses; preparing written determinations of award; and awarding contracts within delegated authority.
- Updating and developing construction procurement policies and procedures for the Department.
- Providing construction procurement training to Project Managers.
- Providing support to FP&C in areas related to construction procurement, including assistance in understanding proper procedures and other requirements.
- Answering technical questions related to the entire purchasing function, including the integrated financial system (Banner), and providing one-on-one or small group training, when necessary.
- Maintaining a positive, professional image to the public, and conducting impartial supplier relations with the vendor community.

### 3.1.8 Administrative Assistant (AA)

The Administrative Assistant is responsible for coordinating the administrative support in a myriad of functional areas for the FP&C office including research, inventory and general administrative management. The position prioritizes projects and workload for maximum office efficiency and assist in continuous document preparations related to management of operating and capital projects. Key responsibilities include:

- Gathering information and specifications from consultants and managers to incorporate into bid documents.
- Using templates and other reference materials to create a draft which is then reviewed and approved by the Project Manager and UAA Procurement.
- Assisting in preparation of technical reports for project/contract managers, consultants and contractors relating to RFP, change order, DCVR, and submittal status.

- Review all contract forms with UAA Procurement annually to keep them current
- Assisting Project Managers with selecting the correct form for the required contract action. Preparing amendments/change orders to contracts in accordance with established policies and procedures.
- Maintaining complicated electronic and paper filing systems, schedule meetings, prepare agendas and other necessary documentation for meetings
- Maintaining and updating FP&C webpage.
- Providing administrative assistance to the Director and staff: drafting correspondence from written or verbal instruction from managers.
- Assisting Project Managers with preparation of BOR materials and ensuring use of current statewide format.
- Preparing and submitting all travel related documents for FP&C staff, including travel authorization and expense reports.
- Performing accounting responsibilities as assigned or in the absence of Fiscal Officer.
- Supervising and training Front Desk Administrative position, currently a Student employee.
- Performing duties of Cost Center Clerk to include preparation of job forms for new hires, change and termination.
- Providing project support to other project teams/administration due to illness, vacation or work overflow
- Maintaining stock of routine office supplies. Oversee office equipment, University vehicles, and parking permits.
- Assisting customers in person or via telephones.

### 3.1.9 CAD Technician (CT)

The CAD Technician provides CAD support for the Facilities Planner. Key responsibilities include:

- Electronically generating and updating facility inventory CAD drawings/documents of all university buildings by incorporating as-built packages utilizing CAD and Microsoft Office software.
- Preparing clear, complete and accurate drawing packages for bidding purposes, detailed drawings and as-built from rough or detailed sketches, notes and red-line markups provided by engineering, architectural, surveying staff, operations/maintenance personnel and private contractors.
- Organizing and maintaining drawing files containing original construction drawings, as-built documents, shop drawings, facilities inventories, and all current and future projects.
- Maintaining database of records. Assisting contractors, staff and others with retrieving record construction documents for other projects.
- Maintaining space inventory records for developing capital improvement requests, repair and renovation assessments, preventative maintenance scheduling and for all reporting requirements.
- Assisting in the collections and management of data associated with space inventory records to ensure accurate, current and detailed information is available and acceptable in a timely manner.
- Performing other duties as required.

### 3.2 Project Responsibility Matrix

The Project Responsibility Matrix (Appendix 3b) maps out who will be Responsible, Accountable, Consulted and Informed on the project. This matrix will draw clear lines on each individual's responsibilities for each project. The project delegations are as follows:

- Responsible – Who is completing the task
- Accountable – Who is making decisions and taking actions on the tasks
- Consulted – Who will be communicated with regarding decisions and tasks
- Informed – Who will be updated on decisions and actions during the project

### 3.3 Professional Development Dashboard

The FP&C Professional Development Dashboard (Table 3.3) below provides guidance to the FP&C project management staff (Assistant PMs, PMs, and SPMs) on minimum requirements and preferences for hiring and promotions. The dashboard also provides recommendation on higher education certificates for professional development and Appendix 3.3 provides more information on these certification and how to obtain them. Figure 3.3 below illustrates the hiring and promotion hierarchy for the project management staff.

#### Hiring and Promotion Hierarchy for Assistant PMs, PMs, and SPMs

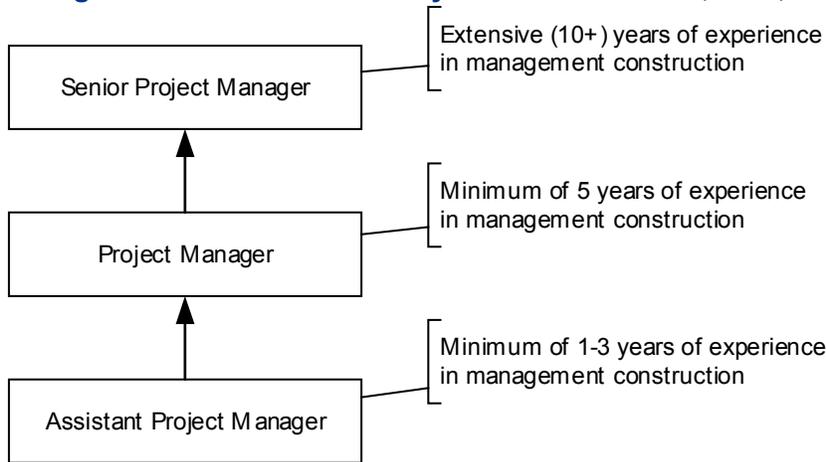


Figure 3.3

Professional Development Dashboard			
Requirement	FP&C Role		
	Assistant Project Manager	Project Manager	Senior Project Manager
<b>Typical Education or Training</b>	<ul style="list-style-type: none"> <li>— Bachelor's Degree required in either:</li> <li>— Architecture</li> <li>— Engineering</li> <li>— Construction Management</li> </ul>	<ul style="list-style-type: none"> <li>— Bachelor's Degree required in either:</li> <li>— Architecture</li> <li>— Engineering</li> <li>— Construction Management</li> </ul>	<ul style="list-style-type: none"> <li>— Bachelor's Degree required in either:</li> <li>— Architecture</li> <li>— Engineering</li> <li>— Construction Management</li> </ul>

**Professional Development Dashboard**

	<p>Or equivalent working experience.</p> <ul style="list-style-type: none"> <li>— No special licenses or registrations are required for this position.</li> </ul>	<ul style="list-style-type: none"> <li>— Planning and Design             <ul style="list-style-type: none"> <li>— Master's Degree and Professional Registration or Certification preferred.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>— Planning and Design             <ul style="list-style-type: none"> <li>— Master's Degree and Professional Registration or Certification preferred.</li> </ul> </li> </ul>
<b>Required Experience</b>	<ul style="list-style-type: none"> <li>— A minimum of 1-3 years of experience in construction management.</li> <li>— Knowledge of policies, principles, practices, law, legal liabilities, responsibilities and regulations relating to construction projects.</li> <li>— Knowledge and training in current building codes, construction scheduling, cost estimating, supply availability, and materials of construction.</li> </ul>	<ul style="list-style-type: none"> <li>— A minimum of 5 years of experience in planning, design, and construction contract management.</li> <li>— Knowledge of policies, principles, practices, law, legal liabilities, responsibilities and regulations relating to planning, design, and construction contracts and projects.</li> <li>— Knowledge and training in construction contracting, current building codes, construction scheduling, construction estimating, and project management software.</li> </ul>	<ul style="list-style-type: none"> <li>— Extensive progressive experience in Architecture, Engineering, Construction Management, Construction Technology or related field, Space Planning, Interior Design and Architectural Programming required.</li> <li>— Experience managing capital improvement projects required.</li> </ul>
<b>Knowledge Skills Abilities</b>	<ul style="list-style-type: none"> <li>— General understanding of construction techniques and processes involved in their execution.</li> <li>— Extensive computer knowledge as relates to word processing,</li> </ul>	<ul style="list-style-type: none"> <li>— Good understanding of construction techniques and processes involved in their execution.</li> <li>— Good understanding of building systems and how they operate.</li> </ul>	<ul style="list-style-type: none"> <li>— Extensive knowledge of project programming, scheduling, educational/research facilities design, engineering and architectural principles, building and life safety codes, regulations and statutes, contract law,</li> </ul>

Professional Development Dashboard			
	<p>graphics, and database software.</p> <ul style="list-style-type: none"> <li>— Must be able to interpret contract documents and ability to read and interpret architectural drawings is required.</li> </ul>	<ul style="list-style-type: none"> <li>— Extensive computer knowledge as relates to word processing, spreadsheets, and project management software.</li> <li>— Good working knowledge of mathematics and accuracy in calculations.</li> <li>— Must be able to interpret contract documents and drawings.</li> </ul>	<p>construction specifications and technology.</p>
<p><b>Recommended Higher Education</b></p>	<ul style="list-style-type: none"> <li>— Professional Engineer (P.E.) <ul style="list-style-type: none"> <li>○ Benefits: A P.E. can sign and seal engineering documents that are submitted to a public authority or for public and private clients.</li> </ul> </li> <li>— Project Management Professional (PMP) Certification <ul style="list-style-type: none"> <li>○ Benefits: Creates awareness of leading practices in Project Management.</li> </ul> </li> <li>— APPA Certificates - Educational Facilities Professional (EFP) Certification &amp; Certified Educational Facilities Professional (CEFP) Certification <ul style="list-style-type: none"> <li>○ Benefits: Demonstrate qualifications for educational facilities.</li> </ul> </li> <li>— LEED Accreditation <ul style="list-style-type: none"> <li>○ Benefits: Knowledge in designing for environmental sustainability.</li> </ul> </li> <li>— Society for College and University Planning (SCUP) Continuing Education <ul style="list-style-type: none"> <li>○ Benefits: Sharing of knowledge among members about college and university planning.</li> </ul> </li> <li>— Lean Six Sigma trainings <ul style="list-style-type: none"> <li>○ Benefits: Certified Six Sigma Professionals acquire the knowledge to reduce costs, and improve productivity and quality of projects output by reducing inefficiencies and defects.</li> </ul> </li> <li>— UAA National Incident Management System - Incident Command System (NIMSICS) Training</li> </ul>		

Table 3.3

# Project Identification and Planning

# 4 Project Identification and Planning

A project may be introduced through the following sources:

- Asset renewals requests initiated through the UAA Deferred Maintenance (DM) and Renewable and Repurposing (R&R) needs
- Asset deficiencies requests initiated through the FMO Building Blitz
- New assets/capital requests initiated through FP&C's Clients

## 4.1 Deferred Maintenance and Renewable & Repurposing Needs

On an annual basis, the Director and AVC assess any DM and R&R needs campus-wide. These potential projects are projects that could be implemented campus wide as one large project (e.g. replacing roofs of multiple buildings). These project requests would be initiated by FP&C<sup>2</sup>.

## 4.2 FMO Building Blitz

The FMO Building Blitz is a weekly facilities walkthrough that includes an FMO representative, the building user representative and may also include an FP&C PM (designated by the Director). The PM updates the Director on the condition of the facilities and recommends any needed renovations or remodeling. The Building Blitz may generate work and these project requests would be initiated by FP&C<sup>2</sup>.

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<sup>2</sup> Refer to Section 6.1 – Project Request

### 4.3 FP&C's Clients

A client to FP&C is any departmental representative external to FP&C (e.g. any building department on campus, FMO, IT...etc.). These project requests would be initiated by the Client.

The PM is responsible on providing any assistance to the Client at any stage of a project to ensure project efficiency.

### 4.4 Capital Planning and Budget Request<sup>3</sup>

Annually, within the capital budget process, each university will prepare and update a long-range capital plan proposal. The university capital plan proposals will be consolidated into a system wide long-range capital plan and presented to the board for review and comments prior to board approval.

The 10-Year Capital Planning Request List is a list of projects, which have been preliminary approved, that FP&C is interested in investing into over the next 10 years.

The projects included in the list may be:

- Deferred Maintenance/Renewal and Renovation
- New Construction
- Land, Property and Facilities Acquisition
- Academic Equipment Budget Requests
- FMO Requests

In order for a project to be added to the 10-Year Capital Plan, the project needs to be identified in a Preliminary Administrative Approval Form, the Master Plan, or by the respective approval authority such as the University President or Chancellor.

### 4.5 Campus Master Planning<sup>3</sup>

The Campus Master Plan is a planning document, separate from but in support of the campus academic, strategic and capital plans, that identifies the existing and preferred campus land uses, buildings, landscapes, open space, pedestrian and vehicular circulation systems, and conceptual plans for development and improvement; the plan is premised on existing physical resources and current and anticipated needs, and developed through a collaborative or consultative process including the community, faculty, students and others. The administration will develop and present to the board for adoption, a campus master plan for each campus. The purpose of a campus master plan is to provide an integrated framework for investment decisions that will ensure adequate facilities to support implementation of the respective system and university campus academic, strategic and capital plans.

When adopted by the board, the campus master plan governs the capital improvements plan and budget request for the campus, and approval of all proposed facilities on the campus. The board may not grant schematic design approval for a capital project request unless it implements the adopted campus master plan.

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<sup>3</sup> Refer to **the 12/12/2014** Regent's Policy – Chapter 05.12 – Capital Planning and Facilities Management: <https://www.alaska.edu/bor/policy/05-12.pdf>

A campus master plan will contain, at minimum, maps, plans, drawings or renderings, and text sufficient to portray and describe the following elements:

Projections will be developed for 10 years and may be developed for other intervals.

- Projected enrollment and other factors affecting the need for facilities and infrastructure;
- General areas for land acquisition and disposal;
- The general location of new or upgraded infrastructure, including roads, parking, pedestrian circulation, transit circulation, and utilities;
- Demolition of buildings, structures, and facilities;
- General location, size, and purpose of new buildings, structures, and facilities;
- Guidelines for landscaping;
- General location and intent for open spaces, plazas, etc.;
- Guidelines for signage, both freestanding and on buildings and structures;
- Architectural guidelines for all buildings, structures, and facilities;
- Environmental and cultural issues, ADA access, and energy conservation;
- The relationship of the campus to its surroundings and coordination with local government land use plans and ordinances; and general priorities for capital projects.
- General priorities for capital projects.
- Refer to Appendix 4.5 for the Master Planning Workflow.

# 5 Project Types

UAA's capital projects vary significantly in size, complexity, risk, urgency, and other factors. FP&C places these different types of projects in two categories: Large Projects and Small Projects. While both categories follow similar overarching processes and procedures, there are additional requirements for Large Projects.

Projects led by FP&C include new construction, major renovations and alterations. Formal project approval represents approval of the project including the program justification and need, scope, the total project cost, and funding plan for the project. It also represents authorization to complete project development through the schematic design, targeting the approved scope and budget, unless otherwise designated by the approval authority.

## 5.1 Large Projects

A Large Project is any project estimated to cost over \$250k.

## 5.2 Small Projects

A Small project is any project estimated to cost \$250k or less.

# Project Development Process

FP&C projects follow a four step process: Initiation, Planning, Execution and Closeout. Capital projects shall be developed through a series of approvals, reports, and other processes designed to provide various members of the campus, the local community, the system office administration, and the board with meaningful involvement in the planning and outcome of the projects. Projects will be developed and completed based on the appropriate dollar threshold identified in sections 7 through 9 of this manual. For the management of all projects, it is FP&C policy to use the Project Management Information System PMIS (e-Builder) for the management of all projects.

# 6 Initiation

The Initiation Phase is the first step in a project and is initiated by the client (University department).

## 6.1 Project request<sup>4</sup>

It is the policy of UAA FP&C that a Project Request Form (Appendix 6.1) be submitted for all new construction projects and projects involving the modification of existing facilities.

### ***Project Request Workflow:***

- Project Requests will be prepared by either the requesting Department representative or the FP&C PM using the Project Request Form available online on the UAA site.

The completed Project Requests will be signed by the requesting department's Dean, Chair, or Director, or their authorized representative (as applicable), and submitted by inter-campus mail or e-mail to FP&C (as applicable).

The FP&C Staff Administrator will receive the Project Request, assign a Project Number, and forward it to the FP&C Director for approval and assignment to an FP&C Project Manager.

The assigned Project Manager will contact the requesting Department representative and provide services as required.

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<sup>4</sup> Refer to Appendix 6.1W – Project Request Workflow

# 7 Planning

The Planning Phase matures project scope and design up to conceptual design. It includes the Project Request approval, the primary and budget-setting project approval. Depending on project size and delivery strategy, it may include procurement of designers, contractors, and other vendors.

## 7.1 Initial Client Meeting

The PM meets with the Client to get a better understanding of the project scope. Together, they facilitate development of an initial cost and schedule estimate to further determine if the estimated cost of the project is within the Client's budget. The PM then drafts a response to the project request, which includes a breakdown of the estimate, and sends it to the Client.

## 7.2 Assemble Project Team

Once the Project Request is approved, and a PM has met with the client; the PM assembles a project team. The project team may include:

- Client
- Senior Project Manager
- Project Manager
- Assistant Project Manager
- Architect/Engineer Consultant
- IT Representative
- Procurement Representative
- FMO Representative

The PM should document the project-specific roles and responsibilities changes in the Project Responsibility matrix.

## 7.3 Kick-off Meeting and Design Assessment

The PM schedules a Kick-off Meeting with the project team. The purpose of the meeting is define Client expectations and assess the scope of work. The Design Assessment Checklist (Appendix 7.3) provides a guideline for assessing if the full scope of work is covered.

## 7.4 Project Budget

The project budget is the assignable direct and indirect costs attributable to a project including professional services, construction, equipment and furnishings, and administrative costs, including fees paid to the system office for central planning and oversight activities that when added together equal the "total project cost (TPC)".

The PM shall prepare a Project Budget (Appendix 7.4a) to accompany the following Project Approval requests<sup>5</sup>:

- Project Agreement
- Preliminary Administration Approval
- Formal Project Approval
- Schematic Design Approval
- Project Change Approval

The PM can refer to the Preparation of Project Budget Guideline (Appendix 7.4b) to develop the project budget.

## 7.5 Project Agreement (PA)

The following is a UAA specific requirement. All projects \$50k to \$250k require the Project Manager to complete the PA Form (found online under statewide forms). Projects exceeding \$250k require the PA to be completed and submitted as a part of the FPA following the PAA.

Project threshold <sup>5</sup>	Project agreement required?	Approval required
Projects < \$50k	No	n/a
\$50k < Project <= \$250k	Yes	UAA Vice Chancellor Admin. Services
Project > \$250k	Yes	As an attachment to FPA

## 7.6 Preliminary Administration Approval (PAA)

On projects exceeding \$250k the PAA is the first approval document completed and is an authorization to plan a project and to develop a PA (found online under statewide forms) documenting the programmatic need, scope and estimated cost of the project. The Project Manager is responsible to complete the PAA Cover Memo (found online under statewide forms) and the PAA Form (found online under statewide forms) for approval. The table below displays the project approval thresholds and authorizations:

Project threshold <sup>5</sup>	Preliminary administration required?	Approval required
Projects < \$250k	No	n/a
\$250k < Project <= \$2M	Yes	System Office Chief Finance Officer (Delegated to the UAA Vice Chancellor Admin. Services)
Project > \$2M	Yes	UA President

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<sup>5</sup> Refer to the **12/12/2014** Regent's Policy – Chapter 05.12 – Capital Planning and Facilities Management <https://www.alaska.edu/bor/policy/05-12.pdf>

## 7.7 Formal Project Agreement (FPA)

The Formal Project Approval (FPA) Form (found online under statewide forms) is accompanied by the PA represents a formal agreement between the affected program department(s), documenting a common understanding of the programmatic need, project scope, and other matters related to the project. The approvals required are an authorization to develop the basic design of the facility or project through creation of a schematic design. The table below displays the project approval thresholds and authorizations:

Project threshold <sup>5</sup>	Project agreement required?	Approval required
Projects < \$50k	No	n/a
\$250k < Project <= \$2M	Yes	System Office Chief Finance Officer (Delegated to the UAA Vice Chancellor Admin. Services)
\$2M < Project <= \$5M	Yes	FLMC (Board Committee)
Project > \$5M	Yes	Board of Regents (Full Board)

## 7.8 Conceptual Phase

The initial phase in the formal designing of a project, when the project program is converted to a realistic and visual state. The PM should leverage FP&C design standards and specifications where available.

For Large Projects, the PM may procure a designer to assist with development of conceptual design.

## 7.9 Schematic Phase (SD)

The schematic phase is initiated with the Schematic Design. The preparation of schematic design studies consisting of drawings, and other documents illustrating the scale and relationships of the project components for approval by the owner.

Requests for schematic design approval shall include a narrative description of the project, a project budget, identification of the funding plan for construction and operations costs, statements affirming compliance with this policy, campus master plan and the project agreement and applicable design guidelines; drawings and cost estimates in sufficient detail to enable the approval authority to review site development, functional relationship of the interior areas, exterior design of the facility, principle building systems and materials used for construction, energy management, expected space utilization, and design efficiency rate.

Schematic design approval represents approval of the location of the facility; its relationship to other facilities; the functional relationship of interior areas; the basic design including construction materials, mechanical, electrical, technology infrastructure and telecommunications systems; and any changes to the project since formal project approval. The board or committee will not grant schematic design approval for a capital project unless it implements or amends the adopted campus master plan.

Project threshold	Schematic design approval required?	Approval required
Projects < \$250k	No	n/a
\$250k < Project <= \$2M	Yes	System Office Chief Finance Officer (Delegated to the UAA Vice Chancellor Admin. Services)
\$2M < Project <= \$5M	Yes	FLMC (Board Committee)
Project > \$5M	Yes	Board of Regents (Full Board)

## 7.10 Value Engineering

For all projects, if at any point in time, the estimated cost of the project exceeds the most recent approved budget by more than 5%, a value engineering meeting(s) is held with the project team, including impacted stakeholders, to determine an approach to reduce costs.

For Large Projects, value engineering occurs throughout design and on all projects.

Potential value engineering opportunities for value creation and/or savings are tracked and approved through Value Engineering Log (Appendix 7.9).

## 7.11 Project Change Approval

A project change approval is the authorization to modify the project budget or scope after schematic design approval.

Approval of project change(s) is required for projects which exceed the authority level delegated to the universities or cause a project to exceed that level. Approval levels required for material changes in the source of funds, increases in budget, or material changes in project scope identified subsequent to schematic design approval shall be determined by the system office chief facilities officer based on the extent of the change and other relevant circumstances. This determination will generally be based on the nature of the funding source, the amount, and the budgetary or equivalent scope impact relative to the approved budget at the schematic design approval stage, and assigned as follows:

Project threshold	Schematic design approval required?	Approval required
25% of the total project cost	Yes	FLMC
\$2.5M	Yes	FLMC
Total project cost greater than \$0.5 million but less than 25% of total project cost or less than \$2.5M	Yes	System office chief finance officer.

# 8 Execution

Execution consists of generating Construction Documents and completing any remaining procurements, including contractors. Execution includes physical construction of the project and associated monitoring activities.

## 8.1 Construction Documents

The Project Manager is responsible for maturing project design and ultimately completing Construction Documents, leveraging design consultants if applicable. The PM meets with the client to review and coordinate a construction schedule and other logistics.

### 8.1.1 Constructability Reviews

Constructability Reviews are led by the PM for CMAR, DB, DBB, or similar projects. The PM involves relevant members of the project team, including contractors, IT, and Procurement. Documents are reviewed to assess if they are fully understandable, that the drawings match the specifications, and that means and methods of constructing are not suggested, specified, or unreasonable.

## 8.2 Construction Estimate

The construction estimate is the final estimate created before physical constructions starts. The PM, upon receipt of the contractor's pricing, replaces the Budget Estimate's prices with the actual prices provided by the final selected contractor(s). This then becomes the baseline Schedule of Values to which future costs will be compared.

## 8.3 Permitting

Permits will be acquired in accordance with the appropriate regulatory requirements and as outlined in the contract documents<sup>6</sup>.

## 8.4 Quality Management

Quality Management is the processes and procedures used to ensure that project is built to the highest quality and within the expected guidelines. This means designing a project to meet the needs of the Client while meeting budget requirements. Additionally, the quality of the work performed by contractors needs to meet specifications and Client expectations. Refer to the general conditions for quality control services for the contractor, these can be amended via special conditions upon approval.<sup>7</sup>

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<sup>6</sup> Refer to the General & Special Conditions for further instructions

<sup>7</sup> Construction Bid Documents – Section 01400 – Specifications for Quality Control by the Contractor on construction projects

The PM may use the Quality Assessment Checklist (Appendix 8.4) as a guidance to oversee the accepted Quality Control Plan from the Contractor to assure that it is being followed and properly implemented. Defects in the QC program shall be rectified immediately.

## **8.5 Environmental Health and Safety (EHS)**

Safe construction and work sites are essential to the mission of FP&C. The Contractor is responsible for all project related safety issues and to acquire their own safety representative. The Contractor is responsible for compliance with OSHA and other regulatory requirements. The PM is obligated and has the authority to stop work if any unsafe situations are observed, and direct the contractor to resolve the issue prior to restarting work.

# 9 Closeout

Closeout generally takes place when construction is substantially complete. Work should be completed to the Client's satisfaction and the required information is transferred to the end user. It also includes finalizing project documentation and costs.

An effective, efficient, and successful "closeout" of a project starts at the beginning stages of construction and must be closely monitored until post occupancy to ensure that all aspects of the process are completed accurately. This process can help mitigate FP&C's risk with claims, warranties, maintenance, and future renovations.

## 9.1 Construction Closeout

For Small Projects, the PM sends the Contractor a letter documenting the completion date, warranty obligations, etc. The PM puts the project into closed status in the PMIS.

For Large Projects, construction closeout is initiated by the Contractor via a written closeout request to the PM, which certifies the work is substantially complete. As outlined in the General Conditions, Substantial Completion, the PM with support from the design team develops a Punch List (Appendix 9.1a) and sends it to the contractor. The contractor then completes Punch List items, and the PM can utilize the Construction Closeout Checklist (Appendix 9.1b) as a tool. Once the Punch List is complete and the other items required by the contract documents are delivered, the contractor provides notification to the PM.

The PM should review the documentation submitted by the contractor and respond in writing regarding any deficiencies. Once the PM agrees that the Contractor has sufficiently completed the Punch List and the other Closeout Checklist items (e.g., As-Built Drawings, Final Lien Release(s), and O&M Manuals), the PM signs the Closeout Checklist and notify the Contractor that they may submit a final payment application, including request for release of retainage.

## 9.2 Final Pay Request

The PM is responsible for ensuring the contractor provides all the required documentation as outlined in the general conditions, in order to process final payment. These documents include and are not limited to a Waiver and Release of Liens, a Consent of Surety to Final Payment, Verification and Approval from the Department of Labor (DOL) to release final payment.

## 9.3 Project Closeout

The PM is responsible for making sure the project team and contractor (e.g., IT, Procurement, FMO) completes their activities using the Project Closeout Checklist (Appendix 9.3).

## 9.4 Final Project Report

For Large projects, the Project Manager is responsible to file the Final Project Report (Appendix 9.3a & Appendix 9.3b) within 90 days after the end of the warranty period for all board approved projects of more

than \$250k, including new construction, expansion and significant remodel for reuse. The final project report will identify any significant changes in scope, budget, schedule, funding plan, operating cost impact, or other cost considerations since issuance of the construction contract award report, and an explanation of any significant circumstances surrounding project completion or its discontinuance.

For Large Projects, the PM also is responsible for scheduling a workshop with the project team and stakeholders to review the completed Final Project Report and discuss lessons learned<sup>8</sup>. Results of the workshop should be shared with the department.

## **9.5 Project Records Closeout**

The PM is responsible for finalizing the project files within 30 days of the end of the warranty period.

The PM puts the project on hold and/or closes out the project in the PMIS and informs the stakeholders that the project is closed.

## **9.6 Post Occupancy Report**

A Post Occupancy Report (appendix 9.6) shall be filed by the PM not more than 90 days after substantial completion of any board-approved projects of more than \$1.0 million, including new construction, expansion, and significant remodel for reuse.

## **9.7 Componentization Report**

A Componentization Report when required is to be completed by the PM in accordance with the accounting and administrative manual, section 100: accounting and finance, componentization of plant assets no. A-27<sup>9</sup>, for all new construction and major renovations.

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<sup>8</sup> Refer to Section 18 – Lessons Learned

<sup>9</sup> <http://www.alaska.edu/controller/acct-admin-manual/acct-and-finance/>

# Construction Management Process

# 10 Schedule Management

The purpose of the schedule management process is to outline FP&C's approach for managing project schedules. It provides a guideline of schedule management tools that may be used by the project team in order to accurately track and manage project progress. It helps to ensure that the project team has a full understanding of the project phasing, the contractor's means for constructing, and key interfaces. Lastly it assists the project team with identifying risks that may impede progress.

## 10.1 Project schedule

During Initiation, the FP&C Project Team identify and define the project's key durations. For Large Projects, the Project Team should obtain input from applicable internal departments and past projects.

The PM documents these durations in the PAA. For all projects, the durations are updated on an ongoing basis and used to measure project performance. PM should maintain copies of the schedule, and any relevant schedule data in the PMIS

## 10.2 Construction schedule

When required the Construction Schedule will be created and managed by the Contractor. The Contractor will create the schedule in accordance with the contract documents. From planning through execution, the PM is responsible to verify the Contractor complies with the scheduling requirements in the contract documents. The Schedule Management Checklist (Appendix 10.2a) is provided as an optional tool for the PM to use.

On at least a monthly basis or during each coordination meeting, the Contractor meets with the PM to review schedule status and determine the root cause of changes.

On an at least monthly basis or during each coordination meeting, the Contractor meets with the PM to update, or get a report on, progress against baseline in the schedule. This includes Actual Starts, Actuals Finishes, and Activity Progress. The PM or Contractor compares the most recent schedule to the prior schedule and identifies any significant risks or issues (e.g., activities that are progressing slower than expected).

Based on the requirement of the individual contract, the Contractor should also create a look-ahead schedule. Appendix 10.2b is an optional template that can be used for review during each meeting.

Depending on the contract, if the project is behind schedule the PM can request a Recovery Schedule from the contractor. Depending on the cause of the delays, the cost of the Recovery schedule will either be incurred by UAA or the contractor. The Recovery Schedule plan can either be rejected and the schedule end date extended or it can be accepted and the contract price adjusted, if applicable.

# 11 Cost Management

The process of managing the costs of the project includes:

- Align the budget to the scope of the project
- Develop the cost baseline against which overall cost performance will be monitored, measured, controlled and reported
- Act as an early warning system and inform management and appropriate stakeholders of emerging trends for proactive action to be taken
- Manage actual costs as they occur, ensuring all commitments and incurred cost are aligned to the project scope and forecast project cost status
- Ensure timely, accurate, and transparent reporting is undertaken and issued in accordance with the project reporting calendar

## 11.1 Cost forecasting

Cost forecasting is an essential part of project controls. When required Project Managers are responsible for the setup and management of the ongoing monthly forecasting process. Forecasting includes developing cost estimates or forecasts of conditions in the future, based on information and knowledge available at the time of forecast. Forecasting includes considering:

- Committed and/or incurred costs to date
- Actual physical progress and labor hours spent
- Cost of work completed
- Value of known scope to complete
- Value of issued change orders
- Forecasted recoveries
- Potential cost impact of schedule delays
- All changes identified
- Known and potential vendor/contractor claims
- Cost incurred against allowances when applicable (T&M, GMP, etc....)

# 12 Risk Management

This Risk Management policy establishes a guideline and approach for successful management of risks that a project might face during its entire life cycle. Risk management tasks involve proactively identifying and mitigating project risks to facilitate project success. To do so, the following must be considered:

- Recognize that risk will always exist in construction and that the objective of a Risk Management Plan is to minimize its impact.
- Not all risk will be eliminated; while some may be, others will only be mitigated or managed in another way (e.g. transferred).
- Risk should be carried by the party most suitable to do so. However, the transference of the Risk should be equitable and not arbitrary.
- Guidance is needed for the systematic approach to the identification, quantification, and the monitoring/controlling of risk.
- Such will necessitate the development of control documents such as the 'Risk Register'.
- The early evaluation of costs due to risks serve as a foundation to determine project contingency.

## 12.1 Typical Risk Events Worksheet

The Typical Risk Event Worksheet (Appendix 12.2) may be utilized as guidance for common risk events on FP&C projects. The worksheet includes potential responses to be considered to eliminate or reduce the risk impact. If utilized, the worksheet should be reviewed by the PM during development of the Project Request and Project Agreement. The PM should note in the Project Request form if the project has any unusual risks and how key risks identified from the Typical Events Worksheet will be addressed.

## 12.2 Contingency

Contingency is set at both the PA-level and within specific line items. The baseline typical amount of overall contingency is 10%. Contingency can be adjusted based on the risk of that specific project but it must be noted in the estimate.

# 13 Project Communication

Consistent project communication helps keep the Client and project stakeholders informed of the current status of the Project. The Communication Plan (Appendix 13) outlines meetings and reports required during a project's lifecycle.

## 13.1 Coordination Meetings

The Contractor is responsible to schedule and administer coordination meetings throughout progress of the work. The meetings are scheduled Bi-Weekly for Large projects and weekly for Small projects; the meetings may be increased or decreased in frequency as they may seem fit by FP&C. Attendants in the Coordination Meetings may include the Project Superintendent, major Subcontractors and Suppliers; Project Manager, Design Consultants, Client, FNO, IT and others as appropriate to agenda topics for each meeting.

Meeting agendas and minutes are taken by the Contractor and are distributed to project stakeholders. Minutes should be routed to project stakeholders.

### Minimum Agenda to include the following:

- Review minutes of previous meetings
- Review of Work progress
- Field observations, problems and decisions
- Identification of problems which concern planned progress
- Status of progress schedule and adjustments thereto
- Planned progress during succeeding work period
- Coordination of projected progress
- Review of submittals schedule and status of submittals
- Pending changes and substitutions
- Review of off-site fabrication and delivery schedules
- Status of RFI's
- Maintenance of quality and work standards
- Furnish copies of Safety Meeting Reports
- Schedule and coordinate inspections
- Utility interruptions
- Other items affecting or relating to Work
- Section 01 32 00 in the Invitation for Bid package provides more information on this section

Additionally, other stakeholders such as FMO and IT should be extended an invitation to the coordination meetings as appropriate.

## **13.2 FP&C Staff Meetings**

To promote project transparency among FP&C personnel, staff meetings are held regularly to cover the following topics:

- Summary of upcoming events
- Safety discussion
- Project progress
- Summary of activities completed within last two weeks
- Summary of upcoming activities in the next two weeks
- Projects being closed out
- Project risks

Additionally, other stakeholders such as FMO and IT should be extended an invitation to the staff meetings as appropriate. Meetings minutes should be taken and distributed.

## **13.3 Periodic BOR Reports (Construction in Progress Reports)**

On a periodic basis, the Director is responsible to report on construction in progress, providing a status report on all projects that required formal project approval at the board committee responsible for facilities or higher level, and such other projects that are deemed by the System Office Chief Finance Officer to be of particular importance to the Board.

## **13.4 Financial Reports**

On a regular basis, the FM balances funding with the accounting system and prepares a general cost report that shows capital appropriations and a summary of capital accounts.

## **13.5 Annual Reports to BOR and Statewide**

Each December, the FM prepares a Statewide Deferred and Capital R&R report.

Each June, the FM prepares an Expenditure report and any other financial reports to BOR and statewide.

Each June, the FM develops a calculation of recharge rate for the coming year based on the future year cash flow predictions.

# 14 Change Management

Change Order Management is the process used in managing changes to a contract or vendor purchase order, which may involve changes to scope requirements, schedule duration, cost, or means and methods. The purpose of change management is to address change orders in a consistent and efficient manner. All change orders, regardless of driver/source, should be processed in the same manner. The primary strategy in any Change Management Plan should be to; (a) recognize that Change will happen and (b) develop a plan for its minimization, and (c) ensure that the change is merited and accurately priced.

Addressing the following key steps in the Change Order Management process should result in the appropriate level of diligence:

- Change order initiation
- Change order review and approval
- Change order tracking and reporting (through the change order log)
- Change order monitoring and compliance

The PM must stay alert for revised design drawings or changes on shop drawings, which the A/E consultants may make without being aware that additional cost or time are involved. The PM is responsible for reviewing the general conditions for specifications governing the CO process.

## 14.1 Change Initiation

Changes to work may be initiated by the following parties below and may involve changes to the contract amount and/or the schedule:

- Client – Through notifying the PM
- FP&C – Through notifying the Contractor
- Contractor – Through Potential Change Order (PCO); may be triggered based on an RFI, ASI, or other as outlined in the contract documents.
- Architect/Engineer (A/E) Consultant – Through an Architect's Supplemental Instruction (ASI) and notifying the PM

There are numerous causes for a change order, including but not limited to:

- A/E error or omissions

- Scope and design changes
- Unforeseen conditions
- Client requests

FP&C may, at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Contract, including, but not limited to, changes:

— In the specifications (including drawings and designs).

In the method or manner of performance of the Work.

In the Owner-furnished facilities, equipment, materials, services, or job site.

Directing acceleration in the performance of the Work.

For Small Projects, the process begins directly with a Potential Change Order (PCO) supplied by a contractor via email or PMIS to the PM.

For Large Projects, the PCO initiation formalizes the process work flow for the contractor to submit a potential change order in PMIS and attaches its supporting documents for PM review. The Contractor may use their own PCO form to send the request to the PM; there is no specific FP&C form required. The resulting potential change will show up as a pending value against the contract/commitment in the Project Cost Summary in the PMIS.

## 14.2 Change Order Review and Approval

The PM reviews the PCO for approval or rejection with the following evaluation below. The Change Order Review Checklist (Appendix 14.2a) may be used for additional detail:

- Does the PCO contain the following items?
  - Reason for the Change Order
  - Initiating party (designer, owner, or contractor)
  - Scope of work
  - Total cost of work
  - Detailed cost breakdown
  - Schedule impact
- Does the PCO Qualify as Extra Work?
  - Reevaluate the original scope document to ensure that the change scope should not have already been included
- Does the PCO match contract requirement?
  - Is the PCO pricing reasonable?
    - The PM verifies that the Contractor correctly understood the scope of the change, labor hours appear reasonable, the pricing is consistent with RSMeans, or compared to similar work, and documents this evaluation in a Record of Negotiation (RON).

If the PCO is found to be incomplete at any point in time, it is returned to the contractor.

After verification and approval, the PM completes and submits the PMIS CO form and attaches the PCO, Work Order-Project Agreement (WO-PA) form, Record of Negotiation (RON)<sup>12</sup> any budget change information and supporting documents for FM to review.

Upon approval of the FM, the FM evaluates on whether a budget change is required:

- If no budget change is required, the PM deducts the CO amount from the appropriate budget line in the PMIS
- If a budget change is required, then approval from the Director is required. If the change is the lesser of 1) 25% of the total project cost or 2) \$2.5 million, then the CO will require further approval<sup>10</sup>.

To help minimize COs, the PM must keep the following general guidelines in mind:

- Avoid changes to the maximum extent possible.
- Issue several PCO's at one time – group them together into one CO.
- Do not allow contract PCOs to accumulate and go unresolved. All Contract Directives PCOs must be in a Change Order within 30 days.
- If the Client requests a change that is beyond the original scope, additional funding for such must first be obtained before proceeding (e.g. from Client's contingency).
- Avoid issuing a PCO changing a design to solve a problem caused by the contractor. The contractor must submit a solution for approval.
- Avoid issuing a PCO, no matter how small, after the date for Contract Completion. This is particularly critical in situations where the contractor has overrun the end date of a project and has not been granted a time extension.

### **14.3 Change Order Tracking and Reporting**

The PM is responsible for maintaining a change order log as a means of recording and tracking expected change orders on the PMIS. The Change Order Log obtained from the PMIS should include, at a minimum, a brief description, a rough order of magnitude estimate (or requested change amount if received from contractor), and any potential schedule impact (Appendix 14.3).

### **14.4 Change Order Monitoring and Compliance**

During the coordination meetings, change orders and potential change orders should be reviewed by the GC and the PM at a minimum, with the Architect/Engineering consultant (A/E) as appropriate.

The PM should include the designer(s) to review PCOs, where appropriate. The designer(s) should review issues of design feasibility and/or any required re-design when considering incorporating the PCO into the overall project work. For changes determined to be legitimate, the Architect will issue written direction to the PM and contractor by issuing an Architect's Supplemental Instructions (ASI) or responding to the contractor's RFI.

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<sup>10</sup> Refer to Section 7.10 – Project Change Approval

# 15 Procurement

The purpose of this section is to outline FP&C's processes and activities to procure A&E professional services contracts, construction contracts, and commodities and other services. Contracts and procurement activities are provided in accordance with UAA's Procurement Manual, Alaska Statutes 36.30, and the BOR Policy and Regulation 05.06.

## 15.1 Procurement Planning

Procurement planning is a collaborative effort between FP&C and Procurement Services that extends through the life of all projects. During the Planning process described in Section 7, the PM assembles the project team, which initiates involvement of a Construction Contracting Officer. The level of involvement by FP&C and the Procurement Services (as applicable), as well as scheduling and timeline considerations will vary depending on the required procurement process (i.e., small procurement, invitation for bid, request for proposal, etc.), it is important to involve Procurement Services in the Planning process as early as possible.

The Construction Contracting Officer may fully execute procurement activities (solicitations and contracts) with values within his/her delegated signature authority. For any procurement values greater than the Construction Contracting Officer's delegated signature authority, upon approval of the Construction Contracting Officer, the procurement activity is then routed to the Procurement Director for approval.

### 15.1.1 Delivery Strategy

After the project scope and budget have been approved and at the start of the procurement process, FP&C is responsible for identifying the most appropriate project delivery strategy.

The appropriate delivery strategy should take into consideration project characteristics such as scope, size, schedule, and complexity, as well as FP&C's objectives and organizational structure, including availability of resources, level of involvement and expertise, and appetite for shared risks. There are numerous project delivery and contract payment methods available for delivering FP&C projects, each with its own characteristics as well as corresponding strengths and weaknesses.

### 15.1.2 Contract Payment Methods

The compensation methods that FP&C currently recognizes are described below:

- **Lump Sum/Fixed Price** – A lump sum/fixed price contract is between the Owner and Contractor where the Owner agrees to pay the Contractor a specified sum of money for completing a scope of work. Since the fixed price does not have a direct correlation to the Contractor's actual cost, fixed price is best used when the scope of work is clearly defined and quantifiable. Fixed price is the only compensation method allowed when competitive sealed bidding is used. Fixed price allows for simple payment application processing and generally lower risk exposure to the Owner. However, unclear scope or limited competition may lead to numerous change orders. Additional guidance is provided in Procurement Manual.

- **Time and Material (T&M)** – T&M contracts provide for acquiring supplies or services on the basis of: (1) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and (2) materials or expenses at cost. Note, T&M contracts are to be used with discretion when the scope and schedule requirements are highly uncertain. For example, the site characteristics or the design may not be defined well enough, or overall time constraints may prevent a competitive bidding process, or other factors may apply. T&M contracts allow for quick project kick-off, and can handle a stable scope and schedule. However, changes can be costly for long or poorly defined projects. T&M contracts are required to state a ceiling or an estimate that may not be exceeded without Owner approval. Additional guidance is provided in Procurement Manual.
- **Negotiated Rates** – A negotiated rate structure applies to A&E professional contracts only, whereby the Owner agrees to pay the A&E contractor for units completed at a pre-negotiated rate per unit. A negotiated rate structure can be easy to administer and low cost if historical unit costs are known. However, negotiated rates usually cannot be audited and negotiations may take additional time upfront.
- **Guaranteed Maximum Price (GMP)** – GMP contracts provide for the Contractor to be reimbursed for Cost of Work plus a fee that together shall not exceed the pre-established contract ceiling (the GMP). A GMP contract is a hybrid between a fixed price and T&M contract that provides for most of the advantages of both with very few disadvantages. The Owner has the assurance that the cost will not exceed the upper limit, yet can benefit from any savings the contractor achieves. The Contractor is typically required to substantiate all invoiced costs and these costs are also auditable. However, it can take time to negotiate a GMP and the biggest risk to the Owner is an inflated GMP. Additional guidance is provided in Procurement Manual.

### 15.1.3 Project Delivery Method

FP&C currently recognizes the following project delivery methods for A&E professional services contracts, construction contracts, and commodities and other services:

A&E Professional Contracts	
Project Delivery Method	Compensation
<u>A&amp;E Professional Contracts</u> – An agreement between the Owner and an A&E contractor to provide A&E professional services on typically one large project.	— Negotiated Rates
<u>Term Consultant Contracts</u> – Term Consultant contracts are utilized for on-call consultants to provide A&E services under \$175,000 on an as needed basis.	— Lump Sum/Fixed Price (primarily)

Construction contracts	
Project delivery method	Compensation
<u>Design-Build</u> – A design-build contract is where the Owner signs a written contract with a single entity to provide design and construction services. Accountability for the project lies with the Contractor, and typically requires very limited resources or expertise on behalf of the Owner. Design-build is best utilized when the project scope or objectives are clearly defined, and when meeting budget and schedule requirements are critical. However, initial project start-up usually takes longer due to contract details and scope definition, and changes can be costly. Note,	— Lump Sum/Fixed Price

Construction contracts	
design-build is considered an innovation procurement, and has not historically been used for FP&C projects; this delivery method requires additional approval from the Director.	
<u>Design-Bid-Build</u> – The design-bid-build concept is utilized on most FP&C projects. A design-bid-build contract typically involves three sequential phases: (1) Owner hires A&E to prepare construction documents; (2) Documents are used to bid the construction contract; and (3) Contractor is selected. Accountability initially rests with the Owner and is then turned over to the Contractor after contract award. Somewhat limited resources or expertise on behalf of the Owner are required. Design-bid-build is best utilized when the project scope or objectives are clearly defined, and meeting budget and requirements are important. Design-bid-build allows for tight control by the Owner and is usually easier obtain competitive contractor numbers.	— Lump Sum/ Fixed Price
<u>Construction Manager at Risk (CMAR)</u> – A CMAR contract is where a Construction Manager assumes contractual liability for project construction in addition to overseeing any or all phases of the project, including schedule, cost, constructability, project management, etc. A CMAR is typically utilized when the scope or objectives are not well defined at the outset of the project, and when meeting budget and schedule requirements are important. A CMAR contract adds a level of fiduciary control and management, as well as allows for tight financial control. However, an extra layer of management usually comes at extra cost. Note, FP&C has historically used CMAR contracts on larger capital construction projects. CMAR contracts are considered innovative procurement projects; this delivery method requires additional approval from the Director.	— GMP

Commodities & Other Services	
Project Delivery Method	Compensation
Contact the Procurement Officer for details.	

The PM provides the Director his/her recommendation for the best project delivery method for approval.

## 15.2 Procurement Process

There are four primary procurement types utilized by FP&C:

- Small procurements
  - Small dollar (discretionary) purchases
  - Small procurements (includes Request for Proposal)
- Competitive sealed bidding/Invitation for Bid (IFB)
- Request for Proposals (RFP)
- Other procurements
  - Term Consultant procurements

- Term Contractor procurements
- Emergency procurements
- Innovative procurements

The table below summarizes the procurement type by contract and dollar thresholds.

Construction contracts <sup>1</sup>						
<b>\$ Threshold</b>	\$250,000	Up to \$50,000	\$50,001-\$100,000	\$100,001-\$200,000	\$200,001 or more	Emergency Procurement
<b>Procurement Type</b>	Term Contractor	Small Procurement (No competitive proposal required)	Small Procurement (Competition Process required <sup>2</sup> )	Small Procurement RFQ <sup>2</sup>	IFB/RFP	Small Procurement or RFQ
A&E professional services						
<b>\$ Threshold</b>	\$175,000	Up to \$100,000			\$100,000 or more	Emergency Procurement
<b>Procurement Type</b>	Term Consultant	Small Procurement (No competitive proposal required)			RFP	Small Procurement
commodities & other services						
<b>\$ Threshold</b>	Up to \$10,000	\$10,001 – \$100,000			\$100,000 or more	Emergency Procurement
<b>Procurement Type</b>	Small dollar purchases	RFQ <sup>2</sup>			Procurement Dept. RFP/ITB	Small Procurement

<sup>1</sup>Refer to Section 15.2.5 for the Innovative Procurement process.

<sup>2</sup> For contracts \$60,001 to \$200,000 all solicitations and quotes must be written and become part of project file. For contracts \$50,001 to \$60,000 verbal quotes must be documented and become part of the project file.

## 15.2.1 Small Procurements

- 1. Small Dollar (Discretionary) Purchases** – Small Dollar Purchases are subject to simplified and expedited procurement procedures. The Construction Contracting Officer can approve the purchase of commodities, supplies, and services up to \$10,000. Purchases must be made utilizing approved methods (i.e., ProCard up to \$5,000, requisition/purchase orders, blanket purchase orders, etc.). FP&C shall maintain adequate records of small dollar purchase transactions for audit purposes. Additional guidance is provided in the Procurement Manual.
- 2. Small Procurement** – With the exception of small dollar purchases described above, Small Procurement is utilized for the following limits:
  - Construction contracts up to \$200,000 (competitive proposal required for contracts over \$50,000)
  - Verbal quotes for contracts \$50,001 to \$60,000 will be documented with a quote abstract by the PM to become part of the project file
  - Written quotes (RFQ) are required for contracts \$60,001 to \$200,000

- A&E professional contracts up to \$100,000 (no competitive proposal required)
- FP&C may solicit a quote from a contractor without a competitive process for A&E professional services up to \$100,000. Contract approval is required by the Fiscal Officer, FP&C Director, and Procurement Officer.
- Commodities/supplies and other services between \$10,001 and \$100,000 (competitive proposal required)
- The PM submits a supplies/service request and supporting documentation to the Construction Contracting Officer. The Construction Contracting Officer enters the requisition into the Banner system. The Construction Contracting Officer verifies that there is adequate funding. The PM and the Procurement Officer will coordinate, as necessary, to process the request.

## 15.2.2 Request for Quotation (RFQ) for Construction Services

Where a competitive proposal is required, the PM will execute an informal Request for Quotation (RFQ) process.

1. **Request for Quotation:** The PM works with the Administrative Assistant to develop, coordinate, and assemble the RFQ package. The following personnel then review and approve the RFQ package: Fiscal Manager, FP&C Director, and Construction Contracting Officer.
  - For Contracts \$60,001 to \$100,000 FP&C utilizes the Short Form Contract document to solicit quotes.
  - For Contracts \$100,001 to \$200,000 FP&C utilizes a RFQ Package Template (Appendix 15.2.2a) that includes, but is not limited to:
    - Quote Documents
      - *Notice of Request for Quote and Instructions:* Details the quote submission requirements, specified due dates; details related to the pre-bid conference, alternate brand requests, and quotes; evaluation criteria; and other pertinent information.
      - *Quote Form:* A place or form for the insertion of the quote, bidder signature, and listing of required bid submittals.
    - Contract Documents
      - All applicable contract terms and conditions; specifications, delivery or performance schedule; and warranty, bonding, or other security requirements, if any.
      - General Requirements
      - Technical Specifications (if applicable)
      - UAA Project Forms
      - Drawings
2. **Solicitation** – The RFQ is sent to potential vendors electronically. In order to ensure adequate competition, a sufficient number of vendors must be provided the opportunity to respond to the RFQ. For construction contracts between \$100,000 and \$200,000, this is typically three (3) quotes, but no less than two (2). Generally, the level of competition should increase as the dollar value of the RFQ increases. If only a single response is received, the Construction Contracting Officer must complete a Request for Alternative Procurement (RAP) form explaining why additional competition was not available, and must provide a determination that the price is fair and reasonable.

3. **Addendum for RFQ** – Questions from interested vendors are submitted in writing to the email address indicated on the *Notice of Request for Quote*. The PM will coordinate with the appropriate subject matter expert, as required, and prepare a formal response. The Construction Contracting Officer will input the response into the Addendum for RFQ Template (Appendix 15.2.2b). The Construction Contracting Officer and FP&C Director are required to approve the Addendum. Once approved, the PM will email the Addendum to interested vendors.
4. **Submission of Quote** – Quotes must be received at the email address or the office designated on the *Notice of Request for Quote* by the specified due date and time. Depending on the size and scope of work, interested vendors are typically provided 7 to 14 days to submit a response. All solicitations and quotes must be written and become part of the project file. The quote file shall include specifications, response requirements, dates, list of vendors, and a tabulation of all responses. Additional guidance is provided in the Procurement Manual.
5. **Comparison and Evaluation** – The PM reviews and compares all quotes, and the lowest responsive and responsible vendor will be determined. The Construction Contracting Officer in coordination with PM may request supplemental information such as documentation demonstrating satisfactory record of timely performance, experience in performing comparable work, business and technical organization, financial resources, plant availability, Work methodology, and whether the contractor has been terminated on construction work. Failure of the vendor to promptly provide information may be grounds for determination of non-responsibility.
6. **Memorandum of Selection** – The Construction Contracting Officer will prepare an executive summary, or Memorandum of Selection (MOS), for each solicitation file. The MOS concisely describes how the solicitation was conducted and how a decision was made. Refer to the Procurement Manual for additional content requirements.
7. **Notice of Intent to Award (NOITA)** – Within five (5) working days of the Owner’s written identification of the apparent low bidder in a MOS, the Construction Contracting Officer will request that the selected bidder furnish a list of subcontractors it proposes to use, and copies of its valid Alaska Business License and Contractor’s Registration by the fifth working day following receipt of written notice. Failure to supply the information required within the specified time shall be grounds for declaring the low apparent bid non - responsive. Reference the Instructions in the RFQ Package Example Template (Appendix 15.2.2a) for additional detail regarding submittal requirements.
8. **Award of Contract** – The lowest responsive and responsible vendor will be issued a Notice of Award, if at all, within 30 calendar days after the quotes are due, or within such extended period of time as agreed in writing between the Owner, the vendor concerned, and its surety.
9. **Execution of Contract** – The contract must be signed by the vendor whose quote is identified as the apparent lowest quote, and returned within five (5) calendar days of the vendor's receipt of written Notice-of-Intent-to-Award-a-Contract, together with a payment bond and performance bond (if required), on forms provided by the Owner and certificates of insurance showing the different types, coverage, and limits, as required.

### 15.2.3 Competitive Sealed Bidding/Invitation for Bid (IFB)

Competitive sealed bidding in the form of an Invitation for Bid (IFB) is utilized for the following limits:

- Construction contracts \$200,001 or more
- Commodities/supplies and other services \$100,001 or more – Contract Procurement Services

IFB is the preferred method for procurement of services and supplies when there is not a substantial need for comparative evaluation, discussions, or negotiations. The IFB Bid Package Signature Page Template (Appendix 15.2.3a) is utilized by the PM to track key approvals and steps in the IFB process. Refer to the

Procurement Manual, BOR Policy 05.06, and AS 36.30 for additional requirement details. A summary of these requirements have been outlined below.

- 1. Invitation for Bid** – The PM works with the Construction Contracting Officer and Administrative Staff to develop, coordinate, and assemble the IFB package. The following personnel review and approve the IFB package before public notice: PM, Fiscal Manager, FP&C Director, and Construction Contracting Officer.

FP&C utilizes the IFB Bid Package Template (Appendix 15.2.3b) that includes, but is not limited to:

- Bid Documents
    - *Notice of Invitation for Bids and Instructions to Bidders*: Details the bid submission requirements, the bid opening date and time, the address of the office bids should be delivered or mailed to, the minimum time for bid acceptance by UAA, pre-bid conference date and time (if applicable), evaluation criteria, protest requirements, the basis for the award, and other pertinent information.
    - *Bid Form*: A place or form for the insertion of the bid price, bidder signature, and listing of required bid submittals.
  - Contract Documents
    - All applicable contract terms and conditions; specifications, delivery or performance schedule; and warranty, bonding, or other security requirements, if any.
  - General Requirements (Division 1)
  - Technical Specifications
  - Drawings
- 2. Public Notice** – The Administrative Staff prepares a public notice of solicitation. The notice must be issued or posted at least 21 calendars days from the date of issuance until the deadline for submittal. Formal solicitations must be publicized in the Alaska Online Public Notice System (as required by AS 36.30.130) and by one or more of the following methods:
    - *AEPlans* website, or current construction document distributor
    - FP&C website
  - 3. Pre-bid Conference** – Based on the size, scope, and complexity of the project, the PM will determine whether a pre-bid conference will be held. Pre-bid conference details, including the time and place, will be described in the *Notice of Invitation for Bid*. During the pre-bid conference, the PM or designee will explain the requirements of the solicitation to interested bidders. The pre-bid conference is typically attended by the Owner, principal consultants, the Architect, and interested bidders. Interested bidders are invited to comment on the bid documents and raise questions. If deemed necessary by the Owner, an addendum to the bid documents will be issued reflecting conclusions resulting from the conference. Additional guidance is provided in the Procurement Manual.
  - 4. Addendum for IFB** – Questions from interested bidders are submitted in writing to the email address as indicated on the *Notice of Invitation for Bids*. The Construction Contracting Officer forwards the questions to the PM, subject matter expert, Architect, etc., for formal response. The PM prepares the response and forwards it to the Construction Contracting Officer to input in the Addendum for IFB Template (Appendix 15.2.3c). The Construction Contracting Officer and FP&C Director are required to approve the addendum. Once approved, the Construction Contracting Officer will post the addendum to the *AEPlans* website. Bidders must acknowledge receipt of all addenda on the *Bid Form*.

- 5. Bid Opening** – The Administrative Assistant accepts the bids until the bid due date and time specified on the IFB package. As received, each bid must be time-stamped, initialed by the receiver upon receipt, and stored unopened in a secure place. Bids will be opened in public, read aloud, and recorded at the time set for opening in the Bid Tabulation Template (Appendix 15.2.3d). Bids may be inspected by bidders and others having legitimate interest, as determined by the Owner, only after Notice of Intent to Award (NOITA) has been issued. Late bids will not be considered. Additional guidance is provided in the Procurement Manual and AS 36.30.140.
- 6. Modifications or Withdrawal of Bids** – Bids may be modified or withdrawn by written notice in the office designated in the IFB prior to the time and date set for bid opening. The signature of the same person who signed the sealed bid form is required on the modification or withdrawal. Refer to Procurement Manual and AS 36.30.160 for additional details regarding late bids, modifications, corrections, and withdrawals.
- 7. Bid Acceptance and Evaluation** – The contract is awarded to the lowest responsive and responsible bidder. The requirements and criteria that will be used to determine the lowest responsive bidder are set forth in the IFB package.  
In the event that only a single responsive, responsible bid is received, the Construction Contracting Officer may proceed with the award if he/she determines that:
- The bid price is fair and reasonable
  - Sufficient advertising or other public notice was provided
  - Award is considered in the best interest of UAA
- However, if the single responsive bid is not considered fair and reasonable, there is not an immediate need, and it is likely that a new solicitation would increase the number of bids, then the IFB should either be cancelled or a new solicitation process should be conducted. Refer to the Procurement Manual for additional details.
- 8. Memorandum of Selection** – The Construction Contracting Officer will prepare an executive summary, or Memorandum of Selection (MOS), for each solicitation file. The MOS concisely describes how the solicitation was conducted and how a decision was made. Refer to the Procurement Manual for additional content requirements.
- 9. Notice of Intent to Award (NOITA)** – Within five (5) working days of the Owner’s written identification of the apparent low bidder in a MOS, the Construction Contracting Officer will request that the selected bidder furnish a list of subcontractors it proposes to use, and copies of its valid Alaska Business License and Contractor’s Registration by the fifth working day following receipt of written notice. Failure to supply the information required within the specified time shall be grounds for declaring the low apparent bid non - responsive. Reference the Instructions to Bidders in the IFB Bid Package Example Template (Appendix 15.2.3b) for additional detail regarding submittal requirements.
- The NOITA may be issued simultaneously with identification of the low apparent bidder for purposes of requesting the subcontractors list described above. However, the NOITA does not constitute a formal award nor a notice to proceed of any work. Refer to the Procurement Manual for additional details, including circumstances in which an NOITA may be waived.
- 10. Award of Contract** – The lowest responsive and responsible bidder will be issued a Notice - of - Award, if at all, within 30 calendar days after the opening of bids, or within such extended period of time as agreed in writing between the Owner, the bidder concerned, and its surety.
- 11. Execution of Contract** –The contract must be signed by the selected bidder within 10 calendar days of the contractor’s receipt of written NOITA, together with a payment bond and performance bond, on

forms provided by the Owner and certificates of insurance showing the different types, coverage, and limits, as required.

## 15.2.4 Request for Proposal (RFP)

The Request for Proposal process is utilized for the following limits:

- Innovative Procurement construction services contracts \$200,001 or more
- A&E professional services contracts \$100,001 or more
- Commodities/supplies and other services \$100,001 or more – Contact Procurement Services

Unlike the RFQ and IFB processes, the RFP process permits discussions with interested proposers and may allow changes in the proposer's price after proposals are opened. This allows for the award of contract to be based on comparative and qualitative evaluations, negotiations, and Best and Final offers. Therefore, RFP is the preferred method when the primary consideration in determining award is not price alone. Rather evaluation factors are qualitative and involve consideration of quality, technical, and professional abilities as well as the experience or expertise of the proposers.

The RFP Package Signature Page Template (Appendix 15.2.4a) utilized by the PM to track key approvals and steps in the RFP process. Refer to the Procurement Manual, BOR Policy 05.06, and AS 36.30 for additional requirement details. A summary of these requirements have been outlined below.

1. **Request for Proposal** – The PM works with the Construction Contracting Officer and Administrative Staff to develop, coordinate, and assemble the RFP package. The following personnel review and approve the RFP package before public notice: PM, Fiscal Manager, FP&C Director, and Construction Contracting Officer.

FP&C utilizes a RFP Package Template (Appendix 15.2.4b) that includes, but is not limited to:

- RFP Documents: Details the proposal submission requirements (including format and content), proposal due date and time, the address of the office proposals should be delivered or mailed to, how questions are to be submitted, evaluation criteria (preliminary evaluation and interviews), project background and scope of work, and other pertinent information.
  - Contract Documents: All applicable contract terms and conditions; specifications, delivery or performance schedule; insurance requirements; billing form template; and schedule of reimbursable expenses and fees templates.
2. **Public Notice** – Public notice requirements for RFPs are the same as for IFBs. See Section 15.2.3.
  3. **Addendum for RFP** – Questions from interested proposers are submitted in writing to the FP&C email address indicated on the *RFP*. The Administrative Assistant forwards the questions to the PM, subject matter expert, Architect, etc., for formal response. The PM will coordinate with the appropriate subject matter expert, as required, and prepare a formal response. The Construction Contracting Officer will input the response into the Addendum for RFP Template (Appendix 15.2.4c). The Construction Contracting Officer and FP&C Director are required to approve the addendum. Once approved, the Construction Contracting Officer will post the addendum to the *AEPlans* website. Proposers must acknowledge receipt of all addenda on the designated form in their proposal.
  4. **Receipt, Opening and Recording of Proposal** – The Administrative Staff accepts the proposals until the proposal closing date and time specified on the RFP package. Receipt, opening, and recording of proposals is conducted in the same manner as for competitive bid openings (See Section 15.2.3.), except that:
    - Unsealing of proposals shall not be conducted in public.
    - An abstract shall not be provided until the NOITA is issued.

- The names of those who did or did not submit offers, and even the number of offers submitted shall not be disclosed until the NOITA is issued.

Refer to the Procurement Manual and AS 36.30.320 for additional details.

- 5. Modifications or Withdrawal of Proposals** – Modifications or withdrawal requirements for RFPs are the same as for IFBs. See Section 15.2.3.
- 6. Preliminary Evaluation** – For RFP procurements, a Selection Committee is formed when the RFP package is being developed. The Selection Committee typically consists of three (3) to five (5) members including project managers and the user group. The Construction Contracting Officer, or designee, is responsible for: ensuring that the solicitation process and award are fair and in compliance with all applicable laws and regulations; overseeing the deliberation process; ensuring that evaluators are properly instructed; and ensuring that scoring is accurate and in accordance with solicitation requirements.

The Selection Committee will conduct an Evaluation of all proposals based on the criteria set forth in the RFP package (i.e., RFP Consultant Selection Rating Guide & Score Sheet). All proposals will be ranked in order by score results. If one proposal is clearly superior to all others, the PM and Construction Contracting Officer may make the determination to terminate the selection process at this point. If the Preliminary Evaluation indicates additional information is required in order to establish a final order of ranking, then interviews will be held.

- 7. Interviews** – Only top ranked proposers may be invited to interview; three (3) firms at the most, whenever possible. In the event of close preliminary ratings, more proposers may be invited to interview. Interview evaluation will be based on the criteria set forth in the RFP package (i.e., RFP Consultant Selection Rating Guide & Score Sheet). The interview format typically consists of 20 minutes for the proposer's presentation and 10 minutes for questions from the Selection Committee. Evaluators may adjust their Preliminary Evaluation score based interview presentations. The adjusted score will be used in the selection process.
- 8. Memorandum of Selection** – The Construction Contracting Officer will prepare an executive summary, or Memorandum of Selection (MOS), for each solicitation file. The MOS shall include a brief narrative of the evaluation criteria, the process of evaluation including the methodology and chronology, and a listing of the resulting evaluation scores, including a brief statement of the salient facts that led to the final selection, particularly when the successful proposer is not the highest technically ranked or the lowest cost offer.
- 9. Notice of Intent to Award (NOITA)** – The NOITA requirements for RFPs are the same as for IFBs. See Section 15.2.3.

An interested party may request a debriefing by the Construction Contracting Officer at any time after the NOITA has been issued, in order to discuss the proposer's score. At this point, the RFP files are public documents and are open for inspection and review, subject to any confidential information requirements.

- 10. Award of Contract** – The selected proposer will be issued a Notice-of-Award, if at all, within 30 calendar days after the opening of proposals, or within such extended period of time as agreed in writing between the Owner and the proposer.
- 11. Execution of Contract** – The contract must be signed by the selected proposer within 10 calendar days of the Contractor's receipt of written NOITA, together with forms provided by the Owner and certificates of insurance showing the different types, coverage, and limits, as required.

Refer to Appendix 15W - Procurement Flowchart for Construction Solicitation >\$200,000 or A/E Solicitation >\$100,000.

## 15.2.5 Other Procurements

Other procurement processes may be utilized under specific circumstances as described below:

1. **Term Consultants** – Term Consultant contracts are utilized for on-call consultants to provide A&E professional services under \$175,000 on an as needed basis. FP&C maintains a list of prequalified Term Consultants that have been selected through the RFP process with contracts up to 36 months, for the purpose of providing on-call services on small projects. Work will be distributed among the members of the pool in an equitable manner. However, circumstances may require the selection of a firm with specific expertise.

For solicitation of a Term Consultant, the PM prepares the solicitation documentation and requests that, at a minimum, interested firms submit the following:

- Location of business
- Copy of valid Alaska business license
- Copy of professional registration for firm
- State which discipline they are interested in
- Evidence of ability to obtain necessary insurance for contracts (Appendix 15.2.5a)
- Federal Forms #254 (Appendix 15.2.5b) and #255 (Appendix 15.2.5c)

Once the Construction Contracting Officer receives all submissions, the FP&C Evaluation Committee evaluates the responses utilizing a Score Sheet (Appendix 15.2.5d) and based on the criteria identified in the basis of award and evaluation defined in the solicitation documentation.

2. **Term Contractor** – A Term Contractor is utilized to provide general construction services under \$250,000 on an as needed basis. A Term Contractor is selected through a competitive solicitation process and has a contract duration of generally three (3) to five (5) years. Term Contractor task orders require the approval of the Fiscal Officer, PM, FP&C Director, and Construction Contracting Officer.
3. **Emergency Procurements** – The emergency procurement process may be utilized if immediate action is necessary to protect the public health, welfare, safety, or public or private property. Emergency procurement shall be made with competition that is practical under the circumstances. If practical, approval by a Construction Contracting Officer must be obtained before an emergency procurement of \$25,000 or more for good and services and \$50,001 or more for construction services is made. Refer to the Procurement Manual for additional details.
4. **Innovative Procurements** – There may be occasions where the standard procurement procedures are not sufficient to allow the acquisition of goods or services of an unusual nature to meet the University's needs. The innovative procurement method, which requires the approval of the Chief Procurement Officer, expands on the standard procurement methods to allow such innovation as is necessary to meet the University's need within the bounds of law, and good business, and procurement practices. Additional guidance is provided in the Procurement Manual.

FP&C will request an innovative procurement for CMAR or design-build contracts, in which case proposals for a contractor are intended to be solicited prior to requesting Schematic Design Approval. The following provides clarification for innovative procurements under the current BOR Policy:

- Preliminary Project Approval: See Section 7.5.
- Chief Procurement Officer Approval: Seek approval from the Chief Procurement Officer for using the innovative procurement method.
- Formal Project Approval: Inform the BOR of the intent to use an innovative procurement method for a CMAR or other contract. Approval of the Formal Project Approval represents the Board's concurrence with the use of an innovative procurement method. A Project Agreement must be executed and submitted.
- RFP and Evaluation Committee:
  - The RFP will be developed by the PM and the Construction Contracting Officer, and submitted with a copy of the Formal Project Approval (or Schematic Design Approval) to the Chief Procurement Officer for approval.
  - The Evaluation Committee will consist of a minimum of five (5) voting members:
    - PM
    - One (1) or two (2) user group representatives (as appropriate)
    - A procurement professional not associated with UAA
    - One (1) or more open seats, which may not be filled by UAA Facilities staff (a minimum of one (1) open seat must be filled by a professional outside the university system). This category may include facilities planning, design, and construction staff working for other state or local agencies.
  - The PM will be responsible for instructing the Evaluation Committee and preparing a Record of Evaluation / Selection. The Record of Evaluation / Selection will document final selection decision-making by the Evaluation Committee.
  - The Record of Evaluation / Selection, including score sheets, will be approved by the Construction Contracting Officer and FP&C Director, then submitted to the Chief Procurement Officer for concurrence prior to award of the contract.
  - If approved, inform the Facilities and Land Management Committee of contractor selection in the next monthly construction-in-progress report.
- Schematic Design Approval:
  - Inform the BOR regarding intent to continue use of CMAR contractor, and request permission to enter negotiation for GMP portion of CMAR contract, if appropriate. Any variance from the Project Agreement must be noted in an amendment executed by the original parties to the Project Agreement and submitted with the Schematic Design Approval request.
  - Changes to the project scope, budget, or schedule during design and construction document development must be reported to the Chief Financial Officer (CFO). If required by BOR policy, the CFO will submit the report to the appropriate BOR structure.
- Pre-bid Report: Inform the CFO after GMP negotiations and prior to award of construction contract, regardless of whether or not there is any material change. Pre-bid report shall describe salient points and outcomes of negotiations, noting any changes or impacts on project scope, quality of construction, schedule, budget, estimated annual operating costs, or modifications to building systems.
- Award Report: Same as current policy.
- On-going Project Management: The PM will submit to the Chief Procurement Officer the scope and cost details of any anticipated change orders exceeding 5% of the Owner's

contingency prior to award of change order. No agreements for additions to or deductions from the contract may be made outside the change order process.

- Construction-in-Progress Reports: The PM will submit a report in accordance with the approved format each month during the construction phase of the contract.
- Final Report: No changes from the current board policy.

## 15.3 Contract Approval Process

To execute a contract, the following signature process must be followed:

1. The PM reviews the contract for completion and approves the contract.
2. The Contractor/Consultant then reviews and approves the contract.
3. The Fiscal Officer reviews and approves the contract and prepares a Purchase Order in Banner.
4. The Construction Contracting Officer may fully execute contracts with values within his/her delegated signature authority.
5. For any contracts with values greater than the Construction Contracting Officer's delegated signature authority, upon approval of the Construction Contracting Officer, the contract is then routed to the Procurement Director and the FP&C Director for approval.

## 15.4 Contract Administration

The PM is responsible for ensuring that the designer's and contractor's contracts are adhered to. In addition, the PM is responsible for maintaining and retaining all contract record documents including any contract modifications, amendments, or change orders on the PMIS.

The Fiscal Officer is responsible for maintaining the accounting records and coordinating with Accounts Payable.

# 16 Payment Processing

## 16.1 Payment Application Process<sup>11</sup>

During the course of construction projects, general contractors are permitted to periodically submit progress payments to FP&C for work that has been completed.

The Payment Application Process enables the routing of pay applications from the general contractor to the PM, FM, Director and AP for review and processing.

The contractor completes and submits the Pay Application in PMIS and attaches its supporting documents in accordance with the contract documents.

1. The PM reviews and approves or rejects the pay application per the 'Periodic Payment to Contractor' terms in the General Conditions and per the pay application review checklist.
  - a. For the first contractor payment, the PM should review the first pay application by completing the First Pay Application Review Checklist (Appendix 16.1a), review the Pay Application Review Checklist (Appendix 16.1b) for ongoing pay applications, and the Final Pay Application Review Checklist (Appendix 16.1c) for the final pay application.
2. The PM then approves the pay application on the PMIS and attaches the completed checklist as supporting document. For large projects, the PM has the option to send it to the Architect for review.
3. Once approved by the PM, the Fiscal Officer reviews & approves the pay application by utilizing the same checklist. The FM should subjectively select 5 items of his/her choice from that checklist to review and approve.
4. The FM then approves the pay application on the PMIS and attaches the completed checklist as supporting document.
5. Once approved by the FM, the Director approves or rejects the pay application.
6. Once approved by the Director, The FM prints the pay application packet for Accounts Payable review.
7. Accounts Payable processes the payment upon review and approval.

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<sup>11</sup> Refer to Appendix 16.1W – Pay Application Management Workflow

The draft payment application, including any A/E review comments, approved payment application, and any documented conversations between a FP&C party and the GC in arriving at the approved payment should be retained to the project folder on the PMIS each month.

# 17 Document Management

## 17.1 Request for Information (RFI)

Requests for Information (RFI) (Appendix 17.1) are used by contractors to obtain additional information on the interpretation of a detail, specification, or note on the construction drawings, or to secure a documented directive or clarification from the Project Manager, Architect or Client that is needed to continue work.

### *RFI Workflow:*

The steps below detail the standard RFI workflow used on all FP&C projects:

- The PM or contractor initiates the RFI process in PMIS. The PM or contractor inputs the requested information and the suggested workaround or solution, and attaches any supporting documentation. If the RFI is initiated by the GC, the PM receives a notification e-mail indicating that the RFI has been started.

The RFI is routed to the architect for review and response. The architect provides a response and indicates any schedule or cost impacts. The architect may request clarification from the contractor or PM regarding the RFI. The contractor or PM revise and resubmit the RFI to the architect.

Once the architect submits his or her response, the RFI is routed to the contractor for review. The contractor requests revisions from the architect, if needed. If the response from the architect is sufficient, the RFI is closed and the process is finished.

## 17.2 Submittals

Submittals can include shop drawings, material data, samples, product data, and are outlined in the contract documents. They are required for the owner and designers to verify that the correct products and quantities will be installed on the project. Contractors are responsible for the submission of submittals and the PM (and Architect upon request) is responsible for verification.

Where required in the contract, the Contractor shall submit a schedule of proposed Submittals for the PM's information within thirty (30) days after receipt of written Notice-of-Award. The schedule shall detail the specification section or location on plans, quantity, description, and estimated dates of each proposed Submittal and the latest date by which the Contractor must receive favorable PM's review in order to meet the scheduled completion date. These can be transmitted by email, postal delivery, or hand delivery. Some items like large samples or mock-ups may not be able to be delivered. In this case, the contractor should provide written notification that the item is ready to be reviewed at a specified location. This

schedule shall be coordinated with the Project schedule for completion. In no case shall the Contractor's Submittal schedule allow less than fourteen (14) days for the PM's review.

The required submittals and submittal procedures are identified in the contract documents.

*Submittal Workflow:*

The steps below detail the standard submittal workflow used on FP&C projects that require submittals:

1. The contractor completes the Submittal in the PMIS and includes all relevant backup information for verification and submits it to the PM.
2. The PM reviews the submittal to assess if it matches the transmittal, specification number, and item specified.
  - a. If items are missing, the submittal is returned to the contractor for correction.
  - b. If the submittal is complete, the PM enters the submittal into the PMIS. The PM may route the submittal information to the Architect as an option.
3. The PM and/or the Architect reviews and accepts or rejects the submittal. The reviewer must provide an explanation if the submittal is rejected.
4. The PM enters the information into the PMIS and forwards the Submittal to the contractor.
  - a. If rejected, the contractor provides a new submittal with corrections, and the process starts over.
  - b. Once the Submittal is complete, the Contractor closes it on the PMIS.
  - c. The Contractor also often prints and keeps a hard copy on site as a reference.

## **17.3 Correspondence**

All FP&C personnel are responsible for documenting key project correspondence in the PMIS. Examples of key project correspondence include scope decisions, direction of work, notification of unforeseen conditions, notification of deficiencies, or weather delays.

# 18 Lessons Learned

## 18.1 Project Lessons Learned

When required, the PM is responsible for maintaining lessons learned through the life of a project and documenting those lessons learned on the Final Project Report.

For CMAR or similar projects, or at the direction of the Director, the PM should maintain an ongoing list of lessons learned throughout the project in the Project Lessons Learned Template (Appendix 18.1). These lessons learned are identified throughout the project and may originate from any project team member. The PM documents the information in a Project Lessons Learned form available on the PMIS.

The log includes a lesson learned assessment of the following areas:

- Project team organization
- Scope definition
- Contract Strategy (Project Delivery Method)
- Design
- Changes
- Procurement
- Construction
- Safety
- Commissioning
- Risk management
- Asset Management Handover
- Any other areas as appropriate to the project

Following completion of the project, a final facilitated Lessons Learned workshop is held with project team members and key stakeholders. During the final Lessons Learned workshop, the PM collects and documents project processes that worked well, along with those that require improvement on future projects in the Workshop Projects Lessons Learned Template (Appendix 18.2). The PM opens for discussion and documents whether the overall objectives of the project were achieved.

The lessons learned workshop of the post-project reviews should include questions such as:

- What worked well—or did not work well—either for this project or for the project team?
- What needs to be repeated or done differently?
- What surprises did the team encounter?
- What project circumstances were not anticipated?
- Were the project goals attained? If not, what changes need to be made to meet goals in the future?

# 19 Terms and Descriptions

**Baseline** – An approved time phased plan that serves as a metric against which actual performance is measured during the course of project execution. It is a quantitative representation of the project scope, schedule, and cost against which the status of resources and progress can be measured.

**Certificate of Occupancy (C of O)**: A document issued by the Authority Having Jurisdiction (AHJ) certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.

**Certificate of Substantial Completion**: A document issued by the project architect certifying that the work is sufficiently complete in accordance with the contract documents and has been agreed upon by FP&C.

**Change Order (CO)** – A formal instruction issued by the owner to approve a compilation of previously approved potential COs that amend the contract documents and allow for the cost to be invoiced.

**Construction Costs**: Construction costs are all costs charged by the General Contractor to perform the construction of the improvements including insurance, bond, and general conditions referenced herein in this document.

**Contingency**: An amount added to an estimate to allow for items, conditions, or events for which the state, occurrence, or effect is uncertain and that experience shows will likely result, in aggregate, in additional costs. Typically, contingency is estimated using risk analysis or judgment based on past asset or project experience.

**Contractor/Administration Closeout**: A step within FP&C's closeout process where the PM receives and transmits the contractor's closeout package (As-Builts, O&Ms, Warrantees/Guarantees, etc.). In most instances, this information is passed along to the project architect for approval prior to distributing to the Client and FMO for record.

**Design Costs**: Design costs are design consultant fees required to complete the delivery of the space to the end user. Examples of design costs are architectural and engineers' fees, interior design fees, expenses, and estimating and scheduling fees.

**Escalation**: Provision in actual or estimated costs for inflation increases in the costs of equipment, labor, and so on, over those specified in an original contract.

**Furniture, Fixtures, and Equipment (FF&E):** Some examples of FF&E are loose furniture, desks, chairs, shelving, decorative lighting, artwork, equipment, and signage.

**Guaranteed Maximum Price (GMP)** – A cost-type contract where the contractor is compensated for actual Cost of Work plus a fee which together shall not exceed the pre-established contract ceiling (the GMP).

**Lump Sum/Fixed Price** – A lump sum/fixed price contract is between the Owner and Contractor where the Owner agrees to pay the Contractor a specified sum of money for completing a scope of work. Since the fixed price does not have a direct correlation to the Contractor's actual cost, fixed price is best used when the scope of work is clearly defined and quantifiable. Fixed price is the only compensation method allowed when competitive sealed bidding is used. Fixed price allows for simple payment application processing and generally lower risk exposure to the Owner.

**Potential Change Order (PCO)** – A formal request made by the PM or contractor regarding potential cost and/or schedule changes to the contractor's contract, including work directives previously issued.

**Project Cost Summary** – A form within e-Builder that outlines the costs associated with the execution of the project.

**Project Costs:** Project costs are all costs other than construction costs that are budgeted by FD&C to complete the delivery of the space to the customer and end user.

**Project Delivery Strategy** – Contractual arrangement between owner, contractors, and consultants that establishes method of execution for a project.

**Project Risk** – The combination of the probability of an uncertain event and its consequences on a construction project is defined as project risk. A positive consequence presents an opportunity and a negative consequence poses a threat.

**Project Scope** – The work that must be performed to deliver a new facility, renovate an existing facility, or any other maintenance services.

**Project Scope Checklist** – A document that confirms PM consideration of various elements typically associated with scope development.

**Punch list:** A record of incomplete or unsatisfactory construction items covered by a contract, usually prepared by a project architect or engineer before certifying project completion.

**Request for Information (RFI)** – A formal request made to owner or consultant intended to provide further detail on a specification, method, or owner intent.

**Request for Proposal (RFP)** – An RFP is issued at an early stage in the contractor procurement process, where an invitation is presented to prequalified contractors, often through a bidding process, to submit a proposal on a specific scope of work or project. The RFP process brings structure to the procurement decision and is meant to allow the risks and benefits to be identified clearly up front. The RFP may dictate to varying degrees the exact structure and format of the Contractors response.

**Request for Qualification (RFQ)** – The RFQ is utilized to solicit qualifications, services, and proposals from designers. The qualifications package submitted includes a listing of the Design Team proposed along with qualifying information and design fees. After evaluating the RFQ, the list of potential designers/consultants is narrowed to a "short list" and interviews are requested to select the Design

Team. During the interview process, the Design Team has the opportunity to refine the scope of work and identify alternate approaches the owner/customer had not previously recognized or identified.

**Time and Material (T&M)** – T&M contracts provide for acquiring supplies or services on the basis of: (1) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and (2) materials or expenses at cost. T&M contracts are often utilized when the scope and schedule requirements are highly uncertain. For example, the site characteristics or the design may not be defined well enough, or overall time constraints may prevent a competitive bidding process, or other factors may apply. T&M contracts allow for quick project kick-off, and can handle a stable scope and schedule. However, changes can be costly for long or poorly defined projects. T&M contracts are required to state a ceiling or an estimate that may not be exceeded without Owner approval.

**Total Project Cost:** Total project cost is the sum of construction costs and all other related project costs, including escalation and contingency.

**Unforeseen Conditions** – Unanticipated or unexpected circumstance or situation that affects the final price and/or completion time of a contract or project.

**Value Engineering (VE)** –VE is a systematic method to improve the “value” of goods or products and services by using an examination of function. Value, as defined, is the ratio of function to cost. Value can therefore be increased by either improving the function or reducing the cost.

# 20 Appendix List

The templates and checklists in the Appendix are not a requirement of these policies and procedures; they serve as optional tools for FP&C personnel and facilitate consistent and efficient documentation throughout the project lifecycle.

Appendix	Title	Applicable phases				No change	Modifying	Creating
		Initiation	Planning	Execution	Closeout			
<b>1</b>	<b>Introduction</b>							
1.3	PPM Revisions Tracking Form	X	X	X	X			X
<b>3</b>	<b>Roles and Responsibilities</b>							
3a	Project Responsibility Matrix	X	X	X	X			X
<b>4</b>	<b>Portfolio Process</b>							
4.1.1	10 Year Capital Planning Request List Template	X				X		
4.5	Master Planning Workflow	X						X
<b>6</b>	<b>Initiation</b>							
6.1a	Project Request	X				X		
6.1W	Project Request Workflow	X						X
<b>7</b>	<b>Planning</b>							
7.3	Design Assessment Checklist		X					X
7.4a	Project Budget Template		X			X		
7.4b	Preparation of Project Budget Guideline		X				X	
7.9	Value Engineering Log Template		X	X				X
<b>8</b>	<b>Execution</b>							
8.4	Quality Assessment Checklists			X				X
<b>9</b>	<b>Closeout Procedures</b>							
9.1a	Punchlist Template				X			X
9.1b	Construction Closeout Checklist Template				X			X

Appendix	Title	Applicable phases				No change	Modifying	Creating
		Initiation	Planning	Execution	Closeout			
9.1c	Certificate of Substantial Completion				X	X		
9.3	Project Closeout Checklist				X		X	
9.6	Post Occupancy Report Template				X	X		
<b>10</b>	<b>Scheduling Management</b>							
10.2a	Schedule Management Checklist						X	
10.2b	Two Week Look-Ahead Schedule Template						X	
<b>12</b>	<b>Risk Management</b>							
12.2	Project Risk Management Typical Events Template	X	X	X	X		X	
<b>13</b>	<b>Project Communication</b>							
13	Communication Plan	X	X	X	X		X	
<b>14</b>	<b>Change Management</b>							
14W	Change Management Workflow		X	X	X		X	
14.2a	Change Order Review Checklist		X	X	X		X	
<b>15</b>	<b>Procurement</b>							
15W	Procurement Management		X	X			X	
15.2.2b	RFQ Addendum Master		X			X		
15.2.3a	Bid Package Signature Page		X			X		
15.2.3b	Bid Package Template Example		X			X		
15.2.3c	Addendum for IFB – Master		X			X		
15.2.3d	Bid Tabulation Template		X			X		
15.2.4a	RFP Package Signature Page		X			X		
15.2.4b	RFP Template Example		X			X		
15.2.4c	Addendum for RFP – Master		X			X		
15.2.5a	Insurance Checklist		X			X		
15.2.5b	Form 254		X			X		
15.2.5c	Form 255		X			X		
15.2.5d	Term Consultant Preliminary Score Sheet		X			X		
<b>16</b>	<b>Payment Processing</b>							
16.1a	First Payment Application Review Checklist			X	X		X	
16.1b	Progress Payment Application Review Checklist			X	X		X	

Appendix	Title	Applicable phases				No change	Modifying	Creating
		Initiation	Planning	Execution	Closeout			
16.1c	Final Payment Application Review Checklist			X	X			X
16.1W	Pay Application Management Workflow			X	X			X
16.1d	GC Waiver of Lien Rights and Indemnification			X	X	X		
16.1e	Subs Waiver of Lien Rights and Indemnification			X	X	X		
<b>17</b>	<b>Document Management</b>							
17	RFI Template			X		X		
17.2a	Submittal Summary Sheet Template			X		X		
17.2b	Transmittal of Submittals Template			X		X		
17.2c	Shop Drawing/Submittal Log Sheet			X		X		
<b>18</b>	<b>Lessons Learned</b>							
18.1	Project Lessons Learned	X	X	X	X			X
18.2	Workshop Project Lessons Learned				X			X
<b>A</b>	<b>Recommended Leading Practices for P&amp;P Manual</b>							
A.1	Recommended Leading Practices for P&P Manual	X	X	X	X			X





**Appendix 3a  
Facilities Planning & Construction Department  
(FP&C)**

Draft V1.0  
10/31/16

**Project Responsibility (RACI) Legend:**

R - Responsible - performs the activity  
A - Accountable - approves of activity  
C - Consult - should be consulted  
I - Inform - informed of decisions/deliverables

Activities	Phases					FP&C										Other										Notes Notes/Comments				
	Applicable (All, Small, Large)	Initiation	Planning	Execution	Closeout	Director	Facilities Planner (FP)	Senior Project Manager (SPM)	Project Manager (PM)	Assistant Project Manager (APM)	Fiscal Manager (FM)	Construction Contracting Officer (CCO)	Administrative Assistant (AA)	CAD Technician (CT)	Associate Vice Chancellor (AVC)	Client	Architect/Engineer (A/E) Consultants	General Contractor (GC)	Board of Regents (BOR)	Facilities and Land Management	Facilities (BOR)	Campus Space and Land Management Committee (FLMC)	Planning Master Plan Working Group (MPWG)	Accounts Payable (AP)	Procurement Office		IT Office	Facilities Maintenance and Operations (FMO)	Environmental, Health, Safety and Risk Management (EHS/RMS)	
Set and Manage Contingency	A	✓	✓	✓	✓	A																								
<b>Project Reporting</b>																														
Design Progress Reporting	L	✓	✓	✓	✓		A	R	C	C																				
Construction Progress Reporting	L						A	R	C	C																				
Financial Projections & Analysis	L	✓	✓	✓	✓		A	C	I	R																				
Financial Reporting	A	✓	✓	✓	✓		A	C	I	R																				
Small Project Dashboard Reports	S			✓			A	R																						
<b>Change Management</b>																														
Draft Potential Change Order (PCO) Request	L			✓	✓																									
PCO Review and Approval	L			✓	✓	A	I	R		A																				
Contract Modification	L			✓	✓	I	I	A	C	R	R	I																		
<b>Procurement</b>																														
Vendor Selection and Coordination	A		✓	✓		I	A	R																						
Solicitation	A		✓	✓		I	A	R																						
Designer Procurement	A		✓	✓		I	A	R																						
Contractor Procurement	A		✓	✓		I	A	R																						
Contract Negotiation	L		✓	✓		I	A	R																						
Insurance and Bonding Negotiation	L			✓		C	A	R																						
Award Notification	A			✓		I	A	R																						
Purchase Order Issuance	A		✓	✓			A																							
FF&E Purchasing	A		✓	✓			A																							
<b>Payment Processing</b>																														
Pay Application Review and Approval (First, In-Progress, and Last)	A		✓	✓	✓	A				R		A																		
Process Payments	A		✓	✓	✓							A																		
Payment Processing Reporting	A		✓	✓	✓					R		C																		
<b>Document Management</b>																														
Setup Project on PMIS	A		✓			A				A																				
Process RFIs	A			✓						AR																				
Process Submittals	A			✓						AR																				
Maintain Correspondence	A		✓	✓	✓	A	R	R	R	R	R	R	R	R	R															
Project Documentation	A			✓						I	C	C																		
Document Archiving	A		✓	✓						I	I	I																		
<b>Lessons Learned</b>																														
Project Lessons Learned	L	✓	✓	✓	✓	A	C	C	R	C	C	C	C	C	A	C														
FP&C Lessons Learned	A				✓	A	I	R	C	I	I	I	I	I	A															
<b>Policies and Procedures</b>																														
Policies and Procedures Update	n/a	n/a	n/a	n/a	n/a	A	C	C	R	C	C	C	C	R	I															

Color Legend	
R	Responsible - performs the activity
A	Accountable - approves of activity
C	Consult - should be consulted
I	Inform - informed of decisions/deliverables

CBR	MAU	Project Name	Campus	UAA FY15 Rank	UAA FY16 Rank	UAA FY17 Rank	TPC	Prior Approp.	FY20			FY21			FY22			FY23			FY24			FY25			FY26			FY27			FY28			FY29															
									State Approp.	Federal Receipt Auth.	Other Receipt Auth.																																								
<b>Deferred Maintenance/Renewal and Renovation</b>																																																			
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
			<b>UAA Main Campus Total</b>																																																
<b>Planning &amp; Design</b>																																																			
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
			<b>UAA Main Campus Total</b>																																																
<b>New Construction</b>																																																			
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
			<b>UAA Main Campus Total</b>																																																
<b>Land, Property and Facilities Acquisition</b>																																																			
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
			<b>UAA Main Campus Total</b>																																																
<b>Academic Equipment Budget Requests</b>																																																			
	UAA		Anchorage																																																
	UAA		Anchorage																																																
	UAA		Anchorage																																																
			<b>UAA Main Campus Total</b>																																																
			<b>Total Request</b>																																																
			Projects above the redlines are included in FY20-FY29																																																

# Appendix 4.5

## Master planning workflow

### Master planning workflow:

1. Project Manager (PM) selects the Campus Master Plan Working Group (CMPWG) Members
2. The CMPWG generate the vision, goals, and objectives for the Master Plan
3. The PM develops and advertises the RFP for consultants<sup>1</sup>
4. The PM interviews, selects the consultant and negotiates the consultant fees
5. The Consultant then meets with the CMPWG, researches history and land use and arranges meetings with the following groups:
  - a. Director and Executives
  - b. Faculty and Staff
  - c. Students
  - d. Advisory Committee
  - e. Land Management
6. The Consultant then validates the data, drafts the Master Plan according to Strategic and Academic Plans; meets with the CMPWG for comments on draft and revise the draft based on Committee comments
7. The Consultant submits the draft to the following groups and revise per their comments:
  - a. Community
  - b. Facilities PBAC
  - c. Cabinet
  - d. Board of Regents
8. The BOR approves Master Plan and the Master Plan is then posted on the University of Alaska

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<sup>1</sup> Refer to Section 15 – Procurement

## Project Request for New Construction and Modifications to Existing Space University of Alaska Anchorage

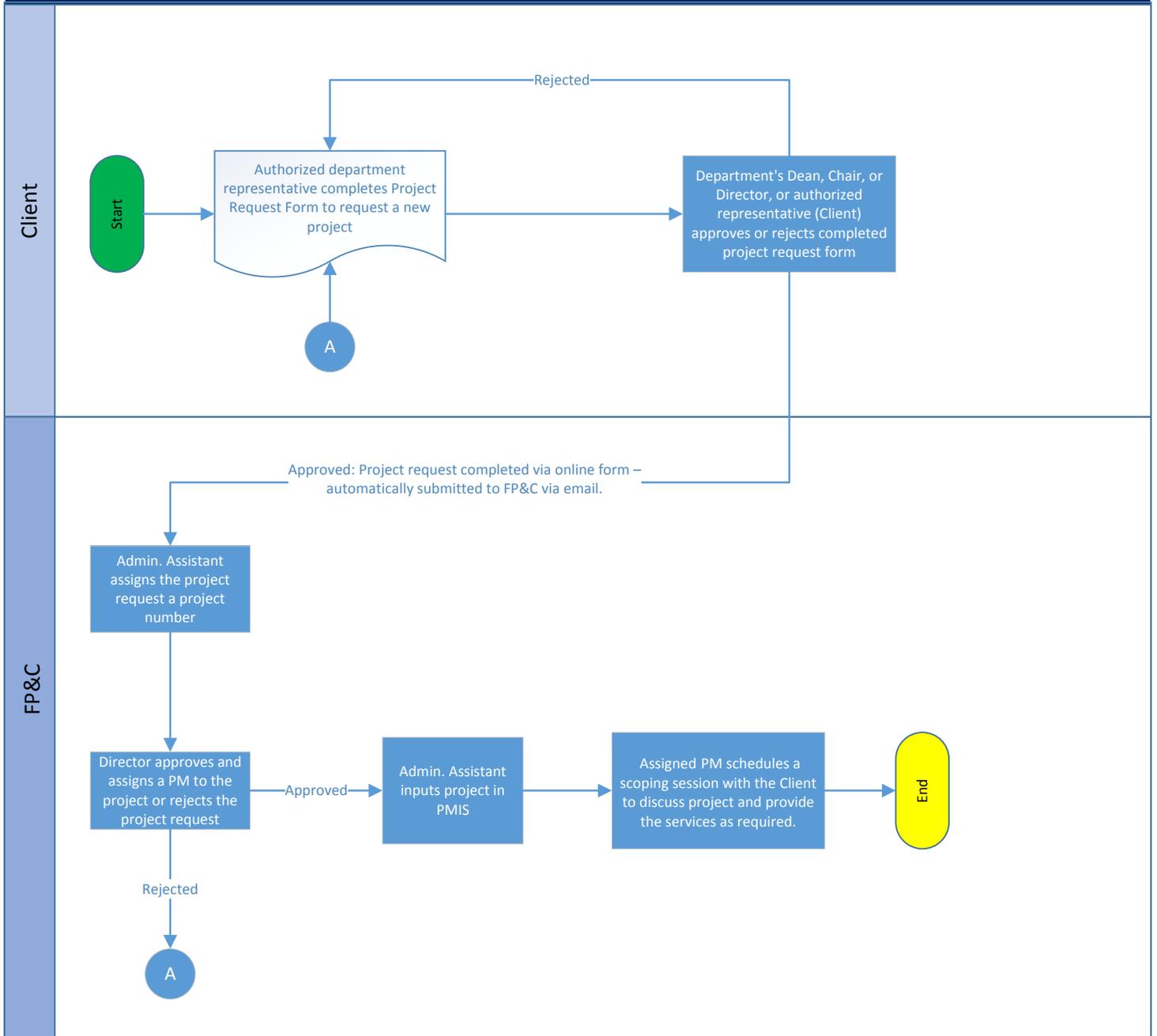
Forward this completed form with the proper signature and any supporting documents to  
Facilities Planning & Construction:

Inter-campus mail: ULB 110

E-mail: [ayfpc@uaa.alaska.edu](mailto:ayfpc@uaa.alaska.edu)

FAX number: FPC (786-4901)

<b>I. REQUESTOR INFORMATION:</b>		
Requesting Department:		Today's Date:
Requestor Name:	Phone:	Email:
<b>II. REQUEST FOR PROJECT:</b>		
If you need assistance completing this form call FP&C at 786-4900. If you need copies of floor plans, they are available on our website at <a href="http://fpgis.uaa.alaska.edu/CampusBuildings.htm">http://fpgis.uaa.alaska.edu/CampusBuildings.htm</a> .		
A. Project Type: New Construction <input type="checkbox"/> Renovation Project <input type="checkbox"/> Space Improvement <input type="checkbox"/> Other: _____		
B. Building (s) Effected: _____ Room Number (s) Effected: _____		
C. Briefly describe this project. (If available, please attach any floor plans, Dept. programs, diagrams, and backup documents that further identify the area and nature of this project): _____ _____ _____ _____		
D. Requested Completion Date? (Month/Date/Year) ____/____/20____. Are there any time constraints, events, projects, or any other considerations that may affect the schedule or completion date of this Project? Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, please provide as much information as possible: _____ _____		
E. Does this Project impact any space occupied by another Dept. or Dept. (s)? If no, proceed to question H. Yes <input type="checkbox"/> No <input type="checkbox"/>		
F. If yes, have you contacted the other Dept. (s)? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please contact other Dept. prior to submitting this form. If yes, please provide the name(s) & contact information of those contacted. _____ _____		
G. Are they in agreement with this project? Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>III. PROJECT FUNDING:</b>		
H. Do you have funding available for this Project? Yes <input type="checkbox"/> No <input type="checkbox"/>		
I. If no, What other Funding Sources are being used? _____		
J. If yes, What Fiscal Year will be used for Project Funding? FY _____ Please identify source: FUND _____ ORG _____ What is the total amount of Funding available for this Project? \$ _____		
<b>IV. REQUESTOR SIGNATURE</b>		
This Request must be Signed by the Requesting Department's Director or their Authorized Agent.		
Director or Authorized Agent:		Date:
Additional Comments:		
<b>-----FACILITIES PLANNING &amp; CONSTRUCTION USE ONLY-----</b>		
Project Name:		Project ID #:
Date Project Request received:            /        /20		
Date Project ID and File created:         /        /20		
FPC Director Reviewed and approved Project Request:		
Project Manager Assigned:		
Date Project Request Form issued to Assigned Project Manager:        /        /20		



**Purpose**

To establish procedures for requesting new construction or modification to existing space through UAA FP&C.

**Policy**

It is the policy of UAA FP&C that a Project Request Form be submitted for all new construction projects and projects involving the modification of existing space.

**Appendix 7.3**

Facilities Planning & Construction (FP&C) Design Assessment Checklist  
 Draft v1.0 10-31-2016

**Activities**

	Yes (Y)	No (N)	Notes
<b>Conceptual</b>			
Does design conform to existing master plan?			
Does site plan show utilities and circulation?			
Does site plan show topographic features?			
Are small-scale line drawings of plans and sections adequate to define horizontal			
Do plans show existing and proposed facilities in their relative arrangement?			
Do plans accommodate the disabled?			
Is there a general description of architectural, engineering, structural?			
Is there a listing of minimum codes to be used?			
Do square footage areas correlate to the program requirements?			
Does cost model correlate to established budgets?			
Has the preliminary building energy model been prepared?			
<b>Schematic</b>			
Have applicable codes, standards and rules been cited?			
Is there a differentiation between new construction and existing items?			
Are the "outline specifications" included?			
<b>Architectural:</b>			
Is life safety plan information provided?			
Is occupancy classification indicated?			
Are fire and smoke separations shown?			
Are sprinkler requirements explained?			
Is the construction type stated?			
Are typical exterior wall and roof sections shown?			
Are the numbers of floors described?			
Is the square footage per floor shown in accordance to the program?			
Does cost correlate to established budgets?			
<b>Civil/Structural:</b>			
Are the design parameters given?			
Is a topographical survey provided?			
Is a narrative of drainage concept provided?			
Is statement on flood considerations provided?			
Is a statement of availability of utility services provided?			
Is the building system narrative provided?			
Are the proposed roads and parking described?			
Is a soil and geotechnical report provided?			
Are overall plan dimensions indicated?			
Is there a Storm Water Pollution Prevention Plan/Soil Erosion Control Plan described?			
<b>Mechanical:</b>			
Are the design parameters given?			
Is the source of utility services shown?			
Is the design of any specialty system provided?			
Are the energy requirements included?			
Are the energy management/temperature controls and/or building automation systems described?			
Are indoor environmental requirements described?			
<b>Electrical:</b>			
Are the design parameters provided?			
Is the source and voltage of electrical service provided?			
Is the fire alarm system described?			
Is the security system described?			
Is the communication system described?			
Is the lighting system described?			
Is the computing data networking system described?			
Has the updated building energy model been prepared?			
<b>Design Development</b>			
Does the design development submission represent the philosophy of design?			
Are the "final draft" specifications included?			
Do the drawings show overall floor plans, outside elevations, location and orientation on the site?			
Are the system schematics shown for the facility?			
<b>HVAC</b>			
Plumbing			
Electrical Power Distribution			
Fire Alarm			
Security			
Site Water			
Site Storm Sewer			
Site Sanitary Sewer			
Does HVAC schematic diagram depict the following?			
Approved results of the life-cost analysis			
Approved results of the energy analysis			
Are schematic diagrams shown for campus type of utilities for the following:			
Chilled Water			
Steam			
Fire			
Domestic Water Distribution			
Do the "final draft" specifications describe the following:			

**Appendix 7.3**

Facilities Planning & Construction (FP&C) Design Assessment Checklist  
 Draft v1.0 10-31-2016

**Activities**

	Yes (Y)	No (N)	Notes
Scope of project			
Applicable codes			
Applicable rules			
Applicable standards			
Applicable regulations			
Each discipline with required design values shown			
Are the project location, Architect and Engineering firms' addresses and telephone numbers shown?			
<b>Architectural:</b>			
Are occupancy types and floor areas indicated?			
Are square footage calculations shown for every space in accordance with program requirements?			
Is a description of the shape and façade of the building provided?			
Are all code-required features shown?			
Is the fire protection system described?			
Are the insulation "U" values shown?			
Are the glazing type "U" values shown?			
Are the exiting requirements stated?			
Are dimensions strings indicated on column grid?			
Are interior handrail posts noted to be set in Portland cement grout?			
Is sufficient access provided to all elevator machine components?			
Is tempered glass indicated where required?			
Is VCT indicated at OIT closets?			
Are sightlines into bathrooms appropriate?			
Do exterior elevations depict visible rooftop mechanical equipment?			
Are exterior hollow metal frames treated with a bituminous coating on the back/throat side?			
Are the plans developed with the principles of "Universal Design" related to accessibility?			
<b>Civil/Structural:</b>			
Is a site plan shown?			
Is a grading plan, including contours and finish floor elevations provided?			
Is a utility plan included?			
Is a statement of loadings provided?			
Are preliminary foundation plans shown?			
Are preliminary floor and roof plans shown, including beam sizes & slab depths?			
Is a soil and geotechnical report relating to foundation design provided?			
Are dimension strings indicated on column grid?			
Are exterior handrail posts noted to be set in Portland cement grout?			
Is there a Storm Water Pollution Prevention Plan / Soil Erosion Control Plan described?			
<b>Mechanical/Plumbing:</b>			
Are HVAC and plumbing plans showing preliminary layout of equipment areas provided?			
Are air handling units specified with "wing" type coils?			
Is a description of HVAC controls included?			
Is a description of energy management system included?			
Is a description of the building automation system included?			
Are the critical interfaces with life safety systems such as fire/smoke dampers, firestopping and fire control interlocks described?			
Are special plans and criteria for mechanical/plumbing systems shown (i.e., kitchen hoods, food service equipment, vending, paint storage ventilation, fuel systems, laundry equipment, and compressed gas systems)?			
Are fire protection plans shown?			
Were the NFPA requirements for construction phase submittal reviewed?			
Do the drawings reflect the approved scheme resulting from the energy and life cycle cost analysis?			
Is adequate access provided to mechanical equipment located in attic spaces via ladders, catwalks, etc.?			
<b>Electrical:</b>			
Is the lighting layout provided?			
Are the calculations to show foot-candle intensities in each room provided?			
Are exterior lighting levels/photometrics indicated?			
Do lighting illumination levels comply with the requirements of the Energy Analysis?			
Are the preliminary electrical equipment locations shown?			
Are the phase and voltage electrical characteristics shown?			
Is the type of wiring system indicated?			
Are the preliminary communications and data plans shown?			
Are the preliminary fire alarm plans shown?			
Are the preliminary security plans with card readers shown, including electrical power requirements?			
Is a narrative on proposed power distribution system provided?			
Is the emergency generator fuel fill vent and whistle indicated?			
Is electrical closet construction of fire rated assembly?			
Do OIT closets indicate surface mounted 3/4" fire retardant plywood on all wall surfaces, painted?			
Has the updated building energy model been prepared?			
Are special plans and criteria for electrical systems shown (i.e., grounding, kitchen hoods, food service equipment, emergency power, laundry equipment, vending, etc.)?			
<b>Cost:</b>			
Does cost correlate to established budgets?			
Have the estimated costs of construction between the Architect/Engineer and the Construction Manager or Owner's Cost Consultant been reconciled?			
<b>100% Construction Drawings</b>			
Are the following shown?			

<b>Appendix 7.3</b> Facilities Planning & Construction (FP&C) Design Assessment Checklist Draft v1.0 10-31-2016	Yes (Y)	No (N)	Notes
<b>Activities</b>			
All necessary information previously described.			
All necessary details.			
All sections.			
All schedules.			
All system diagrams.			
All construction types.			
All wall ratings - fire and "U" values.			
All listed firestop systems.			
Do the documents clearly depict the following?			
All design and construction requirements			
Adequate information to permit accurate Contractor take-off and pricing			
The finalization of the previously submitted and approved design phases			
The agreed upon responses of earlier design review quality comments			
All items provided by Owner installed by Contractor, in matrix format			
All items installed by Owner, in matrix format			
Project name, project number and project location			
Compass orientation the same on all plan view sheets			
All easements, right-of-way, and interfaces with public, city or county utilities			
All proposed alternates shown clearly and accurately, and consistent between the specifications and drawings			
All previously approved energy and life-cycle cost analyses, schemes and architectural features			
All necessary building code approvals			
Drawing sheet signed and sealed by Architect or Engineer?			
Do square footage areas correlate to program requirements?			
Does cost correlate to established budgets?			
Have the estimated costs of construction between the Architect/Engineer and the Owner's Cost Consultant been reconciled? provided?			
<b>Architectural:</b>			
Are wall details shown that ensure the minimum "U" value is met?			
Are roof details shown that ensure the minimum "U" value is met?			
Floor plans:			
Are all dimensions and all spaces identified?			
Are all walls dimensioned from column lines?			
Are rated partitions identified?			
Are ADA disability features identified? Are assembly spaces with more than 50 seats equipped with amplification systems and assistive listening devices?			
Is the location of all drinking fountains, fire extinguishers, hoses, etc. shown?			
Is all built-in equipment identified?			
Is the orientation (north arrow) shown on all plans?			
Is the scale shown for all drawings?			
Are all access panels shown and coordinated in locations for access to mechanical, electrical and plumbing equipment?			
Elevations:			
Are all exterior and interior elevations of the building shown?			
Are all materials labeled?			
Are all vertical dimensions shown?			
Is the roof slope identified?			
Do exterior elevations depict visible rooftop mechanical equipment?			
Are exterior hollow metal frames treated with a bituminous coating on the back/throat side?			
Are all required masonry expansion and control joints indicated?			
Reflected Ceiling Plans:			
Is the plan fully coordinated by CAD overlay with mechanical, electrical, data, and sprinkler system drawings, including access panels?			
Are all ceiling materials identified?			
Is the design intent of ceiling grid clearly shown?			
Scale of Plans:			
Are all plans shown at 1/8" = 1'-0" scale, except for enlarged plan view for equipment rooms, stairs, etc.?			
Section and Details. Identify:			
All exterior wall sections minimum 3/4" = 1'-0".			
All interior wall sections minimum 3/4" = 1'-0".			
All roof edges, expansion joints, penetrations shown with isometric drawing of scupper or any non-standard situations.			
All head, jamb and sill details shown for all doors and windows, complete with dimensions.			
All expansion joints shown, complete with dimensions.			
Are stairs, stringers, landings completely detailed with floor and base finishes?			
Schedules and Legends. Identify:			
Finishes.			
4" rubber base			
Ceramic tile thickness uniform on walls.			
Static dissipative tile floor in OIT closets.			
Use of acrylic enamel paints (no oil based paints).			
Doors and windows.			
Toilet accessories.			
All abbreviations.			

<b>Appendix 7.3</b> Facilities Planning & Construction (FP&C) Design Assessment Checklist Draft v1.0 10-31-2016	Yes (Y)	No (N)	Notes
<b>Activities</b>			
Miscellaneous:			
Show mounting heights for all ADA items; toilet room accessories, ramp slopes, stair design, seating capacity.			
State on the drawings the code and year that applies to the project.			
Show all design loads on drawings.			
Are interior handrail posts noted to be set in Portland cement grout?			
Is sufficient access provided to all elevator machine components?			
Is tempered glass indicated where required?			
Is privacy maintained with regard to sightlines into bathrooms?			
<b>Civil/Structural:</b>			
Show anchor bolt embedments and projections.			
Provide footing elevations.			
Identify connections and services.			
Indicate top elevation of all catchbasins and manholes.			
Match contours with top elevations of catchbasins and manholes.			
Is the type of pipe specified?			
Are the datum elevations correlated with the USGS elevations?			
Are the finish floor elevations shown?			
Is the finish floor elevation above 100-year flood?			
Are pavement sections shown?			
Are control joints shown in all slabs?			
Are all structural elements properly and accurately dimensioned from column grid lines?			
Are exterior handrail posts noted to be set in Portland cement grout?			
Are there any special structural details that require a sequence of erection narrative?			
Are all design loads including dead, live, snow and wind loads shown and accounted for?			
Has a roof snow/drift load analysis been performed?			
Is sufficient access provided to all elevator machine components?			
<b>Mechanical/Plumbing:</b>			
Are all fire/smoke dampers provided in all rated walls/ceilings?			
Is a detail shown for sealing all wall and ceiling penetrations?			
Is the water heater relief piping and discharge point shown?			
Is all ductwork designed in compliance with ASHRAE and SMACNA?			
Are ductwork pressure testing/leakage restrictions indicated?			
Are all systems in compliance with University Basis of Design requirements?			
Are "wing" type coils specified on air handling equipment?			
Are all plumbing systems in compliance with applicable codes?			
Is the following equipment provided in all attics?			
Access opening, platforms, and walkways, where applicable.			
Lighting.			
Auxiliary pans/drains for air conditioning equipment.			
GFI convenience outlets.			
Do all kitchen hoods conform to mechanical and fire codes?			
Do all chemical fume hoods conform to mechanical and fire codes?			
Are all air conditioning condensate lines with discharge shown?			
Does the discharge conform to code?			
Are all required backflow prevention devices shown?			
Does the fire sprinkler system show:			
Details of water source?			
Type of sprinkler system?			
Plan of sprinkler system?			
Are risers shown?			
Are connections to existing systems shown?			
Are all valves and controls shown?			
Notation requiring fire protection contractor to provide the sprinkler head model number on the design submittal shop drawings?			
Is an anti-microbial system flush specified?			
Is the temperature control system provided?			
Is the energy management system provided?			
Is the building automation system provided?			
Are temperature control energy management and building automation systems' schematics shown on the drawings?			
Are the sequences of the HVAC systems' of operation provided, complete with a point list?			
Are the ceiling diffuser and sprinkler head locations coordinated with the architectural reflected ceiling plans?			
Was clash detection made of the mechanical work to ensure no conflicts with other work, equipment or structures?			
Is adequate access provided to mechanical equipment located in attic spaces via ladders, catwalks, etc.?			
<b>Electrical:</b>			
Is an electrical site plan shown?			
Was clash detection made of the electrical work to ensure no conflicts with other work, equipment or structures?			
Is lighting system in accordance with University energy guidelines?			
Does all electrical design comply with the latest National Electrical Code?			
Are all conductors copper?			

**Appendix 7.3**

Facilities Planning & Construction (FP&C) Design Assessment Checklist  
 Draft v1.0 10-31-2016

**Activities**

	Yes (Y)	No (N)	Notes
Is the electrical legend complete?			
Are all panelboard schedules provided?			
Do they show voltage and phase?			
Is the rating of the main disconnect shown?			
Are all circuit numbers shown?			
Are the number of poles shown?			
Are all trip-amperes shown?			
Are all volt-amperes shown?			
Are all wire sizes shown?			
Are all conduit sizes shown?			
Is lighting fixture schedule shown?			
Are all fluorescent lamps and ballasts of the energy-saving type?			
Is an exterior lighting photometrics plan included?			
Are riser diagrams shown for the following:			
Electrical service?			
Fire alarm system?			
Intercom system?			
Telecommunications system?			
Computer data system?			
Is the following transformer data provided?			
Voltage?			
Phase?			
KVA rating?			
Is the division of work between contractor, University of Notre Dame Utilities and AEP clearly shown?			
Is the voltage and KVA rating of all generators shown?			
Is the voltage and KVA rating of all transfer switches shown?			
Is sufficient space shown as required by the National Electrical Code for the following?			
Panelboard locations?			
Switchgear locations?			
Transformer locations?			
Are assurances made that no water lines are above electrical panels or switchgear?			
Are all locations of mechanical equipment and their circuits shown?			
Are all circuits for kitchen equipment shown?			
Are all rooms designated as shown on the architectural plans?			
Is the lighting layout coordinated with the architectural reflected ceiling plan?			
Is all grounding shown?			
Is all the electrical equipment shown on the floor plans?			
Are all circuits shown on the floor plans?			
Are specifications provided for the following?			
All electrical equipment			
The fire alarm system.			
The intercom system.			
The lightning protection.			
The security system.			
The telecommunications system.			
The computer data system.			
The firestopping details.			
All grounding, including equipment grounding.			
Are the diagrams for door card swipe access systems shown?			
Are the power requirements and sequence of control shown for elevator recall system?			
Is the emergency generator fuel fill vent and whistle indicated?			
Are the security plans with card readers shown, including electrical power requirements?			
Are OIT/data outlets indicated at vending machines?			
Is electrical closet construction of fire rated assembly?			
Do OIT closets indicate surface mounted 3/4" fire retardant plywood, on all wall surfaces, painted?			
Has the final building energy model been prepared?			

## Appendix 7.4a - Project Budget

Project Agreement, FPA, SDA

UNIVERSITY OF ALASKA		
Project Name:		
MAU:		
Building:		Date:
Campus:		Prepared by:
Project #:	Acct #(s):	
Total GSF Affected by Project:		
PROJECT BUDGET	FPA Budget	SDA Budget
<b>A. Professional Services</b> Advance Planning, Program Development Consultant: Design Services Consultant: Construction Phase Services Consul: Extra Services (List: _____) Site Survey Soils Testing & Engineering Special Inspections Plan Review Fees / Permits Other <div style="text-align: right; margin-top: 10px;">Professional Services Subtotal</div>	<b>0</b>	<b>0</b>
<b>B. Construction</b> General Construction Contract(s) Other Contractors (List: _____) Construction Contingency <div style="text-align: right; margin-top: 10px;">Construction Subtotal</div>	<b>0</b>	<b>0</b>
<i>Construction Cost per GSF</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>
<b>C. Building Completion Activity</b> Equipment Fixtures Furnishings Signage not in construction contract Move-Out Costs Move-In Costs Art Other (Interim Space Needs or Temp Reloc. Costs) OIT Support Maintenance Operation Support <div style="text-align: right; margin-top: 10px;">Building Completion Activity Subtotal</div>	<b>0</b>	<b>0</b>
<b>D. Owner Activities &amp; Administrative Costs</b> Project Plng, Staff Support Project Management Misc. Expenses: Advertising, Printing, Supplies, Etc. <div style="text-align: right; margin-top: 10px;">Owner Activities &amp; Administrative Costs Subtotal</div>	<b>0</b>	<b>0</b>
<b>E. Total Project Cost</b>	<b>0</b>	<b>0</b>
<i>Total Project Cost per GSF</i>	<i>#DIV/0!</i>	<i>#DIV/0!</i>
<b>F. Total Appropriation(s)</b>		

**Appendix 7.4b - General rules for the preparation of a Project Budget:**

**1. Project Budgets will be prepared by the FP&C Project Manager using the format shown in the attached examples.**

**2. Header Block:**

- This block contains basic project information, including Project Name, MAU, Campus, Project Number, Preparer, Date, etc.

**3. Professional Services:**

- This block contains all pre-design, design, permitting, construction administration, special inspection, testing, and other professional service costs.
- As a general rule of thumb, the total professional services cost should be around 10-15% of the construction cost, varying with the technical complexity of the building, location of the site, and the anticipated level of construction administrative, commissioning services, etc. Renovations will generally have higher costs

**4. Construction:**

- This block includes the General Contractor Cost, Other related construction costs (IT, Voice/data, etc.), construction contingency, art, interim space costs, etc.

- As a general rule of thumb:

- o The following values can be used for very rough cost comparison:

- New Construction \$500/gsf

- Renovation \$250/gsf

- Tenant Build out \$125/gsf

- o The total construction cost should be around 70% of the total project budget. Smaller projects may be higher.

- o The Construction Contingency should be around 10% of the construction cost. Renovations may be 12- 15%

- o Artwork should be up to 1 % of the construction cost.

- Include the estimated Construction Cost per GSF for the structure in the appropriate block.

**5. Equipment and Furnishings:**

- This block includes equipment, furnishings, and move-in costs. These costs are generally associated with new construction, but may be included in renovations.

- IT Costs should be reviewed with UAA IT Services

- As a general rule of thumb, these costs usually represent 3-6% of the construction cost, depending upon the complexity of the project.

**6. Administrative Costs:**

- This block contains advance planning, project management, misc. expenses and other related administrative

- These costs represent the current administrative recharge rate of the project cost. Consult with the Fiscal Manager for the current recharge rate.

**7. Total Project Cost:**

- This block contains the sum of the costs identified above.

- Include the estimated Total Project Cost per GSF in the appropriate block.

**8. Total Appropriation(s)**

- The total amount appropriated for this project.

**Appendix 7.9**



**Facilities Planning and Construction (FP&C)**

**Value Engineering Log**

Project: <insert Project name>

PM: <insert PM>

Project ID: <insert Project ID>

Updated: <insert last update date>

ID	Raised by	Date ID'd	Date Last Updated	Description	Savings	Review Comments	Final Decision	Updated by:
1					\$			
2					\$			
3					\$			
4					\$			
5					\$			
6					\$			
7					\$			
8					\$			
9					\$			
10					\$			
11					\$			
12					\$			
13					\$			
14					\$			
15					\$			
16					\$			
17					\$			
18					\$			
19					\$			
20					\$			
21					\$			
22					\$			
23					\$			
24					\$			
25					\$			
26					\$			
27					\$			
28					\$			
29					\$			
30					\$			

Appendix 8.4a



**Facilities Planning and Construction (FP&C)**

**UAA FP&C Quality Assessment Checklist (A)**

Project: <insert Project name>

PM: <insert PM>

Project ID: <insert Project ID>

Updated: <insert last update date>

Item No.	Value of Project \$25,000 to \$500,000 (A) Items to Review for Completion	PM Review (Y, N, n/a)	Date	Comments
1	Contractor submits its Quality Control Plan within ten (10) days after the Notice of Award of the contract is received.			
2	Contractor schedules a Quality Control Coordination Meeting			
<b>QUALITY CONTROL (QC) PLAN</b> - QC Plan includes as a minimum the following:				
3	Description of the quality control organization, including lines of authority, responsibilities and coordinating procedures, of on-site/off-site quality control personnel, including those QC personnel not under direct control of the Contractor.			
4	List of personnel designated by the Contractor to accomplish the quality control functions required by the contract. The Contractor shall designate a specific on-site Quality Control Representative, and submit his qualifications with the QC Plan along with a copy of the letter of delegation that defines delegated duties, authority and responsibilities.			
5	Contractor's operational plan for accomplishing and reviewing work controls, fabrication controls, certifications, and documentation of quality control operations, inspections, and test records, including those for subcontractors.			
6	An appendix with a copy of each checklist, form, report format, and similar record to be used in the implementation of the QC Plan.			
7	Nondestructive testing requirements.			
8	Identification of independent certifying and testing laboratories.			
<b>QUALITY CONTROL SYSTEM</b>				
9	Contractor's Quality Control System provides documentation ensuring that quality provisions of contract schedule, specifications, and drawings have been performed.			
10	Contractor designates an individual within the on-site organization as the Quality Control Representative.			
<b>PREPARATORY PHASE</b>				
11	The Contractor convenes a preparatory phase meeting three (3) days prior to beginning any definable feature of work.			
12	Preparatory phase shall include a review of contract requirements			
13	Preparatory phase shall include check to assure that all materials and/or equipment have been tested			
14	Preparatory phase shall include a check to assure that provisions have been made to provide required testing			
15	Preparatory phase shall include a examination of the work area to ascertain that all preliminary work has been completed			
16	Preparatory phase shall include a physical examination of materials, equipment, and sample work to assure that they conform to submittal data and that all materials and/or equipment are on hand.			

17	The PM shall be notified at least 24-hours in advance of beginning any of the required action of the preparatory phase.			
20	The results of the preparatory phase actions shall be documented by separate record prepared by the Contractor's Quality Control Representative and forwarded to the Owner's Representative.			
<b>QUALITY CONTROL RECORDS</b>				
21	Contractor maintains a complete file of Quality Control records, and provide records to the Owner of each inspection and test performed throughout the life of the contract.			
22	Records shall include, but not be limited to, checklists, completed forms and reports and other factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved, identification of operators and inspectors, result of inspections or tests, nature of defects, causes for rejection, proposed remedial action, and corrective actions taken.			
23	Quality Control records shall be available for examination by the Owner's Representative or his designee. Periodic Estimates for Partial Payment may be withheld if the Owner determines that the Contractor has failed to maintain Quality Control records as required.			
24	Contractor shall ensure each record is identified and traceable to specific requirements in the specifications and drawings.			
<b>SPECIAL INSPECTIONS</b>				
25	Owner shall be responsible for all Special Inspections required by the Uniform Building Code. Contractor may utilize an independent Special Inspector at no additional cost to the contract.			

\_\_\_\_\_

Project Manager Name

\_\_\_\_\_

Project Manager Signature

\_\_\_\_\_

Date

Appendix 8.4b



**Facilities Planning and Construction (FP&C)**

**UAA FP&C Quality Assessment Checklist (B)**

Project: <insert Project name> PM: <insert PM>  
 Project ID: <insert Project ID> Updated: <insert last update date>

Item No.	Value of Project \$500,001 to \$5,000,000 (B) Items to Review for Completion	PM Review (Y, N, n/a)	Date	Comments
1	Contractor submits its Quality Control Plan within fifteen (15) days after the Notice of Award of the contract is received.			
2	The Quality Control Plan includes the personnel, facilities, methods and procedures and a reporting system to document all inspections and tests.			
3	In case any changes to the accepted plan, personnel, or procedures are desired, the Contractor submits change requests for Project Manager's acceptance. Change requests and acceptance are in writing.			
4	Contractor schedules a Quality Control Coordination Meeting.			
5	Contractor prepares Minutes of the meeting within three working days which is signed by both the Contractor and Project Manager.			
<b>QUALITY CONTROL (QC) PLAN</b> - QC Plan includes as a minimum the following:				
6	Description of the quality control organization, including lines of authority, responsibilities and coordinating procedures, of on-site/off-site quality control personnel, including those QC personnel not under direct control of the Contractor.			
7	List of personnel designated by the Contractor to accomplish the quality control functions required by the contract. The Contractor designates a specific on-site Quality Control Representative, and submit his qualifications with the QC Plan along with a copy of the letter of delegation that defines delegated duties, authority and responsibilities.			
8	Contractor's operational plan for accomplishing and reviewing work controls, fabrication controls, certifications, and documentation of quality control operations, inspections, and test records, including those for subcontractors. These provisions includes methods to be used during the procurement cycle (order to delivery) for those materials or equipment that require source inspections, shop fabrications, or similar operations located separately from the work site.			
9	Written statement of Quality Control Records describing procedures that are implemented to achieve quality on the project. The QC Plan includes an appendix with a copy of each checklist, form, report format, or similar record to be used in the implementation of the QC Plan.			
10	Contractor's organization that handles construction contract activities.			
11	Description of on-site personnel training.			
12	Certification(s) of personnel, procedures, processes, and equipment.			
13	Nondestructive testing requirements.			
14	Identification of independent certifying and testing laboratories.			
<b>QUALITY CONTROL SYSTEM</b>				
15	Contractor provides a Quality Control System encompassing: selection of construction materials and sources; suppliers; subcontractor's; on-site and offsite fabrication of contractor furnished assemblies; on-site and off-site assembly; erection; work procedures; workmanship; inspection; and testing.			

16	Contractor's Quality Control System provides documentation ensuring that quality provisions of contract schedule, specifications, and drawings have been performed.			
17	Contractor designates an individual within the on-site organization as the Quality Control Representative and the on-site manager of the Quality Control System.			
<b>Controls</b> - three phases of control:				
<b>PREPARATORY PHASE</b>				
18	The Contractor convenes a preparatory phase meeting three (3) days prior to beginning any definable feature of work.			
19	Preparatory phase includes a review of contract requirements			
20	Preparatory phase includes check to assure that all materials and/or equipment have been tested			
21	Preparatory phase includes a check to assure that provisions have been made to provide required controls testing			
22	Preparatory phase includes a examination of the work area to ascertain that all preliminary work has been completed			
23	Preparatory phase includes a physical examination of materials, equipment, and sample work to assure that they conform to submittal data and that all materials and/or equipment are on hand.			
24	The PM is notified at least 48-hours in advance of beginning any of the required action of the preparatory phase.			
25	The results of the preparatory phase actions are documented by separate minutes prepared by the Contractor's Quality Control Representative and forwarded to PM.			
26	Contractor instructs applicable workers as to the acceptable level of workmanship required in its Contractor Quality Control Plan in order to meet contract specifications.			
<b>Initial Phase</b>				
27	Initial phase starts as soon as a representative portion of the particular feature of work has been accomplished.			
28	Initial phase includes a check of preliminary work, verify full compliance, establish level of workmanship, and resolve all difference.			
29	The PM is notified at least 24-hours in advance of beginning the initial phase of work.			
30	Separate records of this phase are prepared by the Quality Control Representative and furnished to the PM.			
<b>Follow-up Phase</b>				
31	Frequent checks are performed to assure continuing compliance with contract requirements until completion of the particular feature of work.			
32	The checks are recorded in the Quality Control documentation, final follow-up inspections are conducted and all deficiencies corrected and documented.			
<b>QUALITY CONTROL RECORDS</b>				
33	Quality Control records are maintained at a central on-site location.			
34	Quality Control records include all quality control data; factory tests or manufacturer's certifications, quality control coordinating actions; records of quality control training/certifications, as well as routine hydrostatic, fire alarm, electrical continuity, grounding, welding, line cleaning, and similar tests.			
35	Quality Control records are available for examination by the PM or his designee. Periodic Estimates for Partial Payment may be withheld if the PM determines that the Contractor has failed to maintain Quality Control records as required.			
36	Contractor provides on-site records of each inspection and test performed throughout the life of the contract. These records include, but are not be limited to, completed checklists and forms and other factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved, identification of operators and inspectors, result of inspections or tests, nature of defects, causes for rejection, proposed remedial action, and corrective actions taken.			
37	Maintenance of quality control records does not relieve the Contractor from submitting samples, test data, detail drawings, material certificates, or other information required by each section in the specification.			

38	Contractor ensures each record is identified and traceable to specific requirements in the specifications and drawings.			
39	Inspection records, test procedures, test results, and associated forms are verified by the Project Manager.			
<b>SPECIAL INSPECTIONS</b>				
40	PM is responsible for all Special Inspections required by the Uniform Building Code. Contractor may utilize an independent Special Inspector at no additional cost to the contract.			
<b>QUALITY ASSURANCE</b>				
41	PM oversee the accepted Quality Control Plan to assure that it is being followed and properly implemented. Defects in the QC program are rectified immediately.			
<b>SEQUENCING AND SCHEDULING</b>				
42	Contractor notifies the Project Manager or designee at least 48 hours prior to scheduled inspection and tests.			

\_\_\_\_\_

Project Manager Name

\_\_\_\_\_

Project Manager Signature

\_\_\_\_\_

Date

**Appendix 8.4c**



**Facilities Planning and Construction (FP&C)**

**UAA FP&C Quality Assessment Checklist (C)**

Project: <insert Project name>

PM: <insert PM>

Project ID: <insert Project ID>

Updated: <insert last update date>

Item No.	Value of Project \$5,000,001 and up (C) Items to Review for Completion	PM Review (Y, N, n/a)	Date	Comments
1	The Contractor establishes and maintains an effective Quality Control System.			
2	The Quality Control System consists of plans, procedures, and organization necessary to provide materials, equipment, and workmanship which comply with contract requirements and covers operations both on-site and off-site.			
3	Contractor schedules a Quality Control Coordination Meeting			
<b>QUALITY CONTROL (QC) PLAN</b>				
4	Contractor submits its Quality Control Plan within thirty (30) days after execution of the contract.			
5	The Quality Control Plan identifies specific personnel, procedures, instructions, records, and forms to be used. This plan includes, as a minimum, the following:			
6	a. A description of the Quality Control organization, including a chart showing lines of authority and acknowledgment that the Contractor Quality Control Staff shall implement the three phase control system for all aspects of the work specified and shall report to the Contractor's Project Manager, Superintendent, or someone higher in the Contractor's organization. The Contractor designates a specific onsite Quality Control Representative for each shift. The Quality Control Representative has no other construction duties.			
7	b. The name, qualifications, duties, responsibilities, and authority of each person assigned a Quality Control function.			
8	c. A copy of a letter to the Quality Control Manager and Quality Control Representatives signed by an authorized official of the firm, which describes the responsibilities and delegates the authority of the Quality Control Manager and Quality Control Representatives.			
9	d. Reporting procedures including proposed reporting formats.			
10	The PM reviews the Quality Control plan within 14 days of receipt. Acceptance of the plan is required prior to proceeding with work.			
11	After acceptance of the Quality Control Plan the Contractor notifies the Project Manager in writing of any proposed change.			
<b>Quality Control Organization</b>				
12	The Contractor identifies Quality Control System Manager, who is responsible for overall management of the Contractor's Quality Control Program and has the authority to act in all Quality Control matters for the Contractor.			
13	The Quality Control System Manager has no other construction activity responsibility other than to manage the Quality Control System.			
14	The controls include at least three phases of control for all definitive features of work as follows:			
<b>Controls - three phases of control:</b>				
<b>PREPARATORY PHASE</b>				

15	The Contractor convenes a preparatory phase meeting three (3) days prior to beginning any definable feature of work.			
16	Preparatory phase includes a review of contract requirements			
17	Preparatory phase includes check to assure that all materials and/or equipment have been tested			
18	Preparatory phase includes a check to assure that provisions have been made to provide required control testing			
19	Preparatory phase includes a examination of the work area to ascertain that all preliminary work has been completed			
20	Preparatory phase includes a physical examination of materials, equipment, and sample work to assure that they conform to submittal data and that all materials and/or equipment are on hand.			
21	The PM is notified at least 48-hours in advance of beginning any of the required action of the preparatory phase.			
22	The results of the preparatory phase actions are documented by separate report prepared by the Quality Control Representative and attached to the daily Quality Control Report.			
23	Contractor instructs applicable workers as to the acceptable level of workmanship required in its Contractor Quality Control Plan in order to meet contract specifications.			
<b>Initial Phase</b>				
24	Initial phase starts as soon as a representative portion of the particular feature of work has been accomplished.			
25	Initial phase includes a check of preliminary work, verify full compliance, establish level of workmanship, and resolve all differences.			
26	The PM is notified at least 24-hours in advance of beginning the initial phase of work.			
27	Separate records of this phase are prepared by the Quality Control Representative and attached to the daily Quality Control Report.			
28	The initial phase is repeated for each new crew to work on site.			
<b>Follow-up Phase</b>				
29	Daily checks are performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work.			
30	The checks are recorded in the Quality Control documentation, final follow-up inspections are conducted and all deficiencies corrected and documented.			
<b>Tests &amp; Retests</b>				
31	The Contractor employs and pays an independent agency to perform specified Quality Control services			
32	The PM engages and pays for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.			
33	Where the PM has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor does not employ the entity engaged by the Owner, unless otherwise agreed to in writing by the Owner.			
34	Contractor is responsible for retesting where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements. Cost for retesting construction revised or replaced by the Contractor is the Contractor's responsibility.			
35	Contractor provides reasonable auxiliary services as requested and cooperate with agencies performing required inspections, tests, and similar services. Auxiliary services required include but are not limited to:			
36	a. Provide access to the work and furnish incidental labor and facilities necessary to facilitate inspections and tests.			
37	b. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.			
38	c. Provide facilities for storage and curing of test samples, and deliver samples to testing laboratories.			
39	d. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.			
40	e. Security and protection of samples and test equipment at the project site.			

<b>Coordination</b>				
41	The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.			
42	The Contractor notifies the Owner's Representative in writing at the beginning of each new phase of testing.			
<b>Completion Inspection</b>				
43	At the completion of all work, the Quality Control System Manager conducts a Quality Control Program completion inspection of the work and develops a "punch list" of items which do not conform to the approved plans and specifications.			
<b>Documentation</b>				
44	The Contractor maintains current records of Quality Control operations, activities, and tests performed, including the work of suppliers and subcontractors.			
45	The records are on an acceptable forms and includes checklists, completed forms and other factual evidence that required activities or tests have been performed, including but not limited to the following: a. Type and number of control activities and tests involved. b. Results of control activities or tests. c. Nature of defects, causes for rejection, etc. d. Proposed remedial action. e. Corrective actions taken.			
46	Quality Control records indicate a description of trades working on the project, the number of personnel working, the weather condition encountered, any delays, and acknowledgment of instruction given by the Project Manager.			
47	Quality Control records are available for examination by the Project Manager. Periodic Estimates for Partial Payment may be withheld if the Owner determines that the Contractor has failed to maintain Quality Control records as required.			
48	These records cover both conforming and defective or deficient features and include a statement that supplies and materials incorporated in the work and workmanship comply with the contract. Legible copies of these records are furnished daily to the Project Manager.			
<b>Notification of Noncompliance</b>				
49	The Project Manager notifies the Contractor of any noncompliance with the foregoing requirements. The Contractor offers receipt of such notice and immediately take corrective action.			
<b>QUALITY ASSURANCE</b>				
50	PM oversee the approved Quality Control Program to assure that it is being followed and properly implemented, and that the resultant construction is in compliance with the contract documents. Defects in the QC program are rectified immediately.			
51	The Contractor's Quality Control Representative makes reports to the Owner's Quality Assurance Representative on a daily basis documenting all Quality Control activities.			
52	The Contractor is required to accommodate all Quality Assurance activities by making the entire project site accessible to the Quality Assurance Representative. This will include at least 24 hours pre-notification of any Quality Control activities that require special testing or review. Longer pre-notification period if called out in specific instructions of the plans or specifications is to be allowed for quality assurance efforts.			
<b>REPAIR AND PROTECTION</b>				
53	Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.			

---

Project Manager Name

---

Project Manager Signature

---

Date



**Appendix 9.1b**



**Facilities Planning and Construction (FP&C)**

**UAA FP&C Construction Closeout Checklist**

Project: <insert Project name> PM: <insert PM>  
 Project ID: <insert Project ID> Updated: <insert last update date>

Item No.	Items to Complete	Status by Contractor (Y, N, n/a)	Date	Status by FP&C PM (Y, N, n/a)	Date	Comments
<b>Substantial Completion Inspection Requirements</b>						
1	Contractor submits as built drawings for review two (2) weeks prior to the desired date of the inspection					
2	Contractor submits a request in writing that the work is Substantially Complete and available for inspection at least ten (10) days prior to the desired date of the inspection					
3	Contractor includes a detailed list of uncompleted items and the schedule for their completion (punchlist)					
4	PM adds any other uncompleted tasks on the punchlist	n/a				
5	Contractor completes General cleaning required per the General Conditions					
6	Contractor cleans all surfaces in accordance with manufacturer's recommendations					
7	Contractor provides Owner at least eight (8) hours on Equipment and Systems Training					
8	Contractor completes Operation and Maintenance Manuals					
9	Warranties and Guarantees provided by Contractor					
10	Contractor turns over all keys (casework, cabinets, equipment enclosures, etc.)					
11	Contractor inspects, tests, and adjusts performance of every system in the facility to ensure compliance with design					
12	All temporary facilities and services have been removed from project site (Except contractor trailers)					
13	PM review as built drawings and provide comments	n/a				
14	Work is Substantially Complete					
<b>Final Inspection Requirements:</b>						
15	Contract submits written request for final inspection ten (10) days prior to the desired date for final inspection					
16	Contractor corrects electronic drawing files and final printed drawings to the Owner one-week prior to final inspection					
17	Contractor provides written confirmation that all items identified for correction during the Substantial Completion inspection have been corrected					
18	Contractor completed punchlist and all items are closed					
19	Contractor completed all testing and balancing & provides reports					
20	All Commissioning complete and Reports received					
21	Certificate of Substantial Completion					
22	Full Contractor Demobilization					
23	Final Certificate of Occupancy					

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

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Project Manager Name

\_\_\_\_\_  
 Project Manager Signature

\_\_\_\_\_  
 Date

**Appendix 9.1c - Certificate of Substantial Completion**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project Name: \_\_\_\_\_

Contract Authorization No: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

Owner: UNIVERSITY OF ALASKA  
FACILITIES PLANNING AND CONSTRUCTION  
3890 University Lake Drive, Suite 110  
Anchorage, AK 99508-4669

Project Shall Include:

\_\_\_\_\_

The work performed under this contract has been reviewed and found to be substantially complete. The date of Substantial Completion is hereby established as \_\_\_\_\_

**DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:**

The date of substantial completion of the project is the date certified by the owner when the work is substantially complete, in accordance with, and defined in the contract documents.

A list of items to be completed or corrected, prepared by the owner and verified and amended by the architect is appended hereto. The failure to include any items or such list does not alter the responsibility of the contractor to complete the project in accordance with the contract documents.

Architect: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

The contractor will complete or correct the work on the list of items appended hereto within 30 days from the date of substantial completion.

Contractor: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

The responsibilities of the owner and the contractor for maintenance, heat, utilities, and insurance shall be as follows:

\_\_\_\_\_

In reliance upon the certification of the contractor and the architect, the owner hereby accepts the project as substantially complete. In accordance with the contract documents, the owner hereby elects,  NOT TO;  TO; assume occupancy at \_\_\_\_\_ PM (time) on \_\_\_\_\_ (date).

Owner: **UNIVERSITY OF ALASKA** By: \_\_\_\_\_ Date: \_\_\_\_\_

cc: Contractor's GGL & Property Insurance Carrier (no attachment)  
Vice Chancellor of Administration (with attachment)  
Director, Risk Management (no attachment)

**Appendix 9.3**



**Facilities Planning and Construction (FP&C)**

**UAA FP&C Project Closeout Checklist**

Project: <insert Project name>

PM: <insert PM>

Project ID: <insert Project ID>

Updated: <insert last update date>

Item No.	Items to Complete/Verify	Status by FP&C PM (Y, N, n/a)	Date	Comments
1	All Change Orders executed			
2	Final Contractor Submittal Log provided by Contractor and PM verifies that it agrees with Submittal Log on PMIS			
3	Final Contractor RFI Log provided by Contractor and PM verifies that it agrees with RFI Log on PMIS			
4	Contractor provides Final Application for payment.			
5	Affidavit of Wages Paid on Public Works Contract			
6	Certificate of Payment of Labor and Materials			
7	GC provides GC and Subs Waiver of Release and Liens			
8	Contractor provides Consent of Surety to Final Payment			
9	As-Builts forwarded to Facilities Planner and CAD Technician and electronic copies are placed on Shared Drive			
10	Final Retention Payment Paid by FP&C a minimum of 45 days after Final Acceptance and completion of all items noted above including resolution of all claims against the Payment Bond.			
11	A/E provide(s) Final Billing			
12	Final Project Report			
14	Advise accounting to close project			
15	Final inspection complete			

\_\_\_\_\_  
Project Manager Name

\_\_\_\_\_  
Project Manager Signature

\_\_\_\_\_  
Date



## Appendix 9.6 - Post Occupancy Report

**Name of Project:**

**Project Type:**

**Location of Project:**

**Project Number:**

**Date of Report:**

### INTRODUCTION

A Post Occupancy Report shall be filed not more than 90 days after beginning occupancy of any board-approved projects of more than \$1.0 million, including new construction, expansion, and significant remodel for reuse.

The Post Occupancy Report shall identify project funding balances and expected priorities for spending any remaining balances, significant changes in scope, budget, schedule, funding plan, operating cost impact, anticipated expenditures and project balance through project closeout, or other cost considerations since issuance of the construction contract award report, and an explanation of any significant circumstances surrounding project completion, including lessons learned. Such reports shall be maintained in a manner so as to allow incorporation into the regular construction in progress report.

### BODY OF REPORT

Project Abstract

Reason for Project Termination

Variance Report

Final Funding Report

#### Total Project Cost and Funding Sources

<u>Allocated Funding Title</u>	<u>Fund Account</u>	<u>Amount</u>
FY11 Capital Appropriation	000000-00000	\$0
FY11 Capital Appropriation	000000-00000	\$0
FY13 Capital Appropriation	000000-00000	\$0
FY14 Capital Appropriation	000000-00000	\$0
FY15 Capital Appropriation	000000-00000	\$0
FY15 Capital Appropriation	000000-00000	\$0
<b>Total Project Funding</b>		<b>\$0</b>

Current Project Expenditures \$0

Post Occupancy Report-Project Name

<b>Current Unexpended Project Funds</b>	<b>\$0</b>
Less: Current Encumbrance Balance	\$0
Less: Anticipated Recharge	\$0
<b>Working Balance</b>	<b>\$0</b>

**Anticipated Post-Occupancy Project Expenditures (as of 09-30-2016)**

Miscellaneous project closeout expenditures (contract)	\$0
Install Additional Parking Garage Lights	\$0
Renovate Entry	\$0
Structural Engineering Sculpture	\$0
Project Art In Public Places	\$0
Additional Engineering Lab/Classroom Equipment	\$0
Heated Sidewalk	\$0
Security Cameras	\$0
Native Welcome Signs	\$0
<u>Pedestrian Undercrossing Project Cost Contribution</u>	<u>\$0</u>
<b>Total Anticipated Post-Occupancy Project Expenditures</b>	<b>\$0</b>

**Current Available Residual Funding\* \$00,000**

Final Project Schedule

Project Approvals

Preliminary Administrative Approval	November 2010
Formal Project Approval	September 23, 2011
Schematic Design Approval (Partial)	June 8, 2012
Schematic Design Approval (Partial)	September 28, 2012
Schematic Design Approval (Full)	November 19, 2012
Project Change Request	September 26, 2013
Project Change Request	November 10 2014
Project Change Request	July 23, 2015

Planning & Design

New Building	November 2012-June 2013
Existing Building	June 2014-May 2015
Parking Structure	February 2012-March 2013
Mallard Lane	February 2012-March 2013
UAA Drive Crossing	January 2016-February 2017

Construction

New Building	May 2013-August 2015
Existing Building	August 2015-July 2016
Parking Structure	July 2014-July 2016
Mallard Lane	July 2014-August 2015
UAA Drive Crossing	TBD (pending funding)

Occupancy

New Building	August 2015
Existing Building	August 2016
Parking Structure	August 2016

Mallard Lane  
UAA Drive Crossing

August 2015  
TBD (pending funding)

Warranty Period

1 year

Project Delivery Method Used

- Design, Bid, Build:
- Construction Manager at Risk:

Project Team

Architect:

Contractor:

Lessons Learned and Project Review Results

Supporting Documents

Final Project Budget

**Appendix 10.2a**



**Facilities Planning and Construction (FP&C)**

**UAA FP&C Schedule Management Checklist Template for FP&C Project Manager**

Project: <insert Project name>

PM: <insert PM>

Project ID: <insert Project ID>

Updated: <insert last update date>

	Item #	Description	Status (Y/N)	Date(s)	Comments	
<b>PRODUCTS</b>	<b>SUBMITTALS</b>	1	Verify that the Contractor submitted the schedule with the following included: 1. Scheduled date for first submittal. 2. Specification Section number and title. 3. Submittal category (action or informational). 4. Name of subcontractor. 5. Description of the Work covered.			
		2	Verify that the Preliminary Construction Schedule were submitted.			
		3	Verify that the Initial Contractor's Construction Schedule, large enough to show entire schedule for entire construction period, were submitted.			
		4	Verify that that electronic copies of the Daily Construction Reports are submitted at weekly intervals.			
		5	Verify that electronic copies of the Material Location Report are submitted at monthly intervals.			
		6	Verify that electronic copies that the Field Conditions Report are submitted at time of discovery of differing conditions.			
		7	Verify that electronic copies of Special Reports are submitted at the time of unusual event.			
	<b>COORDINATION</b>	8	Verify that the Contractor coordinated preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.			
		9	Verify that the Contractor coordinated Contractor's Construction Schedule with the Schedule of Values, lists of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.			
<b>ACTS</b>	<b>ULE</b>	<b>Preparation</b>				

<b>PRODUCTOR'S CONSTRUCTION SCHEDULE, GENERAL</b>	<b>SUBMITTALS SCHEDULE</b>	10	Verify that the Contractor submitted a schedule of submittals, arranged in chronological order by dates required by construction schedule. Verify that the schedule includes time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.			
		11	Verify that the Contractor coordinated the Submittals Schedule with list of subcontractors, the Schedule of Values, and Contractor's Construction Schedule.			
		12	Verify that the Contractor submitted the Initial Submittal within 15 days of the Notice to Proceed. Verify that the schedule included submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufactured of fabrication.			
		<b>Final Submittal</b>				
	13	Verify that the Final Submittal Schedule is submitted concurrently with the first complete submittal of Contractor's Construction Schedule.				
	<b>Time Frame</b>					
	14	Verify that the schedule extends from date established for the Notice to Proceed to date of Final Completion				
	15	Verify that the Contract completion date does not change by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.				
	<b>Activities</b>					
	16	Verify that the Contractor treats each story or separate area as a separate numbered activity utilizing the Work Breakdown Structure (WBS) for each principal element of the Work.				
	17	Verify that the schedule includes procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.				
	18	Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.				
	19	Verify that the schedules includes not less than 30 days for startup and testing.				
	20	Verify that the schedule indicate completion in advance of date established for Substantial Completion, and allow time for Architects and Owner's Representative administrative procedures necessary for certification of Substantial Completion.				
	<b>Constraints</b>					
	21	Verify that the schedule includes constraints and work restrictions and shows how the sequence of Work is affected.				
	22	Verify that the list of activities on the schedule are arranged by phase.				
	23	Verify that the schedule includes a separate activity for each portion of the Work performed by Owner.				
	24	Verify that the schedule includes a separate activity for each Owner-Furnished product.				

PRELIMINARY CONSTRUCTION SCHEDULES	25	Verify that the effects of the following work restriction items are shown on the schedule: a. Coordination with existing construction. b. Limitations of continued occupancies. c. Uninterruptible services. d. Partial occupancy before Substantial Completion. e. Use of premises restrictions. f. Provisions for future construction. g. Seasonal variations. h. Environmental control.			
	<b>Milestones</b>				
	26	Verify schedule includes milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notices to Proceed, Substantial Completion, and Final Completion, Phasing and Building Enclosure.			
	<b>Contract Modifications</b>				
	27	For each proposed contract modification and concurrent with its submission, verify that the Contractor prepared a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.			
	28	Verify that the baseline can only be changed with approval from the PM.			
	29	Prior to any work conducted on-site, verify that the Contractor prepared a preliminary work schedule for the first 60 days of the planned activities, covering the initial work on-site. Verify that the schedule includes mobilization, submittals, and all related start-up activities.			
	30	Verify that the Contractor prepared a two (2) week look ahead schedule for coordination of work and review by the PM. Verify that the Contractor submits this schedule in conjunction with the bi-weekly progress meeting, and continue this submittal throughout the duration of construction. Submit in Bar-Chart format.			
	<b>CONSTRUCTION SCHEDULE (CPM SCHEDULE) FOR LARGE PROJECTS</b>				
	<b>CPM Schedule</b>				
31	Prepare Contractor's Construction Schedule using a computerized, time-scaled CPM network analysis diagram for the Work.				
<b>CPM Schedule Preparation</b>					
32	Verify that the Contractor prepared a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths				
<b>Initial Issue of Schedule</b>					
33	Verify that the Contractor prepared a initial network diagram from a list of straight "early start-total float" sort, identified critical activities, and prepared tabulated reports showing the following: 1. Contractor or subcontractor and the Work or activity. 2. Description of activity. 3. Principal events of activity. 4. Immediate preceding and succeeding activities. 5. Early and late start dates. 6. Early and late finish dates. 7. Activity duration in workdays. 8. Total float or slack time. 9. Average size of workforce.				
<b>Schedule Updating</b>					

EXECUTION	CONSTR	34	Verify that concurrent with making revisions to schedule, the Contractor prepared tabulated reports showing the following: 1. Identification of activities that have changed. 2. Changes in early and late start dates. 3. Changes in early and late finish dates. 4. Changes in activity durations in workdays. 5. Changes in the critical path. 6. Changes in total float or slack time. 7. Changes in the Contract Time.				
		<b>REPORTS</b>					
	<b>Daily Construction Reports</b>						
	35	Verify that the daily construction report include the following information: 1. List of subcontractors at Project site. 2. List of separate contractors at Project site. 3. Approximate count of personnel at Project site. 4. Equipment at Project site. 5. Material deliveries. 6. High and low temperature and general weather conditions. 7. Accidents. 8. Meetings and significant decisions. 9. Unusual events (refer to special reports). 10. Stoppages, delays, shortages, and losses. 11. Emergency procedures. 12. Orders and requests of authorities having jurisdiction. 13. Change Orders received and implemented. 14. Construction Change Directives received and implemented. 15. Services connected and disconnected. 16. Equipment or system tests and startups. 17. Partial Completions and occupancies. 18. Substantial Completions authorized.					
	<b>Material Location Reports</b>						
	36	Verify that at monthly intervals, the Contractor prepares and submits a comprehensive list of materials delivered to and stored at Project site. Verify that the list is cumulative, showing materials previously reports plus items recently delivered. Verify the list includes a statement of progress on the delivery dates form materials or items of equipment fabricated or stored away from Project site.					
	<b>Field Conditions Reports</b>						
37	Verify that immediately on discovery of a difference between field conditions and the Contract Documents, the Contractor prepared and submitted a detailed report; with a request for interpretation.						
EXECUTION	CONSTRUCTION SCHEDULE	<b>Contractor's Construction Schedule Updating</b>					
		38	Verify that the Contractor is updating the schedule on a monthly basis to reflect actual construction progress of activities.				
		39	Verify that the Contractor is issuing the schedule before each regularly scheduled progress meeting.				
		40	Verify that the Contractor is revising the schedule immediately after each meeting or other activity where revisions have been recognized or made and is issuing the updated schedule concurrently with the report of each such meeting.				

<b>CONTRACTOR'S CON</b>	41	Verify that the updated schedule report indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.			
	42	Verify that as the Work progresses, the schedule indicates the Actual Completion percentages for each activity.			
	<b>Distribution</b>				
	43	Verify that the Contractor is distributing copies of the approved schedule to Architects, FP&C PM, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.			
	44	Verify that the Contractor is posting copies in the Project meeting rooms and temporary field offices.			
	45	Verify that when revisions are made, the Contractor is distributing updated schedules to the same parties and post in the same locations.			



# Appendix 12.2

## University of Alaska Anchorage Facilities planning and construction

Project risk management typical events worksheet		
Risk event	Impact/Consequence	Potential risk event response strategies
<b>Inclement weather.</b>	Reduces productivity or stops job due to unsafe working conditions and/or workforce reduction due to road conditions.	<ol style="list-style-type: none"> <li>1. If possible, plan project to occur during optimum weather conditions – Risk Avoidance.</li> <li>2. Include cost in project budget for temporary weather enclosures to protect workers – Risk Mitigation.</li> <li>3. Include schedule contingency if work must occur during period when weather is likely to cause delays – Risk Mitigation.</li> <li>4. Include cost contingency for overtime to offset productivity loss – Risk Mitigation.</li> </ol>
<b>Inexperienced contractor.</b>	Potential problems in quality, cost and schedule compliance.	<ol style="list-style-type: none"> <li>1. Investigate qualifications of contractors/suppliers and be selective in who is allowed to bid – Risk Avoidance.</li> <li>2. Bid evaluation should include experience and quality of proposed management team – Risk Avoidance.</li> <li>3. Consider alliance contractors for highly complex or critical projects – Risk Avoidance.</li> </ol>
<b>Labor availability.</b>	Schedule delays and/or premium cost for overtime or wage incentives to attract sufficient labor.	<ol style="list-style-type: none"> <li>1. Use firm price, Guaranteed Maximum Price (GMP) or shared risk/reward pricing to limit exposure due to labor premium – Risk Transference.</li> <li>2. Consider adjusting project schedule when labor is more plentiful – Risk Avoidance.</li> <li>3. Include additional contingency in cost estimate and/or schedule – Risk Mitigation.</li> </ol>
<b>Unexpected field conditions.</b>	Additional scope or rework causes increased cost and schedule delays.	<ol style="list-style-type: none"> <li>1. Make field walk-downs to check for conditions not shown or inconsistent with drawings – Risk Avoidance.</li> <li>2. Perform exploratory digging to accurately locate underground utilities – Risk Avoidance.</li> <li>3. Check condition and suitability of existing equipment or material to be reused as part of a project. Examples include existing cables, motors, pumps, etc. – Risk Avoidance.</li> </ol>

<b>Project risk management typical events worksheet</b>		
<b>Presence of hazardous materials.</b>	Presence of asbestos, lead paint or other hazardous materials may create health concerns among workforce, delay work, and increase cost.	<ol style="list-style-type: none"> <li>1. Arrange for sampling of work areas if there is any doubt as to presence of hazardous materials – Risk Avoidance.</li> <li>2. Protect, clean and/or abate hazardous material in work areas prior to entry by work force – Risk Avoidance.</li> <li>3. Have plans and resources ready on site to respond to emergency situations and concerns of work force if hazardous materials are released or found unexpectedly – Risk Mitigation.</li> </ol>
<b>Interferences with other contractors or plant operations.</b>	Delays in schedule and claims for inefficiencies from contractors.	<ol style="list-style-type: none"> <li>1. Use general contractor to coordinate work activities of multiple specialty contractors – Risk Transference.</li> <li>2. Discuss construction plans with plant operations and maintenance – Risk Avoidance.</li> <li>3. Investigate other planned construction activity on site to determine possible work interferences and pursue resolution – Risk Avoidance.</li> <li>4. Conduct coordination meetings – Risk Avoidance.</li> </ol>
<b>Late material/equipment deliveries.</b>	Results in claims from installing contractor, inefficient use of resources and possible production loss.	<ol style="list-style-type: none"> <li>1. For critical material/equipment, use penalties in contract for late delivery – Risk Transference.</li> <li>2. Require regular vendor status reports – Risk Avoidance.</li> <li>3. Visit vendor fabrication facility to verify progress – Risk Avoidance.</li> <li>4. Develop alternate construction plan to maintain productivity and schedule compliance in the event of late deliveries – Risk Mitigation.</li> </ol>
<b>Scope not well defined.</b>	Exposure to additional cost for extra work or inflated bids to cover undefined work.	<ol style="list-style-type: none"> <li>1. Complete design and develop project delivery plan before initiating contract procurement – Risk Avoidance.</li> <li>2. Use alliance contractor to jointly develop scope, cost and schedule requirements for project – Risk Avoidance.</li> </ol>
<b>Inaccurate cost estimate.</b>	Project budget inadequate to cover intended scope.	<ol style="list-style-type: none"> <li>1. Obtain estimates or budgetary quotes from contractors and vendors – Risk Avoidance.</li> <li>2. Obtain firm price proposals to well defined scope of work – Risk Transference.</li> <li>3. Utilize alliance contractor with shared risk/reward or GMP – Risk Transference.</li> <li>4. Utilize cost contingency commensurate with the identified risk – Risk Mitigation.</li> </ol>
<b>Compressed schedule.</b>	Additional cost for overtime, inefficiencies and unexpected	<ol style="list-style-type: none"> <li>1. Obtain input from contractors, past similar projects and experience of others to establish realistic schedule – Risk Avoidance.</li> </ol>

Project risk management typical events worksheet		
	production loss from extending outage.	<ol style="list-style-type: none"> <li>2. Encourage alternative proposals from contractors that offer potential to reduce schedule and/or cost – Risk Avoidance.</li> <li>3. Use alliance contractor to develop work plan and schedule for complex projects – Risk Avoidance.</li> </ol>
<b>Permits.</b>	Potential delay of start of field construction and/or result in project cost overruns or failure of the project entirely.	<ol style="list-style-type: none"> <li>1. Obtain input from, management, contractors, past similar projects and experience of others to identify required federal, state and local permits as early as possible in the project planning phase – Risk Avoidance.</li> <li>2. Ensure need dates and ownership for obtaining each permit is clearly identified – Risk Avoidance.</li> </ol>
<b>Contractor not motivated to control cost.</b>	Budget not adhered to. Cost spirals out of control.	<ol style="list-style-type: none"> <li>1. Structure commercial arrangements to ensure contractor has significant financial interests in meeting project goals. Examples include: <ol style="list-style-type: none"> <li>a. Target Price with shared risk/reward – Risk Transference.</li> <li>b. Firm Price to well defined scope and schedule requirements – Risk Transference.</li> <li>c. GMP with shared reward – Risk Transference.</li> </ol> </li> </ol>
<b>Unproven technology or construction method used.</b>	<p>Project does not achieve goals in one or more of the following:</p> <ol style="list-style-type: none"> <li>1. Technical performance.</li> <li>2. Schedule.</li> <li>3. Cost.</li> </ol>	<ol style="list-style-type: none"> <li>1. Research technologies and/or design approach – Risk Avoidance.</li> <li>2. Seek independent expert opinion(s) on technology or construction methods – Risk Avoidance.</li> <li>3. Pre-qualify vendors/contractors based on experience on similar projects – Risk Avoidance.</li> <li>4. Encourage proven alternatives from vendors/contractors by using performance based specifications – Risk Avoidance.</li> </ol>
<b>Quality issues with completed work.</b>	May require significant rework. Unit availability and/or project design goals negatively impacted.	<ol style="list-style-type: none"> <li>1. Prepare quality control plans – Risk Avoidance.</li> <li>2. Perform vendor/contractor surveillance as appropriate – Risk Avoidance.</li> <li>3. Specify industry standard or specialized testing as appropriate in the contract – Risk Avoidance.</li> </ol>
<b>Design documents not completed on schedule.</b>	Potential delay of start of field construction and/or result in project cost overruns.	<ol style="list-style-type: none"> <li>1. Ensure project is well defined and design activities are started as early as practical – Risk Avoidance.</li> <li>2. Prioritize design documents completion schedule to minimize impact on schedule – Risk Avoidance.</li> <li>3. Identify and remove barriers to design completion – Risk Avoidance.</li> </ol>

## Project risk management typical events worksheet

		4. Add additional design resources if practical – Risk Mitigation.
<b>Significant change in project scope.</b>	Potential increase project duration, resources and costs.	<ol style="list-style-type: none"><li>1. Ensure project scope is well defined during project planning phase – Risk Avoidance.</li><li>2. Prevent unnecessary scope changes – Risk Avoidance.</li></ol>
<b>Loss of key project team member.</b>	Delays in completion of project activities and decrease in project management effectiveness.	<ol style="list-style-type: none"><li>1. Have firm commitment on team member participation in the project – Risk Avoidance.</li><li>2. Have contingency plans for replacement of key team members – Risk Mitigation.</li><li>3. Ensure team members are capable of assuming each other duties to the extent possible – Risk Mitigation.</li></ol>

## Appendix 13 - Communication Plan

### Facilities Planning and Construction (FP&C)

**Project Name:** <Project Name>  
**Project Manager:** <Project Manager>

**Project ID:** <Project ID>  
**Updated:** <Insert last update date>

**Purpose:** Consistent project reporting helps keep the Client and project stakeholders informed of the current status of the Project. This document is intended to provide transparency on required communication from the project stakeholders.

Item #	PPM Section		Project Size	Owner of Communication Task	Communication Type	Communication Type Details	Attendance	Frequency	Associated Template/ Documents	Elements of Communication
1	6	<b>Initiation</b>	All	Project Manager	Meeting	Project Scoping	Project Team	Per each scoping phase	Design Assessment Checklist	Scoping Session to occur within 2 weeks of PM Assignment PM to capture full intended scope of work from Client
2	9	<b>Closeout</b>	Large	Project Manager	Meeting	Lessons Learned Workshop	Project stakeholders	1x per project (@ completion)	Project Lessons Learned Log	
3	10	<b>Schedule Management</b>	All	Project Manager	Meeting	Project Schedule Meeting	Project stakeholders	As required	Schedule Checklist	
4	12	<b>Risk Management</b>	All	Project Manager	Meeting	Risk Management Meeting	Project stakeholders	As required	Risk Register	
5	13	<b>Project Communication</b>	All	Project Manager	Meeting	Internal FP&C Staff Meeting	FP&C Staff	Bi-Weekly (2x/month)	Item #8 & #9	
6	13	<b>Project Communication</b>	Large	General Contractor	Meeting	Coordination Meeting Owner-Architect-Contractor (OAC)	Project stakeholders	Bi-Weekly (2x/month)	n/a	
7	14	<b>Change Management</b>	All	Project Manager	Meeting	Project Change Meetings	Project stakeholders	As required	1. Contractor Potential Change Order 2. Change Order Log	
8	13	<b>Project Communication</b>	Large	Director	Report	Board of Regents Report	Board of Regents	Periodically	Construction in Progress	To be communicated at Quarterly BOR meeting
9	13	<b>Project Communication</b>	All	Fiscal Manager	Report	Statewide Maintenance and R&R Report	Board of Regents	1x/year (December)		
10	13	<b>Project Communication</b>	All	Fiscal Manager	Report	Expenditure Report	Board of Regents	1x/year (June)		
11	13	<b>Project Communication</b>	All	Fiscal Manager	Report	Operations Report	Board of Regents	1x/year (July)		

**Appendix 14.2a  
Change Order Review Checklist**

**University of Alaska Anchorage**



**Project Name and Project Number:**

---

**Project Manager (PM):** Please ensure all items are completed and checked-off below.

**Fiscal Manager (FM):** Please ensure that any 5 items of your selection are completed and checked-off below.

**Preliminary Review**

PM	Item No.	Review Description	FM
<b>Scope</b>			
<input type="checkbox"/>	1	Is the scope change adequately defined?	<input type="checkbox"/>
<input type="checkbox"/>	2	Is this scope clearly outside of the original contracted scope?	<input type="checkbox"/>
<input type="checkbox"/>	3	Will this scope change impact other work?	<input type="checkbox"/>
<b>Schedule</b>			
<input type="checkbox"/>	4	Is there a schedule defined or attached for the work associated with this change?	<input type="checkbox"/>
<input type="checkbox"/>	5	Is this an excusable delay?	<input type="checkbox"/>
<input type="checkbox"/>	6	Is this change being executed on an accelerated basis?	<input type="checkbox"/>
<input type="checkbox"/>	7	Does this change extend the project completion date?	<input type="checkbox"/>
<input type="checkbox"/>	8	Is the approval of this change holding up other work?	<input type="checkbox"/>
<b>Budget</b>			
<input type="checkbox"/>	9	Is this change order included in the current project forecast estimate?	<input type="checkbox"/>
<input type="checkbox"/>	10	Is there money in the budget to absorb this change?	<input type="checkbox"/>
<input type="checkbox"/>	11	Will this change increase the overall projected cost of the project?	<input type="checkbox"/>
<b>Contractual/Project Controls</b>			
<input type="checkbox"/>	12	Is there adequate cost breakdown for this change order?	<input type="checkbox"/>
<input type="checkbox"/>	13	Is there an independent estimate attached with the change order as deemed appropriate?	<input type="checkbox"/>
<input type="checkbox"/>	14	Has this work already been performed?	<input type="checkbox"/>
<input type="checkbox"/>	15	Is the change pricing per the original contract?	<input type="checkbox"/>
<input type="checkbox"/>	16	Are pass-through markups being correctly applied for managing this work?	<input type="checkbox"/>

---

Project Manager Reviewer Name

---

Project Manager Signature

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Date

---

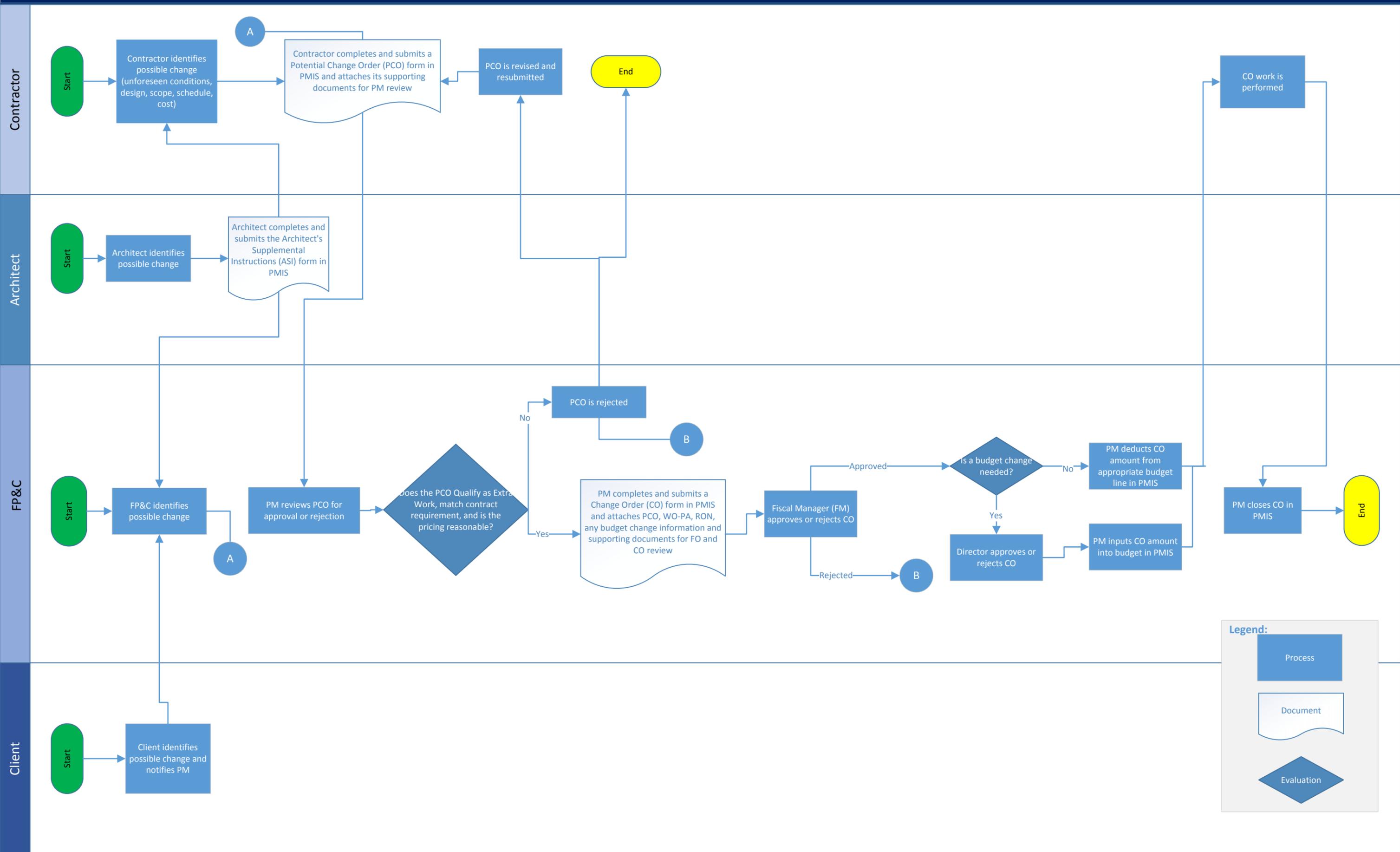
Fiscal Manager Reviewer Name

---

Fiscal Manager Signature

---

Date



**Legend:**

- Process (Blue rectangle)
- Document (White rectangle with wavy bottom)
- Evaluation (Blue diamond)



# Facilities Planning & Construction

UNIVERSITY *of* ALASKA ANCHORAGE

## REQUEST FOR QUOTE

**UAA <PROJECT TITLE>**

**<City>, Alaska**

**PROJECT NO.: ##-####**

**Building Name:**

**Building Number:**

**ISSUED: January 31, 2016**

**FACILITIES PLANNING AND CONSTRUCTION  
3890 UNIVERSITY LAKE DRIVE, SUITE 110  
ANCHORAGE, AK 99508-4669  
907.786.4900**

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**REQUEST FOR QUOTE**  
**UAA <PROJECT>**  
**PROJECT NO. <XXXXX>**

**TABLE OF CONTENTS**

**Quote Documents**

Procurement Notice  
Request for Quote  
Instructions  
Quote Submittal Form  
Bid Bond  
Alaska Products Worksheet  
Alternate Brand Request  
W9

**Contract Documents**

Agreement between Owner & Contractor  
Performance Bond  
Payment Bond  
General Conditions  
Special Conditions  
Wage Determination

**General Requirements**

00 10 00 Summary of Work  
01 23 00 Alternates  
01 25 00 Contract Modification Procedures  
01 29 00 Payment Procedures  
01 31 00 Project Management  
01 32 00 Construction Progress  
01 33 00 Submittal Procedures  
01 40 00 Quality Control  
01 41 00 Site Safety Requirements  
01 50 00 Temporary Controls  
01 60 00 Product Requirements & Substitutions  
01 42 00 Field Engineering  
01 73 00 Cutting Patching  
01 74 00 Cleaning

01 75 00 Starting & Adjusting  
01 77 00 Closeout Procedures  
01 78 00 Closeout Submittals  
01 81 00 Building Commissioning  
01 82 00 Demonstration & Training

**Technical Specifications (if applicable)**

**Attachments**

UAA Project Forms

Drawings

---

**IMPORTANT**

**This Request for Quote conforms to the State Procurement Code for the State of Alaska. Quoters are strongly advised to study the RFQ documents very carefully and be fully aware of the revisions made to these pages to conform to as 36.30.**

**THE WORK PERFORMED IN CONJUNCTION WITH THIS RFQ IS SUBJECT TO THE STATE OF ALASKA TITLE 36 PUBLIC CONTRACTS PREVAILING WAGE RATES.**

**If you have any questions, please call Facilities Planning & Construction's Fiscal Manager, Sandra Blum at 907-786-4905.**

**Clarification on Alaska Bidder Preference and Alaska Product Preference can be viewed on line at**

**<http://commerce.alaska.gov/dnn/ded/dev/AlaskaProductPreferenceProgram.aspx>**

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**UNIVERSITY OF ALASKA ANCHORAGE  
FACILITIES PLANNING & CONSTRUCTION  
REQUEST FOR QUOTE  
January 31, 2016**

<b>PROJECT: UAA</b> <Project Name>	<b>BUILDING NAME:</b> <Name>
<b>PROJECT NO.:</b> <##-####>	<b>BUILDING NUMBER:</b> <XX####>

Quotes will be received from qualified, responsible firms for furnishing all labor, material, plant and equipment to accomplish the Work described below in accordance with the terms and conditions contained in this Request for Quote. **A Pre-Bid Conference will be held February 5<sup>th</sup> at 10:00 AM, on site, at the UAA Facilities Planning & Construction Office located at 3890 University Lake Drive Suite 110A, Anchorage, AK 99508.**

The work consists of: Removing two existing boilers and associated piping and appurtenances. Contractor is to supply and install two new boilers; as fully described in drawings and specifications.

Specified Dates are as follows:

Pre-Bid Conference: February 5, 2016 10:00 AM  
Alternate Brand Requests: Due February 7, 2016 2:00 PM  
Questions Due: February 10, 2016 2:00 PM  
Quotes Due: February 14, 2016 2:00 PM

Should your quote be accepted, work is to start upon receipt of the Notice to Proceed and be diligently prosecuted to completion by April 30, 2016.

Any questions regarding this project shall be submitted, in writing, to: Howie Morse, Project Manager  
Email: [hjmorse@uaa.alaska.edu](mailto:hjmorse@uaa.alaska.edu)

Submit quotes to:  
Sandra Blum, Fiscal Manager  
Facilities Planning & Construction  
3890 University Lake Dr., Suite 110  
Anchorage, Alaska 99508  
Email: [uaa\\_fpc@uaa.alaska.edu](mailto:uaa_fpc@uaa.alaska.edu)

All quotes must be accompanied by a bid bond provided by a surety authorized to do business in the State of Alaska on a form provided herein, or a cashier's check. Bid security must be in an amount equal to at least five percent (5%) of the maximum amount of the quote.

Payment & Performance Bonds are required for all construction projects over \$100,000.

Work performed in conjunction with this contract is subject the State of Alaska Prevailing Wage Determination:

Title 36. Public Contracts  
AS 36.05 & AS 36.10  
Wage & Hour Administration  
Pamphlet No. 600  
Effective April 1, 2016  
Issue 32

Located at: <http://labor.state.ak.us/lss/forms/pamp600-040115.pdf>

The University of Alaska reserves the right to reject any or all bids, offers, or parts thereof and to waive any informality in the bid process or offer received, when in the best interest of the University to do so.

The University of Alaska Anchorage is an affirmative action/equal opportunity employer and educational institution.

# INSTRUCTIONS

## 1. REQUEST FOR QUOTE

Bidders shall familiarize themselves with the requirements of all of the Request for Quote contract documents including these Instructions, the Quote Form, the Agreement, the General Conditions, the Special Conditions, the Specifications, the Drawings, any addenda issued, and any other documents referenced or referred to therein.

## 2. EXAMINATION OF SITE

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the Work and the general and local conditions unique to this project which can affect the Work or the cost of the Work, including but not limited to:

Conditions bearing upon transportation, disposal, handling, and storage of materials;  
The availability of labor, water, electric power, and roads;  
Uncertainties of weather, river stages, tides, or similar physical conditions at the sites;  
The conformation and conditions of the ground; and  
The character of equipment and facilities needed preliminary to and during work performance.

Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work.

## 3. EXAMINATIONS AND INTERPRETATION OF DOCUMENTS

Each bidder shall examine the Request for Quote carefully and shall make written requests to the Owner for interpretation or correction of any ambiguity, inconsistency, discrepancy, omission, or error therein which the bidder may discover. Any interpretation or correction will be issued in an addendum by the Owner. Only a written interpretation shall be binding. No bidder shall rely on any interpretation or correction given by any other method. If the Bidder is not satisfied with the Owner's response, the Bidder must file a protest in accordance with paragraph 6. Failure to file such a protest constitutes waiver of the issues that could have been brought in the protest.

## 4. "OR EQUAL" PRODUCTS

Whenever a material, article, piece of equipment or system is identified in the Request for Quote by reference to manufacturers' or vendors' name, trade names, catalog numbers, etc., it is intended to establish a minimum standard. Unless otherwise noted, alternate brands of any material, article, equipment or system of other manufacturers or vendors which will perform adequately the duties imposed by the general design of the project will be considered equally acceptable; provided the material, article, equipment, or system so proposed is, in the opinion of the Owner, of equal substance, function, dimension, appearance, and quality.

If in the opinion of the Owner an alternate brand is determined to be of equal substance, function, dimension, appearance, and quality, an addendum shall be issued.

## **5. ADDENDA**

Bidders must acknowledge receipt of all addenda on the Quote Form.

## **6. PROTESTING SOLICITATION OR AWARD**

Any protest of the technical specifications or the requirements of this solicitation shall be filed prior to the deadline for submittal of quotations. Protests filed after the submittal deadline shall not be considered.

An interested party wishing to protest the award resulting from a solicitation for a small procurement shall:

Notify the responsible procurement officer within one (1) working day of the opening of responses that he/she intends to file a protest of the award.

Provide a written protest not later than three (3) working days after the submittal deadline.

Protests of an award or a proposed award shall be resolved in accordance with Board of Regents Policies and University of Alaska Procurement Regulations.

## **7. QUOTE FORM**

Quotes must be submitted on the forms provided by the Owner, completed in all respects as required by the Quote Form and Request for Quote, and manually signed by an authorized official of the bidder. Bidders may make copies of the quote forms for submission of quotes.

## **8. SUBMISSION OF QUOTE**

Quotes must be received at the office designated in the Notice of Request for Quote by the specified due date and time. Quotes must be signed by authorized persons and be accompanied by bid security, addendum acknowledgement and such other material or information required by the Request for Quote.

Each bidder must have a valid Alaska Business License, required under AS 36.30.110 (b), at the time the contract is awarded. To qualify as an Alaska Bidder a bidder shall have a valid business license at the time the bid is opened. The bidder must also be registered as required under AS 08.18. The registration and license numbers must be supplied on the bid form at time of bid. Within five (5) working days of the Owner's written identification of a notice-of-intent-to-award a contract, the selected bidder will provide copies of its valid Alaska Business License and Contractor's Registration.

## **9. BID SECURITY**

All quotes must be accompanied by a bid bond provided by a surety authorized to do business in the state of Alaska on a form provided herein, or a cashier's check. Security must be in an amount equal to at least five (5) percent of the maximum amount of the quote.

Failure to furnish a guarantee in the proper form and amount, by the time set, may be cause for rejection of the quote.

The bid securities of the three lowest quotes will be held by the Owner until the Contract has been finally executed, but no longer than 45 calendar days after notice of intent to award, after which time the bid securities will be returned. All other bid securities will be returned within ten (10) working days after notice of intent to award.

If the successful Bidder, upon notice of intent to accept its bid by the Owner within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may declare the Bidder non-responsive and the amount of its bid guaranty may be retained by Owner as liquidated damages.

If all quotes are rejected, the bid securities of all bidders will be returned within ten (10) working days after rejection.

## **10. COMPARISONS AND EVALUATION OF QUOTES**

This Request for Quote is prepared for a single general contract unless otherwise stated herein or on the Quote Form.

Before a quote is considered for award all quotes will be compared and the lowest responsive and responsible bidder determined. The bidder may be requested by the Owner to supply information demonstrating the prospective contractor's satisfactory record of timely performance, his ability and experience in performing comparable work, his business and technical organization, financial resources, plant available, and method of performing the Work, and whether he has ever been terminated on construction work. Failure of the bidder to promptly supply the information may be grounds for a determination of non-responsibility. All information supplied may not be disclosed without written consent of the bidder.

"Alaska Bidders" will be given a five (5) percent preference over non-resident bidders. An "Alaska Bidder" for purpose of bid award is a person who: a) holds a current Alaska Business License, b) submits a bid for goods or services under the name as appearing on his current Alaska Business License, c) has maintained a place of business within the state, staffed by the Bidder or an employee for a period of six months immediately preceding the date of his bid, d) is incorporated or qualified to do business under the laws of the state, e) if a proprietorship or partnership, all have to be resident, and f) if a joint venture, all ventures must qualify under a) through e).

Employment Program Preference: If a bidder qualifies as an "Alaska Bidder" and is offering services through an employment program as defined under AS.36.30.321 it will be given a fifteen (15) percent preference over a nonresident bidder.

Alaskans with Disabilities: If a Bidder qualifies as an Alaska Bidder and the Bidder is (1) a sole proprietorship owned by person with a disability, (2) a partnership where all partners have disabilities, (3) a limited liability corporation where all of the members have disabilities, or (4) a corporation wholly owned by individuals with disabilities, (5) a joint venture that is composed of ventures that qualify under (1)-(4), the Bidder is entitled to a ten (10) percent preference over other Alaska Bidders.

A Bidder may not claim more than one of the two disability related preferences listed above for the same bid. The State of Alaska Department of Labor and Workforce Development, Division of Vocational Rehabilitation maintains a list of qualified employment programs, and a list of individuals who qualify as persons with a disability. In order to claim either of these two preferences, the employment program or person must be on the respective list at the time the bid is opened, and a copy of a certification letter from the Division of Vocation Rehabilitation must be attached to the bid.

Alaska Veteran Preference: If a Bidder qualifies as an Alaska Bidder and the Bidder is a (1) sole proprietorship owned by an Alaska veteran, (2) a partnership where a majority of the partners are Alaska veterans, (3) a limited liability corporation where a majority of the members are Alaska veterans, or (4) a corporation wholly owned by individuals, and a majority of the individuals are Alaska veterans, the Bidder is entitled to a five (5) percent preference over other Alaska Bidders. The preference may not exceed \$5,000.

To qualify for the Employment Program, Disability or Veteran preferences in this section, a Bidder must add value by actually performing, controlling, managing, and supervising the services provided.

The University and regulations of the Department of Commerce provide a preference to be applied in the evaluation of a bid for the use of Alaska Products (AS.36.30.332), other than timber, lumber or manufactured lumber products, when Alaska Products are specified in a Request for Quote. When Alaska Products are specified for use in a project, the product and a quantity shall be stated on Alaska Products Preference Work Sheet (APPW) to the Bid Form. The quantity stated is an estimate used only in the evaluation of bids and may not necessarily be the exact quantity required. The bidder shall include in its bid the cost to provide, and shall provide the correct quantities under an awarded contract. A bid that designates the use of Alaska Products identified in the technical specifications and summarized on APPW and designated as Class I, Class II or Class III products as defined in the Procurement Code is decreased by the percentage of value, below, of the designated Alaska Product:

Class I product is given a three (3) percent preference

Class II product is given a five (5) percent preference

Class III product is given a seven (7) percent preference

Where non-brand named products are specified, Alaska Products may be used without approval prior to bid provided they meet the criteria and requirements of the project specifications. The owner will not review non-brand named products prior to bid; however they must be submitted for approval prior to use. The Bidder will be responsible for calculating the quantities and pricing required to complete the Alaska Products Worksheet, which must be submitted with its quote. If the preference, but its application, makes the bidder the apparent low quote and eventually the successful bidder, all other requirements for responsiveness, responsibility and specification compliance having been met, the Bidder shall provide the Owner, as it directs, evidence of the accuracy of its quantities and pricing. Allowing industry margins for waste cutting, if the Bidder's quantities and/or subsequent pricing are incorrect the imbalance shall be corrected, the preference reapplied and the bid reevaluated to determine the apparent low quote.

The bidder shall complete The Alaska Products Preference Work Sheet to the Quote Form and submit with its quote. Explanation and instruction for the bidders understanding and use are on the reverse side of the Work Sheet. Absence of APPW from the quote package will result in a determination that no Alaska Products preference is being claimed.

Notwithstanding the identification of an Alaska Product in the specifications of this project if the bidder desires to have an Alaska Product considered as an equal the procedures under Article 4 of these Instructions shall be followed. An "Alaska Product" is defined in AS 36.30. It has been investigated and certified by the Department of Commerce and appears in their publication "Alaska Product Preference List" which may be obtained from the Department of Commerce and Economic Development, PO Box D, Juneau, Alaska 99811.

It is the Owner's intention to award and construct the maximum facility for which funds are available. Alternate quotes, if called for, are intended to provide the Owner a range of comparative costs, which will allow identification of the combination most responsive to the Owner's needs and available funds. The bidder must submit prices for all alternates. Except as otherwise herein stated an apparent low bidder will be identified, and award of the contract will be made on the basis of the base quote plus those alternates that the Owner in its sole discretion elects to accept after application of the "Alaska Bidders" preference and an Alaska Products preference.

#### **11. CANCELLATION OF SOLICITATION; REJECTION OF QUOTES**

The Owner may cancel this solicitation if it determines that it no longer requires the construction, or it can no longer reasonably expect to fund the project, or that there need to be major design revisions. The Owner also reserves the right to waive minor or immaterial defects or irregularities in a quote, or to reject any and all quotes.

#### **12. MISTAKE IN QUOTES**

Where a bidder claims to have made a mistake, such a mistake must be called to the attention of the Owner and documented with proof of evidential value within five calendar days after quotes are due. If a bidder clearly and convincingly demonstrates that a mistake other than a minor informality was made the bidder may withdraw the quote and the bid bond shall be returned. However, if the mistake is attributable to an error in judgment, the bidder forfeits the bid bond or other bid security. If the Owner determines that it has made a material mistake in the Request for Quote before the contract has been awarded, it may correct the error if it determines that no competitive harm would result, or it may cancel the solicitation.

#### **13. PERIOD FOR ACCEPTANCE**

The quotes shall remain valid for at least sixty (60) days after the due date for submission of quotes except as otherwise specified elsewhere in this solicitation.

#### **14. AWARD OF CONTRACT**

The lowest responsive and responsible bidder will be issued a Notice-of-Award, if at all, within 30 calendar days after the quotes are due, or within such extended period of time as agreed in writing between the Owner, the bidder concerned, and its surety.

The use of the term "days" shall refer to calendar days unless otherwise specified. The time in which to act is computed by excluding the day of the act, event, or notice and including the last day. If the last day of the prescribed deadline or time period falls on a Saturday, Sunday or other holiday when the University is closed, the deadline or time period will be extended until the end of the next day that the University is open for business.

#### **15. EXECUTION OF CONTRACT**

The contract must be signed by the bidder whose quote is identified as the apparent low and returned within five (5) calendar days of the contractor's receipt of written Notice-of-Intent-to-Award-a-Contract, together with a payment bond and performance bond, on forms provided by the Owner and certificates of insurance showing the different types, coverage and limits as required.

Notice-of-Intent-to-Award-a-Contract does not create any obligation of the Owner to make a formal award nor does it constitute a notice to proceed with any of the work.

The Notice-of-Intent-to-Award may be issued simultaneously with identification of low apparent bidder for purposes of obtaining a subcontractors list. The time requirements and non-responsive consequences apply as stated under Article 9 of these Instructions.

**16. FAILURE TO EXECUTE CONTRACT**

If the bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required contract security and proof of insurance within the time specified, the Owner may declare the Bidder non-responsive and the amount of his bid security may be retained by the Owner as liquidated damages.

**17. ALASKA FOREST PRODUCTS PREFERENCE**

The Bidder is advised that whenever timber, lumber, and manufactured lumber products are required in this Project, only products originating in this State from local forests shall be used wherever practicable. Refer to the General Conditions for the complete Alaska Forest Products requirements under this Contract.

**18. PRE-BID CONFERENCE**

At a time and place called out in the Notice of Request for Quote or by special notice, a pre-bid conference may be held. All prospective bidders are invited to attend the conference.

Conferees will be invited to comment on the bid documents or to raise questions, which may require explanation. If deemed necessary by the Owner, an addendum to the bid documents will be issued reflecting conclusions resulting from the conference.

The Owner, the principal consultants, and the architects of the project, will attend the conference together with all interested bidders.

END OF INSTRUCTIONS

## QUOTE FORM FOR LUMP SUM CONTRACT

**PLACE:** Anchorage, Alaska

**DATE:** \_\_\_\_\_

**PROJECT:** UAA <Project Title>

**PROJECT NO.:** ##-####

**BUILDING NAME:**

**BUILDING NUMBER:**

Quote from \_\_\_\_\_ (hereinafter called the **Bidder**), a corporation, organized and existing under the laws of the State of \_\_\_\_\_ a partnership, or an individual doing business as \_\_\_\_\_ to the University of Alaska, Anchorage, Alaska (hereinafter called the **Owner**).

- A. **Bidder**, in compliance with the Request for Quote for the construction of the Project indicated above, having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and for the price stated below.
- B. The **Bidder** hereby agrees to commence work under the Contract on a date to be specified in the written Notice of Award of the **Owner** and to fully complete the Project within the time stipulated in the Contract Documents. The **Bidder** further agrees to pay all applicable liquidated damages in the sums, as set forth in the Contract Documents.
- C. The **Bidder** acknowledges receipt of the following addenda:

ADDENDUM \_\_\_\_\_ DATE \_\_\_\_\_

Bidder: \_\_\_\_\_

**D. BASE BID AMOUNT:**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(In Words) (In Figures)

E. The **Bidder** understands that the **Owner** reserves the right to reject any or all quotes and to waive any informality.

Within Five (5) days from date of written Notice-of-Intent-to-Award, the **Bidder** agrees to provide the required Insurance, Performance and Payment Bonds and execute the formal Agreement between **Owner** and Contractor. Bidder also agrees to provide a list of its subcontractors' names, addresses, specialty and Alaska Business License and Registration numbers by 5:00 P.M. on the fifth working day following receipt of written identification as APPARENT LOW BIDDER.

F. THIS PROJECT IS SUBJECT TO THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS OF EXECUTIVE ORDERS 11246 AND 11625. THE BIDDER IS ADVISED THAT IN SIGNING THIS BID FORM HE IS MAKING CERTIFICATIONS REGARDING HIS EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. SEE GENERAL CONDITIONS ARTICLE 49.

G. The undersigned hereby indicates its election regarding the following preferences:

Alaska Bidder Preference	_____ Claims Preference
	_____ Does Not Claim Preference
Alaskans with Disabilities Preference	_____ Claims Preference
	_____ Does Not Claim Preference
Alaska Veteran Preference	_____ Claims Preference
	_____ Does Not Claim Preference
Employment Program Preference	_____ Claims Preference
	_____ Does Not Claim Preference

If no election is made it will be determined the **Bidder** does not claim the preference.



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## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound onto \_\_\_\_\_  
\_\_\_\_\_ as Owner in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ for the payment of which, well and  
truly to be made, we hereby jointly and severally, bind ourselves, our heirs, executors, administrators,  
successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain Bid, attached hereto and hereby made a part  
hereof, to enter into a contract in writing for the \_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the KM penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by the proper officers, the day and year set forth below.

Signed this \_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
Principal (L.S.)

Surety

By: \_\_\_\_\_

SEAL

Form Approved August 1977 T.B.G.

# Alaska Product Preference Program

<http://commerce.alaska.gov/dnn/ded/dev/AlaskaProductPreferenceProgram.aspx>

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**BIDDERS INSTRUCTIONS:**

- A. **GENERAL:** The contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidders' entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation(s) accordingly.
- B. **BASE BID (form completion)**
- 1) Enter project name and number and bid number, the words "Base Bid" and the Contractor's name in the heading of each page as provided.
  - 2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows:
  - 3) For each suitable product submitted under the "Base Bid" enter:
    - the product name, generic description and its corresponding technical specification section number under the heading "PRODUCT & SPECIFICATION REFERENCE",
    - the company name of the Alaska producer under the heading "MANUFACTURER", and
    - the product class (I, II, or III) and preference percentage (3, 5, or 7% respectively) under the Product Class (%).
  - 4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:
    - under the heading "ESTIMATED QUANTITY". The bidders estimated quantity of the product
    - under the heading "UNIT PRICE", the manufacturer's quoted unit price of the products under the heading "TOTAL DECLARED VALUE" the extension of "Estimated Quantity" times the manufacturer's quoted "Unit Price",
    - (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charge of incorporating the product into the work,) and
    - the resulting preference - i.e. the preference percentage times the total declared value amount - under the heading "APPLIED PREFERENCE".
  - 5) Continue for all "suitable" base bid products. If the listing exceeds one page enter the words "SUB" in front of the word "TOTAL" and on the first entry line of the following pages enter "SUBTOTAL OF APPLIED PREFERENCE FROM PREVIOUS PAGE".
  - 6) On the final page of the listing enter "BASE BID PREFERENCE GRAND" immediately before the word "TOTAL".
  - 7) Total the entries in the "APPLIED PREFERENCE" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.
  - 8) Compute a Grand Total for the Base Bid Preference. Enter this amount on the final page of the worksheet. (Note: On formally bid contracts this amount should also be entered on the Bid Form. Submit worksheet(s) with the Bid.
- C. **ALTERNATE BIDS (form completion)**
- 1) Enter project name and number and bid number, the words "Alternate Bid #\_\_\_", and the Contractor's name in the heading of each page as provided.
  - 2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID #\_\_\_", and repeat procedures 2 through 5 under part B these Bidder's instruction except that references to "Base Bid" shall be replaced with the words "Alternate Bid # \_\_\_."
  - 3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID #\_\_\_ - SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "APPLIED PREFERENCE" column.
  - 4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS".
  - 5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Base Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Prehung doors by Alaska Door Co., " in lieu of "Prehung Solid Core Wood Door, model "Super Door", Section 08210, by Alaska Door Co., Anchorage") Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NONAPPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on this basic bid as a result of that product, then the applicable entries under the heading "TOTAL DECLARED VALUE" and "APPLIED PREFERENCE" (for each product and from the base bid listing) shall also be entered into the corresponding heading of this form. Where only a portion of the products has been deleted, the entry (which will differ from those on the base bid listing) may be "pro-rated" or as otherwise substantiated.
  - 6) Following the listing of all non-applicable Alaska products enter the words "NON APPLICABLE PRODUCTS PREFERENCE FROM BASE BID --SUBTOTAL" and enter a subtotal amount for all non-applicable products as listed. Subtotal amount to be determined by adding all non-applicable entries in the "APPLIED PREFERENCE" column.
  - 7) At the bottom of the final page enter the words "ALTERNATE BID" # \_\_\_ PREFERENCE GRAND" immediately before the word "TOTAL".
  - 8) Compute a grand total for the alternate bid preference (for alternate #\_\_\_) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page. (Note: On formally bid contracts this amount should also be entered on the alternate bid form. Submit separate worksheet(s) with each alternate bid.

# ALTERNATE BRAND REQUEST FOR CONSIDERATION

Facilities Planning and Construction  
3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99058-4669

University of Alaska Anchorage  
Instructions Article 4  
General Condition Article 16

From: \_\_\_\_\_ Date: \_\_\_\_\_

Project: \_\_\_\_\_

We hereby submit for your consideration the following alternate brand product on the above project:

Section	Paragraph	Drawing No.	Specified Item
<hr/>			

1. Proposed alternate brand: \_\_\_\_\_

2. Describe briefly the reason for the proposed alternate brand: \_\_\_\_\_  
\_\_\_\_\_

3. Attach complete technical data, including laboratory test, if applicable. Include complete information on changes to contract documents which proposed alternate brand requires for its proper installation. Submit with request all necessary samples and substantiating data to show equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. See Instructions Article 4 and General Conditions Article 16 for additional information.

4. Fill in the blanks below:  
a. Does the alternate brand cause changes to the drawings? \_\_\_\_\_

If "yes", clearly indicate changes: \_\_\_\_\_  
\_\_\_\_\_

b. Will the undersigned pay for changes to the drawings, including engineering and detailing costs caused by the requested alternate brand?  
\_\_\_\_\_

(Answer "yes" or "no".)

c. What effect does the alternate brand have on other trades? \_\_\_\_\_  
\_\_\_\_\_

d. Differences between proposed alternate brand and specified item? \_\_\_\_\_  
\_\_\_\_\_

5. Manufacturer's guarantees of the proposed item(s) are attached:  
  
Explain the differences between guarantees of the proposed and specified item(s).  
\_\_\_\_\_  
\_\_\_\_\_

## ALTERNATE BRAND REQUEST FOR CONSIDERATION

6. Discuss how the function, appearance, and quality of the proposed alternate brand compares with the specified item.

---

I hereby certify that the foregoing statements are true and correct to the best of my knowledge:

---

Signature	Title	Date
-----------	-------	------

---

Firm or Company Name	Address	Telephone Number
----------------------	---------	------------------

Signature must be by person having authority to legally bind his firm to the above terms, 1 through 6, including attachments. Failure to provide legally binding signature will result in retraction of acceptance.

---

### For Use by Design Consultant

Accepted \_\_\_\_\_ Not Accepted \_\_\_\_\_ Accepted as Noted \_\_\_\_\_

Remarks:

---

---

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

---

### University of Alaska Anchorage

Received Too Late \_\_\_\_\_ Accepted \_\_\_\_\_ Not Accepted \_\_\_\_\_

Project Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

---

**END OF DOCUMENT**

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
				-			-		

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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CONTRACT DOCUMENTS

UAA <PROJECT TITLE>

PROJECT NO. ##-####

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PO# \_\_\_\_\_

**AGREEMENT  
Between  
OWNER  
And  
CONTRACTOR**

Date of Contract: \_\_\_\_\_

**THIS AGREEMENT** made by and between: **UNIVERSITY OF ALASKA**, Anchorage Alaska, (hereinafter called "Owner"), and \_\_\_\_\_, (hereinafter called "Contractor").

The Owner and the Contractor agree as set forth below:

Article 1.        Work

The Contractor shall perform all the Work required by the Contract Documents for the following project:

**UAA (PROJECT NAME)**  
**PROJECT NO.:**        **XX-XXXX**  
**BID NO.:**                **XX-XX**  
**BUILDING NAME:**     **XXXXXXXX**  
**BUILDING NUMBER:**   **XX 100**

It is agreed that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner or its assignee, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

Supply and installation of the entire Work as contained in the proposal submitted, (hereinafter called the "Work"), at a cost not to exceed the proposal price and to furnish all the materials, supplies, machinery, equipment, superintendents, labor, insurance, and other accessories and services necessary to complete said Work in accordance with the conditions stated in the Contract Documents.

Article 2.        Time of Commencement and Completion

Contractor hereby agrees to commence Work under this Agreement on a date to be specified in a written "Notice-of-Award" from the Owner and to complete the Work within the time stated in the Special Conditions.

**The Contract Completion Date is: JULY 30, 2015**

Article 3. The Architect/Engineer for this project is:

(A&E Firm)  
(Address)  
Anchorage, Alaska 99501  
Phone: 907-000-0000  
Fax: 907-000-0000

Article 4. Contract Sum

The Owner shall pay the Contractor under provisions of the Contract Documents for the performance of the Work, subject to additions and deductions by change order as provided in the Contract conditions, in current funds, the Contract Sum of \_\_\_\_\_ **00/100 Dollars (\$**  
). The attached bid sheets form an integral part of this Agreement.

Article 5. Contract Documents

5.1 The Contract Documents consist of this Agreement and documents listed hereinafter, (hereinafter called "Contract Documents"), and all are incorporated herein by reference and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

Request for Quote  
RFQ Instructions  
General Conditions  
Special Conditions  
University of Alaska Forms  
Laborers' and Mechanics' Minimum Rates of Pay  
Technical Specifications:  
Drawings  
Addendum Numbers x-x  
Contractor's Quote Form  
Notice of Award

5.2 In the event that any provision of one Contract Document conflicts with a provision of any other Contract Document, the provision of that Contract Document first listed shall govern, except as otherwise specifically stated:

- a. This Agreement
- b. Exhibits, attachments, etc. incorporated herein by reference.
- c. RFQ Instructions
- d. Special Conditions
- e. Special written instructions to the Contractor, if any.
- f. The General Conditions
- g. Manufacturer's instructions with reference to approved materials.
- h. The Technical Specifications.
- i. The Contract Drawings

This Agreement and all covenants hereof shall inure to the benefit of and be binding upon the Owner and

the Contractor, respectively, and their partners, successors, assigns, and legal representatives.

Article 6. Progress and Final Payments

- 6.1 Payment shall be made to the Contractor by the Owner, or his assigns, based upon amount of the approved Contractor's estimate of Work completed and value of materials suitably stored on site up to last day of month less any retainer required by the Owner in accordance with General Conditions Article No. 35.
- 6.2 Final payment, constituting the final unpaid balance of the contract sum, including retainer, shall be paid by the Owner, or his assigns to the Contractor. Final payment shall be due to the Contractor within thirty (30) days after receipt of this Contractor's Work by the Owner.

Article 7. Miscellaneous

- 7.1 Any notice of communication which either party desires to give the other party which affects the contract sum of this Agreement shall be given in writing, and either shall be personally delivered to the other party's representative or deposited in the United States mail as registered mail with all postage prepaid, and if given by the Contractor to the Owner, then addressed as follows:

University of Alaska Anchorage  
Facilities Planning and Construction  
Attention: John Faunce, Director  
3890 University Lake Drive, Suite 110  
Anchorage, AK 99508-4669

Telephone: 907.786.4900  
Fax: 907.786.4901

If given by the Owner to the Contractor, then addressed as follows (including telephone number on the last line):

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

Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement to be effective the day and year first above written.

\_\_\_\_\_, **Contractor**

**UNIVERSITY OF ALASKA, Owner**

All Required BOR Approvals obtained.

By: \_\_\_\_\_  
Name & Title

By: \_\_\_\_\_  
Project Manager      Date  
UAA Facilities Planning & Construction

\_\_\_\_\_  
Date

Funding obtained by:

\_\_\_\_\_  
UAA FP&C Fiscal Manager      Date

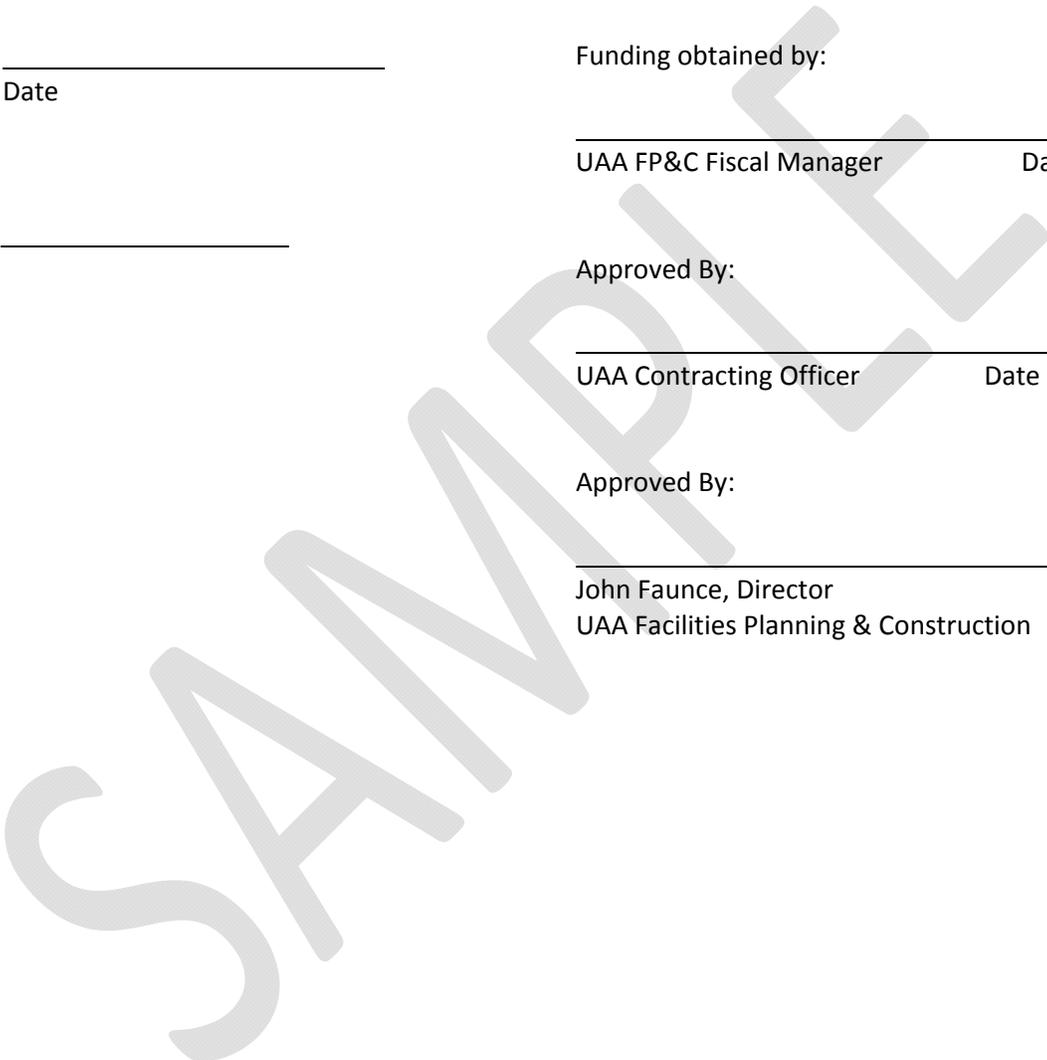
Tax ID: \_\_\_\_\_

Approved By:

\_\_\_\_\_  
UAA Contracting Officer      Date

Approved By:

\_\_\_\_\_  
John Faunce, Director      Date  
UAA Facilities Planning & Construction



GENERAL & SPECIAL CONDITIONS

UAA <PROJECT TITLE>

PROJECT NO. ##-####

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## **GENERAL CONDITIONS**

<b><u>CLAUSE</u></b>	<b><u>TITLE</u></b>
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## GENERAL CONDITIONS

### 1. Definitions

The following terms as used in this work are defined as follows:

- a. "Owner": The University of Alaska, its Board of Regents, the President of the University of Alaska, and its employees, officers and agents.
- b. "Substantial Completion" or "Substantially Complete": Work has progressed to the point where, in the opinion of the Owner and as evidenced by its Certificate of Substantial Completion, the Work is sufficiently complete in accordance with the Contract so that the Work can be utilized for all of the purposes for which it was intended. Irrespective of other Work, Substantial Completion cannot be obtained until architectural finishes, electrical, mechanical, and life-safety systems are in place, balanced, and tested for proper operation.
- c. "Beneficial Occupancy": Use by the Owner at Owner's option of all or any part of the premises where the Work is being done. The Work may or may not be Substantially Complete.
- d. "Chief Procurement Officer for Construction": The Chief Procurement Officer for the University of Alaska.
- e. "Contracting Officer": The Owner's representative/procurement officer responsible for administration of construction contracts.
- f. "Contract Documents": The Agreement and the documents referenced in the Agreement Between Owner and Contractor, including but not limited to the Project Manual consisting of the Instructions to Bidders, the Special Conditions, if any, the Special Instructions to Contractors, if any, these General Conditions, the Laborer's and Mechanics' Minimum Rates of Pay, the manufacturers' instructions with reference to approved materials, the Technical Specifications, and the Contract Drawings, and including the Notice-of-Intent-to-Award Contract Letter, and all addenda to all of the forgoing.
- g. "Contract or Project Manager": The person designated by the Contracting Officer as the Owner's representative for this contract, responsible for the day-to-day coordination between the Owner and the Contractor.
- h. "Contract": The Agreement between Owner and Contractor and the Contract Documents.
- i. "Architect or Engineer or A/E": The design consultant of the Owner. Any reference to architect, engineer, inspector, or A/E within this contract shall mean the Owner.
- j. "Contractor": The person, firm, or corporation contractually responsible to the Owner to provide the services called for by this contract. Such entity may also be referred to as Managing General Contractor, General Contractor, or Prime Contractor.
- k. "Subcontractor": A person, firm, or corporation that provides a portion of the responsibility of the Contractor in connection with this contract.
- l. "Project": The total finished product of which the Work required by the Contract may be all or part and which may include construction by other contractors.
- m. "Work": The construction and/or services required by the Contract, whether partially or totally complete, including all labor, materials, equipment, and services provided or to be provided by the Contractor under the Contract, together with the means as determined by the Contractor to achieve the finished product. The Work specifically includes all necessary clean-up activities set forth in Clause 21 hereof. The Work may constitute all or a part of the Project.
- n. "Furnish": Supply and deliver to the project including the cost to supply and deliver.
- o. "Install": Build into the Work, ready to use in a complete, finished, and operable system, including the cost to install.

- p. "Provide": Furnish and install for a complete, finished, and operable system.
- q. "Shop Drawings, Setting Drawings, Manufacturer's Printed Information and Submittal (collectively known as "Submittals")": The Contractor's information consisting of drawings, catalogs, illustrations, calculations, and other data delivered to the Owner for the purpose of assuring the Owner, prior to execution of that part of the Work, that in the Owner's sole discretion, the prescriptive element, component, subsystem, or service to be provided conforms with the Contract. The Contractor is responsible to the Owner for the accuracy and completeness of the Submittals.
- r. "Reasonable Cost": A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business.
- s. "Direct Cost": A direct cost is any cost that can be identified specifically with a particular final cost objective, i.e., with this Contract, or an item of extra Work, or change order under the Contract.
- t. "Indirect Cost": An indirect cost, collectively called overhead, is any cost not directly identified with a single, final cost objective, but identified with two or more final cost objectives or an intermediate cost objective.
- u. "Days": Calendar days unless otherwise noted.

## **2. Reference Standards**

- a. When standards of the Federal Government, the State, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered part of the Contract. When such references do not bear a date of issue, the current published edition, including supplements thereto at date of first invitation to bid, shall be considered as part of this Contract unless otherwise specified.
- b. Codes and Standards. The latest editions of the following codes and standards except as modified by 13 Alaska Administrative Code, Chapters 50 and 55 (13 AAC 50 & 55) shall be adhered to:

All applicable Federal, State, and Local Codes  
 International Building Code (ICBO)  
 International Mechanical Code (ICBO)  
 Uniform Plumbing Code  
 National Electrical Code  
 International Fire Code (ICBO)  
 National Fire Codes, Vols. 1 through 16  
 Alaska Fire Safety Code  
 Alaska General Safety Code, Vols. I, II, III

Publications of the following industry institutes and associations shall be used as minimal standards where applicable and shall not be contravened without prior written approval from the Owner:

American Iron and Steel Institute  
 American Institute for Steel Construction  
 American Society for Testing and Materials  
 American Welding Society  
 National Fire Protection Association  
 Portland Cement Association  
 National Board of Fire Underwriters  
 National Electrical Manufacturers' Association  
 Underwriters Laboratory Standards for Safety

## **3. Owner Authority**

As provided in the Contract or by subsequent written instructions, the Owner shall give all orders and directions contemplated under this Contract. The Owner may determine the amount, quality, acceptability, and fitness of the several kinds of work and materials that are to be paid for under this Contract.

#### **4. Time for Completion and Liquidated Damages**

By executing the Agreement, the Contractor represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the Work to be done pursuant to this contract are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the "Notice-of-Award".

The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as shall insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the severe weather, severe shipping problems, and unusual industrial conditions affecting the project locally. If the Contractor shall neglect, fail, or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part of the consideration for awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as a liquidated damage for such breach of contract as herein set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated for completing the Work. Said liquidated damage amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain; said liquidated damage amount is agreed to be the amount of damages which the Owner would sustain and said amount may be retained from time to time by the Owner from current periodical payment estimates.

It is further agreed that time is of the essence of each and every portion of this Contract wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that, the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault; and the Contractor's reasons for the time extension are acceptable to the Owner. Provided further that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

- a. To any preference, priority, or allocation order duly issued by the United States Government.
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- c. To delays of subcontractors occasioned by any of the clauses specified in Subsections a. and b. of this Clause.

And provided further that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Owner in writing of the causes of the delay and the time it believes to have been necessitated by the delay. The Owner then shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

#### **5. Notice and Service Thereof**

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is deposited in the United States Mail, postage prepaid, to the said Contractor at his address as shown in the agreement or delivered in person to said Contractor or his authorized representative on the work.

#### **6. Land and Rights-of-Way**

Prior to the start of construction and except as required under Clause 14, the Owner shall obtain all lands and right-of-ways necessary for carrying out and completing the Work pursuant to this Contract.

**7. Asbestos**

The Work of this project has been reviewed to determine the presence of asbestos and/or asbestos containing material (ACM) and if present whether they pose an asbestos health hazard. This information, if appropriate, may be found in the Technical Specifications or on the drawings. However, owing to the nature of the Work, the presence of asbestos or ACM may not be discovered until the Contractor begins its Work. The Contractor should be alert to suspecting asbestos or ACM when unfamiliar materials or insulation are encountered in any demolition, rehabilitation or maintenance on the Project.

The Contract may identify asbestos or ACM and make its removal and disposal the responsibility of this Contractor or it may identify asbestos or ACM the Contractor is to avoid. If asbestos or ACM is disturbed or the Contractor suspects it has encountered such material it shall immediately stop work in the area, order all persons out and notify the Owner of the hazardous or suspected hazardous materials.

The Owner upon receipt of notification shall cause an investigation to be conducted and shall make such tests as are necessary to determine whether such material exists and if so whether the asbestos or ACM poses a health hazard. The Owner may ask the Contractor to revise its schedule or issue a change modifying the Work. An adjustment in the Contract shall be made for any additions or deletions to the Work. However, the Contractor shall not be entitled to any costs in addition to the Contract from any delay or subsequent extension of time from any act, omission or Work under this clause.

The Contractor shall provide the appropriate safeguards in order to avoid disturbing asbestos or ACM when warned and for the protection its employees. The Contractor shall be liable for all costs resulting from its negligence in fulfilling its responsibilities under this clause.

**8. Pre-Construction Conference**

Subsequent to Notice-of-Award and prior to beginning on-site Work, the Owner will convene a meeting of the parties to the Contract. The purpose of this meeting is to initiate personal contact among the parties' representatives and establish coordination procedures. Other items of interest may be raised at this meeting. The time of the meeting will be mutually agreed upon by the parties.

**9. Progress Meetings**

The Owner will conduct a job-site meeting a minimum of once each month unless otherwise stated in the Special Conditions. The Contractor and such subcontractors as the Contractor may require shall attend. The purpose of these meetings is to review the progress of the Work and arrive at solutions to such problems as may have been encountered.

**10. Assignments**

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without the prior written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed 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 for the services rendered or materials supplied for the performance of the Work called for in this Contract.

**11. Contract Security**

- a. Within ten (10) days of the receipt of written Notice-of-Intent-To-Award, the Contractor shall furnish a Performance Bond on a form provided by the Owner in an amount at least equal to one hundred percent (100%) of the Contract sum as security for the faithful performance of this Contract and also a Payment Bond in an amount of one hundred percent (100%) of the Contract sum. Said surety shall be licensed to do business in the State of Alaska and shall be listed as a surety acceptable on federal bonds by the U.S. Department of the Treasury in Treasury Circular 570. Each bond must meet federal Miller Act requirements and must be approved by the Owner.

- b. If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment bonds or the surety fails to furnish reports on its financial condition as required by the Owner, the Contractor shall, at the Contractor's sole expense, within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. No further periodic payments to Contractor shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.
- c. In addition, the Contractor shall promptly furnish additional security required to protect the Owner and persons supplying labor or materials under this Contract if the Contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer.

## **12. Indemnification**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance of the Work, whether the same arises before or after completion of the Contractor's operations or expiration of this Agreement, except for damage, loss, or injury resulting from the Owner's sole negligence or intent to cause property damage or personal injury. The indemnification obligation set forth herein shall not be limited by compensation, damages, or benefits payable by or under the Alaska Workers' Compensation Acts or similar acts.

## **13. Insurance (Revised 9/06)**

- a. Without limiting its indemnification, it is agreed that the Contractor shall purchase at its own expense, and maintain in force at all times during the performance of services under this Contract, the insurance and endorsements required under this clause and shall present to the Owner proof of such insurance and endorsements prior to commencing work. The Contractor shall furnish Owner with a Certificate of Insurance with a copy of the declarations page and the required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference the policy and this Contract. The "University of Alaska" is to be identified on all certificates and endorsements. The Contractor agrees, to the extent and in the manner required by the Owner, to submit for the approval of the Owner, copies of any insurance policies maintained by the contractor specified in connection with the performance of this contract. All insurance must be issued by companies admitted to do business in the State of Alaska and have a rating in A.M. Best of A-, Class VII or better. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits, is a material breach and grounds for termination of this contract. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

If Contractor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

- b. Subcontractors:

The Contractor, following award, shall cause each Subcontractor or Sub-subcontractor, prior to commencing work on site, to provide the insurance required under this Contract with the exception of Builders Risk Insurance, and to submit proof of insurance to the Owner. All Subcontractors and Sub-subcontractors are required to add the Owner as an additional insured to all policies, with the exception of workers' compensation. All Subcontractors and Sub-subcontractors are to waive subrogation against the Owner on all policies. Limits for Subcontractors and Sub-subcontractors Commercial General Liability insurance shall be a minimum of \$1,000,000 (one million) per occurrence and \$2,000,000 (two million) aggregate, unless otherwise stated in the Special Conditions, notwithstanding paragraph 13.f.2.

c. Notice Period for Proof of Insurance, Change, Cancellation, or Non-Renewal:

Certificates of Insurance, on a form acceptable to the Owner, must be furnished to the Owner within ten (10) days of receipt of the Notice-of-Intent-to-Award. Contractor will endeavor to provide thirty (30) days prior written notice to the Owner if coverage is suspended, voided, cancelled by either party, reduced in coverage, reduced in limits below minimum required limits, or non-renewed.

d. Limits:

All insurance limits are minimum. If the Contractor's, Subcontractors', or Sub-subcontractors' policies contain higher limits, the Owner shall be entitled to coverage to the extent of such higher limits. Limits may be a combination of primary and excess (umbrella) policies. If, during any time that insurance is to remain in effect under this Contract, the minimum limits required by this contract are reduced by Claims or for any other reason, it will be the responsibility of the Contractor, Subcontractors, or Sub-subcontractors, at their own expense, to reinstate said limits to comply with the minimum requirements and shall furnish to Owner a new certificate of insurance showing such coverage is in force.

e. Insurance Required:

1. Workers' Compensation and Employers Liability Insurance: Contractor shall maintain workers' compensation and employer liability insurance as required by any applicable law or regulation. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or Claims. Contractor waives all rights against the Owner for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
2. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with a limit not less than \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate not excluding premises, operations, independent contractors, personal/advertising injury, products-completed operations, liability assumed under an insured contract (including defense costs and the tort liability of another assumed in a business contract). The Owner shall be included as an additional insured under the CGL and under the commercial umbrella, if any, to include coverage for Owner with respect to liability arising out of the completed operations of Contractor, and which, for projects greater than \$5,000,000 (five million), coverage shall be maintained in effect for the benefit of Owner for a period of two years following the completion of the work. Coverage is to apply on a primary basis in relation to the University's own insurance or self-insurance, which are to be non-contributing. The status of Owner as an insured under a CGL obtained in compliance with this contract shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. The policy must provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause. Contractor waives all rights against Owner for recovery of damages to the extent these damages are covered by the CGL or umbrella liability insurance maintained pursuant to this Contract. Contractor will provide a waiver of subrogation under the CGL policy.

3. Business Auto Coverage: Contractor is required to maintain automobile liability insurance with a limit of not less than \$500,000 per occurrence bodily injury and property damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on standard ISO forms from 1990 editions forward, or a substitute form providing equivalent liability coverage. If such coverage is not provided in the base policy, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. Contractor waives all rights against the Owner for recovery of damages to the extent these damages are covered by the auto or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. The Owner shall be included as an additional insured. Contractor will provide a waiver of subrogation under the Business Auto policy.
4. Builders Risk: The Contractor shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum, subject to subsequent modifications of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name as additional insureds the Owner and all Subcontractors and Sub-subcontractors in the work. The insurance shall cover the entire work at the site including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, portions of the work in transit, and shall include the value of any Owner-furnished materials. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation. The builders risk insurance shall be written to cover all risks of physical loss except those specifically excluded in the policy, and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, and collapse. Quake and/or flood coverage may be required, per Special Conditions. Any deductible applicable to the insurance shall be identified in the contract documents and the responsibility for paying the part of any loss not covered because of the operation of such deductible shall be borne by the Contractor. The builders risk insurance shall be maintained in effect, unless otherwise provided for in the contract documents, until the earliest of the following dates:
  - a) The date on which all persons and organization who are insureds under the policy agree in writing that it is terminated;
  - b) the date on which final payment of this contract has been made;
  - c) the date on which the insurable interests in the property of all insureds other than Owner have ceased.

If Owner is damaged by the failure of Contractor to maintain insurance as required in this section, then Contractor shall bear all reasonable costs properly attributable to that failure. Owner and Contractor waive all rights against each other and each of the Subcontractors, Sub-subcontractors, officers, directors, agents, and employees, for recovery for damages caused by fire and other perils to the extent covered by builders risk insurance or any other property insurance applicable to the work. The policy shall specifically permit partial or beneficial occupancy at or prior to Substantial Completion or final acceptance of the entire Work.

#### **14. Permits, Regulations, and Surveys**

- a. The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this contract and completion of the work pursuant hereto. The Contractor agrees to defend, indemnify, and hold harmless the Owner against liability, including all costs, for infringement upon any United States patent arising out of performing this Contract.

- b. Contractor shall adhere to all applicable federal, state, and local laws and regulations relating to the performance of the Work, the protection of adjacent property, and the erection or maintenance of passageways, guard fences, or other protective facilities. Contractor shall adhere to all University of Alaska BOR and SW Policies and Regulations to the extent they apply to the public generally, including, but not limited to, speed limits, prohibition of firearms on campus, and prohibitions on use of alcohol or drugs on university property.
- c. Except for the vertical and horizontal control shown on the Contract Documents as existing, no surveys or control stakes will be furnished by the Owner. All surveys required to locate the Work according to the Contract Documents shall be performed and paid by the General Contractor.

**15. Project Schedule, Contract Price, and Bid Breakdown**

Twenty-one (21) days prior to the date of submittal of the first periodic estimate for partial payment and in no event later than forty-five (45) days after receipt of the Notice-of-Award, whichever date occurs first, the Contractor shall deliver to the Owner for its review:

- a. Provide an itemized listing of the Work according to the various sections under each division, the value of each, and the proposed dates of commencement and completion of each. Within the time stated above, the Contractor shall submit two copies of a detailed arrow diagram which shall be of the customary activity-on-arrow type, describing the activities to be accomplished in the Project, their dependency relationships with the critical path generally plotted along the center of the network diagram, including two copies each of tabulated schedules, one showing the activities with the information below and one indicating the proposed estimated completed value of the Work at intervals coinciding with the monthly periodic payment request dates. The estimated monthly completed value of the Work shall be updated each month and submitted with the periodic payment request. Costs associated with on-site preparatory work (start-up or set-up costs) will be prorated over all Work activities. Separate payment for on-site preparatory costs will not be made by the Owner.
- b. Provide a practicable schedule using the subdivisions of Work listed for (a) above showing the order in which the Contractor proposes to carry on the Work, the date on which it will start the several salient features, and the contemplated dates for completing same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of the Work scheduled for completion at any time. If the Contractor fails to submit a construction schedule within the time herein prescribed or revise the schedule as herein provided, the Owner may withhold approval of the periodic payment. In addition to construction activities, the progress chart shall include the submittal and approval of materials and Submittals, the procurement of critical materials and equipment, adjusting or testing subsystems, fabrication of special materials and equipment and their installation and testing. All activities of the Owner that affect progress including Owner instructions, Record Drawings, and Contract dates for beginning and completion of all parts of the Work will be shown. The selection and number of total activities under a. and b. shall be subject to the Owner's approval. Even though the Owner may review and approve a schedule prepared by the Contractor, the Owner in no way warrants or opines that the schedule as approved is reasonable, nor does the Owner assume any responsibility whatsoever in connection with the Contractor's schedule. The Contractor is solely responsible for all aspects of the schedule.
- c. The value of the activities employed in the schedule will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to, or deductions from, the Contract sum. Neither shall Work represented in making up any schedule be construed as complete or acceptable when its respective value is paid in a periodic payment, nor shall payment constitute waiver of defects.
- d. A condensed tabulation of the activities summarizing the costs in the schedule under b. above shall be provided. The value of the activities in the summary network when approved shall constitute the bid breakdown and shall appear on the Owner's Periodic Estimate for Partial Payment Form. A tabulation shall also be presented showing the summary activities, and the proposed estimated completed value of the Work at intervals coinciding with the monthly periodic requests for partial payment for the entire term of the Contract.

- e. A monthly update of the information requested in paragraphs a. and b. above, beginning the second month after Notice-of-Award and continuing until acceptance of the Work. The monthly update shall be submitted with the Contractor's Periodic Estimate for Partial Payment, but in no event, later than the fifth of each month while the Work is in progress. The monthly update shall be revised to show Work complete and a revised order of completion of activities, if appropriate, through Project completion including any effect approved changes will have on the scheduling of the remainder of the Work. Failure to provide the monthly update will be cause to withhold partial payment.
- f. If, in the opinion of the Owner, the Contractor falls behind its most current schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Owner, without additional cost to the Owner. Failure of the Contractor to comply with the requirements of the Owner under this Clause shall be grounds for a determination by the Owner that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Contract.
- g. Although the Contractor is required herein to submit a schedule based upon a completion date as stated in this Contract and not sooner, the Contractor may submit a schedule for early completion provided the schedule is realistic and the Owners activities and milestones are met; however, the Contractor agrees, when electing an early completion schedule, that the Owner will not be liable for damages of any kind for whatever reason including delay if the Contractor is not able to meet its earlier completion date and that all it will be entitled to is additional time, if appropriate. Permission to present a schedule with an earlier completion date does not change the Contract completion date, or time, at award, except as amended by modification to the Contract.

#### **16. Alternate Brands/Substitutions**

- a. **ALTERNATE BRANDS:** Whenever a material, article, or piece of equipment or system is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a minimum standard. Unless otherwise noted, alternate brands of any material, article, equipment, or system of other manufacturers or vendors that will perform adequately the duties imposed by the general design of the Project will be considered equally acceptable; provided the material, article, equipment, or system so proposed is, in the opinion of the Owner, of equal substance, function, dimension, appearance, and quality.

Alternate brands may be qualified if found to be equal or better, only by submitting a written request to the Owner for approval, on the form provided, a minimum of fourteen (14) days in advance of the bid opening, accompanied by description, catalog cuts, etc. and other information as may be required by the Owner for proper evaluation of the request. Any brand named product listed in the technical specification followed by the phrase "or equal" is understood to mean an alternate product that, if presented, must be prior to bid opening as provided herein. If in the opinion of the Owner, an alternate brand is determined to be of equal substance, function, dimension, appearance, and quality, an addendum shall be issued to all parties who have been furnished Contract Documents for bidding purposes.

- b. **SUBSTITUTIONS:** A substitution will only be considered after the bid opening when deemed by the Owner to be in its sole interest. In which case, the request shall be accompanied by a monetary proposal, full description, catalog cuts, drawings, prints, and/or test report, and such other information as may be required by the Owner on the form provided and as may be needed for proper evaluation of the request. Substitutions shall not be purchased or installed in the Project by the Contractor without the Owner's written approval.

- c. Any proposed substitution whose characteristics differ from the specified item to such an extent as to necessitate changes in the mechanical, electrical, or other basic design of the Project shall include the cost of any such changes, the design and cost of design, which costs shall be borne by the Contractor. Determination of a substitution request will be based on the Owner's comparisons as to quality, adaptability, aesthetics, contract amount change if applicable under Clause b. above, etc. between the proposed substitution and specified items.

## **17. Submittal Schedule**

Within thirty (30) days after receipt of written Notice-of-Award, the Contractor shall submit a schedule of proposed Submittals for the Owner's information. The schedule shall detail the specification section or location on plans, quantity, description, and estimated dates of each proposed Submittal and the latest date by which the Contractor must receive favorable Owner's review in order to meet the scheduled completion date. This schedule shall be coordinated with the Project schedule for completion. In no case shall the Contractor's Submittal schedule allow less than fourteen (14) days for Owner's review.

Partial Submittals shall be identified as such and shall be accompanied by a statement from the Contractor identifying the remaining material to be submitted.

## **18. Submittals**

### **a. Shop Drawings, Product Data, and Samples**

1. Contractor shall submit Product Data and Shop Drawings to Owner for review in accordance with the accepted "Submittal Schedule and Shop Drawing Record". The data shown on the Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the materials and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes required by Paragraph 18.b.
2. Contractor shall also submit Samples to Owner for review in accordance with said accepted Submittal Schedule and Shop Drawing Record. Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as Owner may require to enable Owner to review the Submittal for the limited purposes required by Clause 18.b.

### **b. Review**

1. Owner's review will be only to determine if the items covered by the Submittals, after installation or incorporation in the Work, appear to conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner's review will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions.
2. Contractor shall make corrections required by Owner, and shall return the required number of corrected copies of Submittals, or new Samples, and resubmit for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous Submittals.

### **c. Contractor's Responsibility for Variation**

Owner's review of Submittals or Samples will in no way relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has, in writing, specifically called Owner's attention to each such variation at the time of submission and Owner has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Submittal or Sample; nor will any review by Owner relieve Contractor from responsibility for complying with the requirements of Clause 16.b and 16.c.

d. **Work Prior to Review of Submittal**

Where a Submittal or Sample is required by the Contract Documents or the "Submittal Schedule and Shop Drawing Record" as accepted by Owner, any related Work performed prior to Owner's review of the pertinent Submittal will be at the sole responsibility of Contractor and any related Work that is not in accordance with the reviewed Submittal and Contract Documents shall be corrected at the Contractor's sole expense.

**19. Contractor's Obligations**

The Contractor shall, in a good workmanlike manner, do and perform all Work and furnish all supplies, materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the Work required by this Contract within the time herein specified, in accordance with the provision of this Contract, the Contract Documents, and any and all supplemental plans and drawings, and in accordance with the directions of the Owner as given from time to time during the progress of the Work. All equipment, material, and articles incorporated into the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract.

The Contractor shall furnish, erect, maintain, and remove such construction plant and temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire Work to the satisfaction of the Owner.

**20. Superintendence by Contractor**

The requirement for competent, well-organized, on-site daily supervision by the Contractor is a necessity. For the term of this Contract, the Contractor shall appoint an on-site project superintendent with competence and experience in the work of this Project, who shall have full authority to act for and bind the Contractor. No later than thirty (30) days after receipt of the Notice-of-Award, the Contractor shall provide the Owner in writing the name and detailed experience record of the person it proposes as project superintendent. The Owner has seven (7) days to notify the Contractor if the proposed project superintendent is not acceptable to the Owner. The project superintendent shall be supported by competent assistants, as necessary. The project superintendent and assistant(s) must be acceptable to the Owner and shall continue in that capacity for the duration of the Work unless they cease to be employees of the Contractor. The project superintendent must be in place before the Contractor submits its first Periodic Estimate for Partial Payment.

**21. Use of Premises and Removal of Debris**

The Contractor expressly undertakes at Contractor's own expense:

- a. To take every precaution against injuries to persons or damage to property in connection with this Project.
- b. To store Contractor's apparatus, materials, supplies, and equipment in such orderly fashion at work site as will not unduly interfere with the progress of Contractor's Work or the work of any other contractor or subcontractor.
- c. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
- d. To cleanup frequently and as often and in such manner as the Owner may direct all refuse, rubbish, scrap materials, and debris caused by the Contractor's operations to the end that at all times the Work site shall present a neat, orderly, and workmanlike appearance.
- e. Before final payment, to remove, and dispose of in an environmentally safe manner, all surplus material, false work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from the Contractor's operations and to put the job site in a neat, orderly condition including the cleaning of windows, exterior and interior surfaces with manufacturers recommended procedures after the installation of all materials, equipment and testing.

- f. To effect all cutting, fitting, or patching of the Contractor's Work required to make the same conform to the Project plans and specifications and, except with the prior written consent of the Owner, not to cut or otherwise alter the work of any other contractor or subcontractor.
- g. Trash and debris shall be disposed of off campus in accordance with state and municipal/borough statutes. Hazardous materials shall be prepared and disposed of in accordance with federal, state and municipal/borough laws and regulations.

## **22. Materials, Services, and Facilities**

The Contractor shall include in its lump-sum bid the cost to provide and pay for everything necessary to complete the Work including, but not limited to, design, supervision, labor, the cost of employing labor, materials, the delivery of materials, loading and unloading materials, the positioning of materials, removal of waste, packaging, equipment, machinery, power, water, heat, light, temporary construction of every nature whatsoever, escalation and price fluctuation, overhead and profit, and all other services all within the time specified to execute, complete, and deliver the work., unless otherwise noted in the Contract Documents.

Any work necessary to be performed beyond scheduled working hours established by the Contractor, for example on Sundays or legal holidays, shall be performed without additional expense to the Owner.

## **23. Inspection and Correction of the Work**

- a. The Owner and its authorized representatives shall be permitted to inspect all Work, material, payrolls, records of personnel, invoices of materials, and other relevant data and records of the Contractor or subcontractors relating to the Work. No representative of the Owner designated to inspect the Work is authorized to change any provision of the specification unless that authority is specifically stated in writing by the Owner, nor shall the presence or absence of such representative relieve the Contractor from any requirements of the contract.
- b. All work, all materials whether incorporated into the Work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner who shall be the final judge of the quality and suitability of the Work and materials for the purposes for which they are used. Should they fail to meet Owner's approval, they shall forthwith be reconstructed, made good, replaced, and/or corrected as the case may be by the Contractor at Contractor's sole expense. Rejected material shall immediately be removed from the work site at no cost to the Owner. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.
- c. The Owner will have authority to reject Work that, in its opinion, does not conform to the Contract. Whenever, in its reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract, Owner may require the Contractor to stop the Work or any portion thereof, or require special inspection or testing of the Work, whether or not such Work be then fabricated, installed, or completed.
- d. If any Work should be covered contrary to the specific request of the Owner, it shall, if requested by the Owner, be uncovered for its observation and replaced after such observation at the Contractor's sole expense.
- e. If any other Work has been covered which the Owner has not specifically requested to observe prior to it being covered, the Owner may request to see such Work; and it shall be uncovered by the Contractor. If such Work be found to be in accordance with the Contract, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract, the Contractor shall pay such costs. In the event that the Contractor determines the Owner's decision is contrary to the requirements of the Contract, it shall proceed according to Clause 44 of these General Conditions.

#### **24. Material Inspection and Testing**

- a. All materials and equipment used in the construction of the Project are subject to inspection and testing at the request of the Owner. The laboratory or inspection agency shall be selected by the Owner.
- b. All testing, unless otherwise specifically called for by the technical specifications, shall be paid for by the Owner, except that the Contractor shall reimburse the Owner for the cost of tests that show the failure of the item or items tested to comply with contract requirements.
- c. The Contractor shall reimburse the Owner for all costs incurred by the Owner resulting from the Contractor's failure to be ready for testing when required or scheduled.

#### **25. Weather Conditions and Natural Disasters**

The Contractor shall assume all risks for damage to the Work and materials from fire, earthquake, storm, flood, and/or other causes prior to the completion and acceptance of the Work and shall, at the Contractor's sole cost and expense, repair and/or replace any Work or materials so damaged or destroyed.

In the event of temporary suspension of Work, or during inclement weather, or whenever the Owner shall direct, the Contractor shall and shall cause its subcontractors to protect carefully all work and materials against damage or injury from the weather. If any Work or materials shall be damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

#### **26. Protection of Property and Emergencies**

- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the job site which are not to be removed and which do not unreasonably interfere with the Work required under this Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Owner.
- b. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the job site and (2) on adjacent property of a third party, the location of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary work performed and charge the cost to the Contractor.
- c. In the case of an emergency which is no fault of the Contractor or persons or parties whose acts or omissions are, or may be, chargeable under this Contract to the Contractor which threatens loss or injury of property and/or safety of life, the Contractor shall act, with or without previous instructions from the Owner, in a diligent manner. The Contractor shall notify the Owner immediately thereafter of the emergency and of any action taken. Any claim for compensation by the Contractor due to such extra Work shall be promptly submitted to the Owner for approval. The amount of compensation claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Clause 44 of the General Conditions. Contractor shall provide a continuous operating method of contact with appropriate emergency services (such as "911") that ensures a minimized notification period.

Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to property and/or life or damage to the Work or any adjoining property, it shall act as instructed or as authorized by the Owner.

**27. Mutual Responsibility of Contractors**

If through acts of neglect or omissions on the part of the Contractor any other contractor or subcontractor shall suffer loss or damage, the Contractor agrees to settle with such other contractor or subcontractor by agreement if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damages alleged to have been sustained as a result of acts or omissions on the part of the Contractor, the Owner shall notify the Contractor who agrees to indemnify, defend, and save harmless the Owner against any such claim.

**28. Subcontracting**

- a. The Contractor may utilize the services of the specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors.
- b. However, when the Contractor utilizes the services of specialty subcontractors it shall be responsible for coordinating the Work between subcontractors and between subcontractors and its own forces. The Contractor shall not let the divisions and sections of the specifications or the identification of any drawings control its division of the Work among subcontractors and/or suppliers.
- c. Subsequent to the disclosure of subcontractors prior to award, a Contractor may replace a listed subcontractor if the subcontractor:
  1. fails to comply with AS 08.18;
  2. files for bankruptcy or becomes insolvent;
  3. fails to execute a contract with the Contractor involving performance of the work for which the subcontractor was listed and the Contractor acted in good faith;
  4. fails to obtain bonding;
  5. fails to obtain insurance acceptable to the Owner;
  6. fails to perform the contract with the Contractor involving work for which the subcontractor was listed;
  7. must be substituted in order for the prime Contractor to satisfy required state and federal affirmative action requirements;
  8. refuses to agree or abide with the Contractor's labor agreement; or
  9. is determined by the Owner not to be a responsible subcontractor.

In addition, if a subcontractor on the list does not have a valid Alaska Business License and a valid Certificate of Registration under AS 08.18 at the time the bid was opened, the bidder may not use the subcontractor in the performance of the Contract, and shall replace the subcontractor with a subcontractor who had a valid Alaska Business License and a valid Certificate of Registration under AS 08.18 at the time the bid was opened.

- d. If a Contractor fails to list a subcontractor or lists more than one subcontractor for the same portion of work and the value of that work is in excess of half of one percent of the total bid, the bidder shall be considered to have agreed to perform that portion of Work without the use of a subcontractor and to have represented the bidder to be qualified to perform that Work. A Contractor who attempts to circumvent the requirements of this section by listing as a subcontractor another contractor who, in turn, sublets the majority of the Work required under the Contract violates this section.

If a Contract is awarded to a Contractor who violates this section, the Owner may:

1. Cancel the Contract; or
2. After a notice and a hearing, assess a penalty on the Contractor in an amount that does not exceed 10 percent of the value of the subcontract at issue.

- e. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- f. In all subcontracts the Contractor enters into relative to the Work, the Contractor shall cause appropriate provisions to be inserted which will bind the subcontractors to the terms of this Contract, insofar as applicable to the Work of subcontractors and which will give to the Contractor the same powers that the Owner may exercise over the Contractor under any provisions of the Contract.
- g. The Contractor shall insert in all subcontracts or agreements entered into as regards the Project, the clauses contained in the Contract and such other clauses as the Owner may, by written instructions, require and also a clause requiring the subcontractors to include these same provisions in any lower-tier subcontracts or agreements which they may enter into together with a clause requiring this insertion in any further subcontracts or agreements that may in turn be made.
- h. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner. There are no intended third party beneficiaries to this Contract.

**29. Separate Contracts**

The Owner may undertake or award other contracts for additional work at or near the site of the Work under this Contract.

The Contractor shall coordinate its operations with those of other contractors and subcontractors. Cooperation shall be required in the arrangement for storing materials and in the detailed execution of the Work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and subcontractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors or subcontractors. Failure of the Contractor to keep informed of the Work progress on the job site and/or failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the Work as being satisfactory for proper coordination with the Contractor's own Work.

**30. Assignment of Component Contract by the Owner**

The Owner may enter into separate contracts with various component contractors to perform work or supply materials or services for the Project. The Contractor will be informed in the Special Conditions of the scope of component work. At any time after execution of the Contract, the Owner, at its sole discretion, may assign its interests, rights, and responsibilities in one or more component contracts to the Contractor.

The Contractor shall include in its bid an amount as compensation to Contractor for all supervision, overhead, bonds, profit, and all other general expenses associated with the assumption of the Owner's interests, rights, and responsibilities in the assigned component contracts.

**31. Special Consultants**

In the event the Contractor is required in the prosecution of the Work to employ the service of special consultants to aid in the performance of the Work, such shall be at the Contractor's sole expense, the cost of which shall be deemed to have been included in the Contract sum.

**32. Unit Prices as Contract Sum**

In the event that unit prices are called for in the Bid Form, such prices shall include, and shall be deemed by the parties to this Contract to include; all costs as defined in Clause 22 of these General Conditions and such other factors as may apply together with overhead costs and profit. Payment for the Work performed shall be at the unit price amount for each item of Work accepted by the Owner and conforming to Contract requirements.

### **33. Owner-Furnished Materials**

- a. The Owner may elect to supply certain items of equipment, materials, or other goods to the Contractor for incorporation into the Project. When items are supplied under this Clause, the Contractor shall receive, off-load, haul, protect, store, and install such items in the Project as required by the Contract. A summary of Owner furnished items, their values, their locations or point of delivery to the Contractor, and, where applicable, a schedule of delivery shall be provided in the Special Conditions.

The Contractor shall include the following in its lump-sum bid:

1. The cost of technical direction, receiving, hauling, storing, handling, installing, and any other direct expenses required to incorporate the furnished items into the Project.
  2. The cost of all indirect or other expenses associated with item 1 above, including but not limited to Contractor's supervision, overhead, insurance, bonds, and profit.
- b. Title to all Owner-furnished material or property shall remain with the Owner. Unless otherwise provided in this Contract, the Contractor assumes the risk of, and shall be responsible for, any loss of or damage to Owner-furnished material provided under this Contract occurring after its delivery to Contractor. The Contractor shall include the value of the Owner-furnished materials under the All Risk Builder's Risk insurance in addition to the full Contract sum.

### **34. Stated Allowances**

- a. If called for on the Bid Form, the Contractor shall include cash allowances in its proposal for work or materials to be included in the Project. The amount(s) to be allowed, if any, are stated on the Bid Form and in the Special Conditions, together with a general description of the work or materials involved.
- b. If the stated allowance or allowances are for design documents and complete specifications which are not available at the time of bid, subsequent to the award of this Contract, the Owner may, at its sole discretion, provide the Contractor with sufficient plans, specifications, and bidding documents to allow the Contractor publicly to solicit and obtain contract bids for the work or supply of the materials involved. On review and approval by the Owner, the Contractor shall enter into a subcontract with the lowest responsible bidder(s) on the form provided by the Owner with the bidding documents. If the actual subcontract price is more or less than the stated allowance provided by the Owner and included by the Contractor in its proposal, the Contract sum will be adjusted by modification accordingly. Thereafter, changes, if any, within the scope of the subcontract, subcontractor costs, subcontractor fees, and Contractor fees, shall be made as provided for under the Changes clause of the Contract.
- c. The Contractor shall include in its bid an amount as compensation to Contractor for all supervision, overhead, bonds, profit, and all other expenses associated with the solicitation of bids by public advertisement, assistance to the Owner in bid evaluation and award, and subsequent administration and supervision of the subcontract(s) awarded pursuant to this Clause 34.
- d. If the stated allowance or allowances are for technical direction of installation of Owner-furnished materials or equipment, the Contractor shall maintain an accurate record of allowed expenses and submit its accrued expenses monthly on its partial payment request, at which time it will be reviewed for payment. Should the actual expenses be more through no fault of the Contractor or less than the stated allowances provided by the Owner, the Contract sum will be adjusted by amendment accordingly.

### **35. Periodic Payment to Contractor**

- a. On the basis of estimates of Work performed during the preceding calendar month and approved by the Owner, the Owner will make progress payments to the Contractor; but to ensure the proper performance of this Contract, the Owner may at any time, at its sole option, retain up to ten percent (10%) of the amount of progress payments until final completion and acceptance of all Work covered by this Contract; provided, that on completion and acceptance of the Work or of each separate building, public work, or other division of the Work on which the price is stated separately in the Contract, payment may be made in full for that portion completed and accepted including retained percentages less authorized deductions or other provisions of the Contract.
- b. Payment may be made for permanent materials associated with the Project and as yet not incorporated into the Work but which have been delivered to the job site and acceptably warehoused as approved by the Owner thereon, or delivered to and acceptably warehoused at an off-site storage location approved by the Owner. Invoices for permanent materials and equipment will be required identifying the Project and to whom shipped. An inventory record shall be kept of warehoused materials, including the location of said warehoused materials, and submitted with each request for payment showing materials incorporated into the Work for the previous pay period. Measurement of Work completed for payment purposes shall not include material and equipment warehoused at the site or at an off-site location.
- c. All material and Work upon which periodic payments have been made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which periodic payments have been made, or the restoration of any damaged Work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
- d. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialman, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice to the Contractor, either pay directly unpaid bills, of which the Owner has written notice, or withhold from Contractor's unpaid compensation a sum of money, in addition to retainage, deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of this Contract. In no event shall the provisions of the preceding sentence be construed to impose any obligations upon the Owner to either the Contractor or his surety. In paying any unpaid bills of the Contractor, the Contractor agrees that the Owner shall be deemed the agent of the Contractor, and Contractor further agrees that any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor. The Owner shall not be liable to the Contractor for any such payment made in good faith.
- e. On a form provided by the Owner, the Contractor shall prepare periodic payment requests. Three copies of the request, each signed separately by the Contractor, shall be delivered to the designated office of the Owner. The payment request shall be made out with the quantities or percentages previously approved by the Owner at the job site with assistance from the Contractor. Payment requests containing any inaccuracies or errors shall not be deemed submitted to the Owner and shall be promptly returned to the Contractor for correction and resubmission.
- f. No materials or supplies for the Work shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies used in the work, free from all liens, claims, or encumbrances.

**36. Payment by Contractor**

The Contractor shall pay all persons supplying materials or service within eight (8) days after receipt of each payment from the Owner in accordance with AS 36.90, Article 3; the respective amounts allowed the Contractor on the approved monthly payment request for materials or Work performed or provided by all persons supplying materials or service to the extent of their interest therein; provided, however, that the Contractor may retain from the amount due any persons supplying materials or services a proportionate share of the amount, if any, retained by the Owner as provided for under Clause 35a. above; and provided further that the Contractor may also retain from the amount due any persons supplying materials or services any specific amount retained and identified by the Owner on the Periodic Payment Request as assignable to that persons supplying materials or service. In the event a person supplying materials or service is entitled to interest under AS 36.90, Article 3 on late payments or on amounts retained by the Contractor, the Contractor shall be solely responsible for satisfying claims for interest due on late payments and on amounts so retained. The Contractor expressly agrees to indemnify and hold harmless the Owner from any liability for interest payments due persons supplying materials or service on account of Contractor's late payments or on amounts retained by Contractor.

**37. Substantial Completion**

When the Contractor, by written notice to the Owner, certifies that the Work is Substantially Complete, the Owner and its representatives, within a reasonable time, will conduct an inspection to determine the actual status of completion. Approved Operation and Maintenance manuals shall be available at the time of Substantial Completion. See paragraph b. under "Acceptance, Release, and Final Payment" clause of these General Conditions for requirements. When the Owner, on basis of said inspection, determines that the Work is Substantially Complete for the use for which it was intended, it will then prepare a list of deficiencies to be corrected or completed by the Contractor and issue a Certificate of Substantial Completion. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The Certificate of Substantial Completion shall establish a date of Substantial Completion, shall state the responsibilities of the Owner and Contractor for maintenance, heat, and utilities, and shall fix the time within which the Contractor shall complete the entire Project. All insurance, including but not limited to property insurance and All Risk Builders' Risk Insurance, shall be maintained by the Contractor until final acceptance. The Certificate of Substantial Completion shall be submitted to the Contractor for its acceptance, and to the architect/engineer for its approval prior to the Owner signing, all acknowledging the respective responsibilities assigned to them in such certificate. The Owner, if it elects, shall have the right to take Beneficial Occupancy of the Work after the date of Substantial Completion; however, it must allow the Contractor reasonable access to complete or correct items on the deficiency list.

**38. Use and Occupancy Prior to Substantial Completion**

The Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, the Owner shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that the Owner intends to take possession of or use. However, failure of the Owner to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The Owner's possession or use shall not be deemed an acceptance of any Work under the Contract. While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from the Owner's possession or use. If prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract price or the time of completion, and the Contract shall be modified in writing accordingly.

**39. Acceptance, Release, and Final Payment**

- a. Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the Owner will conduct a final inspection. If the Work is found to be in accordance with the terms and conditions of the Contract, the Owner will notify the Contractor in writing accepting the Work. Until such acceptance, the Contractor will be responsible for the Work covered by the Contract.
- b. Prior to any final inspection (or Substantial Completion inspection, whichever is first) the Contractor will have previously submitted and have approved by the Owner, Operation and Maintenance (O&M) manuals. The O&M manuals will be in a form and shall contain such information as shall be directed by Owner.
- c. Neither the final payment nor the remaining retained percentage shall become due or deemed submitted to the Owner until the Contractor shall provide the Owner with (1) a Waiver and Release of Liens, on forms provided by the Owner, executed by the Contractor; (2) a Consent of Surety to Final Payment; (3) verification from the Department of Labor to release final payment; and (4) if required by the Owner, other data establishing payment or satisfaction of all obligations incurred in completing the Project, to the extent and in such form as may be designated by Owner. If any subcontractor refuses to furnish a release or waiver as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to indemnify the Owner against any such obligation. If any such obligation remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such obligation, including all costs and reasonable attorney's fees.
- d. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
  1. unsettled liens;
  2. faulty or defective Work appearing after completion.
  3. failure of the Work to comply with the requirements of the Contract.
  4. terms of any special guarantees required by the Contract.
- e. The acceptance by the Contractor of final payment shall be and shall operate as a release of the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and omission of the Owner and others relating to or arising out of this Work, except those claims of the Contractor previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any continuing obligations under this Contract.

**40. General Guaranty**

- a. Neither the final payment nor any provision in the Contract nor partial or entire occupancy of the Project by the Owner shall constitute an acceptance of Work not done in accordance with the Contract or operate to relieve the Contractor of liability with respect to any warranties or responsibility for faulty materials or workmanship. In addition to any other warranties in this Contract, the Contractor shall remedy any defects in the work which appear within a period of one year from the date the general guaranty commences, unless a longer period is specified and shall pay for any damage to other work resulting there from. The Owner shall give notice of observed defects with reasonable promptness.
- b. The general guaranty shall commence upon Substantial Completion of the Work, as evidenced by the delivery to the Contractor of Owner's Certificate of Substantial Completion. If the Owner elects to take Beneficial Occupancy prior to Substantial Completion of the Work, the guaranty may only commence on those items of Work that are complete. The general guaranty as to Contractor's Work performed after Substantial Completion shall commence upon Owner's final acceptance, as evidenced by the delivery to the Contractor of Owner's written notice of acceptance.
- c. The Contractor, when notified by the Owner, shall immediately place in satisfactory condition, in every particular, any of the guaranteed Work at no cost to the Owner. The Contractor's warranty with respect to Work repaired or replaced will run for one year from the date of repair or replacement.

- d. If the Contractor fails to remedy any failure, defect, or damage within reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- e. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall:
  - 1. except as stated otherwise, obtain all warranties that would be given in normal commercial practice;
  - 2. require all warranties to be executed, in writing, for the benefit of the Owner, if directed by the Owner; and
  - 3. enforce all warranties for the benefit of the Owner, unless otherwise directed by the Owner.

**41. Interference with the Work**

Should the Contractor be prevented or enjoined from proceeding with Work either before or after the start of construction for any reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert any claim for damages by reason of said delay; but time for completion of the Work may be extended to such reasonable time as the Owner determines will compensate for time lost by such delay. Such determination shall be set forth in writing.

**42. Suspension of Work and Delays**

- a. The Owner may, for its convenience, order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate.
- b. If the performance of all or any part of the Work is suspended, delayed, or interrupted by the Owner as provided for in a. above, or by the Owner's failure to act within the time specified in this Contract, an adjustment shall be made for any increase in the cost of the Contract necessarily caused by such suspension, delay, or interruption, and the Contract modified as provided for under Clause 44 of these General Conditions. No adjustment shall be made under this Clause for any suspension, delay, or interruptions to the extent:
  - 1. that the suspension, delay, or interruption of performance results from the fault or negligence of the Contractor.
  - 2. for which an equitable adjustment is specifically provided for or excluded under any other provision of this Contract.
- c. No claim under this Clause shall be allowed:
  - 1. for any costs incurred more than ten (10) days before the Contractor shall have notified the Owner in writing of the act or omission involved (but this requirement shall not apply as to a claim resulting from a suspension order).
  - 2. unless the claim, in an amount certain, is presented to the Owner in writing as soon as possible after the termination of such suspension, delay, or interruption, but in no event later than the date of final payment under the contract.
- d. Any adjustment in Contract price made pursuant to this Clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

**43. Differing Site Conditions**

- a. The Contractor shall promptly, and before the following conditions are disturbed, give a written notice to the Owner of:
  - 1. subsurface or latent physical conditions at the job site which differ materially from those indicated in this Contract, or

2. unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in the work of the character provided for in this Contract.
- b. The Owner shall promptly investigate the site conditions after receiving the notice. If it 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, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made, and the Contract modified in writing accordingly.
- c. No request by the Contractor for an equitable adjustment to the Contract under this Clause shall be allowed unless the Contractor has given the written notice required in a. above.
- d. No request by the Contractor for an equitable adjustment to the Contract for differing site condition shall be allowed if asserted after final payment under this Contract.

#### **44. Changes**

- a. The Owner may, at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Contract, including, but not limited to, changes:
  1. In the specifications (including drawings and designs).
  2. In the method or manner of performance of the Work.
  3. In the Owner-furnished facilities, equipment, materials, services, or job site.
  4. Directing acceleration in the performance of the Work.
- b. Any other written order or an oral order (which terms as used in this paragraph b. shall include direction, instruction, interpretation, or determination) from the Owner, which causes any such change, shall be treated as a change order under this Clause, provided that the Contractor gives the Owner written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- c. Except as herein provided, no order, statement, or conduct of the Owner shall be treated as a change under this Clause or entitle the Contractor to an equitable adjustment hereunder.
- d. If any change under this Clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, whether or not changed by any such order, an equitable adjustment shall be made and the Contract modified in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph b. of this clause shall be made for any cost incurred more than ten (10) days before the Contractor gives written notice as required. In the case of defective specifications, for which the Owner is responsible, the equitable adjustment shall include any increased costs reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- e. The Contractor must assert its right to an adjustment under this Clause, within thirty (30) days after receipt of a written change order under paragraph a. of this Clause, or the furnishing of a written notice under paragraph b. of this Clause, by submitting to the Owner a written statement describing the general nature and amount of proposal, unless this period is extended in writing by the Owner. The statement of proposal for adjustment may be included in the written notice by the Contractor required under b. above.
- f. No proposal by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract or if the Contractor fails to request an adjustment within the time and under the conditions set forth in e. above. As the Owners funds are fixed and limited, time constraints on notices will be strictly enforced.

- g. In the event the Contractor agrees to the price for a change in the Work and the Owner has issued its acceptance and notice to proceed prior to execution of such a change order, it shall be entitled to receive only the amount of said price for the performance of such change in Work.
- h. Any adjustment in Contract price made pursuant to this Clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

#### **45. Disputes**

- a. The Owner will be, in the first instance, the interpreter of the requirements of the Contract and the judge of the performance thereunder.
- b. If the Owner has adopted regulations that are currently in effect concerning the procedure to be followed for the resolution of disputes and appeals arising out of claims regarding the performance or interpretation of construction contracts, such regulations apply, subject to the terms of this paragraph. All disputes arising out of or relating to this Contract shall be resolved as herein stated. To the extent that no process is applicable to a particular dispute or issue, Owner may determine a process. However, no claim may be processed under this Clause unless the underlying dispute was first promptly presented in writing to the appropriate contract manager for resolution under Clauses 42, 43, 44, or other applicable Clause(s) of these "General Conditions" or other controlling provision of the Contract. The term "promptly" shall mean the applicable time limit set forth in these "General Conditions" or other controlling provision in the Contract.
- c. If an adjustment under clauses 42, 43, 44, or other applicable clause(s) of these "General Conditions" or under another controlling provision of the Contract is disallowed by a contract manager, the Contractor shall, within fourteen (14) days after receipt of the contract manager's disallowance of the adjustment, provide written notice to the cognizant Contracting Officer of the Contractor's intention to file a claim under this Clause. Within twenty one (21) days after receipt of the Contract Manager's disallowance the Contractor shall presents its claim as required herein.
- d. As used herein, "claim" means a written demand or assertion by a party to the Contract seeking, as a matter of right, the payment of money, adjustment or interpretation of the Contract terms or other relief arising under or relating to the Contract.
- e. In presenting the claim, the claimant shall specifically include the following:
  - 1. The factual background surrounding the claim including accurate and complete supporting data.
  - 2. The Contract provisions that apply to the claim and under which it is made.
  - 3. The items and quantities, if any, upon which the claim is made.
  - 4. The specific relief requested, including the additional compensation claimed and the basis upon which it is calculated and/or the additional time requested and the basis upon which it is calculated.
  - 5. The specific exceptions to the Contract Manager's decision. The claimant shall certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of its knowledge and belief, and that the relief requested accurately reflects the equitable adjustment for which it believes the Owner is liable.
- f. The scope of the claim or remedy applicable to it may not include costs or attorney's fees associated with the claim or dispute.
- g. Upon receipt of a claim under this Clause, the Contracting Officer shall request all parties to submit copies of pertinent papers and Contract Documents relating to the claim within a certain time. The Contracting Officer in his discretion may require any party to submit additional information, including a summary statement of the factual and legal basis of the claim.
- h. Upon receipt of the relevant documents, the Contracting Officer shall determine:

1. Whether there is reasonable cause to believe that the Contractor has presented a valid claim against the Owner for which relief may be granted. If the claim is clearly fraudulent or the Contractor makes or uses in support of its claim a misrepresentation, the Contracting Officer shall proceed in accordance with AS 36.30.687 (b) (initiate a specific finding) which may result in the Contractor forfeiting all claims and reimbursing the Owner for all costs, or
2. If the undisputed facts clearly support a determination that the Contract Manager's decision was correct, then the Contracting Officer may adopt the Contract Manager's decision and send written notice to the Contractor of the Contracting Officer's decision to adopt and that this constitutes the Contracting Officer's written decision under paragraph j. of this Clause and that it is a final decision unless appealed in accordance with paragraph k.
  - i. In lieu of dismissing the claim, the Contracting Officer may attempt to resolve the claim by informal conference and conciliation with the parties. Upon receipt of a settlement documents signed by the parties, the Contracting Officer shall dismiss the claim.
  - j. If the claim cannot be dismissed or resolved informally within 30 calendar days after the Contracting Officer received the relevant documents, then the Contracting Officer shall within 90 calendar days issue a written decision. The Contracting Officer shall review the facts relating to the dispute and obtain, if necessary, assistance from legal, fiscal and other advisors. The Contracting Officer shall mail the decision to the Contractor by certified mail.

If the Contracting Officer does not issue a written decision within 90 calendar days or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

- k. Any party may appeal an adverse decision of a Contracting Officer under this Clause to the Chief Procurement Officer for Construction if filed within 14 calendar days after receipt of the Contracting Officer's decision or at the expiration of 90 days in the absence of a decision. A copy of the appeal shall be sent to the Contracting Officer.
  - l. A written notice of appeal to the Chief Procurement Officer for Construction need not be in any particular form. However, it must 1) evidence a desire to have the Chief Procurement Officer for Construction review the Contracting Officer's decision, 2) list specific factual and legal errors to the Contracting Officer's decision, and 3) be signed by the appellant or his authorized representative. General assertions that the Contracting Officer's decision is contrary to law or fact are not sufficient.
- m. Within 15 calendar days after receipt of an appeal, the Chief Procurement Officer for Construction may adopt the Contracting Officer's written decision; otherwise, the Chief Procurement Officer for Construction shall, as soon as practicable, arrange a hearing in accordance with University of Alaska regulations and AS 36.30. The Chief Procurement Officer for Construction shall notify the Contractor of his or her decision to adopt the Contracting Officer's written decision and inform the Contractor that it may appeal this ruling to the Superior Court for the State of Alaska for a trial de novo.
- n. At the conclusion of a hearing and within 30 days thereafter, the hearing officer, if other than the Chief Procurement Officer for Construction, shall make a written recommendation to the Chief Procurement Officer for Construction including findings of fact and conclusions of law. Upon due deliberation and within 60 days of receipt of the hearing officer's recommendation, the Chief Procurement Officer for Construction shall render a decision to affirm, reverse or modify the recommendation, or take other appropriate action. The Chief Procurement Officer for Construction's decision shall be set forth in writing and must articulate the basis for the decision. In the event the Chief Procurement Officer for Construction finds against the Contractor, he or she shall notify the Contractor that it may appeal to the Superior Court for the State of Alaska in accordance with the Alaska Rules of Appellate Procedure if it does so within 30 days from receipt of the Chief Procurement Officer for Construction's adverse decision.

- o. The Contractor shall proceed diligently with performance of the Contract pending final resolution of any claim or request for relief and shall comply with any decision of the Contract Manager or Contracting Officer pending said final resolution.

**46. Price Adjustment**

- a. Any adjustment in Contract price pursuant to Clauses in this Contract shall be determined, at the Owner's option, by one or more of the following methods:
  - 1. By agreement on a fixed price adjustment for all reasonable costs before commencement of the pertinent performance;
  - 2. By unit prices specified in the Contract or subsequently agreed upon;
  - 3. By the actual direct cost to include the following:
    - a) Labor, including foremen;
    - b) Materials entering permanently into the Work;
    - c) The Contractor's ownership cost or rental charges at competitive rates of the construction plant and equipment during the time of use on the extra Work;
    - d) Power and consumables supplied for the operation of power equipment;
    - e) Insurance;
    - f) Social security and unemployment contributions.
  - 4. In such other manner as the parties may mutually agree; or
  - 5. In the absence of agreement between the parties, by a unilateral determination by the Owner of costs attributable to the event or situation covered by the Clause, all as computed by the Owner in accordance with general accepted accounting principles, plus appropriate fee, as determined herein.
  - 6. Subject to any limitations prescribed elsewhere in the terms and conditions of the Contract, a reasonable fee for overhead and profit may be negotiated and included in any price adjustment under a. 1., 3., 4., and 5. by mutual agreement of the parties up to an amount not to exceed ten percent (10%) of the above actual direct costs incurred by the Contractor's own forces allocable to the price adjustment for overhead plus ten percent (10%) of the Contractor's direct costs, including overhead allocable to the price adjustment for profit. The cost of the subcontractor's Work shall be determined in the same manner. To the cost of subcontractor Work the Contractor, and any higher tiered subcontractor, may add an amount to be agreed upon but not to exceed ten percent (10%). The total fee shall be compensation to cover all indirect costs, profit and any other general expense except as follows: to the final price of the modification may be added the cost of payment and performance bonds, if appropriate. The amount added shall not be more than the product of the modification amount and the lowest stepped rate charged for payment/performance bonds based upon the Contract amount to date.

All proposals for price adjustment to the Contract including additions and deductions shall have itemized breakdowns of labor, materials, equipment, and other direct costs. Changes that include both monetary additions and deductions shall have the above fee computed only on the net direct cost addition; net deductive amounts or changes shall include a minimum five percent (5%) fee.

- b. The Contractor shall submit cost or pricing data for any price adjustments and shall certify that, to the best of the Contractor's knowledge and belief, the data submitted is accurate, complete, and current prior to the beginning of negotiations or as of a mutually determined specified date and will continue to be accurate and complete during the performance of the Contract. Certification below a specified amount may be waived by the Owner. Any price increase in connection with this Contract by any significant amount because the data was inaccurate or incomplete shall be reduced and the Contract modified according to the Owner's regulations or FAR 52.215-22 whichever is applicable.

#### **47. Right of the Owner to Terminate Contract**

a. Default:

1. If the Contractor violates any material provision of the Contract, or if it should make an assignment for the benefit of creditors, file a petition of bankruptcy, or if a receiver should be appointed on account of Contractor's insolvency, or if the Owner determines that the Contractor has failed to supply an adequate working force or material of proper quality or quantity, or has persistently disregarded the written instructions of the Owner, or has refused or failed to prosecute the Work or any separable part thereof with such diligence as will result in its completion within the time specified in the Contract, or any extension thereof, or if the Contractor fails to complete said Work within such time, the Owner may terminate the Contractor's right to proceed with the Work.
2. If any grounds for termination exist, the Owner may give written notice to the Contractor and the Contractor's sureties that if specified defaults are not remedied within the time set forth in such notice, the Contractor's right to proceed with the Work will automatically terminate.
3. Upon such termination, the Owner may:
  - a) require the Contractor's sureties to complete the Work;
  - b) take over the Work directly; or
  - c) employ another contractor to complete the Work.

In any event, in completing the Work, the Owner or its representative may utilize any materials, tools, equipment, and appliances that are at the job site and necessary for its completion.

4. If the Owner terminates the Contractor's right to proceed, or if the Contractor abandons the Work and the Work is completed by another, the Contractor shall not be entitled to receive any portion of the amount to be paid under the Contract until the Work is fully completed. After completion, if the unpaid balance owed to the Contractor exceeds the sum of the amount paid by the Owner in finishing the Work plus all damages sustained, including but not limited to such liquidated damages as provided for in this Contract, the excess not required by the Contract to be retained shall be paid to the Contractor; but if such sum exceeds the unpaid balance, the Contractor and his sureties shall be liable to the Owner for the excess.

b. Convenience:

1. The performance of Work under the Contract may be terminated by the Owner in accordance with this Clause in whole or from time to time in part:
  - a) Whenever, for any reason, the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice-of-Termination specifying whether the termination is for the convenience of the Owner, the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
2. After receipt of a Notice-of-Termination and except as otherwise directed by the Owner, the Contractor shall:
  - a) Stop Work under the Contract on the date and to the extent specified in the

Notice-of-Termination.

- b) 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.
- c) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice-of-Termination.
- d) Assign to the Owner, in the manner and to the extent directed by the Owner, all right, title, and interest of the Contractor under the orders or subcontracts so terminated. The Owner shall have the right, in its discretion, to settle or pay any or 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.
- e) With the approval or ratification of the Owner and to the extent it may require, which approval or ratification shall be final and conclusive for all purposes of this Clause, 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 this Contract.
- f) Transfer title to the Owner (to the extent that the title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner: (i) The fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of or acquired with respect to the performance of the Work terminated by the Notice-of-Termination; (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the Owner; and (iii) acquired or manufactured components for the performance of this Contract for the cost of which the Contractor has been or will be reimbursed under this Contract.
- g) Use Contractor's best efforts to sell in the manner, at the time, to the extent, and at the price or prices directed or authorized by the Owner any property of the types referred to in f. above; provided, however, that the Contractor: (i) Shall not be required to extend credit for any sale, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; and, provided further, that the proceeds for any such transfer or disposition shall be applied to reduce any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Owner may direct.
- h) Complete performance of such part of the Work as shall not have been terminated by the Notice-of-Termination.
- i) Take such action as may be necessary or as the Owner may direct for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining the adjustment of the amount of the fee, or any item, or reimbursable cost under this Clause. At any time after the effective date of termination as may be amended by the Owner from time to time, the Contractor shall submit to the Owner a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Owner, and may request that Owner remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Owner may accept such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Owner upon removal of items or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

3. After receipt of a Notice-of-Termination, the Contractor shall submit to the Owner its termination claim in the form and with the certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such six-month period or any authorized extension thereof. However, if the Owner determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Owner may, subject to any review required by the Owner's procedures or regulations in effect as of the date of execution of this Contract, determine on the basis of information available to it the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
4. Subject to the provisions of paragraph 3 above and subject to any review required by the Owner's procedures or regulations in effect as of the date of execution of this Contract, the Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid (including an allowance for the fee), if any, to the Contractor by reason of the total or partial termination of Work pursuant to this Clause. Upon agreement, the Contract shall be amended accordingly; and the Contractor shall be paid the agreed amount.
5. In the event of the failure of the Contractor and the Owner to agree in whole or in part as provided in paragraph above as to the amounts with respect to costs and fees, if any, to be paid to the Contractor in connection with the termination of Work pursuant to this Clause, the Owner shall, subject to any review required by the Owner's procedures in effect as of the date of execution of this Contract, determine on the basis of information available to it the amount, if any, due to the Contractor in connection with the termination and shall pay to the Contractor the amount determined as follows:
  - a) If the settlement includes costs and fees:
    - (i) There shall be included therein all costs and expenses reimbursable in accordance with this Contract and not previously paid to the Contractor for the performance of this Contract prior to the effective date of the Notice-of-Termination and such of these costs as may continue for a reasonable time thereafter with the approval of or as directed by the Owner, provided, however that the Contractor shall proceed as rapidly as practicable to discontinue such costs.
    - (ii) There shall be included therein, as far as not included under 1 above, the costs of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in paragraph b.2.e above, which are properly chargeable to the terminated portion of the contract.
    - (iii) There shall be included therein reasonable costs of settlement incurred by the Contractor, including but not limited to accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the termination, together with reasonable storage, transportation, and other costs incurred in connection with the protection of termination inventory.
    - (iv) If the terms of the Contract provide for a fee to be paid the Contractor, there shall be included in the settlement a portion of the fee determined at the Owner's option as follows:

If the fee is expressed as a lump sum, there shall be paid a percentage of the lump sum equivalent to the percentage of physical completion of the Work for which the fee applies, less any fee payments made previously.

If the amount determined under this subparagraph is less than the total fee payment theretofore made to the Contractor, the Contractor shall repay the excess amount to the Owner.

6. Any dispute arising from any determination made by the Owner under paragraph b.3 or b.5 above shall be resolved pursuant to Clause 45 of these General Conditions except that if the Contractor has failed to submit its claim within the time provided in paragraph b.3 above and has failed to request an extension of such time, the Contractor shall have no right to such resolution. In any case, where the Owner has made a determination of the amount due under paragraph b.3 or b.5 above, the Owner shall pay the Contractor the following: 1. If there is no right of resolution hereunder or if no timely resolution has been taken, the amount so determined by the Owner; or 2. if an appeal has been taken, the amount finally determined on such appeal.
7. In arriving at the amount due the Contractor under this Clause, there shall be deducted: 1. All advance or other payments applicable to the terminated portion of this Contract previously made to the Contractor; 2. the amounts of any claim that the Owner may have against the Contractor in connection with this Contract; and 3. the agreed price for, or proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this Clause and not otherwise recovered by or credited to the Owner.
8. In the event of a partial termination, the portion of the fee which is payable with respect to the Work under the continued portion of the Contract shall be equitably adjusted by agreement between the Contractor and the Owner and such adjustment shall be evidenced by an amendment to this Contract.
9. The Owner may, from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever, in the opinion of the Owner, the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally determined to be due under this Clause, such excess shall be payable by the Contractor to the Owner upon demand, together with interest computed at the rate of eight percent (8.0%) per annum, for the period from the date such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the Owner by reason of the circumstances.

#### **48. Equal Employment Opportunity Requirements**

- a. For the term of this Contract, the Contractor shall comply with the Governor of Alaska Administrative Order #18 as amended, President of the United States Executive Order 11246 of September 24, 1965 as amended and specifically as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, marital status, or mental or physical disability. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, age, marital status, or mental or physical disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
  2. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, marital status, or mental or physical disability.
  3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice 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 shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. 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.
  5. 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 Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rule, 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 or as otherwise provided by law.
  7. The Contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 and supplemented in Department of Labor regulations (41 CFR Part 60) so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as may be directed by the Owner as a means of enforcing such provision including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner.
- b. The Contractor by submission of its bid on this Project and subsequently, if successful, by its signature on the Contract between the Owner and Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, sex, or national origin, ancestry, age, marital status, or mental or physical handicap or disability because of habit, local custom, or otherwise. The Contractor agrees that it will obtain identical certifications for proposed subcontractor's vendor prior to award of subcontracts or purchase orders exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause in a. above.
- c. The Contractor (or first tier subcontractor) is herein advised of its obligation under 41 CFR 60-1.7: If it (1) has 50 or more employees and (2) has a contract with the Owner or subcontract on this Project amounting to \$50,000 or more and has not filed with the Office of Federal Contract Compliance (OFCCP) in Anchorage, Alaska on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO-1), it shall do so within thirty (30) days after award to it of a contract. Forms may be obtained from the same office. In addition, if the Contractor meets the requirements under c. (1) and (2) above, he shall within 120 days of receipt of written Notice-of-Award develop and maintain for the term of this contract a written affirmative action compliance program until such time as it is not required by law or regulation to develop and maintain such a program.

- d. The Contractor and subcontractors shall provide written notification to the appropriate OFCCP office within ten (10) working days of award of any construction contract in excess of \$10,000 at any tier for construction work under this Contract. The Contractor and subcontractors holding contracts of \$10,000 or more shall comply with a 28 percent minority manpower utilization goal in each of the following trades: Asbestos workers, Carpenters, Electricians, Ironworkers, Operating Engineers, Painters, Pile Drivers, Plumbers and Steam Fitters, Roofers, Sheet Metal Workers, and Teamsters. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, veteran of the Vietnam era, or handicapped person in regard to any position for which the employee or applicant for employment is qualified.
- e. In accordance with Executive Order 11625, special efforts must be made to maximize the participation of Minority Business Enterprises (MBES). The Contractor agrees to award subcontracts to MBES to the fullest extent consistent with efficient performance of the Contract. If required by the Owner, the Contractor shall present records to the Owner evidencing the Contractor's efforts to solicit Minority Business Enterprises prior to the award of any subcontracts.
- f. The Owner shall have recourse to the following sanctions and penalties for the Contractor's or subcontractor's failure to meet its affirmative action commitment:
  - 1. Cancel, terminate, suspend, or cause to be canceled, terminated, or suspended, any contract or subcontract relating to construction by the Owner or any portion or portions thereof for failure of the Contractor or subcontractor to comply with the affirmative action provisions of the Contract. Contracts may be canceled, terminated, or suspended absolutely, or continuation of the contract may be conditioned upon a program for future compliance approved by the Owner. (A.O. #18)

**49. Alaska Statute Title 36**

The provisions of Alaska Statute Title 36, Public Contracts, as amended and/or supplemented are hereby incorporated in the contract by this reference. Effective July 1, 2003, AS 36.05.045 requires the filing of a Notice of Work with the Department of Labor, payment of filing fees, and the filing of a Notice of Completion. The Contractor is advised that Compliance with AS 36 et seq. is mandatory with no change in the Contract sum.

**50. Payrolls and Basic Records**

- a. The Contractor shall maintain payrolls and basic records for all laborers and mechanics during the course of the Work and shall preserve them for a period of three (3) years thereafter. Such records shall contain at a minimum the name and address of each such employee, his correct classification, rate of pay (including rates of contribution for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.
- b. One certified copy of all payroll reports shall be submitted bi-weekly to the Owner. In addition, one certified copy of all payroll reports shall be submitted bi-weekly to the State Department of Labor, irrespective of applicable wage rates (State or Federal) in compliance with Alaska Statute 36.05.040, Filing Schedule of Employees, Wages Paid, and Other Information. The copy to the Owner shall be accompanied by a Statement of compliance certifying: (1) That the wage rates contained therein are not less than the current prevailing rates of pay issued by the Department of Labor in effect ten (10) days before the final date for submission of bids on this Contract or as modified every 24 months, (2) that no deductions have been made other than those permissible under the Copeland Act, (3) that the classifications set forth for each laborer or mechanic conforms with the work he or she performed, and (4) the wage rates contained therein are not less than the current prevailing rates of pay issued by the U.S. Department of Labor. The Contractor shall be responsible for the submission of certified copies of payrolls of all subcontractors.

- c. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, payrolls, estimates, records, and other data as the Owner may request concerning Work performed or to be performed under this Contract. The Owner's auditors, timekeepers, and inspectors shall be afforded access to all of the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, subcontracts, memoranda, etc. relating to this Contract; and the Contractor shall preserve all such records for a period of three (3) years after Final Payment hereunder.
- d. The Owner may audit the books and records of a Contractor or a subcontractor including material suppliers to the extent that the books and records relate to the performance of the Contract or any subcontract. Books and records shall be maintained by the Contractor for a period of three years after the date of final payment under the Contract and by the subcontractor for a period of three years after the date of final payment under the subcontract.
- e. The Contractor shall insert in all subcontracts the requirements set forth in subparagraphs a., b., c., and d. of this Clause and also a provision that the subcontractors include these requirements in any lower tier subcontracts which they may enter into together with a provision requiring this insertion in any further subcontracts that may in turn be made.

**51. Apprentices**

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a state apprenticeship agency that is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to the Contractor's entire work force under the registered program. The Contractor or subcontractor will be required to furnish to the Owner written evidence of the registration of their program and apprentices as well as of the appropriate ratios and wage rates for the area of construction prior to using any apprentices on the Work.

**52. Copeland (Anti-Kickback) Act**

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 276c) and the Anti-Kickback Act of 1986 (41 USC 51-58) and Regulations of the Secretary of Labor (29 CFR, Part 3) that are herein incorporated by reference. The Contractor shall comply with any amendments or modifications to this Act or these regulations and shall be responsible for the submission of affidavits required of subcontractors.

**53. Overtime Compensation**

- a. No Contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any work week in which he is employed on such Work to work in excess of eight hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, as the case may be.
- b. In the event of any violation of the requirements set forth in subparagraph a. above, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for such unpaid wages. In addition, such Contractor and subcontractor shall be liable to the Owner for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the requirements set forth in subparagraph a. above in the amount of \$20 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by subparagraph a. above.

- c. The Owner may withhold or cause to be withheld from any monies payable on account of Work performed by the Contractor or subcontractor such sums as Owner may determine to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in subparagraph b. above.
- d. The Contractor shall insert in all subcontracts the requirements set forth in subparagraphs a., b., and c. of this Clause and also a provision that the subcontractors include these requirements in any lower tier subcontracts which they may enter into together with a provision requiring this insertion in any further subcontracts that may in turn be made.

#### **54. Minimum Wages**

All mechanics, laborers, and field surveyors employed by the Contractor or subcontractor under this Contract will be paid the higher of the current prevailing wage rates established by the State Department of Labor and the U.S. Department of Labor.

All mechanics, laborers, and field surveyors employed by the Contractor or subcontractor at the job site under this Contract will be paid unconditionally and not less than once a week and without subsequent deduction or rebate on any account, except such payroll deductions as are permissible under the Copeland Act, the prevailing rate of wages that were in effect ten (10) days before the final date for submission of bids for this Contract. The rate shall remain in effect for the life of the Contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the Contract is completed, whichever occurs first. This process shall be repeated until the Contract is completed. The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the job site. The Owner shall withhold so much of the accrued payments from periodic payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractor the difference between:

1. The rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors in the Work.
2. The rates of wages in fact received by laborers, mechanics, and field surveyors on the Work.

If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wage less than the rate of wages required by the Contract to be paid, the Owner by written notice to the Contractor may terminate its right to proceed with the Work or the part of the Work for which there is a failure to pay the required wages and to prosecute the Work to completion by contract or otherwise; and its sureties are liable to the Owner for excess costs for completing the Work as a result of a violation of the provisions of this Clause.

#### **55. Employment Preference**

It is the policy of the State of Alaska that to fulfill the duty of loyalty owed to its citizens and to remedy social or economic problems, the State will grant an employment preference to residents when the State is acting as a market participant. The Contractor including its subcontractors for the duration of this Project shall comply with AS 36.10, Employment Preference, now in effect, and all regulations promulgated for its implementation currently in effect and those that may become in effect.

#### **56. Alaska Forest Products Preference**

In accordance with AS 36.15 and AS 36.30.322 whenever timber, lumber, and manufactured lumber products are required in this Project, only timber, lumber, and manufactured lumber products originating in this State from local forests shall be used wherever practicable. The Contractor for the duration of this Project shall purchase only timber, lumber, and manufactured lumber products harvested in this State whenever priced no more than seven percent above products harvested outside the State, available and of like quality when compared with timber, lumber, or manufactured lumber products harvested outside the State.

To meet this requirement the Contractor shall keep records documenting its solicitation efforts in obtaining Alaska Forest Products from suppliers listed with the Department of Community and Economic Development on its "Alaska Products Preference List". The Contractor shall provide the Owner with this record upon request, on the anniversary date of award and at the completion of the Contract. Failure to comply with this requirement or to provide records as required shall result in the Owner withholding all payments until compliance is met.

**57. Alaska Products and Recycled Alaska Products Preference**

When a Contractor designates the use of an Alaska Product or Recycled Alaska Product at bid opening in order to receive a preference, the Contractor must use the product or products designated. The Contractor shall keep records documenting its use of the Alaska Product or Recycled Alaska Product and provide the Owner these records upon request, on the anniversary date of the award and at the completion of the Contract.

If a Contractor who designates the use of an Alaska Product or Recycled Alaska Product in a bid fails to use the designated product for a reason within its control the Contract shall be reduced an amount equal to the percent preference it requested on the Alaska Product plus one percent of the value of the Alaska Product.

**58. Protection of Lives and Health**

In order to protect the lives and health of its employees under the Contract, the Contractor shall comply with all pertinent provisions of Alaska Statute 18.60 and with all pertinent provisions of the "Construction Safety Code" and "General Safety Code" issued by the Alaska Department of Labor and shall take or cause to be taken such additional measures as the Owner may determine to be reasonably necessary for this purpose. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage that may result from their failure or their improper construction, maintenance, or operation.

The Contractor shall provide all required environmental, safety and health oversight, training, equipment, materials supplies and documentation (including but not limited to Material Safety Data Sheets, training records, signage, and data) for their employees and subcontractors. Further, Contractor shall be solely responsible and accountable for all fines and penalties resulting from any environmental, health or safety violations by their employees or subcontractors that occurs while performing the Work.

**59. Clean Air and Water**

The Contractor shall comply with all regulations set forth in the Alaska Administrative Code (AAC) Title 18, Environmental Conservation, Chapter 50, Air Quality Control.

In addition, if the Contract amount exceeds \$100,000:

- a. The Contractor shall comply will all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use under federal contracts or grants, facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.
- b. The Contractor warrants that any facilities to be used in the performance of this Contract are not listed on the EPA List of Violating Facilities.
- c. The Contractor will include a provision substantially the same as this, including this paragraph c. in every non-exempt subcontract.

**60. Hazardous Substances: Spills, Reporting & Communication Plan**

Title 18 of the Alaska Administrative Code Section 75.300 mandates the reporting of oil spills and hazardous material spills in a timely manner to the Department of Environmental Conservation (DEC). The Contractor may have responsibility under the law as the person in charge if an oil or hazardous spill occurs or is caused by any of its employees, suppliers or subcontractors. The Contractor, however, is responsible under this Contract to report any project related spills caused by its employees, suppliers or subcontractors within the time-lines given below to the Owner, Safety Officer and to its Project Representative in order for these persons to warn the Owner's employees, students and the general public on its property of a potentially hazardous condition. This Clause, or its effect, shall be in all of the Contractor's purchase orders, contracts and subcontracts and shall make each of the Contractor's subcontracted parties responsible to the Contractor as the Contractor is to the Owner.

The following chart shows the time-line for reporting of various size spills:

<u>Substance</u>	<u>Quantity</u>	<u>Spill on</u>	<u>Time to Report</u>
Hazardous Material .....	Any Amount.....	Land or Water .....	Immediately
Oil .....	Less than 0.5 pints or causes Less than 100 SF sheen.....	Water .....	7 Days
Oil .....	Greater than 55 gals. or causes Greater than 1000 SF sheen. ....	Water .....	Immediately
Oil .....	Other than above.....	Water .....	24 Hours
Oil .....	Less than 10 gals.....	Land .....	7 Days
Oil .....	Greater than 10 gals, but Less than 56 gals.....	Land .....	24 Hours
Oil .....	Greater than 55 gals. ....	Land .....	Immediately

For all toxic or hazardous materials the Contractor uses in the performance of this Contract it shall have available a Material Safety Data Sheet (MSDS) as required under 8 AAC 15.0101 (g). For any of the "extremely hazardous substances" under the Superfund Amendments & Reauthorization Act (SARA) Title III used onsite, if the Hazard Rating Standard (NFPA 704M) is greater than zero (0) in any of the four categories (i.e. health, fire, special and reactivity) of hazardous substances, the Contractor shall be responsible for having onsite not only the Material Safety Data Sheet for each extremely hazardous substance, but a hazard communication program and plan for its employees to follow in the event of an accident. The Owner shall make available to the Contractor Material Safety Data Sheets for any toxic or hazardous substance under its control that the Contractor may encounter in its work under this Contract.

The contractor shall be responsible for all training, documentation, permits and activities associated with the introduction or generation of any hazardous wastes from its own activities and own materials utilized in the course of fulfilling this Contract.

**61. Laws Concerning University of Alaska**

This Contract is made and entered into under and subject to all provisions of the Constitution and laws of the State of Alaska and the United States of America governing, controlling, or affecting the Owner, or the operations or powers of the Owner. The Contractor shall perform the Contractor's agreements and undertakings entered into pursuant to the terms of this Contract in accordance with and subject to all the provisions of the Constitution and laws of the State of Alaska and the United States of America, it being specifically understood that all are, by this reference, hereby made a part of this Contract.

**62. Provisions Required by Law Deemed Inserted**

Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein; and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the request of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**63. Interest of Member of or Delegate to Congress**

No member of or delegate to Congress or state official shall be entitled to any share or part of this Contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

**64. Other Prohibited Interests**

No official of the Owner who is authorized to act in such capacity on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly associated personally except in his official capacity in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized to act in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the Construction of the Project shall become directly or indirectly interested personally except in his official capacity in this Contract, or any part thereof, or in any material supply contract, subcontract, insurance contract, or in any other contract pertaining to the Project.

**65. General Provisions**

- a. United States Currency. All references to dollars in this Agreement refer to United States currency.
- b. Time. Time is of the essence of this Agreement.
- c. Waiver. The failure of any party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach thereof shall not constitute a waiver by said party of any such provision, breach or subsequent breach of the same or any other provision.
- d. Remedies. Except as otherwise expressly provided in this Agreement, the parties shall be entitled to any and all remedies provided by Law and all such remedies shall be cumulative.
- e. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute a single agreement. This Agreement shall not become binding upon any party unless and until all parties have executed at least one counterpart of this Agreement.
- f. Further Actions. The parties hereby agree to take any and all actions and execute, acknowledge and deliver any and all documents reasonably necessary to effect the purposes of this Agreement.
- g. Modification of Agreement. This Agreement may be modified only by an instrument in writing duly executed by and delivered to all of the parties hereto.
- h. Entire Agreement. The Contract Documents embody the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.
- i. Law Governing. This Agreement shall be interpreted and construed in accordance with, and governed and enforced in all respects by, the laws of the State of Alaska, and any litigation arising pursuant to this Agreement shall only be brought after exhausting all administrative remedies in the Alaska Superior Court for the Fourth Judicial District, in Fairbanks, Alaska.

- j. Severability. If any provision of this Agreement or any application thereof shall be found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and any other application of such provision shall remain valid and be interpreted to effectuate the purposes of the agreement as a whole.
- k. Binding Effect. The rights, obligations and liabilities set forth in or arising under this Agreement shall extend to, be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- l. Paragraph Headings. The descriptive paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall not be held to expand, modify, amplify or aid in the interpretation or construction of this Agreement.
- m. Interpretation of the Agreement. This Agreement is the result of a public process in which Contractor had a full and unrestricted right to examine this Agreement before submitting its proposal or bid for this Agreement and prior to executing it and accordingly this Agreement shall not be construed against the drafting party.
- n. Relationship of the Parties. Nothing in this Agreement shall be construed to make the Owner an agent, a partner, or a joint venturer with the Contractor.
- o. Exhibits. All Exhibits to this Agreement are adopted by reference and incorporated herein as if fully set forth in this Agreement.
- p. Survival. Any obligation under this Agreement arising before such expiration or termination, shall survive the expiration or termination of this Agreement. Notwithstanding any other provision contained herein, until the Contractor's obligations pursuant to Clause 19 of this Agreement are fully satisfied, all of Contractor's obligations to insure and indemnify the Owner shall continue.
- q. Capitalized Terms. Unless a contrary meaning is clearly intended, terms that begin with capitalized letters shall have the meaning provided in Clause 1 or, if not defined in Clause 1, as explained in the contract. If a term is not capitalized, it shall have the meaning attributed to the term in common usage in the context in which it is used.

END OF GENERAL CONDITIONS

## SPECIAL CONDITIONS

- SC-01**      **Time for Completion:** The work which the Contractor is required to perform under this Contract shall be commenced on the date stipulated by the Owner in the Notice-of-Award to the Contractor. **Contractor will have access to the site on February 20<sup>th</sup>, 2016. Substantial Completion shall be achieved on April 30<sup>th</sup>, 2016.**
- SC-02**      **Liquidated Damages:** Liquidated damages will be assessed in the amount of **\$250** per day for each calendar day of delay beyond the date of Substantial Completion as stated in SC-01 or any extensions thereof which may be granted pursuant to the General Conditions.
- SC-03**      **Professional Liability:** This project does not require professional liability insurance.
- SC-04**      **Change GC 13.e.4 Builder's Risk Insurance:** All Risk Builder's Risk Insurance is not required.
- SC-05**      **Permits:** The Contractor shall procure and pay for all permits, licenses and approvals as per General Condition 14(a).
- SC-06**      **Camping:** There will be no camping or overnight stays allowed on University Property.
- SC-07**      **Removal of Debris:** In conjunction with requirements of GC 22- The Contractor shall not transfer salvaged materials or demolition debris to any University employee without first obtaining written approval from the Owner's Project Manager.
- SC-08**      **Alternate Brand Requests: GC 16.** Is revised to read: "Alternate brands may be qualified if found to be equal or better, only by submitting a written request to the Owner for approval, on the form provided, a minimum of **ten (10) days** in advance of the bid opening,..." Rest of section remains unchanged.
- SC-09**      **Smoking:** There is to be no smoking on or in UAA Buildings.

Effective November 19, 2015 the University's policy will be as follows:

A. *Prohibitions*

*Smoking and the use of all tobacco and tobacco-related products are prohibited within all university real property, buildings and vehicles. Littering an area with, or with the remains of, tobacco-related or smoking-related products is also prohibited. This prohibition applies to all university events, events held on university grounds or property and applies to all members of the university community including faculty, staff, students, friends, volunteers, patients,*

*customers, vendors, contractors, guests and visitors.*

## **B. Definitions**

- 1. "contractor" means anyone contracted to do work at a university site or property.*
- 2. "smoking" means inhaling, exhaling, burning, or carrying of any lighted or heated or vaporized tobacco-related product or non-tobacco plant product, or operating an electronic smoking or vaping device, instrument or apparatus which can be used to simulate the experience of smoking, or which can be used to house a liquid containing nicotine for delivery in any form to the user, including but not limited to hookahs, water pipes, e-cigarettes, e-cigars, e-pipes, and vape pens.*
- 3. "tobacco" and "tobacco-related products" include all forms of tobacco, including but not limited to cigarettes, cigars, pipes, kreteks, bidis, other inhalable burning substances and all smokeless tobacco and tobacco-containing products.*
- 4. "tobacco use" includes inhaling, smoking, sniffing, chewing, dipping, or any other assimilation of tobacco products.*
- 5. "university real property and buildings" includes buildings, trailers, facilities, campus grounds, athletic facilities, university vehicles, exterior open spaces, covered walkways, breezeways, walkways between sections of buildings, trails, exterior stairways and landings, recreational areas, university-owned parking lots, driveways, loading docks, university-owned streets, shuttle bus stops, sidewalks within all university campuses, and all property that is owned, operated, leased, occupied or controlled by the university except as specified below.*
- 6. "vendor" means anyone providing goods or services on university property or grounds.*

## **C. Exclusions**

The prohibition in this regulation shall not apply in the following situations, to the extent that smoking or the use of tobacco or tobacco-related products is otherwise in conformity with applicable state, local and federal law:

1. Personally owned vehicles parked or being driven on the campus, provided that the vehicles are not within a university parking garage;
2. Public sidewalks or public rights-of-way that border a campus;
3. Use of a non-combustion nicotine product approved by the United States Food and Drug Administration for tobacco use cessation or harm reduction, as long as the product when used as instructed does not produce any vapors, fumes, smoke, gases, mists, particulates or other emissions in amounts significant enough to be detectable by third persons. This includes over-the-counter products (patches, gum, lozenges) and certain prescription products (nasal sprays, personal inhalers);
4. Areas within a fenced construction project in which the contractor has

complete care, custody, and control of the job site, if the relevant contract explicitly authorizes the contractor to allow smoking within the site, provided that any smoking is to occur no less than 50 feet distant from the exterior fence;

**SC-10**

**Discrepancy-Order of Precedence** In the event that any provision of one Contract Document conflicts with a provision of any other Contract Document, the provision of that Contract Document first listed shall govern, except as otherwise specifically stated:

- a. This Agreement
- b. Exhibits, attachments, etc. incorporated herein by reference.
- c. Instructions to Bidders
- d. The Special Conditions
- e. Special written instructions to the Contractor, if any.
- f. The General Conditions
- g. Manufacturer's instructions with reference to approved materials.
- h. The Technical Specifications.
- i. The Contract Drawings

END SPECIAL CONDITIONS

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Laborers' & Mechanics'  
Minimum Rates of Pay

For additional copies of this pamphlet go to:

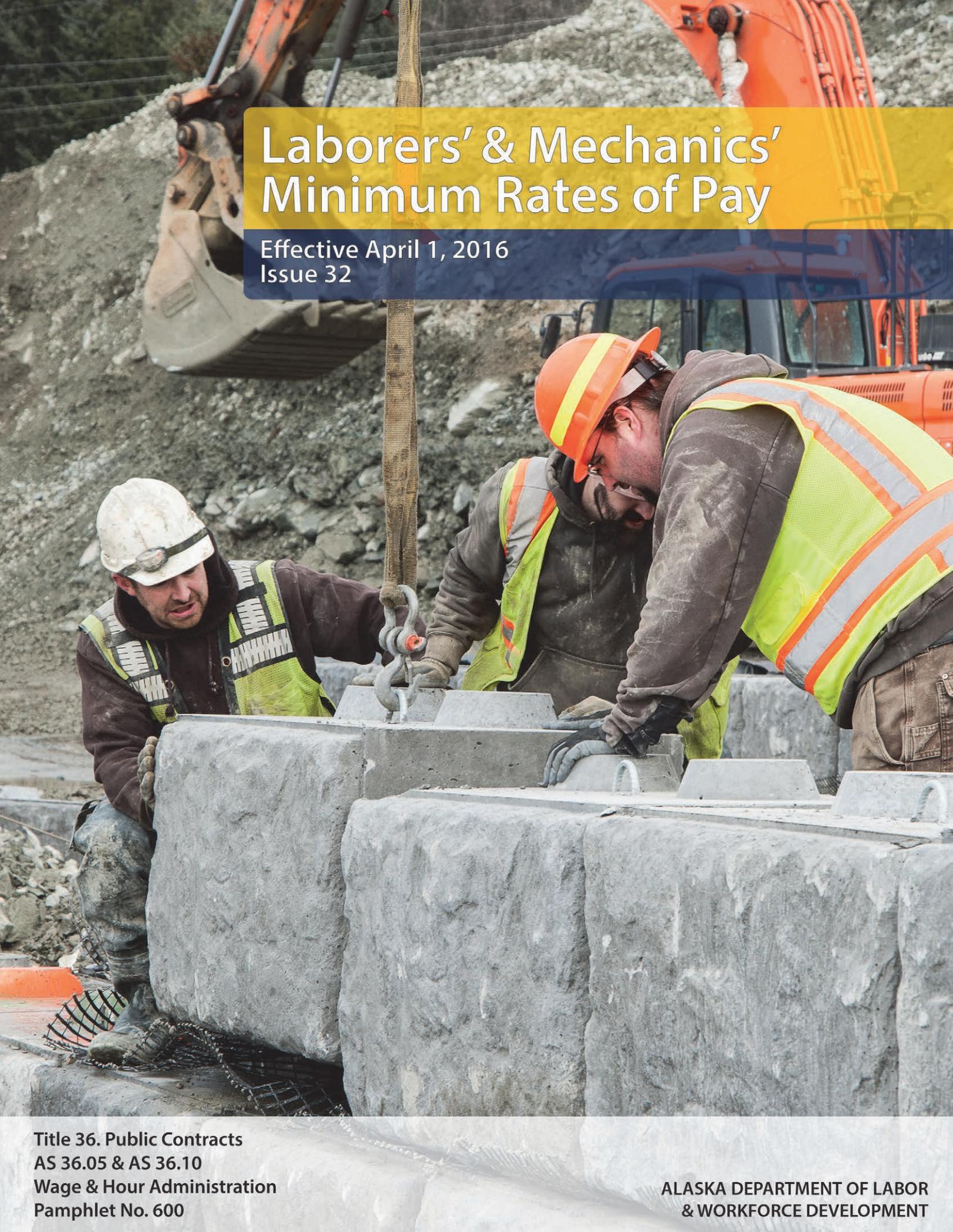
[http://labor.alaska.gov/lss/forms/pamp600-0\\_011.pdf](http://labor.alaska.gov/lss/forms/pamp600-0_011.pdf)

Title 36. Public Contracts  
AS 36.05 & AS 36.10  
Wage & Hour Administration  
Pamphlet No. 600

State of Alaska  
Department of Labor and Workforce Development

Commissioner Heidi Drygas  
Effective ° 1, 201  
Issue 3

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A photograph of three construction workers at a site. They are wearing hard hats (one white, two orange) and high-visibility safety vests (yellow and orange). They are focused on a large, grey concrete block structure. One worker is kneeling on the left, another is leaning over the center, and a third is on the right. In the background, there is a large orange excavator and a pile of dirt and rocks.

# Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2016  
Issue 32

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THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

**Department of Labor and  
Workforce Development**

Office of the Commissioner

Post Office Box 111149  
Juneau, Alaska 99811  
Main: 907.465.2700  
fax: 907.465-2784

April 1, 2016

**TO ALL CONTRACTING AGENCIES:**

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage and resident hire requirements.

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2016.

All projects with a final bid date of April 11, 2016, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or resident hire requirements, please contact the nearest Wage and Hour office. These offices are listed on Page xi.

Sincerely,

A handwritten signature in black ink that reads "Heidi Drygas".

Heidi Drygas  
Commissioner

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**Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed.** This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of the current laws and regulations, please refer to the official codes.

## EXCERPTS FROM ALASKA LAW

*(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)*

### **Sec. 36.05.005. Applicability.**

This chapter applies only to a public construction contract that exceeds \$25,000.

### **Sec. 36.05.010. Wage rates on public construction.**

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

### **Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.**

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

### **Sec. 36.05.045. Notice of work and completion; withholding of payment.**

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
  - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
    - (A) the primary contractor has complied with (a) and (b) of this section;
    - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
    - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
  - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
  - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

**Sec. 36.05.060. Penalty for violation of this chapter.**

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

**Sec. 36.05.070. Wage rates in specifications and contracts for public works.**

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
  - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
  - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
  - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
  - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
    - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
    - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

**Sec. 36.05.080. Failure to pay agreed wages.**

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

**Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.**

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation,

partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

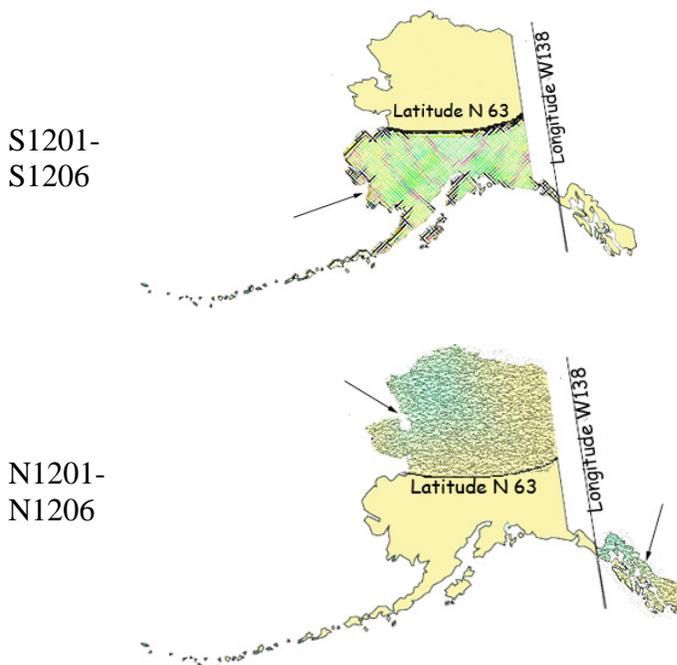
**Sec. 36.05.900. Definition.**

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

**ADDITIONAL INFORMATION**

**LABORER CLASSIFICATION CLARIFICATION**

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



**ACCOMMODATIONS AND PER DIEM**

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

**Employer-Provided Camp or Suitable Accommodations**

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

**Per Diem**

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers’ and Mechanics’ Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department’s existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

**\*\* NEW \*\* APPRENTICE HIRING REQUIREMENTS**

On November 5, 2015, Governor Walker signed Administrative Order No. 278 to help ensure that there is an adequate pool of well-trained Alaskan construction workers to satisfy the industry needs. AO 278 replaced AO 226 and established a 15 percent goal for hiring federally registered apprentices in certain job categories on all public construction projects awarded by the Alaska Department of Transportation and Public Facilities and the Alaska Department of Administration that exceed \$2.5 million. The Order requires the commissioners of DOTPF and DOA to strive to require not less than 15 percent labor hours on a qualified project are performed by federally registered apprentices in the following classifications:

- |               |                                   |                          |
|---------------|-----------------------------------|--------------------------|
| Boilermakers  | Elevator Constructors & Mechanics | Plumbers and Pipefitters |
| Bricklayers   | Insulation Workers                | Roofers                  |
| Carpenters    | Ironworkers                       | Sheetmetal Workers       |
| Cement Masons | Laborers                          | Surveyors                |

Culinary Workers  
Electricians  
Equipment Operators

Mechanics  
Millwrights  
Painters  
Piledriving Occupations

Sprinkler Fitters  
Truck Drivers  
Tug Boat Workers  
Welders

A federally registered apprentice is enrolled in an apprentice training program under 29 U.S.C. 50 and 29 C.F.R. 29.1 – 29.13. Contractors will be expected to file apprentice utilization forms throughout the project or utilize the online certified payroll filing system available on the My Alaska website. A copy of AO 278 may be viewed in its entirety at <http://gov.state.ak.us/admin-orders/278.html> or call any Wage and Hour office to receive a copy.

### **APPRENTICE RATES**

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship Training. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

### **FRINGE BENEFIT PLANS**

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

### **SPECIAL PREVAILING WAGE RATE DETERMINATION**

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director  
Alaska Department of Labor and Workforce Development  
Labor Standards & Safety Division  
Wage and Hour Administration  
P.O. Box 111149  
Juneau, AK 99811-1149  
-or-  
Email: [anchorage.lss-wh@alaska.gov](mailto:anchorage.lss-wh@alaska.gov)

**LABOR STANDARDS REGULATIONS  
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development  
Labor Standards & Safety Division  
Wage and Hour Administration  
1251 Muldoon Road, Suite 113  
Anchorage, AK 99504-2098  
Email: anchorage.lss-wh@alaska.gov

**For *REGULATIONS* information relating to any of the following:**

- Wage and Hour Title 23 Employment Practices
- Wage and Hour Title 36 Public Works
- Employment Agencies
- Child Labor
- Employment Preference (Local Hire)
- Plumbing Code
- Electrical Code
- Boiler/Pressure Vessel Construction Code
- Elevator Code
- Certificates of Fitness
- Recreational Devices

**Request any of the following *PUBLICATIONS* by checking below:**

- |  |   |
|--|---|
| <input type="checkbox"/> Wage and Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet   |
| <input type="checkbox"/> Minimum Wage & Overtime Poster              | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster                          | <input type="checkbox"/> Child Labor Pamphlet           |

***PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.***

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

**DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
ALASKA EMPLOYMENT PREFERENCE INFORMATION**

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ( $.90 \times 4 = 3.6 - .6 = 3$ ). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

**Alaska Department of Labor and Workforce Development  
Labor Standards & Safety Division  
Wage and Hour Administration  
Web site: <http://labor.state.ak.us/lss/pamp600.htm>**

**Anchorage**

1251 Muldoon Road, Suite 113  
Anchorage, Alaska 99504-2098  
Phone: (907) 269-4900

Email:  
anchorage.lss-wh@alaska.gov

**Juneau**

1111 W. 8<sup>th</sup> Street, Suite 302  
Juneau, Alaska 99801  
Phone: (907) 465-4842

Email:  
juneau.lss-wh@alaska.gov

**Fairbanks**

Regional State Office Building  
675 7<sup>th</sup> Ave., Station J-1  
Fairbanks, Alaska 99701-4593  
Phone: (907) 451-2886

Email:  
fairbanks.lss@alaska.gov

**DEBARMENT LIST**

**AS 36.05.090(b)** states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Debarment Expires

Bengal Groups, LLC	November 3, 2017
Mohammed Ali, Individual	November 3, 2017
Fry’s Services, LLC	November 16, 2017
John Paul Freie, Individual	November 16, 2017
Pyramid Audio & Video, Ltd.	June 19, 2018
Jeffrey P. Schneider, Individual	June 19, 2018

# Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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## Boilermakers

<b>A0101</b>	Boilermaker (journeyman)	44.01	8.57	15.34	1.60	VAC 3.00 SAF 0.34	72.86
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## Bricklayers & Blocklayers

\*\*See note on last page if remote site

<b>A0201</b>	Blocklayer	39.81	9.53	8.50	0.55	L&M 0.15 0.43	58.97
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Bricklayer  
Marble or Stone Mason  
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)  
Terrazzo Worker  
Tile Setter

<b>A0202</b>	Tuck Pointer Caulker	39.81	9.53	8.50	0.55	L&M 0.15 0.43	58.97
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Cleaner (PCC)

<b>A0203</b>	Marble & Tile Finisher	33.94	9.53	8.50	0.55	L&M 0.15 0.43	53.10
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Terrazzo Finisher

<b>A0204</b>	Torginal Applicator	37.88	9.53	8.50	0.55	L&M 0.15 0.43	57.04
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## Carpenters, Statewide

\*\*See note on last page if remote site

<b>A0301</b>	Carpenter (journeyman)	38.09	9.78	13.61	0.70	L&M 0.10 SAF 0.15	62.43
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Lather/Drywall/Acoustical

## Cement Masons, Region I (North of N63 latitude)

\*\*See note on last page if remote site

<b>N0401</b>	Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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Application of Sealing Compound  
Application of Underlayment  
Building, General  
Cement Mason (journeyman)  
Concrete

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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**Cement Masons, Region I (North of N63 latitude)**

\*\*See note on last page if remote site

<b>N0401</b>	Group I, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b> 0.10	58.01
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- Concrete Paving
- Curb & Gutter, Sidewalk
- Curing of All Concrete
- Grouting & Caulking of Tilt-Up Panels
- Grouting of All Plates
- Patching Concrete
- Screed Pin Setter
- Spackling/Skim Coating

<b>N0402</b>	Group II, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b> 0.10	58.01
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- Form Setter

<b>N0403</b>	Group III, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b> 0.10	58.01
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- Concrete Saw (self-powered)
- Curb & Gutter Machine
- Floor Grinder
- Pneumatic Power Tools
- Power Chipping & Bushing
- Sand Blasting Architectural Finish
- Screed & Rodding Machine Operator
- Troweling Machine Operator

<b>N0404</b>	Group IV, including:	37.50	7.43	11.80	1.18	<b>L&amp;M</b> 0.10	58.01
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- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Gunite Nozzleman
- Hand Powered Grinder
- Tunnel Worker

<b>N0405</b>	Group V, including:	37.75	7.43	11.80	1.18	<b>L&amp;M</b> 0.10	58.26
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- Plasterer

**Cement Masons, Region II (South of N63 latitude)**

\*\*See note on last page if remote site

<b>S0401</b>	Group I, including:	37.25	7.43	11.80	1.18	<b>L&amp;M</b> 0.10	57.76
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Cement Masons, Region II (South of N63 latitude)**

\*\*See note on last page if remote site

							L&M	
<b>S0401</b>	Group I, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
<b>S0402</b>	Group II, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Form Setter							
<b>S0403</b>	Group III, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
<b>S0404</b>	Group IV, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
<b>S0405</b>	Group V, including:	37.50	7.43	11.80	1.18	0.10		58.01
	Plasterer							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
<b>Culinary Workers * See note on last page</b>							
A0501	Baker/Cook	25.67	6.53	6.37		LEG 0.07	38.64
A0503	General Helper	22.62	6.53	6.37		LEG 0.07	35.59
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	26.22	6.53	6.37		LEG 0.07	39.19
A0505	Head Housekeeper	23.04	6.53	6.37		LEG 0.07	36.01
	Head Kitchen Help						
<b>Dredgemen</b>							
**See note on last page if remote site							
A0601	Assistant Engineer	39.26	9.95	11.05	1.00	L&M 0.10	61.36
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.10	9.95	11.05	1.00	L&M 0.10	60.20
A0603	Fireman	38.54	9.95	11.05	1.00	L&M 0.10	60.64
A0605	Leverman Clamshell	41.79	9.95	11.05	1.00	L&M 0.10	63.89
A0606	Leverman Hydraulic	40.03	9.95	11.05	1.00	L&M 0.10	62.13
A0607	Mate & Boatman	39.26	9.95	11.05	1.00	L&M 0.10	61.36
A0608	Oiler (dredge)	38.54	9.95	11.05	1.00	L&M 0.10	60.64
<b>Electricians</b>							
A0701	Inside Cable Splicer	39.82	12.19	13.01	0.95	L&M 0.20 LEG 0.15	66.32

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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### Electricians

<b>A0702</b>	Inside Journeyman Wireman, including: Technicians	39.49	12.19	13.25	0.95	L&M	LEG	66.23
<b>A0703</b>	Power Cable Splicer	52.27	12.19	18.76	0.95	L&M	LEG	84.52
<b>A0704</b>	Tele Com Cable Splicer	47.45	12.19	15.44	0.95	L&M	LEG	76.38
<b>A0705</b>	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.19	18.71	0.95	L&M	LEG	82.72
<b>A0706</b>	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.19	18.56	0.95	L&M	LEG	77.75
<b>A0707</b>	Straight Line Installer - Repairman	45.70	12.19	15.39	0.95	L&M	LEG	74.58
<b>A0708</b>	Powderman	48.52	12.19	18.65	0.95	L&M	LEG	80.66
<b>A0710</b>	Material Handler	26.15	11.64	4.78	0.15	L&M	LEG	43.02
<b>A0712</b>	Tree Trimmer Groundman	27.17	12.19	11.04	0.15	L&M	LEG	50.85
<b>A0713</b>	Journeyman Tree Trimmer	35.84	12.19	11.30	0.15	L&M	LEG	59.78
<b>A0714</b>	Vegetation Control Sprayer	39.29	12.19	11.40	0.15	L&M	LEG	63.33
<b>A0715</b>	Inside Journeyman Communications CO/PBX	38.07	12.19	12.96	0.95	L&M	LEG	64.52

### Elevator Workers

<b>A0802</b>	Elevator Constructor	36.75	14.43	14.96	0.60	L&M	VAC	70.39
<b>A0803</b>	Elevator Constructor Mechanic	52.50	14.43	14.96	0.60	L&M	VAC	88.62

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Heat & Frost Insulators/Asbestos Workers**

\*\*See note on last page if remote site

<b>A0902</b>	Asbestos Abatement-Mechanical Systems	37.38	8.84	9.51	1.20	SAF	0.12	57.05
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	37.38	8.84	9.51	1.20	SAF	0.12	57.05
<b>A0904</b>	Insulator, Group II	37.38	8.84	9.51	1.20	SAF	0.12	57.05
<b>A0905</b>	Fire Stop	37.38	8.84	9.51	1.20	SAF	0.12	57.05

**IronWorkers**

\*\*See note on last page if remote site

<b>A1101</b>	Ironworkers, including:	36.25	7.83	19.25	0.97	L&M	0.46	IAF	0.10	64.86
	Bender Operators									
	Bridge & Structural									
	Machinery Mover									
	Ornamental									
	Reinforcing									
	Rigger									
	Sheeter									
	Signalman									
	Stage Rigger									
	Toxic Haz-Mat Work									
	Welder									
<b>A1102</b>	Helicopter	37.25	7.83	19.25	0.97	L&M	0.46	IAF	0.10	65.86
	Tower (energy producing windmill type towers to include nacelle and blades)									
<b>A1103</b>	Fence/Barrier Installer	32.75	7.83	19.00	0.97	L&M	0.46	IAF	0.10	61.11
	Guard Rail Installer									
<b>A1104</b>	Guard Rail Layout Man	33.49	7.83	19.00	0.97	L&M	0.46	IAF	0.10	61.85

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*\*See note on last page if remote site

<b>N1201</b>	Group I, including:	30.00	7.71	17.06	1.20	L&M	0.20	LEG	0.20	56.37
	Asphalt Worker (shovelman, plant crew)									

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*\*See note on last page if remote site

					<b>L&amp;M</b>	<b>LEG</b>	
<b>N1201</b>	Group I, including:	30.00	7.71	17.06	1.20	0.20	56.37
	Brush Cutter						
	Camp Maintenance Laborer						
	Carpenter Tender or Helper						
	Choke Setter, Hook Tender, Rigger, Signalman						
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)						
	Crusher Plant Laborer						
	Demolition Laborer						
	Ditch Digger						
	Dumpman						
	Environmental Laborer (hazard/toxic waste, oil spill)						
	Fence Installer						
	Fire Watch Laborer						
	Flagman						
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					<b>L&amp;M</b>	<b>LEG</b>	
<b>N1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	57.37

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*\*See note on last page if remote site

					<b>L&amp;M</b>	<b>LEG</b>	
<b>N1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	57.37

- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Choker Splicer
- Chucktender (wagon, air-track & hydraulic drills)
- Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)
- Culvert Pipe Laborer
- Cured Inplace Pipelayer
- Environmental Laborer (asbestos, marine work)
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier
- Jackhammer or Pavement Breaker (more than 45 pounds)
- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

					<b>L&amp;M</b>	<b>LEG</b>	
<b>N1203</b>	Group III, including:	31.90	7.71	17.06	1.20	0.20	58.27

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*\*See note on last page if remote site

						L&M	LEG	
<b>N1203</b>	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

Welding Certified (in connection with laborer's work)

						L&M	LEG	
<b>N1204</b>	Group IIIA	35.18	7.71	17.06	1.20	0.20	0.20	61.55

Asphalt Raker, Asphalt Belly Dump Lay Down  
 Drill Doctor (in the field)  
 Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)  
 Licensed Powderman  
 Pioneer Drilling & Drilling Off Tugger (all type drills)  
 Pipelayers  
 Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
<b>N1205</b>	Group IV	19.57	7.71	17.06	1.20	0.20	0.20	45.94

Final Building Cleanup  
 Permanent Yard Worker

						L&M	LEG	
<b>N1206</b>	Group IIIB	38.72	5.00	17.06	1.20	0.20	0.20	62.38

Federally Licensed Powderman (Responsible Person in Charge)  
 Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*\*See note on last page if remote site

						L&M	LEG	
<b>S1201</b>	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20	56.37

Asphalt Worker (shovelman, plant crew)  
 Brush Cutter  
 Camp Maintenance Laborer  
 Carpenter Tender or Helper  
 Choke Setter, Hook Tender, Rigger, Signalman  
 Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)  
 Crusher Plant Laborer  
 Demolition Laborer  
 Ditch Digger  
 Dumpman  
 Environmental Laborer (hazard/toxic waste, oil spill)  
 Fence Installer  
 Fire Watch Laborer  
 Flagman

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*\*See note on last page if remote site

					<b>L&amp;M</b>	<b>LEG</b>	
<b>S1201</b>	Group I, including:	30.00	7.71	17.06	1.20	0.20	56.37
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						
<b>S1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	57.37
	Burning & Cutting Torch						
	Cement or Lime Dumper or Handler (sack or bulk)						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG	
<b>S1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37

- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

						L&M	LEG	
<b>S1203</b>	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						L&M	LEG	
<b>S1204</b>	Group IIIA	35.18	7.71	17.06	1.20	0.20	0.20	61.55

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
- Licensed Powderman
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*\*See note on last page if remote site

<b>S1205</b>	Group IV	19.57	7.71	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	45.94
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Final Building Cleanup  
Permanent Yard Worker

<b>S1206</b>	Group IIIB	38.72	5.00	17.06	1.20	<b>L&amp;M</b>	<b>LEG</b>	62.38
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Federally Licensed Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

**Millwrights**

<b>A1251</b>	Millwright (journeyman)	36.49	9.78	11.26	1.00	<b>L&amp;M</b>	0.05	58.98
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<b>A1252</b>	Millwright Welder	37.49	9.78	11.26	1.00	<b>L&amp;M</b>	0.05	59.98
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**Painters, Region I (North of N63 latitude)**

\*\*See note on last page if remote site

<b>N1301</b>	Group I, including:	32.07	7.83	11.10	1.08	<b>L&amp;M</b>	0.07	52.15
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Brush  
General Painter  
Hand Taping  
Hazardous Material Handler  
Lead-Based Paint Abatement  
Roll

<b>N1302</b>	Group II, including:	32.59	7.83	11.10	1.08	<b>L&amp;M</b>	0.07	52.67
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Bridge Painter  
Epoxy Applicator  
General Drywall Finisher  
Hand/Spray Texturing  
Industrial Coatings Specialist  
Machine/Automatic Taping  
Pot Tender  
Sandblasting  
Specialty Painter  
Spray  
Structural Steel Painter

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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**Painters, Region I (North of N63 latitude)**

\*\*See note on last page if remote site

						L&M	
<b>N1302</b>	Group II, including:	32.59	7.83	11.10	1.08	0.07	52.67
	Wallpaper/Vinyl Hanger						
<b>N1304</b>	Group IV, including:	37.88	7.83	11.86	1.05	0.05	58.67
	Glazier						
	Storefront/Automatic Door Mechanic						
<b>N1305</b>	Group V, including:	29.51	7.83	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

**Painters, Region II (South of N63 latitude)**

\*\*See note on last page if remote site

						L&M	
<b>S1301</b>	Group I, including :	30.31	7.83	10.85	1.08	0.07	50.14
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
<b>S1302</b>	Group II, including :	31.56	7.83	10.85	1.08	0.07	51.39
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
<b>S1303</b>	Group III, including :	31.66	7.83	10.85	1.08	0.07	51.49
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Painters, Region II (South of N63 latitude)**

\*\*See note on last page if remote site

<b>S1304</b>	Group IV, including:	37.88	7.83	11.11	1.08		<b>L&amp;M</b>	57.97
	Glazier							
	Storefront/Automatic Door Mechanic							

<b>S1305</b>	Group V, including:	29.51	7.83	5.02	0.83		<b>L&amp;M</b>	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

**Piledrivers**

\*\*See note on last page if remote site

<b>A1401</b>	Piledriver	38.09	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	62.43
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								

<b>A1402</b>	Piledriver-Welder/Toxic Worker	39.09	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	63.43
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<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	42.40	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	66.74
	Single Atmosphere Suit, Bell or Submersible Pilot								

<b>A1404</b>	Diver (working) ***See note on last page	82.20	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	106.54
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<b>A1405</b>	Diver (standby) ***See note on last page	42.40	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	66.74
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<b>A1406</b>	Dive Tender ***See note on last page	41.40	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	65.74
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<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	43.65	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	67.99
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**Plumbers, Region I (North of N63 latitude)**

<b>N1501</b>	Journeyman Pipefitter	41.21	7.75	13.45	1.25		<b>L&amp;M</b>	<b>S&amp;L</b>	64.76
	Plumber								

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Plumbers, Region I (North of N63 latitude)**

<b>N1501</b>	Journeyman Pipefitter	41.21	7.75	13.45	1.25		<b>L&amp;M</b>	<b>S&amp;L</b>	64.76
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Welder

**Plumbers, Region II (South of N63 latitude)**

<b>S1501</b>	Journeyman Pipefitter	40.00	8.88	11.57	1.25		<b>L&amp;M</b>		61.90
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Plumber

Welder

**Plumbers, Region IIA (1st Judicial District)**

<b>X1501</b>	Journeyman Pipefitter	37.27	12.72	11.25	2.50		<b>L&amp;M</b>		63.98
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Plumber

Welder

**Power Equipment Operators**  
 \*\*See note on last page if remote site

<b>A1601</b>	Group I, including:	40.03	9.95	11.05	1.00		<b>L&amp;M</b>		62.13
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- Asphalt Roller: Breakdown, Intermediate, and Finish
- Back Filler
- Barrier Machine (Zipper)
- Beltcrete with Power Pack & similar conveyors
- Bending Machine
- Boat Coxswain
- Bulldozer
- Cableways, Highlines & Cablecars
- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
  - (a) Hydralifts or Transporters, (all track or truck type)
  - (b) Derricks
  - (c) Overhead
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Power Equipment Operators**

\*\*See note on last page if remote site

					<b>L&amp;M</b>	
<b>A1601</b> Group I, including:	40.03	9.95	11.05	1.00	0.10	62.13
Drag Scraper, Yarder, and similar types						
Drilling Machines, Core, Cable, Rotary and Exploration						
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine						
Helicopters						
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat						
Hydro Ax, Feller Buncher & similar						
Hydro Excavation (Vac-Truck and Similar)						
Licensed Line & Grade						
Loaders (2 1/2 yards through 5 yards, including all attachments):						
(a) Forklifts (with telescopic boom & swing attachment)						
(b) Front End & Overhead, (2-1/2 yards through 5 yards)						
(c) Loaders, (with forks or pipe clamp)						
(d) Loaders, (elevating belt type, Euclid & similar types)						
Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)						
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer						
Micro Tunneling Machine						
Mixers: Mobile type with hoist combination						
Motor Patrol Grader						
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield						
Operator on Dredges						
Piledriver Engineer, L.B. Foster, Puller or similar paving breaker						
Plant Operator (Asphalt & Concrete)						
Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)						
Remote Controlled Equipment						
Scraper (through 40 yards)						
Service Oiler/Service Engineer						
Shot Blast Machine						
Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)						
Sideboom (under 45 tons)						
Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)						
Sub Grader (Gurries, Reclaimer & similar types)						
Tack Tractor						
Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter						
Unlicensed Off-Road Hauler						
Wate Kote Machine						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Power Equipment Operators**

\*\*See note on last page if remote site

<b>A1602</b> Group IA, including:	41.79	9.95	11.05	1.00	0.10	<b>L&amp;M</b>	63.89
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- Camera/Tool/Video Operator (Slipline)
- Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
- Cranes (over 45 tons or 150 feet including jib & attachments)
  - (a) Clamshells & Draglines (over 3 yards)
  - (b) Tower Cranes
- Licensed Water/Waste Water Treatment Operator
- Loaders (over 5 yards)
- Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- Quad
- Scrapers (over 40 yards)
- Screed
- Shovels, Backhoes, Excavators with all attachments (over 3 yards)
- Sidebooms (over 45 tons)
- Slip Form Paver, C.M.I. & similar types

<b>A1603</b> Group II, including:	39.26	9.95	11.05	1.00	0.10	<b>L&amp;M</b>	61.36
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- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Grade Checker
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Licensed Grade Technician
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

<b>A1604</b> Group III, including:	38.54	9.95	11.05	1.00	0.10	<b>L&amp;M</b>	60.64
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power
- Bump Cutter

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Power Equipment Operators**

\*\*See note on last page if remote site

						L&M	
<b>A1604</b>	Group III, including:	38.54	9.95	11.05	1.00	0.10	60.64
	Compressor						
	Farm Tractor						
	Forklift, Industrial Type						
	Gin Truck or Winch Truck (with poles when used for hoisting)						
	Hoists, Air Tuggers, Elevators						
	Loaders:						
	(a) Elevating-Atthey, Barber Greene & similar types						
	(b) Forklifts or Lumber Carrier (on construction job sites)						
	(c) Forklifts, (with tower)						
	(d) Overhead & Front End, (under 2-1/2 yards)						
	Locomotives: Dinkey (air, steam, gas & electric) Speeders						
	Mechanics, Light Duty						
	Oil, Blower Distribution						
	Posthole Digger, Mechanical						
	Pot Fireman (power agitated)						
	Power Plant, Turbine Operator, (under 200 k.w.)						
	Pumps, Water						
	Roller (other than Asphalt)						
	Saws, Concrete						
	Skid Hustler						
	Skid Steer (with all attachments)						
	Stake Hopper						
	Straightening Machine						
	Tow Tractor						

						L&M	
<b>A1605</b>	Group IV, including:	32.33	9.95	11.05	1.00	0.10	54.43
	Crane Assistant Engineer/Rig Oiler						
	Drill Helper						
	Parts & Equipment Coordinator						
	Spotter						
	Steam Cleaner						
	Swamper (on trenching machines or shovel type equipment)						

**Roofers**

\*\*See note on last page if remote site

						L&M	
<b>A1701</b>	Rofer & Waterproofer	42.62	11.75	2.91	0.81	0.10	0.03 58.22
<b>A1702</b>	Rofer Material Handler	29.83	11.75	2.91	0.81	0.10	0.03 45.43

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Sheet Metal Workers, Region I (North of N63 latitude)**

						<b>L&amp;M</b>	
<b>N1801</b>	Sheet Metal Journeyman	45.93	9.50	10.64	1.32	0.25	67.64

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

**Sheet Metal Workers, Region II (South of N63 latitude)**

						<b>L&amp;M</b>	
<b>S1801</b>	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	0.33	63.52

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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**Sheet Metal Workers, Region II (South of N63 latitude)**

<b>S1801</b>	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	<b>L&amp;M</b> 0.33	63.52
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Skylight installation

**Sprinkler Fitters**

<b>A1901</b>	Sprinkler Fitter	43.75	8.77	13.35	0.45	<b>L&amp;M</b> 0.25	66.57
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**Surveyors**

\*\*See note on last page if remote site

<b>A2001</b>	Chief of Parties	42.51	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	63.88
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<b>A2002</b>	Party Chief	40.92	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	62.29
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<b>A2003</b>	Line & Grade Technician/Office Technician	40.32	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	61.69
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<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)	38.20	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	59.57
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<b>A2005</b>	Stake Hop/Grademan	35.27	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	56.64
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<b>A2006</b>	Chain Person (for crews with more than 2 people)	33.86	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	55.23
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**Truck Drivers**

\*\*See note on last page if remote site

<b>A2101</b>	Group I, including:	39.29	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	60.66
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Truck Drivers**

\*\*See note on last page if remote site

						L&M	
<b>A2101</b>	Group I, including:	39.29	9.98	9.99	1.30	0.10	60.66

- Material Coordinator and Purchasing Agent
- Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
- Semi with Double Box Mixer
- Tireman, Heavy Duty/Fueler
- Water Wagon (250 Bbls and above)

						L&M	
<b>A2102</b>	Group 1A including:	40.56	9.98	9.99	1.30	0.10	61.93

- Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)
- Jeeps (driver under load)

						L&M	
<b>A2103</b>	Group II, including:	38.03	9.98	9.99	1.30	0.10	59.40

- All Deltas, Commanders, Rollagons, & similar equipment
- Boom Truck/Knuckle Truck (over 5 tons)
- Construction and Material Safety Technician
- Dump Trucks (including rockbuggy & trucks with pups) over 20 yards up to & including 40 yards
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)
- Lowboys (including attached trailers & jeeps up to & including 8 axles)
- Mechanics
- Partsman
- Ready-mix (over 7 yards up to & including 12 yards)
- Stringing Truck
- Super Vac Truck/Cacasco Truck/Heat Stress Truck
- Turn-O-Wagon or DW-10 (not self loading)

						L&M	
<b>A2104</b>	Group III, including:	37.21	9.98	9.99	1.30	0.10	58.58

- Batch Trucks (8 yards & up)
- Boom Truck/Knuckle Truck (up to & including 5 tons)
- Dump Trucks (including rockbuggy & trucks with pups) over 10 yards up to & including 20 yards
- Expeditor (electrical & pipefitting materials)
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)
- Greaser - Shop
- Oil Distributor Driver
- Thermal Plastic Layout Technician
- Traffic Control Technician

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Truck Drivers**

\*\*See note on last page if remote site

<b>A2104</b> Group III, including:	37.21	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	58.58
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Trucks/Jeeps (push or pull)

<b>A2105</b> Group IV, including:	36.63	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	58.00
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)
- Dumpster
- Expeditor (general)
- Fire Truck/Ambulance Driver
- Flat Beds, Dual Rear Axle
- Foam Distributor Truck Dual Axle
- Front End Loader with Fork
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)
- Loadmaster (air & water operations)
- Lumber Carrier
- Ready-mix, (up to & including 7 yards)
- Rigger (air/water/oilfield)
- Semi or Truck & Trailer
- Tireman, Light Duty
- Track Truck Equipment
- Vacuum Truck, Truck Vacuum Sweeper
- Warehouseperson
- Water Truck (Below 250 Bbls)
- Water Truck, Dual Axle
- Water Wagon, Semi

<b>A2106</b> Group V, including:	35.87	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	57.24
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- Batch Truck (up to & including 7 yards)
- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Truck Drivers**  
 \*\*See note on last page if remote site

						L&M	
<b>A2106</b>	Group V, including:	35.87	9.98	9.99	1.30	0.10	57.24
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

**Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG
<b>N2201</b>	Group I, including:	33.00	7.71	17.06	1.20	0.20	59.37
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
<b>N2202</b>	Group II, including:	34.10	7.71	17.06	1.20	0.20	60.47
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
<b>N2203</b>	Group III, including:	35.09	7.71	17.06	1.20	0.20	61.46
	Miner						
	Retimberman						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*\*See note on last page if remote site

					<b>L&amp;M</b>	<b>LEG</b>	
<b>N2204</b>	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	65.07
	Asphalt Raker, Asphalt Belly Dump Lay Down						
	Drill Doctor (in the field)						
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)						
	Licensed Powderman						
	Pioneer Drilling & Drilling Off Tugger (all type drills)						
	Pipelayer						
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)						

					<b>L&amp;M</b>	<b>LEG</b>	
<b>N2206</b>	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	66.25
	Federally Licensed Powderman (Responsible Person in Charge)						
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)						

**Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*\*See note on last page if remote site

					<b>L&amp;M</b>	<b>LEG</b>	
<b>S2201</b>	Group I, including:	33.00	7.71	17.06	1.20	0.20	59.37
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

					<b>L&amp;M</b>	<b>LEG</b>	
<b>S2202</b>	Group II, including:	34.10	7.71	17.06	1.20	0.20	60.47
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

					<b>L&amp;M</b>	<b>LEG</b>	
<b>S2203</b>	Group III, including:	35.09	7.71	17.06	1.20	0.20	61.46
	Miner						
	Retimberman						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG	
<b>S2204</b>	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

						L&M	LEG	
<b>S2206</b>	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

**Tunnel Workers, Power Equipment Operators**  
 \*\*See note on last page if remote site

						L&M		
<b>A2207</b>	Group I	44.03	9.95	11.05	1.00	0.10		66.13
<b>A2208</b>	Group IA	45.97	9.95	11.05	1.00	0.10		68.07
<b>A2209</b>	Group II	43.19	9.95	11.05	1.00	0.10		65.29
<b>A2210</b>	Group III	42.39	9.95	11.05	1.00	0.10		64.49
<b>A2211</b>	Group IV	35.56	9.95	11.05	1.00	0.10		57.66

\* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

\*\* This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

\*\*\* Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Performance Bond

**KNOW ALL MEN BY THESE PRESENTS** that we (1) \_\_\_\_\_ a (2) hereinafter called "Principal" and (3) \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety", are held and firmly bound onto (4) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in 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 and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, a copy of which is hereto attached and made a part hereof for the construction of:

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NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings covenants, terms conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for 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 there under or the specifications accompanying the same shall in any way affect its obligation 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.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Performance Bond

**IN WITNESS WHEREOF**, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_ (5)

SEAL

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

By \_\_\_\_\_  
Attorney-in Fact

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of Bond must not be prior to date of Contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) If Contractor is Partnership, all partners should execute bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_ a (2) \_\_\_\_\_ and hereinafter called "Principal" and (3) \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called "Surety" are held and firmly bound on to (4) \_\_\_\_\_, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, as we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorization extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for 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 any way affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PAYMENT BOND

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 201\_.

**ATTEST:**

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Principal

By \_\_\_\_\_(5)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

**ATTEST:**

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Attorney-in Fact

\_\_\_\_\_  
Address

NOTE: Date of Bond must not be prior to date of Contract.

- (1) correct name of Contractor
- (2) a Corporation, a Partnership, or an Individual, as case may be
- (3) correct name of Surety
- (4) correct name of Owner
- (5) if Contractor is Partnership, all partners should execute bond

DIVISION 1

UAA [PROJECT NAME]

PROJECT NO. ##-####

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Project
- B. Owner Furnished Materials and Equipment
- C. Work under other contracts
- D. Assigned Contracts
- E. Work Restrictions - Contractor use of premises and Owner occupancy

1.02 RELATED SECTIONS

- A. General and Special Conditions
- B. Technical Specifications Section.

1.03 SUBMITTALS

- A. Prior to beginning work, provide a list of employees who will be working on the site.
- B. Provide a list of Emergency contacts for after hour issues.

1.04 DESCRIPTION OF PROJECT

- A. The Work includes the following items. The Contract Documents reflect the detailed scope of work.

1. General Work description: XXXXXXXXXXXXXXXXXXXX

- B. The Contract Documents were prepared for the Project by:

Name: XXXXXXXXXXXX.  
Address: XXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

- C. The Work will be constructed under a single lump sum prime contract.

- D. Contract Documents: The Contractor will be provided with one (1) set of conformed contract documents (if applicable) with the Notice to Proceed. The Contractor may, at his own expense, have additional sets reproduced from Owner's original.

1.05 OWNER SUPPLIED MATERIALS AND EQUIPMENT

- A. Owner furnished equipment includes the following: None.

1.06 WORK UNDER OTHER CONTRACTS: None.

1.07 ASSIGNED CONTRACTS: None.

1.08 WORK RESTRICTIONS – CONTRACTOR USE OF PREMISES AND OWNER OCCUPANCY

- A. BUILDING SECURITY: Provide for security of any area of the building turned over to the Contractor for his exclusive use. Security responsibility for areas that are partially or fully occupied by the Owner will remain with the Owner.
- B. Prior to beginning work, provide a list of employees who will be working on the site.
- C. Owner occupancy is described and shown on the matrix indicated on the Drawings.
- D. Limit construction activities which generate noise levels in excess of NC=50, as sensed in occupied areas of the facility. Coordinate with Project Manager on occupancy periods.
- E. The Owner will occupy portions of the facility during the entire period of construction for the conduct of his normal operations.
- F. Maintain IBC complying access through corridors, stairways, and building exits to Owner occupied areas at all times.
- G. While working in Owner occupied areas:
  - 1. Cover and protect from dust and debris, at the start of each work day, electronic office equipment such as personal computer terminals, FAXs, copiers, printers, postage meters, monitors, etc. and electronic or sensitive research equipment. Remove protection at the end of each work day.

2. Do not use furniture, such as countertops, desks, filing cabinets, bookshelves, and tables as work surfaces or as steps to access Work.
  3. At the end of each work day, move back to original location equipment and furniture moved to accommodate Work. Do not move electronic or sensitive equipment unless absolutely necessary to accomplish Work and only after obtaining approval from the Owner. Do not disconnect electronic equipment from data communications systems without Owner assistance.
  4. Clean work areas, including floors with a vacuum, and remove tools, equipment, and construction material from work areas at the end of each work day.
  5. Make existing systems fully operational for intended purpose during Owner occupied hours.
  6. Provide temporary lighting, equal to that provided by the existing lighting system, whenever neither the existing lighting system nor the new lighting system is available to provide lighting equal to that provided by the existing system.
  7. Provide temporary power, equal to that provided by the existing power system, when neither the existing power system nor the new power system is available to provide power equal to that provided by the existing power system.
  8. Smoking is not permitted in any University buildings. See Special Condition **SC-08**.
  9. The use of alcohol is not permitted on University Property except in residential units by the occupants and their guests and in compliance with all state and local laws.
- H. A sprinkler system serving a Work Area will not be considered to be complete until the fire alarm system supervision for that sprinkler system is also fully operational, tested and accepted.
- I. It is recognized that completed work areas or work areas not yet available for construction may have to be accessed to accomplish Work associated with Work Areas currently under construction. In addition to requirements for working in Owner occupied areas stated elsewhere:

1. Coordinate access with the various trades requiring access to minimize disruption of Owner activities.
  2. Schedule Work so that nearby offices and classrooms are not disrupted. Coordinate with the Owner.
  3. Give written notice one week in advance of beginning Work in specific areas. Include with notice a schedule of the Work requiring access.
  4. Replace ceiling tiles removed to access Work at the end of each work day.
- J. Materials Storage and Protection: An area will be assigned to the Contractor for materials stored in the closest possible proximity to the project site. Providing protection and security for the area is the responsibility of the Contractor.
1. Any materials stored outside of the buildings being worked on under this contract will be kept in the designated storage area.
  2. Materials will be stored in occupied buildings only in the locations as directed by the Owner.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES: General description of the scope of work for each of the alternates. The scope of work for each of the alternates is identified in Drawings and Specifications. These descriptions shall not be interpreted to conflict with the Drawings and Specifications.

**Alternate No. 1**

The work under Alternate No. 1 of this contract includes..... and all associated work. PM TO INSERT DESCRIPTION

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. Instructions To Bidders, Clause 12, Comparison and Evaluation of Bids
- B. Bid Form
- C. Technical Specifications
- D. Drawings

END OF SECTION

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## PART 1 GENERAL

### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract and Special Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related sections include the following:
  - 1. Division 1 Section "Product Requirements" for administration procedures for handling requests for substitutions made after Contract award.

### 1.3 MINOR CHANGES

- A. Architect will issue through the Owner's representative supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

### 1.4 PROPOSAL REQUESTS

- A. Contractor Initiated Proposals: If latent or unforeseen conditions require modification to the Contract, Contractor may propose changes by submitting a request for change to the Owner's Representative. In addition, Contractor may prepare a request for change due to the Contract resulting from a response to a Request for Information (RFI).
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributed to the change.

5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements on Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- B. Proposal Request Form: Use AIA Document G709 for Proposal Requests or an approved alternate form.
- C. Owner-Initiated Proposal Requests: Architect through Owner's Representative will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Proposed Requests issued by Owner are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  2. Within time specified in Proposal Request, but not less than 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributed to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

## 1.5 CHANGE ORDER PROCEDURES

- A. Upon Owner's approval of a Proposal Request, Owner's Representative may issue a Change Order for signature of Owner and Contractor.

## 1.6 CONSTRUCTION DIRECTIVE

- A. Owner-Initiated Construction Directive: Owner's Representative may issue a Construction Directive (CD). Construction Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
  
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Application for payment procedures.

1.02 RELATED SECTIONS

- A. General Conditions
- B. 01 33 00 - Submittal Procedures: Submittal requirements for the Schedule of Values.
- C. 01 78 00 - Closeout Submittals: Final application for payment.

1.03 APPLICATION FOR PAYMENT PROCEDURES

- A. Format of Periodic Estimate for Partial Payment: Use attached Periodic Estimate for Partial Payment form (included within the project manual) completed per instructions given during the pre-construction conference. An electronic version of the standard form may be prepared and used, subject to approval by the Owner.
  - 1. Coordinate preapproved quantities and percentages with the Owner **prior** to formal submittal of the pay request. Provide a **draft** copy of the application for payment for review as a basis for prior approval.
  - 2. Payment requests inconsistent with the preapproved quantities and percentages or that contain inaccuracies or errors, will be returned to the Contractor for correction and re-submittal.
- B. Submit the following items with two (2) signed copies of the application for payment, with each of the items signed by the Contractor:
  - 1. Project Schedule: arrow diagram (CPM) and tabulated schedules updated to show percentage completion of all work items in progress and current order of activities.
  - 2. Certify that Project Record Documents, including As-Builts and Submittals, are current.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Coordination Procedures
- B. Project Meetings
  - 1. Preconstruction Conference (by Owner)
  - 2. Site Mobilization Meeting (by Owner)
  - 3. Coordination Meetings (by Contractor)
  - 4. Pre-installation Meetings
  - 5. Monthly Progress Meetings (by Owner)
  - 6. Safety Meetings (see Section 01 41 00, Site Safety Requirements)
- C. Coordination of construction operations
- D. Key checkout procedures
- E. University Police Department Notifications: Alarm System Interruptions
- F. Utility Interruption Notifications
- G. Protection of Existing Facilities

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. General Conditions

1.03 PROJECT COORDINATION PROCEDURE:

- A. The Owner shall be the Administrative Authority on this project and will issue all orders to the Contractor. The Architect/Engineer is responsible to the Owner for periodic architectural observation of the project. The Architect/Engineer is not authorized to make any changes in the Contract amount nor time for completion of the project. The Architect/Engineer may issue field memorandum to the Contractor for deficiencies in the work and for providing additional instruction and interpretation of the technical specifications and drawings. Any reference to Architect, Engineer, Contract Administrator, or any other related title shall be construed to be the designated representative as appointed by the Owner.

In pursuance of this contract, address all correspondence to the Owner's representatives in the following manner:

University of Alaska  
Facilities Planning and Construction  
Attn: Director  
Project Name and Number  
3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99508-4669  
Telephone: (907) 786-4900  
Fax: (907) 786-4901  
E-mail: uaa\_fpc@uaa.alaska.edu

B. The Architect/Engineer for this project is

(A&E Firm Name)  
XXXXXXXXXXXXXXXXXXXXX  
Anchorage, Alaska 99501  
Phone: (907) 000-0000  
Fax: (907) 000-0000

C. Superintendence and Employees: In addition to General Condition, before starting work, the Contractor shall designate a competent authorized representative to represent and act for the Contractor, and shall inform the University in writing of the name and address of such representative, together with a clear definition of the scope of his authority to represent and act for the Contractor, and shall specify any and all limitations of such authority. Such representative shall be present or duly represented at the site of work at all times when work is actually in progress and, during periods when work is suspended, arrangements acceptable to the University shall be made for emergency work that may be required. The Contractor's authorized representative shall be supported by competent assistants, as necessary; and the authorized representative and his assistants shall be satisfactory to the University. All requirements, instructions and other Communications given to the authorized representative by the University shall be as binding if given to the Contractor.

None of the Contractor's superintendents, supervisors, or engineers shall be withdrawn from the work without due notice being given to the University; and no such withdrawal shall be made if it will jeopardize successful completion of the work.

The Contractor shall employ only competent and skilled men to perform any work. The Contractor shall be responsible for maintaining the orderly and faithful conduct of its employees.

The University may, in writing, require the Contractor to remove from the work any employee whom the University deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the work is deemed by the University to be contrary to the University's interest.

The Contractor shall use local material, equipment, Subcontractors, and workmen to the extent that they are reasonably available when, to do so, will not result in additional expense to the Contractor.

#### 1.04 PRECONSTRUCTION CONFERENCE

- A. The Owner will schedule a preconstruction conference before construction starts, at a time convenient to the Owner and the Contractor, but no later than fifteen (15) days after execution of the Agreement. The conference will be held at the Project Site or another convenient location. The meeting will be conducted to review responsibilities and personnel assignments. The Owner will issue meeting minutes.
- B. Attendees: Authorized representatives of the Owner, Architect, and their sub-consultants; the Contractor and its Project Superintendent; major subcontractors; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project.
- C. Agenda: The Owner will prepare the agenda which may include the following items; (the Contractor may submit additional agenda items):
  - 1. Designation of responsible personnel
  - 2. Distribution of Contract Documents
  - 3. Procedures for processing field decisions and Change Orders
  - 4. Tentative construction schedule
  - 5. Critical work sequencing
  - 6. Submittal of Shop Drawings, Product Data, and Samples
  - 7. Critical work sequencing
  - 8. Preparation of record documents
  - 9. Procedures for processing Applications for Payment
  - 10. Weekly Coordination Meetings (Contractor)
  - 11. Monthly Progress Meetings (Owner)
  - 12. Use of the premises
  - 13. Parking availability
  - 14. Office, work, and storage areas
  - 15. Equipment deliveries and priorities
  - 16. Safety procedures
  - 17. First aid
  - 18. Security

19. Sexual Harassment Sensitivity
20. Housekeeping
21. Working hours

- D. Meeting minutes: Owner, or the A/E under Owner direction, will document meeting; prepare and distribute meeting minutes within 48-hours of adjournment. Minutes will be typed, reflecting date, meeting number, list of attendees, and in a format to facilitate correction of previous meeting minutes. Distribution to be to all attendees and those affected by discussions or decisions made at meetings.

#### 1.05 SITE MOBILIZATION MEETING, by Owner

- A. Owner will schedule a meeting at the Project site prior to Contractor mobilization and occupancy.
- B. Attendees: Authorized representatives of the Owner, Architect, and their sub-consultants; the Contractor and its Project Superintendent, Quality Control Representative, and Safety person; major subcontractors; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project.
- C. Agenda: The Owner will prepare the agenda which may include the following items; (the Contractor may submit additional agenda items):
1. Use of the premises by Owner and Contractor
  2. Parking availability
  3. Temporary utilities provided by Owner
  4. Office, work, and storage areas
  5. Equipment deliveries and priorities
  6. Safety procedures
  7. First aid
  8. Security
  9. Sexual Harassment Sensitivity
  10. Housekeeping
  11. Working hours
  12. Procedures for testing
  13. Procedures for maintaining record documents
  14. Requirements for start-up and commissioning
  15. Inspection and acceptance of equipment put into service during construction period
- D. Meeting minutes: Owner, or the A/E under Owner direction, will document meeting; prepare and distribute meeting minutes with 48-hours of adjournment.

Minutes will be typed, reflecting date, meeting number, list of attendees, and in a format to facilitate correction of previous meeting minutes. Distribution to be to all attendees and those affected by discussions or decisions made at meetings.

#### 1.06 COORDINATION MEETINGS, by Contractor

- A. Schedule and administer coordination meetings throughout progress of the Work at one-week intervals.
- B. Location: Arrangements made by the Contractor at site mutually agreed upon by Contractor and Owner.
- C. Attendance: Project Superintendent, major Subcontractors and Suppliers; Project Manager and others as appropriate to agenda topics for each meeting.
- D. Agenda: Prepare agenda with copies for participants. Contractor shall notify the Owner's representative of any requested agenda items a minimum of 24 hours prior to meetings. Minimum Agenda to include the following:
  - 1. Review minutes of previous meetings
  - 2. Review of Work progress
  - 3. Field observations, problems and decisions
  - 4. Identification of problems which concern planned progress
  - 5. Status of progress schedule and adjustments thereto
  - 6. Planned progress during succeeding work period
  - 7. Coordination of projected progress
  - 8. Review of submittals schedule and status of submittals
  - 9. Pending changes and substitutions
  - 10. Review of off-site fabrication and delivery schedules
  - 11. Status of RFI's
  - 12. Maintenance of quality and work standards
  - 13. Furnish copies of Safety Meeting Reports
  - 14. Schedule and coordinate inspections
  - 15. Utility interruptions
  - 16. Other items affecting or relating to Work
- E. Meeting minutes: Contractor to document meeting; prepare meeting minutes and distribute within 24-hours of adjournment. Minutes will be typed, reflecting date, meeting number, list of attendees, and in a format to facilitate correction of previous meeting minutes. Distribution to be to all attendees and those affected by discussions or decisions made at meetings.

#### 1.07 PRE-INSTALLATION MEETINGS

- A. Conduct a pre-installation conference at the Project Site before each

construction activity that requires coordination with other construction. Definable features of work that require a Pre-Installation Meeting are listed in Section 01 40 00, Appendix A.

- B. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Owner of scheduled meeting dates.
  
- C. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
  - 1. Contract Documents
  - 2. Options
  - 3. Related Change Orders
  - 4. Purchases
  - 5. Deliveries
  - 6. Shop Drawings, Product Data, and quality-control samples
  - 7. Review of mockups
  - 8. Possible conflicts
  - 9. Compatibility problems
  - 10. Time schedules
  - 11. Weather limitations
  - 12. Manufacturer's recommendations
  - 13. Warranty requirements
  - 14. Compatibility of materials
  - 15. Acceptability of substrates
  - 16. Temporary facilities
  - 17. Space and access limitations
  - 18. Governing regulations
  - 19. Safety
  - 20. Inspecting and testing requirements
  - 21. Required performance results
  - 22. Recording requirements
  - 23. Protection
  
- D. Record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
  
- E. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

#### 1.08 MONTHLY PROGRESS MEETINGS, by Owner

- A. The Owner may conduct a Progress Meeting a minimum of once each month to, among other things, review progress and arrive at approaches or solutions to problems.
- B. Attendees: Project Superintendent and other key Contractor personnel, and major Subcontractors and Suppliers; Project Manager and others as appropriate to agenda topics for each meeting.
- C. Agenda: Owner to prepare agenda with copies for participants. Owner's representative will notify the Contractor of any requested agenda items a minimum of 24 hours prior to meetings. Minimum Agenda may include the following:
  - 1. Review minutes of previous meetings
  - 2. Review of Project Schedule, as submitted by Contractor
  - 3. Review of Periodic Estimate for Partial Payment
  - 4. Review Quality Control plan
  - 5. Review Safety Plan implementation
  - 6. Identify Owner-requested changes in scope of work
  - 7. Review Record Drawings
- D. Meeting minutes: Owner, or the A/E under Owner direction, will document minutes; prepare and distribute meeting minutes with 48-hours of adjournment. Minutes will be typed, reflecting date, meeting number, list of attendees, and in a format to facilitate correction of previous meeting minutes. Distribution to be to all attendees and those affected by discussions or decisions made at meetings.

#### 1.09 SAFETY MEETINGS

- A. The Contractor shall conduct a Safety Meeting at least once a month for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and establish safe working procedures for anticipated hazards. An outline report of each meeting shall be submitted to the Owner.
- B. The Contractor shall ensure that a weekly Safety Meeting is conducted by field supervisors, safety and health representative, or foremen for all workers. Maintain and provide copies to the Owner of an outline report of meeting giving date, time, attendance, subjects discussed and who conducted it.

#### 1.10 COORDINATION OF CONSTRUCTION OPERATIONS

- A. Identification of Contractor key personnel: Within two weeks of the Contract award, submit names of key Contractor and Subcontractor personnel. Key personnel are considered to include the Contractor's Project Manager; Project Superintendent; on-site Quality Control Representative; and Safety and Health person. Provide the following information:
  - 1. Name and title
  - 2. Duties and responsibilities
  - 3. Resume describing experience and qualifications
  - 4. Personal and professional references
  - 5. Business address
  - 6. Phone numbers - day, cellular, fax and after hours' numbers
- B. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work.
- C. Coordinate construction operations included in the Contract Documents to assure efficient and orderly installation of each part of the work. Coordinate the work of all the trades and subcontractors, including assigned subcontractors.
- D. Where necessary, provide memoranda for coordination of Owner supplied materials and equipment or Work performed by the Owner.

#### 1.11 KEY CHECKOUT PROCEDURES

- A. Obtain key authorizations from the Owner's representative.
- B. Pick up keys from the Owner's representative.
- C. Turn in keys prior to Contract Closeout. Contractor will be assessed a fee of \$500.00 for each lost key.

#### 1.12 POLICE DEPARTMENT NOTIFICATION:

Notify the Owner's Representative a minimum of two (2) days prior to de-activating any fire detection or alarm system or any service to any building. The Owner's Representative will notify the Police Department. The Owner's Representative must also be notified when an alarm or detection system is reactivated. False alarms caused by the Contractor when proper notification has not been provided will result in a fine of no less than \$250. If fire engines and personnel are dispatched, the fine will be determined by the Anchorage Fire Department based on actual costs incurred.

#### 1.13 UTILITY INTERRUPTION NOTIFICATIONS

- A. At least two weeks prior to the first outage, submit a schedule of all utility outages. Include proposed water, heat, gas, communications/data and electrical outages. The Contractor will not be bound by the entire schedule as originally submitted, but he will be expected to modify the schedule as required and, to the best of his ability, adhere to an accurate schedule as adjusted on a week-to-week basis.
- B. The University reserves the right to determine the schedule of all utility outages. In general, outages will not be scheduled during normal business hours in academic, research, or administrative facilities, nor during peak load periods in housing facilities.
- C. Specific written requests for utility system outages will be given as follows:
  - 1. Communications/Data links - 4 full working days
  - 2. Electrical and all other systems - 2 full working days.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 PROTECTION OF EXISTING FACILITIES

The Contractor shall include in its bid the cost to provide, and shall provide, the locating and protecting of the existing facilities of the Owner or any other public facilities whether or not such facilities be on the site of the work or in the public right-of-way.

- A. The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any lines or branches of trees broken during such operations or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by the Contracting Officer.
- B. The Contractor shall be responsible for protection of the foundations from frost and subsequent heaving of foundations. The Contractor shall provide grading, drainage, compaction and interior heat as may be required to protect foundations from frost heave and freezing damage.
- C. The Contractor shall provide such temporary enclosures of the work and such space heating as may be required to protect work from damage due to freezing temperatures, snow, rain, and to allow orderly coordinated progress of all work.

- D. The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damages promptly, the Contracting Officer may have the necessary work performed and charge the cost thereof to the Contractor.
  
- E. The Contractor shall coordinate the relocation of existing Public Utilities and associated infrastructure with the Municipality, Borough or Local Agencies.

END OF SECTION

## PART 1 GENERAL

### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 1 Specifications, apply to this Section.

### 1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Preliminary Contractor Schedules
2. Contractors Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

- B. Related Sections include the following:

1. Division 1 Section 01 29 00 "Payment Procedures" for submitting the Schedule of Values.
2. Division 1 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 1 Section 01 33 00 "Submittal Procedures" for submitting schedules and reports,
4. Division 1 Section 01 40 00 "Quality Control" for submitting a schedule of tests and inspections.

### 1.03 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 2. Total float is the measure of leeway in starting or completing an activity without element affecting the planned Project completion date.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

#### 1.04 SUBMITTALS

- A. Submittal Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
- B. Preliminary Construction Schedule: Submit three opaque copies.
  - 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loading activities.
- C. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- D. Daily Construction Reports: Submit electronic copies at weekly intervals.
- E. Material Location Report: Submit electronic copies at monthly intervals.
- F. Field Conditions Report: Submit electronic copies at time of discovery of differing conditions.

- G. Special Reports: Submit electronic copies at time of unusual event.

#### 1.05 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, lists of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 PRODUCTS

#### 2.01 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontractors, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit within 15 days of the Notice to Proceed. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufactured or fabricated.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

#### 2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 15 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Startup and Testing Time: Include not less than 30 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architects and Owner's Representative administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  3. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earlier possible delivery date.
  4. Work Restrictions: Show the effect of the following items on the schedule.
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.

5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Submittals.
  - b. Mockups.
  - c. Fabrication.
  - d. Sample testing.
  - e. Tests and inspections.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
  
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notices to Proceed, Substantial Completion, and Final Completion, and the following interim milestones:
  1. Phasing Milestones.
  2. Building enclosure (Dried-In)
  
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
  1. Refer to Divisions 1 Section "Payment Procedures: for cost reporting and payment procedures.
  2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
  3. Each activity cost shall reflect an accurate value subject to approval by Architect.
  4. Total costs assigned to activities shall equal the total Contract Sum.
  
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

## 2.03 PRELIMINARY CONSTRUCTION SCHEDULES

- A. 60 Day Preliminary Schedule: Prior to any work conducted on-site a preliminary work schedule for the first 60 days of the planned activities, covering the initial

work on-site. Schedule shall include mobilization, submittals, and all related start-up activities.

- B. Two (2) Week Look-Ahead Schedule: Contractor shall prepare a two (2) week look ahead schedule for coordination of work and review by the Owner's Representative. Submit this schedule in conjunction with the bi-weekly progress meeting, and continue this submittal throughout the duration of construction. Submit in Bar-Chart format.

#### 2.04 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of the Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of schedule.
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time. Include lists of nonworking days and holidays incorporated into the schedule.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities.
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Delivery.
    - d. Fabrication.
    - e. Utility interruptions.
    - f. Installation.

- g. Work by Owner that may affect or be affected by Contractor's activities.
      - h. Testing and commissioning.
    - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
    - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
    - 4. Format: Mark the critical path. Locate the critical near center of network; locate paths with most float near the edges.
      - a. Sub-networks on separate sheets are permissible for activities clearly off the critical path.
- D. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Principal events of activity.
  - 4. Immediate preceding and succeeding activities.
  - 5. Early and late start dates.
  - 6. Early and late finish dates.
  - 7. Activity duration in workdays.
  - 8. Total float or slack time.
  - 9. Average size of workforce.
- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  - 1. Identification of activities that have changed.
  - 2. Changes in early and late start dates.
  - 3. Changes in early and late finish dates.
  - 4. Changes in activity durations in workdays.
  - 5. Changes in the critical path.
  - 6. Changes in total float or slack time.
  - 7. Changes in the Contract Time.

## 2.05 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperature and general weather conditions.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (refer to special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Emergency procedures.
  12. Orders and requests of authorities having jurisdiction.
  13. Change Orders received and implemented.
  14. Construction Change Directives received and implemented.
  15. Services connected and disconnected.
  16. Equipment or system tests and startups.
  17. Partial Completions and occupancies.
  18. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reports plus items recently delivered. Include with list a statement of progress on the delivery dates form materials or items of equipment fabricated or stored away from Project site.
- C. Field Conditions Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation.

### PART 3 EXECUTION

#### 3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress of activities. Issue schedule before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentages for each activity.

- B. Distribution: Distribute copies of approved schedule to Architects, and Owner's Representative, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations.

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General submittal requirements
- B. Administrative Submittals
  - 1. Project Schedule
  - 2. Schedule of Values
  - 3. Submittal Schedule and Shop Drawing Record
  - 4. Contractor key personnel with afterhours contact numbers
  - 5. Certified payrolls
  - 6. Meeting minutes
  - 7. Safety Plan and Reports
- C. Certifications
- D. Shop Drawings, Product Data and Samples

1.02 RELATED SECTIONS

- A. General Conditions
- B. Section 01 29 00 - Payment Procedures
- C. Section 01 60 00 - Product Requirements and Substitutions
- D. Section 01 78 00 - Closeout Submittals

1.03 GENERAL SUBMITTAL REQUIREMENTS

- A. Review submittals for completeness and accuracy prior to submittal.
- B. Submit a minimum of six identical submittals for review and acceptance by the Owner unless otherwise noted. Five copies will be retained by the Owner; three copies will be returned to the Contractor with comments or approval.
- C. Submittals will be reviewed by the Owner and will be marked with one of the following:
  - 1. No Exceptions Taken: Submittal conforms with information given in the Contract Documents.
  - 2. Exceptions as noted: Submittal with the additional notations and corrections conforms with information given in the Contract Documents.

3. Revise and Resubmit: Submittal is incomplete or does not conform with information given in the Contract Documents. Resubmit in accordance with notations and corrections.
4. Rejected: Submittal is not in accordance with Contract Documents. Resubmit.
5. Information Only: Owner review of the submittal is not required. Owner will return submittal without review.

1.04 ADMINISTRATIVE SUBMITTALS: Submittal summary sheets are not required for administrative submittals.

- A. Schedule: Submit one pdf copy.
- B. Schedule of Values (Bid Breakdown): Coordinate items with the Project Schedule. Coordinate subcontracted work, assigned contracts and allowances. Submit one pdf copy.
- C. Submittal Schedule: Review the "Submittal Schedule and Shop Drawings Record" provided in this section for completeness against the original bid documents, add/delete submittal requirements required by addenda, and enter required submittal data. Submit one pdf copy.
  1. Method for numeral identification for tracking and filing submittals shall be as follows:
    - a. Submittal numbers shall coordinate with specification sections.
    - b. Each submittal shall have a submittal number, i.e. "02830-1".
    - c. If submittal numbers are added to the schedule, use the next submittal number in the appropriate section.
    - d. Re-submittals shall be numbered as "02830-1A".
  2. Substitutions SHALL be indicated as such in the "Remarks" column.
- D. Contractor key personnel: Submit one copy of names and other information, for key personnel within thirty (30) days of Notice-of-award.
- E. Contact Persons: Submit a list of emergency contact persons for the Contractor and Subcontractors, with normal-hours and after-hours phone numbers.
- F. Certified payrolls: Submit one copy of the certified payrolls to Alaska Department of Labor.
- G. Meeting minutes: Submit one copy of meeting minutes for meetings where the Contractor is identified as being responsible for that task. Submit meeting minutes to the Owner within 24-hours of the meeting.

- H. Submit one copy of the Project Superintendent name and experience record.

#### 1.05 TEST REPORTS AND CERTIFICATIONS:

Submit one copy of test reports and certifications in accordance with this section and the individual technical section. Test reports and certifications will not be returned to the Contractor.

#### 1.06 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submittals are required for all materials of construction and all equipment specified and/or indicated on the drawings. Additionally, any item that is incorporated in the project work, whether or not listed on the submittal schedule, shall be submitted for review and approval when so requested by the Owner. A list of minimum submittals required is provided in each section and summarized in the "Submittal Schedule and Shop Drawing Record". These lists are not necessarily complete or all-inclusive and the Contractor is responsible for reviewing and correcting the Submittal Schedule and Shop Drawing Record and for complete submittals. Include materials and equipment indicated on the drawings but not listed in the specifications in the submittal volume of the most closely related division.
- B. Coordinate submittals with requirements of work and of contract documents in such sequence to avoid delay in the work or work of other contracts. Submittals which, in the opinion of the Owner, require examination with reference to other submittals not yet delivered may, at the Owner's discretion, not be examined until the undelivered submittals are received.
- C. Review submittal prior to transmission; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance and completeness of submittal with requirements of contract documents.
- D. The Contractor shall certify on the submittal that the information is complete and accurate and the proposed component service conforms to the contract. Failure to review and certify the submittal may be cause for the Owner to return the submittal without review.
- E. The Contractor shall maintain at the work site one (1) reviewed and corrected copy of each submittal arranged in accordance with the specification format. Failure to maintain current reviewed and corrected submittals may be cause for Owner to not accept partial pay requests.

- F. Do not fabricate products or begin work which requires submittals until the return of the submittal with the Owner's acceptance.

### 1.07 BINDING/ORGANIZATION

- A. All electrical and mechanical submittals shall be bound in 3-ring slant "D" presentation ring binders, maximum 11-5/8" high and 11-1/4" deep. The spine, front and back shall be heavy virgin vinyl sealed over heavy board. The binders shall be provided with clear, full size pockets on the spine and front cover. The thickness of the contents shall not exceed 75% of the binder manufacturer's stated capacity.
- B. All binders shall be blue in color and clearly and permanently labeled on the spine with:

Project Name  
Project No.: \_\_\_\_\_  
Submittal, Volume \_\_\_ of \_\_\_  
Division No(s): \_\_\_\_\_  
Building Name: \_\_\_\_\_  
Building No.: \_\_\_\_\_

All binders shall be clearly and permanently labeled on the front cover with the following:

Project Name  
Project No.: \_\_\_\_\_  
Contractor: (Name, address, phone number)  
Consultant:  
Submittal, Volume \_\_\_ of \_\_\_  
Discipline: \_\_\_\_\_  
Specification Division(s): \_\_\_\_\_  
Date: \_\_\_\_\_  
Building Name: \_\_\_\_\_  
Building No.: \_\_\_\_\_

- C. All pages shall be 8 1/2" x 11" or 11" x 17" folded to 8 1/2" x 11" in such a way as to permit unfolding without removal from the binder.
- D. The Electrical and Mechanical submittals shall be organized into the following five categories as a minimum:
  - 1. Division 15
  - 2. Division 16
  - 3. Direct Digital Controls (DDC)

4. Fire Alarm
  5. Sprinkler System
- E. When separate volumes are required, the Contractor shall not separate a division into different volumes. (Exception: If a single Division binder would exceed 3 inches in width, it shall be further divided into multiple volumes.)
  - F. Simultaneous submittal of all volumes is not required. Unless otherwise indicated, further division of the submittal into separate volumes is not permitted.
  - G. Each volume shall contain the "Submittal Schedule & Shop Drawing Record" as an Index.
  - H. Each volume shall be sequentially tabbed consistent with the Index, identified on both sides of the plastic index tabs on heavy stock divider sheets.
  - I. Precede each item with a Submittal Summary Sheet (form provided by Owner). Each Submittal Summary Sheet shall be signed and dated by the Contractor to indicate review and compliance with specifications.

#### 1.08 PRODUCT DATA

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to specification section and paragraph number. Show reference standards, performance characteristics, and capacities; and required clearances.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- C. Material submitted shall indicate the specific item(s) proposed for this project.
- D. Marking of items shall be by means of a black arrow. Highlighting is not acceptable.

#### 1.09 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Label each drawing with Owner project name and project number. Identify each element of drawings by reference to sheet number and detail, schedule, or specification number of contract documents.

- B. Shop drawings are required for any product which is not a standard commercial catalog product and which must be fabricated for or by the Contractor.
- C. Shop drawings shall be clear, precise and with sufficient detail that the product can be fairly evaluated by the engineer.
- D. The Contractor is responsible for the field fit and compatibility of the fabricated product. Identify field dimensions, show relationship to adjacent or critical features of work or products.
- E. Furnish physical and performance data, including materials, manufacturers' name, model numbers, weights, sizes, capacities, finishes, colors, accessories and other data required to completely describe equipment and to indicate compliance with specifications and drawings.
- F. Shop drawings shall include installation instructions.
- G. Shop drawings shall be submitted for all major deviations from design. Major deviations shall be determined by the Owner.
- H. Shop drawings shall be provided on transparencies, minimum 4 mil thickness. Drawing size shall be 8 1/2" x 11", 11" x 17", or 22" x 34".

#### 1.10 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns for selection by Owner. Do NOT submit samples that are not available. All samples become Owner's property; wiring and piping diagrams and controls; component parts; finishes; dimensions.
- B. Submit samples to illustrate functional characteristics of the product with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.

#### 1.11 RESUBMITTALS

- A. Submit a minimum of six identical copies of the re-submittal for review and acceptance by the Owner. Three copies of each re-submittal will be retained by the Owner; three will be returned to the Contractor with comments or approval.
- B. Re-submittal to consist of three fully collated volumes plus five complete "inserts" to update the five volumes retained by Owner. Inserts to consist of complete submittal tab section, including an updated "Submittal Summary

Sheet". All revisions for any one volume shall be resubmitted complete and at one time.

- C. Update the "Submittal Schedule & Shop Drawings Record" (Index) with each re-submittal. Include a complete summary of all changes and additions made to the equipment review submittal since the previous submittal. Only those items included in the summary will be reviewed with the resubmitted package.
- D. Each re-submittal of each volume shall be complete and shall contain all previously submitted material except that being replaced by new or revised material which shall be removed. (Partial or improperly indexed or tabbed re-submittals shall be rejected without review or comment.)

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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Information

Division 1, Section 01400 specifications provide for Quality Control by the Contractor on construction projects.

This Section is edited and furnished by Facilities Planning and Construction and inserted into the construction bid documents. The Consultant is required to conform his "quality control" paragraphs where they appear in the technical specifications to Section 01400.

There are **three** different 01400 draft specifications available; in general, to be used as outlined below:

<b>Value of project</b>	<b>File Identifier</b>
\$25,000 to \$500,000	01400a
\$500,001 to \$5,000,000	01400b
\$5,000,001 and up	01400c

NOTE to Manager: Identify definable features of work that require the three phases of control, and list in Appendix A at the end of the section.

**\*\*\*THIS PAGE REMOVED BEFORE PACKAGE IS FINISHED\*\*\***

## PART 1 GENERAL

### 1.01 INTRODUCTION

- A. The Contractor shall manage his operations in such a manner as to control the quality of all the work being performed to meet his obligation under the terms of this contract. He shall submit his Quality Control Plan for the system he proposes to use to effect this control within ten (10) days after the Notice of Award of the contract is received. Failure to have an accepted Quality Control Plan in place may be cause for the Owner to not accept the first Periodic Estimate for Partial Payment for execution. No construction is to be started until the plan has been accepted, unless specific written authority is granted by the Owner's Representative. Acceptance is conditional and will be predicated on satisfactory performance during construction.
- B. Quality Control Coordination Meeting: Before start of work on the project, the Contractor shall meet with the Owner's Representative(s) and discuss the Contractor's Quality Control System. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor quality control operations, control activities, testing, administration of the system for both on-site and off-site work, and the Owner's Quality Assurance Program. Minutes of the meeting shall be prepared by the Contractor within three working days. The minutes shall become a part of the contract file. There may also be occasion when subsequent conferences will be called to reconfirm mutual understandings.

### 1.02 QUALITY CONTROL (QC) PLAN

- A. The QC Plan shall include as a minimum the following:
  - 1. Description of the quality control organization, including lines of authority, responsibilities and coordinating procedures, of on-site/off-site quality control personnel, including those QC personnel not under direct control of the Contractor.
  - 2. List of personnel designated by the Contractor to accomplish the quality control functions required by the contract. The Contractor shall designate a specific on-site Quality Control Representative, and submit his qualifications with the QC Plan along with a copy of the letter of delegation that defines delegated duties, authority and responsibilities.
  - 3. Contractor's operational plan for accomplishing and reviewing work controls, fabrication controls, certifications, and documentation of quality control operations, inspections, and test records, including those for subcontractors.
  - 4. An appendix with a copy of each checklist, form, report format, and similar record to be used in the implementation of the QC Plan.

5. Nondestructive testing requirements.
6. Identification of independent certifying and testing laboratories.

### 1.03 QUALITY CONTROL SYSTEM

- A. Contractor's Quality Control System shall provide documentation ensuring that quality provisions of contract schedule, specifications, and drawings have been performed.
- B. Contractor shall designate an individual within the on-site organization as the Quality Control Representative.
- C. Control: Quality Control is the means by which the Contractor assures itself that its work complies with the requirements of the contract plans and specifications. Quality Control shall include at least one phase of control for all definable features of work. Definable features of the work for the project are attached as Appendix "A" to this Section.

<p>NOTE to Manager: prepare Appendix "A" to assure that you get this level of QC on specific elements of work.</p>
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- D. Preparatory Phase: The Contractor shall be required to convene a preparatory phase meeting three (3) days prior to beginning any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested; a check to assure that provisions have been made to provide required testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials, equipment, and sample work to assure that they conform to submittal data and that all materials and/or equipment are on hand. The Owner's Representative or designee shall be notified at least 24-hours in advance of beginning any of the required action of the preparatory phase. The results of the preparatory phase actions shall be documented by separate record prepared by the Contractor's Quality Control Representative and forwarded to the Owner's Representative.

### 1.04 QUALITY CONTROL RECORDS

- A. Contractor shall maintain a complete file of Quality Control records, and provide records to the Owner of each inspection and test performed throughout the life of the contract. Records shall include, but not be limited to, checklists, completed forms and reports and other factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved, identification of operators and inspectors, result of inspections or tests, nature of defects, causes for rejection, proposed remedial

action, and corrective actions taken. Quality Control records shall be available for examination by the Owner's Representative or his designee. Periodic Estimates for Partial Payment may be withheld if the Owner determines that the Contractor has failed to maintain Quality Control records as required.

- B. Contractor shall ensure each record is identified and traceable to specific requirements in the specifications and drawings.

#### 1.05 SPECIAL INSPECTIONS

- A. Owner shall be responsible for all Special Inspections required by the Uniform Building Code. Contractor may utilize an independent Special Inspector at no additional cost to the contract.

#### 1.06 QUALITY ASSURANCE

- A. This program is the Owner's responsibility. Generally, the Owner will oversee the accepted Quality Control Plan to assure that it is being followed and properly implemented. Defects in the QC program shall be rectified immediately.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

END OF SECTION

## PART 1 GENERAL

### 1.01 INTRODUCTION

- A. The Contractor shall manage his operations in such a manner as to control the quality of all the work being performed to meet his obligation under the terms of this contract. He shall submit his Quality Control Plan for the system he proposes to use to effect this control within fifteen (15) days after the Notice of Award of the contract is received. Failure to have an accepted Quality Control Plan in place may be cause for the Owner to not accept the first Periodic Estimate for Partial Payment for execution. The plan shall include the personnel, facilities, methods and procedures he proposes to use, and a reporting system to document all inspections and tests. The findings of these inspections and tests and any actions resulting from them shall be included in the reports. No construction is to be started until the plan has been accepted, unless specific written authority is granted by the Owner's Representative. Acceptance is conditional and will be predicated on satisfactory performance during construction.

Any changes to the accepted plan, personnel, or procedures, desired by the Contractor, require the prior acceptance of the Owner's Representative. Change requests and acceptance must be in writing.

- B. Quality Control Coordination Meeting: Before start of work on the project, the Contractor shall meet with the Owner's Representative and discuss the Contractor's Quality Control System. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor quality control operations, control activities, testing, administration of the system for both on-site and off-site work, and the Owner's Quality Assurance Program. Minutes of the meeting shall be prepared by the Contractor within three working days and signed by both the Contractor and the Owner's Representative. The minutes shall become a part of the contract file. There may also be occasion when subsequent conferences will be called to reconfirm mutual understandings.

### 1.02 QUALITY CONTROL (QC) PLAN

- A. The QC Plan shall include as a minimum the following:
1. Description of the quality control organization, including lines of authority, responsibilities and coordinating procedures, of on-site/off-site quality control personnel, including those QC personnel not under direct control of the Contractor.
  2. List of personnel designated by the Contractor to accomplish the quality control functions required by the contract. The Contractor shall

designate a specific on-site Quality Control Representative, and submit his qualifications with the QC Plan along with a copy of the letter of delegation that defines delegated duties, authority and responsibilities.

3. Contractor's operational plan for accomplishing and reviewing work controls, fabrication controls, certifications, and documentation of quality control operations, inspections, and test records, including those for subcontractors.

These provisions shall include the methods to be used during the procurement cycle (order to delivery) for those materials or equipment that require source inspections, shop fabrications, or similar operations located separately from the work site.

4. Written statement of Quality Control Records describing procedures that will be implemented to achieve quality on the project. The QC Plan shall include an appendix with a copy of each checklist, form, report format, or similar record to be used in the implementation of the QC Plan.
5. Contractor's organization that handles construction contract activities.
6. Description of on-site personnel training.
7. Certification(s) of personnel, procedures, processes, and equipment.
8. Nondestructive testing requirements.
9. Identification of independent certifying and testing laboratories.

### 1.03 QUALITY CONTROL SYSTEM

- A. Contractor shall provide a Quality Control System encompassing: selection of construction materials and sources; suppliers; subcontractor's; on-site and off-site fabrication of contractor furnished assemblies; on-site and off-site assembly; erection; work procedures; workmanship; inspection; and testing.
- B. Contractor's Quality Control System shall provide documentation ensuring that quality provisions of contract schedule, specifications, and drawings have been performed.
- C. Contractor shall designate an individual within the on-site organization as the Quality Control Representative and the on-site manager of the Quality Control System.
- D. Control: Quality Control is the means by which the Contractor assures itself that its work complies with the requirements of the contract plans and specifications. Quality Control shall include at least three phases of control for all definable features of work. Definable features of the work for the project are attached as Appendix "A" to this Section.

NOTE to Manager: identify definable features of work that require the three phases of control, and list in Appendix A at the end of this section.

1. Preparatory Phase: The Contractor shall be required to convene a preparatory phase meeting three (3) days prior to beginning any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested; a check to assure that provisions have been made to provide required controls testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials, equipment, and sample work to assure that they conform to submittal data and that all materials and/or equipment are on hand. The Owner's Representative, or designee, shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. The results of the preparatory phase actions shall be documented by separate minutes prepared by the Contractor's Quality Control Representative and forwarded to the Owner's Representative. Subsequent to the preparatory phase and prior to commencement of work, the Contractor shall instruct applicable workers as to the acceptable level of workmanship required in its Contractor Quality Control Plan in order to meet contract specifications.
2. Initial Phase: This phase starts as soon as a representative portion of the particular feature of work has been accomplished. This phase shall include a check of preliminary work, verify full compliance, establish level of workmanship, and resolve all difference. The Owner's Representative or designee shall be notified at least 24-hours in advance of beginning the initial phase of work. Separate records of this phase shall be prepared by the Quality Control Representative and furnished to the Owner's Representative.
3. Follow-up Phase: Frequent checks shall be performed to assure continuing compliance with contract requirements until completion of the particular feature of work. The checks shall be made a matter of record in the Quality Control documentation. Final follow-up inspections shall be conducted and all deficiencies corrected and documented.

#### 1.04 QUALITY CONTROL RECORDS

- A. Quality Control records shall be maintained at a central on-site location. Records shall include all quality control data; factory tests or manufacturer's certifications, quality control coordinating actions; records of quality control training/certifications, as well as routine hydrostatic, fire alarm, electrical continuity, grounding, welding, line cleaning, and similar tests. Quality Control records shall be available for examination by the Owner's Representative or designee. Periodic Estimates for Partial Payment may be withheld if the Owner determines that the Contractor has failed to maintain Quality Control records as required.

- B. Contractor shall provide on-site records of each inspection and test performed throughout the life of the contract. Records shall include, but not be limited to, completed checklists and forms and other factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved, identification of operators and inspectors, result of inspections or tests, nature of defects, causes for rejection, proposed remedial action, and corrective actions taken.
- C. Maintenance of quality control records shall not relieve the Contractor from submitting samples, test data, detail drawings, material certificates, or other information required by each section in the specification.
- D. Contractor shall ensure each record is identified and traceable to specific requirements in the specifications and drawings.
- E. Inspection records, test procedures, test results, and associated forms will be verified by the Owner's Representative or designee.

#### 1.05 SPECIAL INSPECTIONS

- A. Owner shall be responsible for all Special Inspections required by the Uniform Building Code. Contractor may utilize an independent Special Inspector at no additional cost to the contract.

#### 1.06 QUALITY ASSURANCE

- A. This program is the Owner's responsibility. Generally, the Owner will oversee the accepted Quality Control Plan to assure that it is being followed and properly implemented. Defects in the QC program shall be rectified immediately.

#### 1.07 SEQUENCING AND SCHEDULING

- A. Contractor shall notify the Owner's Representative or designee at least 48 hours prior to scheduled inspection and tests.

PART 2 PRODUCTS (NOT USED).

PART 3 EXECUTION (NOT USED).

**APPENDIX A**

**Definable features of Work**

**Item No.: Technical Division: Description:**

1.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and Technical Specifications of Contract, including General and Special Conditions and other Division 1 Specification Sections, apply to this section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for Quality Control services.
- B. Quality Control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect or UAA Facilities Planning and Construction or a designated representative.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
  - 1. Specific Quality Control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
  - 2. Inspections, tests and related actions specified, are not intended to limit the Contractor's Quality Control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for the Contractor to provide Quality Control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- E. The Contractor is solely responsible for achieving project quality. The Contractor shall establish and maintain an effective Quality Control System. The Quality Control System shall consist of plans, procedures, and organization necessary to provide materials, equipment, and workmanship which comply with contract requirements. The system shall cover operations both on-site and off-site, and shall be keyed to the proposed construction sequence.

### 1.03 RESPONSIBILITIES

- A. Quality Control Coordination Meeting: Before start of operations, the Contractor shall meet with the Owner's Representative and discuss the Contractor's Quality Control System. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor Quality Control operations, control activities, testing, administration of the system for both on-site and off-site work, and the Owner's Quality Assurance Program. Minutes of the meeting shall be prepared within three working days and signed by both the Contractor and the Owner's Representative or designee. The minutes shall become a part of the contract file. There may also be occasion when subsequent conferences will be called to reconfirm mutual understandings.
- B. Quality Control Plan
1. General: Not later than thirty (30) days after execution of the contract, the Contractor shall furnish for acceptance by the Owner's Representative, the Contractor's Quality Control Plan it proposes to implement. The plan shall identify specific personnel, procedures, instructions, records, and forms to be used. An accepted Quality Control Plan must be in place prior to start of Construction. Failure to have an accepted Quality Control Plan in place may be cause for the Owner to not accept the first Periodic Estimate for Partial Payment for execution.
  2. The Quality Control Plan: This plan shall include, as a minimum, the following:
    - a. A description of the Quality Control organization, including a chart showing lines of authority and acknowledgment that the Contractor Quality Control Staff shall implement the three phase control system as explained below for all aspects of the work specified and shall report to the Contractor's Project Manager, Superintendent, or someone higher in the Contractor's organization. The Contractor shall designate a specific onsite Quality Control Representative for each shift. The Quality Control Representative shall have no other construction duties.
    - b. The name, qualifications, duties, responsibilities, and authority of each person assigned a Quality Control function.
    - c. A copy of a letter to the Quality Control Manager and Quality Control Representatives signed by an authorized official of the firm, which describes the responsibilities and delegates the authority of the Quality Control Manager and Quality Control Representatives.
    - d. Reporting procedures including proposed reporting formats.

3. Acceptance of Plan: The Owner shall review the Quality Control plan within 14 days of receipt. Acceptance of the plan is required prior to proceeding with work. Acceptance is conditional and will be predicated on satisfactory performance during construction. The Owner reserves the right to require the Contractor to make changes in its Contractor Quality Control Plan and operations as necessary to obtain the quality specified.
4. Notification of Changes: After acceptance of the Quality Control Plan the Contractor shall notify the Owner's Representative in writing of any proposed change. Proposed changes are subject to acceptance by the Owner's Representative.

C. Quality Control Organization

1. Quality Control System Manager: The Contractor shall identify a specific on-site individual, who shall be responsible for overall management of the Contractor's Quality Control Program and shall have the authority to act in all Quality Control matters for the Contractor. The Quality Control System Manager shall be acceptable to the Owner's Representative. The Quality Control System Manager shall have no other construction activity responsibility other than to manage the Quality Control System. The Quality Control System Manager shall have at least a high school education with a minimum of five years of experience in inspection of the type of work required by this contract.
2. Personnel: A staff shall be maintained under the direction of the System Manager to perform all Quality Control activities. The actual strength of the staff during any specific work period may vary to cover work phase needs, shifts and rates of placement. The Quality Control staff shall be fully qualified by experience and technical training to perform their assigned responsibilities. A minimum of one full-time person for each shift shall be assigned and will be at the job site at all times contract work is in progress. Quality Control Representatives must have the same education and experience required of the Quality Control System Manager, except a minimum of three years' experience in construction. Other qualification, i.e., degrees, general supervision, and experience, will be considered; however, education will not be substituted as equivalent to experience. The staff shall also include additional Quality Control personnel as required by the Technical Specifications and as otherwise necessary in order to fully implement the Quality Control requirements. These additional personnel will report to the Quality Control Manager who, in turn, will report directly to a level no lower than the Contractor's to field management.

- D. Control: Quality Control is the means by which the Contractor assures itself that its work complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all operations, including both onsite and off-site, and shall be keyed to the proposed methods of construction. The controls shall include at least three phases of control for all definitive features of work as follows:
1. Preparatory Phase: The Contractor shall be required to convene a preparatory phase meeting three (3) days prior to beginning any definable feature of work. This phase shall occur prior to beginning any work on any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested; a check to assure that provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials, equipment, and sample work to assure that they conform to submittal data and that all materials and/or equipment are on hand. The Owner's Representative or designee shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. The results of the preparatory phase actions shall be documented by separate report prepared by the Quality Control Representative and attached to the daily Quality Control Report. Subsequent to the preparatory phase and prior to commencement of work, the Contractor shall instruct applicable workers as to the acceptable level of workmanship required in its Quality Control Plan in order to meet contract specifications.
  2. Initial Phase: This phase starts as soon as a representative portion of the particular feature of work has been accomplished. This phase shall include a check of preliminary work, verify full compliance, establish level of workmanship, and resolve all differences. The Owner's Representative or designee shall be notified at least 24 hours in advance of beginning the initial phase. Separate record of this phase shall be prepared by the Quality Control Representative and attached to the daily Quality Control Report. The initial phase should be repeated for each new crew to work on site.
  3. Follow-up Phase: Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the Quality Control documentation. Final follow-up inspections shall be conducted and all deficiencies corrected prior to the start of additional features of work.
- E. Tests: Except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity, the Contractor shall

provide inspections, tests, and similar Quality Control services specified in individual specification sections required by governing authorities. These services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the contract sum.

1. The Contractor shall employ and pay an independent agency to perform specified Quality Control services.
2. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.
  - a. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed to in writing by the Owner.
3. Retesting: Regardless of whether the original test was the Contractor's responsibility, the Contractor is responsible for retesting where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements.
  - a. Where required tests were performed on original construction, cost for retesting construction revised or replaced by the Contractor is the Contractor's responsibility.
4. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests, and similar services and shall provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
  - a. Providing access to the work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
  - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
  - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
  - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
  - e. Security and protection of samples and test equipment at the project site.

- F. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual specification sections shall cooperate with the Owner's Representative or designee, the Architect, and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Owner's Representative or designee and Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.
  2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
  3. The agency shall not perform any duties of the Contractor.
- G. Coordination: The Contractor and each agency engaged to perform inspections, tests, and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.
  2. The Contractor shall notify the Owner's Representative in writing at the beginning of each new phase of testing.
- H. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
1. Each independent inspection and testing agency engaged on the project shall be authorized by authorities having jurisdiction to operate in the state of Alaska.
- I. Completion Inspection: At the completion of all work or any increment thereof established by a completion time stated in the schedule or stated elsewhere in the specifications, the Quality Control System Manager shall conduct a Quality Control Program completion inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the Quality Control documentation, as required by paragraph J below, and shall include the estimated date by which the deficiencies will be corrected. The Quality Control System Manager or its

staff shall make a second completion inspection to make certain that all deficiencies have been corrected and so notify the Owner's Representative or designee. The completion inspections and any deficiency corrections required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

J. Documentation:

1. The Contractor shall maintain current records of Quality Control operations, activities, and tests performed, including the work of suppliers and subcontractors. These records shall be on an acceptable forms and shall include checklists, completed forms and other factual evidence that required activities or tests have been performed, including but not limited to the following:

- a. Type and number of control activities and tests involved.
- b. Results of control activities or tests.
- c. Nature of defects, causes for rejection, etc.
- d. Proposed remedial action.
- e. Corrective actions taken.

In addition, these records shall indicate a description of trades working on the project, the number of personnel working, the weather condition encountered, any delays, and acknowledgment of instruction given by the Owner's Representative.

Quality Control records shall be available for examination by the Owner's Representative or designee. Periodic Estimates for Partial Payment may be withheld if the Owner determines that the Contractor has failed to maintain Quality Control records as required.

2. These records shall cover both conforming and defective or deficient features and shall include a statement that supplies and materials incorporated in the work and workmanship comply with the contract. Legible copies of these records shall be furnished daily to the Owner's Representative.

K. Notification of Noncompliance: The Owner's Representative or designee will notify the Contractor of any noncompliance with the foregoing requirements. The Contractor shall offer receipt of such notice and immediately take corrective action. Such notice, when delivered to the Contractor or its representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Owner's Representative may issue an order stopping all or part of the work until satisfactory corrective

action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

#### 1.04 SUBMITTALS

- A. Unless the Contractor is responsible for the service, the independent testing agency shall submit, in duplicate, a certified written report of each inspection, test, or similar service to the Owner's Representative. If the Contractor is responsible for the service, the testing agency shall submit, in duplicate, a certified written report of each inspection, test, or similar service through the Contractor to the Owner's Representative.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
  2. Report Data: Written reports of each inspection, test, or similar service shall include, but not be limited to:
    - a. Date of issue.
    - b. Project title and number.
    - c. Name, address, and telephone number of testing agency.
    - d. Dates and locations of samples and tests or inspections.
    - e. Names of individuals make the inspection or test.
    - f. Designation of the Work and test method.
    - g. Identification of product and specification section.
    - h. Complete inspection or test data.
    - i. Test results and an interpretation of test results.
    - j. Ambient conditions at the time of sample-taking and testing.
    - k. Comments or professional opinion as to whether inspected or tested work complies with Contract Document requirements.
    - l. Name and signature of laboratory inspector.
    - m. Recommendations on retesting.

#### 1.05 QUALITY ASSURANCE

- A. This program is the Owner's responsibility. Generally, the Owner's will oversee the approved Quality Control Program to assure that it is being followed and properly implemented, and that the resultant construction is in compliance with the contract documents. Defects in the QC program shall be rectified immediately. The Quality Assurance efforts by the Owner will be discussed at the coordination meeting to be held before the start of operations.

- B. The Contractor's Quality Control Representative will be required to make reports to the Owner's Quality Assurance Representative on a daily basis documenting all Quality Control activities.
- C. The Contractor is required to accommodate all Quality Assurance activities by making the entire project site accessible to the Quality Assurance Representative. This will include at least 24 hours pre-notification of any Quality Control activities that require special testing or review. Longer pre-notification period if called out in specific instructions of the plans or specifications is to be allowed for quality assurance efforts.

PART 2 PRODUCTS-(Not Used)

PART 3 EXECUTION

3.01 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking, and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
- B. Protect construction exposed by or for Quality Control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

## APPENDIX A

### Definable features of Work

**Item No.:** **Technical Division:** **Description:**

1.

END OF SECTION

## PART 1 GENERAL

### 1.01 SUMMARY

- A. This section establishes a **general** guide for preparation of the Contractors site safety work plan for this project. This guide is not intended to be inclusive of all necessary items to be included in the Contractors safety plan. In conjunction with these general requisite items comply with all conditions of the pertinent provisions of federal OSHA safety standards and state specific standards adopted by the State of Alaska Department of Labor (ADOL). If there are any instances in this specification section that conflict or differ from those issued by the ADOL, ADOL will apply. This specification does not relieve the contractor in any way of any other reporting, documentation, verification, adherence or other requirements of the State of Alaska Dept. of Labor or federal OSHA standards.
- B. Safety of Contractor's employees and persons on site is and shall remain the sole responsibility of the Prime Contractor for this project.
- C. Related Sections:
  - 1. General Conditions

### 1.02 SUBMITTALS

- A. Submit at the time of the pre-construction conference the name and safety qualifications of the Contractor's safety and health person.
- B. Submit Contractor's written accident prevention plan within 14 days of Notice of Award and prior to commencement of any work on the site.
- C. Submit an outline agenda 5 working days preceding the supervisor's monthly safety meeting and meeting minutes within 5 days after the meeting.
- D. Submit outline report of weekly safety meeting within 5 working days after the meeting.
- E. Submit identified safety and health deficiencies and corrective measures weekly.
- F. Submit a copy of the Contractor's Lockout /Tagout procedures prior to implementation under this contract and in accordance with 29 CFR 1910.147(f)(2)(i). The purpose of this information is to educate UAA employees on the methodologies and equipment used by the contractor with regard towards hazardous energy control and isolation.

### 1.03 ACCIDENT PREVENTION AND SAFETY PLAN

- A. No person shall be required to work in surroundings or under working conditions which are unsafe, or dangerous to his/her health.
- B. The Contractor shall be responsible for initiating and maintaining a safety and health program which will comply with the standards adopted by ADOL.
- C. Prior to commencement of work at a job site and no later than 14 days after Notice of Award of contract, an acceptable accident prevention plan written by the prime contractor for the specific work and implementing in detail the pertinent requirements of the OSHA, will be reviewed for information only by the Owner. On contract operations, the contractor's plan will be job specific and will include work to be performed by subcontractors, and measures to be taken by the contractor to control hazards associated with materials, services, or equipment provided by suppliers. Consideration will also be made to cover the prevention of alcohol/drug abuse on the job.
- D. The accident prevention plan shall provide for frequent and regularly scheduled safety inspections of the work sites, material, and equipment by the competent person. Identified safety and occupational health deficiencies and corrective measures shall be recorded and forwarded to the Owner weekly.
- E. Each individual employee is responsible for complying with applicable safety requirements, wearing prescribed safety equipment, and preventing avoidable accidents and property damage.

### 1.04 INSTRUCTION AND TRAINING

- A. Each employee shall be provided initial instruction and such continued safety training to enable them to perform their work in a safe manner.
- B. Base instruction and training on the safety program of the contractor or university agency and shall include, but not be limited to:
  - 1. General safety policy.
  - 2. Requirements for employee and project safety.
  - 3. Employee's responsibilities for property and safety of others.
  - 4. Employee's responsibilities for reporting all accidents.
  - 5. Medical facilities and required treatment.
  - 6. Procedures for reporting or correcting unsafe conditions or practices.
  - 7. Safe clearance procedures.
  - 8. Firefighting and other emergency procedures.
  - 9. Job hazard and activity hazard analyses and accident prevention plan.

10. Alcohol/drug abuse policy.
  11. Segregation of vehicular and pedestrian traffic.
- C. Provide further instruction and training sessions as required by the ADOL or OSHA for specific job tasks. Notify the Owner a minimum of three (3) working days in advance of the training so that they may attend.

#### 1.05 ON THE JOB

- A. Designate, to cover all hours of work at the project site(s), at least one competent or qualified safety and health person on site to manage the Contractor's Safety Program. The principal safety and health person shall report to and work directly for the contractor's top on-site manager, corporate safety office, or other high-level official of equivalent position. The safety and health person(s) shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The employment of a safety and health person(s) shall not abrogate the safety and health responsibilities of other personnel. This safety and health person shall be intimately familiar with and be responsible for direct input on the generation of the Contractor's written accident prevention plan. The safety and health person shall be the point of contact with the Owner for all matters regarding job site safety.
- B. A "Competent" or "Qualified" person means one who can identify existing and predictable hazards in the working environment which are dangerous to personnel and has the authority to promptly eliminate them. This person is one who, by degree, certificate, professional standing, or extensive knowledge, training and experience has demonstrated his/her ability to resolve safety problems related to the work site.
- C. Hold regularly scheduled safety meetings at least once a month for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and establish safe working procedures for anticipated hazards. An outline report of each meeting shall be submitted to the Owner.
- D. Hold at least one safety meeting weekly conducted by field supervisors, safety and health representative, or foremen for all workers. Maintain and provide copies to the Owner of an outline report of meeting giving date, time, attendance, subjects discussed and who conducted it.

#### 1.06 ACCIDENT REPORTING AND RECORDKEEPING

- A. All accidents which occur incident to an operation, project, or facility shall be immediately reported to the Owner.

On contract operations, the prime contractor shall be responsible for recording and reporting all accident exposure and experience incident to the work. (This includes exposure and experience of the prime contractor and of his subcontractors.) As a minimum these records shall include exposure work-hours and a log of occupational injuries and illnesses. All injuries and diagnosed occupational illnesses that result in a fatality or lost work day shall be reported to the Owner.

Part 2            PRODUCTS (Not Used)

Part 3            EXECUTIONS (Not Used)

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Power, Water, and Heat
- B. Temporary Utilities
- C. Temporary Enclosures and Space Heating
- D. Parking
- E. Pedestrian and Vehicle Traffic Control and Safety
- F. Storage

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. General Conditions and Special Conditions

1.03 POWER, WATER, AND HEAT (PAID BY OWNER)

- A. Electricity and water required for the performance of this Contract will be made available at no cost to the Contractor. The Owner cannot guarantee the point of connection to be in close proximity to the site of the work.
- B. All temporary water connections, power connections, pipe, hose, cables, cords, etc., shall comply with current OSHA standards and pertinent safety directives and will be supplied and maintained by the Contractor. Provide all equipment, materials, and labor to connect, maintain, and disconnect temporary service.
- C. Provide temporary equipment and fuel (if required) of sufficient number and size to maintain the temperature and ventilation requirements for Work, or a minimum temperature of 50 °F, whichever is higher.
- D. Electric heaters are not permitted.
- E. Non-vented or open flame heating/ventilating equipment are not permitted.
- F. Conservation efforts must be exercised when utilizing Owner's water and power. If excessive waste is apparent, the use of Owner supplied utilities will be curtailed.

#### 1.04 TEMPORARY OPERATION OF FACILITY'S NEW AND EXISTING MECHANICAL SYSTEMS

- A. The facility's new and existing mechanical systems may be utilized for temporary heat and ventilation. The system or parts of the system utilized shall be complete in all respects prior to consideration of use.
- B. Install indicated filters in all air-handling equipment, including cabinet unit heaters, placed in operation during construction. Install new filters during air balancing and again before acceptance of substantial completion by the Owner. The filters installed at the time of acceptance of substantial completion by the Owner may be those that were used during the air balancing process if these filters are removed once the balancing has been completed and the construction filters are reinstalled.
- C. Install temporary one (1) inch thick roll filter media over all return and exhaust air intake grills and openings and over all fan intakes. Change filters as required and leave in place until the rooms or areas receive final cleaning for inspection.
- D. When each piece of equipment is initially placed in service measure the motor current draw. If it exceeds the nameplate amperage (not service factor amperage), adjust fan and/or motor sheaves or pump balancing cocks to bring motor current draw below the full load current rating. If there is not possible, stop operation and notify the Owner.
- E. Test, clean, and flush liquid systems prior to utilization.
- F. Clean, repair, and lubricate piping, ductwork, equipment and accessories as required to return the systems to like new condition prior to substantial completion.
- G. The Contractor retains all responsibility for providing required maintenance until acceptance of substantial completion by the Owner. Fuel and power consumed during temporary use of the facility's new mechanical systems will be paid for by the Owner. Take steps to conserve energy.

#### 1.05 TEMPORARY UTILITIES

- A. Temporary Ventilation: Provide temporary ventilation of enclosed areas to cure materials, to disperse humidity, and to prevent accumulation of dust, fumes, vapors and gases.
- B. Site Lighting: Provide site lighting as required.

- C. Construction Area Lighting – Provide general construction area lighting wherever work is in progress and wherever lighting is required for the safety of any person employed on the site.
- D. Toilets and Sewage Disposal: There is no toilet or utility available on the site or available from the Owner. The Contractor shall include in its bid the cost of providing, and shall provide, all necessary toilets, including the cost of maintaining and cleaning them and dispensing of the effluent, and shall provide such toilets to all personnel on the site. All sewage from whatever source shall be disposed of through the public sewage collection system, if available, or shall be discharged into holding tanks and then hauled from the site. The effluent from toilets shall not be discharged onto or into the ground.
- E. Telephone: There is no telephone service available on the site or available from university facilities. The Contractor shall include in its bid the cost of providing, and shall provide, a separate single-party, non-coin operated telephone in his on-site office. Such telephone service shall be available until the work is completed. Each party using a telephone shall pay his own toll charges.

#### 1.06 TEMPORARY ENCLOSURES AND SPACE HEATING:

Provide such temporary enclosure of the work and such space heating as may be required to protect the work from damage due to freezing temperatures, snow, rain and wind and to allow orderly, coordinated progress of work.

#### 1.07 PARKING

The Contractor and his employees may park their vehicles in the University parking areas, on a space available basis. There will be no authorized parking in fire lanes and delivery lanes unless authorized by the Owner and then only for loading and unloading materials and debris for and from the project.

#### 1.08 PEDESTRIAN AND VEHICLE TRAFFIC CONTROL AND SAFETY

- A. The Contractor shall include in its bid the cost to provide, and shall provide, such barricades, signaling devices, signalmen, temporary signs, and all other facilities as may be necessary or required to control and/or accommodate pedestrian and vehicular traffic through or around the work of the Contractor on the campus or other property of the Owner.
- B. The Contractor shall erect firm barricades around work on the campus or other property of the Owner restricting pedestrian traffic from the area. Lath and light plastic flagging are not acceptable. All materials of construction shall be within

the barricades so established by the Contractor or the storage area assigned to him.

- C. The Contractor shall protect building entrances from overhead dangers.

#### 1.09 STORAGE

- A. Site and Off-Site Storage: the Contractor shall include in its bid the cost to provide, and shall provide, such special security measures and warehousing as may be necessary to accomplish the work for which he is contractually responsible.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Product delivery, storage and handling
- B. Product list submittal
- C. Substitution requests

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. UA General Conditions
- B. Section 01 33 00 - Submittal Procedures
- C. UAA Forms – Substitution Request

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damage, or sensitive to deterioration, theft, and other losses.
- D. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- E. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- F. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- G. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
- H. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation

Maintain temperature and humidity within range required by manufacturer's instructions.

#### 1.04 SUBSTITUTION REQUESTS

- A. Substitutions will only be considered after bid opening when deemed by the Owner to be in its sole interest. The Substitution Request Form is to be submitted for Owner consideration prior to inclusion in the formal submittal process. Include the following information:
  - 1. Complete technical data and information to indicate product provides performance that will meet the specification.
  - 2. Indicate if design changes will be required to incorporate product into the Work.
  - 3. Impacts on other trades.
  - 4. Cost proposal indicating cost savings.
- B. The Owner will consider the request for substitution and advise the Contractor if the proposed substitution is accepted for formal submittal review. Items accepted will then be reviewed for technical compliance in the formal submittal review process. Substitutions will only be considered when submitted on the provided Substitution Request Form.
- C. Substitutions SHALL be indicated as "Substitution" in the remarks column on the Submittal Schedule and Shop Drawing Record.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Land surveying
- B. Project layout

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. General Conditions and Special Conditions
- B. 01 33 00 - Submittal Procedures
- C. 01 78 00 - Closeout Submittals

1.03 SUBMITTALS

**Final Property Survey: Prepare a final property survey showing significant features (real property) for the Project. Include on the survey a certification, signed by the surveyor, that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.**

1.04 QUALITY ASSURANCE

- A. Surveyor Qualifications: Engage a land surveyor registered in the State of Alaska to perform required land-surveying services and construction surveying.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Identification: The Owner will identify existing control points and property line corner stakes.
- B. Verify layout information shown on the Drawings in relation to the property survey and existing benchmarks before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
  - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes

- in grades or locations.
  - 2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.
- C. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction.
- 1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping.

### 3.02 PERFORMANCE

- A. Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
- 1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
  - 2. As construction proceeds, check every major element for line, level and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
- 1. Record deviations from required lines and levels, and advise the Owner when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
- C. Site Improvements: Locate and lay out site improvements including pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical and electrical work.
- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for the Project. Include on the survey a certification, signed by the surveyor, that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General Requirements
- B. Structural Work
- C. Operating Systems
- D. Visual Requirements
- E. Existing Warranties

1.02 RELATED DOCUMENTS

- A. General Conditions and Special Conditions

1.03 GENERAL REQUIREMENTS

- A. Repairs and Patching: The Contractor shall repair or patch all areas as required by his demolition and/or moving of materials and equipment. All patching and repairs shall match adjacent areas in texture, color, materials, and quality of workmanship. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.

- B. SUBMITTALS

1. Cutting and Patching Proposal: Submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Owner requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:
  - a. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
  - b. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - c. List products to be used and firms or entities that will perform Work.
  - d. Indicate dates when cutting and patching will be performed.

- C. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
- D. Structural: Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
- E. Roofing, Exterior Systems: When existing is under warranty, Owner to obtain written approval under the warranty, based on the submittal prepared by the Contractor. Work shall be performed by an authorized installer.
- F. Approval by the Owner to proceed with cutting and patching does not waive the Owner's right to later require complete removal and replacement of unsatisfactory work.

#### 1.04 STRUCTURAL WORK

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
- B. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
  - 1. Foundation construction.
  - 2. Bearing and retaining walls.
  - 3. Structural concrete.
  - 4. Structural steel.
  - 5. Lintels.
  - 6. Timber and primary wood framing.
  - 7. Structural decking.
  - 8. Stair systems.
  - 9. Miscellaneous structural metals.
  - 10. Exterior curtain-wall construction.
  - 11. Equipment supports.
  - 12. Piping, ductwork, vessels, and equipment.
  - 13. Structural systems of special construction in Division 13 Sections.
- C. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.

## 1.05 OPERATIONAL SYSTEMS

A. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Water, moisture, or vapor barriers.
4. Membranes and flashings.
5. Fire protection systems.
6. Noise and vibration control elements and systems.
7. Control systems.
8. Communication systems.
9. Conveying systems.
10. Electrical wiring systems.
11. Operating systems of special construction in Division 13 Sections.

1.06 VISUAL REQUIREMENTS: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the **Owner's** opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

A. If possible retain the original installer or fabricator to cut and patch the exposed Work listed below. If it is impossible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.

1. Processed concrete finishes.
2. Stonework and stone masonry.
3. Ornamental metal.
4. Matched-veneer woodwork.
5. Preformed metal panels.
6. Fire-stopping.
7. Window wall system.
8. Stucco and ornamental plaster.
9. Acoustical ceilings.
10. Terrazzo.
11. Finished wood flooring.
12. Fluid-applied flooring.
13. Carpeting.
14. Aggregate wall coating.
15. Wall covering.

16. Swimming pool finishes.
17. HVAC enclosures, cabinets, or covers.

#### 1.07 WARRANTY

- A. Existing Warranties: Replace, patch and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing. Roofing work shall be done by an installer authorized by the entity issuer.

### PART 2 PRODUCTS

- 2.01 Materials, General: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

### PART 3 EXECUTION

#### 3.01 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
  1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

#### B. PREPARATION

1. Temporary Support: Provide temporary support of work to be cut.
2. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
3. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
4. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

### C. PERFORMANCE

1. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
2. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
3. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible review proposed procedures with the original installer comply with the original installer's recommendations.
4. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to the size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
5. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
6. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
7. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.
8. Where services are required to be removed, relocated, or abandoned, bypass utility services, such as pipe or conduit, before cutting. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
9. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
10. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
11. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching refinishing.
12. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials if necessary, to achieve uniform color and appearance.

13. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
14. Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

D. CLEANING

1. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Environmental Requirements
- B. Dust Control and Road, Sidewalk Cleanup
- C. Work Site Clean-Up/Occupied Building
- D. Work Site Clean-Up

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. General Conditions and Special Conditions

1.03 ENVIRONMENTAL REQUIREMENTS

The Contractor shall include in its bid the cost of complying, and shall comply, and shall require each of its Subcontractors to comply, with this section and all Local, State, and Federal Environmental Law and Regulation.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 DUST CONTROL AND ROAD, SIDEWALK CLEANUP

- A. The Contractor shall be responsible for dust control on the project site. The Contractor is responsible to prevent dust being generated from his operation to enter into any part of the existing facility. The only allowable exception is the area on the construction site of any temporary dust proof partitioning. Should the site produce visible dust, the Contractor shall, when directed by the Owner, forthwith, apply a palliative which prevents the dust from drifting or being wind-driven off the site.
- B. The Contractor shall be responsible for dust control on all roads used by the Contractor and dust control on the project site. Frequent watering may be necessary to comply with this requirement.
  - 1. In addition, sweep and clean roadways and sidewalks of dirt and debris immediately after any construction operation. In the event it rains before this can be performed, walkway shall immediately be washed

clean. Roadways with six (6) feet or more of ditch or shoulder dirt may be swept without pickup. On roadways with less than six (6) feet of shoulder and ditch or where there are curbs, the dirt shall not be projected off the road but shall be picked up and the roadway left clean. Any major spill of earthwork, concrete or debris shall be immediately picked up from all roadways and the roadway cleaned.

2. No liquids may be discharged on sidewalks, parking lots, roadways, or lawns in winter or any other time without the express approval of and in accordance with methods prescribed by the Owner. Liquids of a toxic or flammable nature shall be contained and disposed of in accordance with laws governing their disposal. The Contractor shall be responsible for the immediate clean-up of any liquid discharge to the requirements herein set forth.

### 3.02 WORK SITE CLEAN-UP of an OCCUPIED BUILDING

- A. Clean up frequently and as often and in such a manner as the Owner shall direct. If the Contractor fails to maintain an orderly construction site, the Owner may cause the clean up to be performed by others and back charge the cost of the clean up to the Contractor. The building will be occupied during the duration of construction.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting, and balancing.

1.02 RELATED SECTIONS

- A. Section 01 77 00 - Closeout Procedures: System operation and maintenance data and extra materials.

1.03 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Owner of schedule seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions which may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

#### 1.04 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. In a classroom environment located at the Project site, demonstrate and provide instruction for the Project equipment by a manufacturer's representative who is knowledgeable about the Project.
- C. For equipment or systems requiring seasonal operation, schedule demonstration for other season(s). Demonstration to occur within nine months.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Substantial Completion inspection requirements
- B. Instructions to Owner
- C. Replacement Materials
- D. Final cleaning
- E. Final inspection requirements

### 1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. General Conditions and Special Conditions
- B. 01 78 00 - Record Documents; Operation and Maintenance Manuals; Warranties

### 1.03 SUBSTANTIAL COMPLETION INSPECTION REQUIREMENTS

- A. Closeout requirements for specific construction activities are included in Sections in Divisions 2 through 16.
- B. Before requesting a Substantial Completion inspection complete the following:
  - 1. Approved Operation and Maintenance Manuals in accordance with Section 01 78 00.
  - 2. Updated Project Record Documents in accordance with Section 01 78 00.
  - 3. Electrical, mechanical and life safety systems are in place, balanced, tested, commissioned, and accepted for proper operation.
  - 4. Complete training and instruction of Owner's personnel.
  - 5. Deliver replacement materials, spare parts and similar items.
  - 6. Make final changeover of permanent locks and transmit keys to Owner.
- C. Submit a request in writing that the work is Substantially Complete and available for inspection at least ten (10) days prior to the desired date of the inspection. Include a detailed list of uncompleted items and the schedule for their completion.

### 1.04 INSTRUCTIONS TO OWNER

The Contractor will instruct the Owner or the maintenance personnel of the Owner in the operation and maintenance of all equipment prior to substantial completion. This will include actual demonstration of operation and written instructions.

- A. The Contractor shall provide a minimum of **eight (8)** hours of actual training unless a longer period is specified elsewhere in the contract.

#### 1.05 FINAL CLEANING

- A. General: The General Conditions require general cleaning during construction.
- B. Clean all surfaces in accordance with manufacturer's recommendations.
- C. Complete the following items prior to Final Inspection:
  - 1. Remove labels that are not permanent labels.
  - 2. Clean mirrors and glass in doors and windows.
  - 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
  - 5. Clean the site, including landscape development areas, temporary facilities locations, and staging areas. Sweep paved areas broom clean; remove stains, excess concrete, and other foreign deposits.

#### 1.06 FINAL INSPECTION REQUIREMENTS

- A. Submit the following prior to Final Inspection:
  - 1. Approved Project Record Documents.
  - 2. Waiver of Release and Liens (forms provided)
  - 3. Consent of Surety to Final Payment (form provided)
  - 4. Final Application for payment.
- B. Remove temporary facilities and controls.
- C. Submit a written request for final inspection ten (10) days prior to the desired date for final inspection. Written request to certify that all items identified for correction during the Substantial Completion inspection have been corrected, and must be accompanied by an item for item list documenting each punch list item is corrected.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents
- B. Operation and maintenance manuals submittal requirements.

1.02 RELATED DOCUMENTS

- A. General Conditions and Special Conditions
- B. Section 01 77 00 - Closeout Procedures
- C. UAA CAD Standards ( Available on request)

1.03 PROJECT RECORD DOCUMENTS

Make and maintain the following records of the as-built condition of the project:

- A. One complete set of conformed specifications and one complete set of conformed drawings on which all changes of materials, equipment, or dimensions shall be recorded and kept current on a daily basis. Include the entire scope of the project, including the work of all subcontractors. No work is to be permanently concealed until required as-built information has been recorded.
- B. Drawing notations are to be orderly, neat and legible, of quality sufficient for photocopying, and shall include as a minimum:
  - 1. applicable contract Change Orders (CO's)
  - 2. applicable design clarifications/corrections (RFI's)
  - 3. field changes of dimension and detail
  - 4. details not in original contract drawings
  - 5. location of all valves and sensors with appropriate tag identification
  - 6. measured depths of elements of foundation in relation to finish first floor datum
  - 7. measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
  - 8. measured locations of internal utilities and appurtenances concealed in construction, references of visible and accessible features of constructions

- C. The as-built drawings are to be available to the Owner at all times for review or duplication. The Owner may elect to inspect the record documents on a weekly or an as-needed basis.
- D. Progress payments may be withheld if the Owner determines that the Contractor has failed to keep the as-built drawings as specified.
- E. Before backfilling of buried work the Contractor shall record the as-built condition describing the type, dimensions, and horizontal and vertical locations of all buried work, including piping, conduits, and foundations.
- F. As a condition precedent to receiving periodic payment, the contractor shall furnish an as-built drawing of buried work satisfactory to the Owner and certified by the Contractor. The drawing shall be referenced to the as-built project lines and shall include buried work both inside and outside building lines.
- G. Two weeks prior to substantial completion inspection, submit as-built drawings to the Owner for review.
- H. Owner will provide the Contractor with a complete set of electronic conformed drawings. **Contractor shall transfer all as-built conditions from red-line drawings to electronic drawing files and produce As-Built Drawings in accordance with UAA CAD Standards.** The electronic as-built files, Contractor's red-line drawings and printed drawings shall be submitted to the Owner. Final drawings shall have "As-Built" printed on them and be signed by contractor's authorized agent. Submit corrected electronic drawing files and final printed drawings to the Owner one-week prior to final inspection.
- I. The electronic conformed drawings shall consist of the project's CAD documents delivered in AutoCAD dwg file format and a PDF version of each drawing sheet. Electronic files shall be submitted on CD-Rom or DVD.
- J. The currently supported AutoCAD version in use within Facilities Planning and Construction is AutoCAD 2012. The University will accept file formats downward compatible to version AutoCAD 2004.

#### 1.04 OPERATION AND MAINTENANCE MANUALS

- A. General Requirements, in addition to information required in General Condition 38 and 41:
  - 1. Submit five copies of draft volumes. Two copies will be retained by the Owner; three copies will be returned with review comments. Revise content of documents and resubmit within 10 days of receiving draft

copy with comments. Provide two complete "inserts" to update the two volumes retained by the Owner and provide a .pdf version of the volumes on CD-ROM or DVD disk.

2. All O&M manuals shall be bound in 3-ring slant "D" presentation ring binders, maximum 11-5/8" high and 11-1/4" deep. The spine, front and back, shall be heavy virgin vinyl sealed over heavy board. The binders shall be provided with clear, full size pockets on the spine and front cover. The thickness of the contents shall not exceed 75% the binder manufacturer's stated capacity.
3. All binders shall be black in color and clearly labeled on the spine with project name and number, building and volume, and all of the following on the front cover:

PROJECT NAME

Project No.: ##-####

Building Name: \_\_\_\_\_

Building No.: \_\_\_\_\_

Contractor: (Name, address, phone number) \_\_\_\_\_

Consultant: \_\_\_\_\_

Operational and Maintenance Manual, Volume \_\_\_ of \_\_\_

Discipline: \_\_\_\_\_

Date: \_\_\_\_\_

4. All pages shall be 8 1/2" x 11" or 11" x 17" folded to 8 1/2" x 11" in such a way as to permit unfolding without removal from the binder.
5. The manuals shall be organized into the following [six](#) categories:
  - a. Divisions 2 through 13
  - b. Division 14
  - c. Division 15
  - d. Division 16
  - e. Direct Digital Controls (DDC)
  - f. Fire Alarm System
6. When separate volumes are required, Contractor shall not separate a division into different volumes unless a single division binder would exceed 3 inches in width; that division may be in multiple volumes.
7. Each volume shall contain a directory listing names, addresses and telephone number of:
  - a. Contractor
  - b. Subcontractor
  - c. Suppliers

8. Each volume shall contain an Index giving:
    - a. Tab Number
    - b. Contents
    - c. Specification Reference
  9. Each volume shall be sequentially tabbed consistent with Index Tab Number and contents, identified on both sides of the plastic tab.
  10. Precede each item with an O&M Data Sheet.
  11. Each O&M Data Sheet shall be signed and dated by the Contractor.
- B. Architectural Materials and Finishes
1. For each item provide (on O&M Data Sheet) names, addresses and telephone numbers of suppliers providing guarantee or warranty service and source of replacement part.
  2. Building products, applied materials and finishes: Include product data, with catalog number, size, composition, color, and texture designations. Provide information for re-ordering custom manufactured products.
  3. Instructions for care and maintenance: Include manufacturer's recommendation for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
  4. Moisture-protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance and repair.
- C. Mechanical Equipment and Systems
1. Shall include a manufacturer's recommended Preventive Maintenance Inspection (PMI) schedule to improve operation and prolong service life.
  2. Provide written operating procedures for the systems and equipment supplies. The procedures shall include requirements for start-up, adjustment, testing, normal operation, shutdown, and emergency shutdown."
  3. Include pipe and duct identification schedules.
  4. Include a directory of all equipment indicating designation, location, manufacturers' name, model number, serial number, accessories, complete ordering number, electrical characteristics, primary control switch location, and normal position of switch.
  5. Include exploded parts diagrams (if available from manufacturer) and complete listings of repair and replacement parts for all equipment and accessories, and names and addresses of the suppliers from which the equipment was obtained.

6. Include valve directory indicating valve number, size, location, function, service type and normal position.
7. Include shop drawing as-builts.
8. Include approved air and hydronic systems test and balance (TAB) report.
9. Include warranties.

D. Electrical Equipment and Systems

1. Include (if available from manufacturer) exploded parts diagrams and equipment and accessories, complete listings of repair and replacement parts for all equipment, and names and addresses of the suppliers from which the equipment was obtained.
2. Include complete listing of all equipment which may require periodic servicing, with recommended schedules and complete instructions for performing said servicing. Service instructions shall include complete English-language narrative descriptions and illustrations as necessary to thoroughly describe all service operations. Illustrations with just multi-language skeleton instructions are not acceptable.
3. Provide written operating procedures for the systems and equipment supplied. The procedures shall include requirements for start-up, adjustment, testing, normal operation, shutdown, and emergency shutdown.
4. Include a listing of the correct size, type, location, and equipment protected for each fuse application in the project.
5. Include "one-line" diagram showing the as-built condition of the service and distribution system. For this purpose, a digital .dwg file of the one-line diagram from the Contract Drawings may be obtained from the Owner to be edited with any as-built modifications by the Contractor.
6. Include wiring diagrams for all supplied equipment showing the internal control and power wiring configuration.
7. Include warranties.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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## PART 1 GENERAL

### 1.01 RELATED DOCUMENTS

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

### 1.02 DEFINITION

- A. Building Commissioning work is a joint team effort to ensure that all equipment and systems have been completely and properly installed and put into service. The commissioning work will begin only after all systems are 100% complete and functional. The factory startup of all equipment must have been carried out as well as control system completion and startup and balancing. The team is made up of representatives for the Owner's, Engineer's and Contractor's organizations.
- B. The Contractor shall schedule system commissioning. The trades represented during the commissioning include sheet metal, piping and fitting, refrigeration, controls and balancing. The lead tradesmen for each trade who actually performed the work is to be present. All trades are to be present as scheduled during the commissioning sessions. The balancing and control contractors may be released when their portions of work have been completed. The Contractor will submit a schedule of activities for commissioning at least 30 (thirty) days prior to beginning commissioning. A suggested schedule outline is as follows:
  - 1. Day One (Monday) Contractor, Owner and Engineer; Mechanical Subcontractor optional.
  - 2. Day Two (Tuesday) Contractor, Owner, Engineer, Balancing Subcontractor, Control Subcontractor and Mechanical Subcontractor.
  - 3. Day Three (Wednesday) Contractor, Owner, Engineer, Balancing Subcontractor, Control Subcontractor, Mechanical Subcontractor, including Sheet Metal Subcontractor and Fitter.
  - 4. Day Four (Thursday) Contractor, Owner, Engineer, Mechanical Subcontractor, Sheet Metal Subcontractor, Fitter and Refrigeration Subcontractor.
  - 5. Day Five (Friday) Refrigeration Subcontractor and all parties from day four to complete tasks not completed previously.

### 1.03 DOCUMENTS

- A. The following documents shall be assembled and bound into the operating and maintenance manuals and delivered according to Section 01780, Maintenance Data.
  - 1. Plumbing sanitization certified.

2. Certificates of Completion from the following Subcontractors:

- a. Sheet Metal
- b. Plumbing and Piping
- c. Automatic Temperature Control
- d. Refrigeration
- e. Fire protection
  - (i) Balancing report including duct pressure test.
  - (ii) Hydronic system water analysis report.

3. All operating and maintenance data as described in Section 01780.

- B. Record Drawings will be submitted to Owner according to Section 01780, Contract Closeout.

#### 1.04 SCOPE OF WORK

- A. The work included under this section includes a complete and thorough investigation of all systems in order to ensure proper installation and operation of all components and systems. The following systems shall be evaluated:

1. Automatic temperature controls
2. Instrumentation (gauges, thermometers, etc.)
3. Air handling equipment
4. Air distribution and exhaust systems
5. Hydronic heating and steam distribution systems
6. Refrigeration equipment
7. Fire protection
8. Fire Alarm Systems
9. Public Address / Clock system
10. Labeling, marking and color coding

#### PART 2 PRODUCTS

##### 2.01 VALVE TAGS

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

## 2.02 EQUIPMENT LABELS

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

## 2.03 PIPING LABELS

- A. Label all service piping with adhesive backed, flexible, vinyl labels, sealed in clear polyester film. Secure labels with directional flow adhesive vinyl banding tape. Labels and tape to comply with ANSI A13.1-1981 for color and size.
- B. Manufacturer: Baker, Emed, Setmark, Seton.

## 2.04 WATER TREATMENT CHEMICALS - Steam/hydronic systems.

- A. Obtain the services of a professional water treatment firm for testing the boiler water and prescribing the treatment chemicals.
- B. Provide a one-year supply of treatment chemicals to maintain the boiler water at or below the following conditions:
  - 1. Neutralized specific conductance
  - 2. Total alkalinity 600 ppm
  - 3. Suspended solids 250 ppm
  - 4. Silica 90 ppm

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

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

## PART 3 EXECUTION

### 3.01 SYSTEM COMMISSIONING

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

### 3.02 PRELIMINARY WALKTHROUGH

- A. A preliminary walkthrough to provide a visual check of the various systems to verify that all components are properly installed. The following items will be observed.
  
- B. Air Distribution
  - 1. Mounting and support of equipment
  - 2. Noise, vibration, air and water leaks
  - 3. Air filtration, presence of dampers, diffusers, grilles, fire dampers and access doors
  - 4. Presence of thermostats and other adjustable temperature control devices
  - 5. Presence of smoke sensors and other safety devices
  - 6. Instrumentation, gauges, thermometers, flow measuring devices
  - 7. Hoods and exhaust systems
  
- C. Plumbing and Piping Systems
  - 1. Mounting support of equipment
  - 2. Noise, vibration and leaks
  - 3. Strainers, valves fixtures and instrumentation and flow measuring or control
  
- D. Heating and Cooling Equipment
  - 1. General installation and service address
  - 2. Proper cycling
  - 3. Excessive noise, vibration or leaks
  - 4. Fuel storage, distribution instrumentation and filtration
  - 5. Presence of safety devices and controls
  
- E. Refrigeration Systems
  - 1. Compressor operation and lubrication
  - 2. Unit cooler operation
  - 3. Cooling fluid flow and control
  - 4. Temperature maintenance and instrumentation
  - 5. Vibration, excessive noise and leaks
  
- F. Fire Protection System
  - 1. General installation and compliance with approved shop drawings and design drawings

2. Head locations
  3. Proper functioning of alarms
  4. NFPA certification - Chapter 13
  5. Locate spare heads, wrench and NFPA 13A manual
- G. Fire Alarm System
- H. Public Address / Clock System
- I. Any discrepancies or deficiencies are to be noted for further investigation during the detailed evaluation.
- J. Verify that all cleaning has been completed
- K. Verify that all touch-up painting has been completed.

### 3.03 DETAILED EVALUATION

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

If significant debris is found in selected strainers, all strainers will be cleaned.

2. Balancer will demonstrate fluid flows at approximately 10% of flow control devices.
3. Selected pumps will have amp draws demonstrated.
4. Fluid temperatures and pressures will be observed at each system, and compared with design values.
5. Glycol concentration will be measured for compliance with design specifications.
6. Any noted deficiencies between the sample evaluations and the balancing report will be dealt with to correct any deficiencies. In the event that significant deficiencies are detected, the entire balancing procedure may be required to be repeated.
7. Any balancing related problems identified during the Preliminary Walkthrough will be addressed and corrected.

#### C. HVAC Control Systems

1. The Control Subcontractor will demonstrate the proper function of each control system, and instruct Owner's operating personnel in the proper operation of the systems. The balancing contractor will be present to correct flows and assist in fine tuning system.
2. Control Subcontractor will demonstrate the proper functioning of the following devices:
  - a. Each thermostat to adequately control heating and cooling
  - b. Each automatic damper and valve
  - c. Fresh air and return air dampers
  - d. Economizer operation
  - e. Boiler, chiller and pump starting and stopping from program control
  - f. Exhaust fan and air handler start and stop
  - g. Variable air volume control of VAV air handlers, and tracking of associated return fan
  - h. Variable air volume control of VAV exhaust fans
  - i. Freeze prevention control
3. Control Subcontractor will point out proper labeling of each control device.
4. Control Subcontractor and Balancing Subcontractor will coordinate efforts as required until all functions of air distribution and hydronic systems have been fully demonstrated and have been accepted by the Owner and the Engineer.

- D. Sheet Metal Subcontractor will demonstrate the following:
1. Proper voltage, overload heater size and rotation of each motor driven fan or air handling device.
  2. Proper belt tension and drive alignment
  3. Proper clearance and deflection of spring isolation of fans and drives
  4. Proper installation of flexible connections
  5. Sealing of all ductwork per specification
  6. Complete insulation of ductwork and plenums and sound attenuation where required
  7. Completion of any deficiencies pointed out during balancing and control system commissioning
  8. Marking and labeling of each air handling device
  9. Proper shutdown of air handling systems in the event of presence of smoke or products of combustion
  10. Monitor bearings for heat buildup or noise
  11. Demonstrate that heating and cooling coil fins are straight
  12. Demonstrate operation and maintenance of humidification equipment
  13. Sheet Metal Subcontractor will correct any deficiencies noted during Preliminary Walkthrough and Detailed Evaluation
  14. Correct any deficiencies discovered during Preliminary Walkthrough and Detailed Investigation
- E. Each Subcontractor will explain any special features or intricacies of system operation to the building operating personnel. Items covered should include safety features, hazards to be aware of, precautions to be observed to avoid damage to equipment and any necessary seasonal adjustments which are required. Generally, discuss service frequency of devices such as bearings, belt drives, filters, strainers, etc. show maintenance and operating personnel where additional information can be found in the Operating and Maintenance Manuals.
- F. Plumbing and Piping Subcontractor will demonstrate and explain the following:
1. The cleaning, degreasing and flushing of piping systems
  2. The proper filling of hydronic and chilled water systems
  3. Proper glycol concentration and Ph of hydronic and chilled water systems
  4. Piping and valve marking
  5. Equipment labeling
  6. Demonstrate proper operation of fuel supply system
  7. Demonstrate proper operation of sewage lift pumps
  8. Demonstrate proper operation of sump pumps
  9. Tour facility and demonstrate proper installation and operation of plumbing fixtures and piping systems
  10. Demonstrate and explain chemical feed equipment
  11. Demonstrate operation of air compressor, deionized water equipment

- and other process equipment
- 12. Correct any deficiencies discovered during Preliminary Walkthrough and Detailed Investigation
  
- G. Refrigeration Subcontractor will instruct equipment operators and demonstrate and explain the following:
  - 1. Proper charging and lubrication of each refrigeration system
  - 2. Vibration isolation of equipment
  - 3. Proper piping insulation
  - 4. Adequate air flow at cold diffusers
  - 5. Proper connection of piping
  - 6. Proper coolant flow and temperature
  - 7. Defrost of cold diffusers
  - 8. Maintenance of required temperature in cold boxes
  - 9. Proper maintenance and cleaning
  - 10. Labeling of equipment and control devices
  - 11. Verify proper voltage, rotation and overload heater sizing
  - 12. Correct any deficiencies noted during Preliminary Walkthrough and Detailed Investigation
  
- H. Fire Alarm System
  - 1. ....
  
- I. Public Address / Clock system
  - 1. ...

### 3.04 CERTIFICATION

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

### CERTIFICATE OF COMPLETION

(Building) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

1. Mechanical Contractor \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

2. Sheet Metal \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

3. Plumbing \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

4. Fitting \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

5. Balancing \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

6. Controls \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

7. Refrigeration \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

8. Insulation \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

9. Fire Protection (sprinkler) \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 1 Specifications, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstrations of operation of systems, subsystems and equipment.
  - 2. Training in operation and maintenance of systems, subsystems and equipment.
  - 3. Demonstration and training videotapes.
- B. Related Sections include the following:
  - 1. All other Specification Sections for specific requirements for demonstration and training for products in those Sections.

1.03 SUBMITTALS

- A. Instruction Program:
- B. Demonstration and Training Videotapes: Submit two copies within seven (7) days of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of photographer.
    - c. Name of Contractor.
    - d. Date Videotape was recorded.
    - e. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

1.04 QUALITY ASSURANCE

- A. Instructor Qualifications:

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION



September 26, 2016

**PROJECT:** UAA <Project Title>  
Project No. ##-####

**TO:** All Plan Holders of Record

### ADDENDUM NO. 1

---

This addendum forms a part of the Contract Documents and modifies the original Request for Quote Documents dated **January 31<sup>st</sup>, 2016**. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

---

This addendum consists of **One (1) page and Two (2) Revised Drawings-Sheets XX & XX**.

1. **Bid Due Date Extended To: February XX, 2016 2:00 PM**
2. **SPECIFICATIONS**  
See attached, revised drawings for additional equipment needs.
3. **All other terms & conditions remain the same.**

**END OF ADDENDUM**

**Appendix 15.2.3a - IFB Bid Package Signature Page Template**

**BEFORE STARTING THE BID SPECIFICATION PACKAGE,  
BE SURE YOU HAVE THE FOLLOWING:**

- 1. BOARD OF REGENTS APPROVAL FOR YOUR PROJECT (IF REQUIRED)**
- 2. "PLAN REVIEW" FROM MOA (IF REQUIRED)**

PROJECT: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

PROJECT BID NO.: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_

COST ESTIMATE OF PROJECT: \_\_\_\_\_

BUDGET NO.: \_\_\_\_\_

THE CONTRACT DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE FOLLOWING PERSONNEL

**PROJECT MANAGER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

All Administrative and Board of Regents approvals required by Board of Regents policy have been obtained.

**FISCAL OFFICER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Sufficient funding has been allocated.

**CONTRACTING OFFICER:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DIRECTOR:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ADMINISTRATIVE ASSISTANT:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Documents are finalized, reviewed and converted to PDF for website upload.

**AK PUBLIC ON LINE** (Attach copy of notice) **Date Posted:** \_\_\_\_\_ **By:** \_\_\_\_\_

**AEPLANS WEBSITE** **Date Posted:** \_\_\_\_\_ **By:** \_\_\_\_\_



# Facilities Planning & Construction

UNIVERSITY *of* ALASKA ANCHORAGE

## INVITATION FOR BID

[CAMPUS] XXXXXXXXXXXXXXXXXXXX

[City], Alaska

**VOLUME I** [Delete if Volume II is not needed for large set of tech specs]  
**BIDDING & CONTRACT DOCUMENTS** [Delete if Volume II is not needed]

**PROJECT NO.:** XX-XXXX

**BID NUMBER:** XX-XX

**Building Name:** XXXXXX

**Building Number:** XX 100

**ISSUED:** January 1, 201X

FACILITIES PLANNING AND CONSTRUCTION  
3890 UNIVERSITY LAKE DRIVE, SUITE 110  
ANCHORAGE, AK 99508-4669  
907.786.4900

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**TABLE OF CONTENTS**  
**[CAMPUS] [PROJECT NAME]**

<b>SECTION</b>	<b>TITLE</b>
<b><u>BID DOCUMENTS</u></b>	
00 00 01	Date Summary
00 00 02	Procurement Code
00 10 00	Notice of Invitation for Bids
00 20 00	Instructions to Bidders
00 41 00	Bid Form
00 42 00	Bid Bond
<b><u>CONTRACT DOCUMENTS</u></b>	
00 50 00	Agreement Between Owner and Contractor
00 62 00	Performance Bond
00 63 00	Payment Bond
00 64 00	Alaska Products Preference Worksheet
00 65 00	UAA Forms
00 70 00	General Conditions
00 80 00	Special Conditions
00 82 00	State of Alaska Department of Labor Minimum Rates of Pay
<b><u>DIVISION 1</u></b>	<b><u>GENERAL REQUIREMENTS</u></b>
01 10 00	Summary of Work
01 23 00	Alternatives
01 25 00	Contract Modification Procedure
01 29 00	Payment Procedure
01 31 00	Project Management and Coordination
01 32 00	Construction Progress
01 33 00	Submittal Procedures
01 40 00	Quality Control
01 41 00	Site Safety Requirements
01 50 00	Temporary Controls
01 60 00	Product Requirements and Substitutions
01 72 00	Field Engineering
01 73 00	Cutting and Patching
01 74 00	Cleaning
01 75 00	Startup
01 77 00	Closeout Procedure
01 78 00	Closeout Submittals
01 81 00	Building Commissioning
01 82 00	Demonstration & Training

## **TECHNICAL SPECIFICATIONS**

## **DRAWINGS**

Make sure this has an even number of pages.

## Specified Dates

UAA BID NO. ##-##

[CAMPUS] [Project Name]

Project No. ##-###

Building Name: XXX

Building No. XX###

Date Issued: January 1, 2016

Pre-Bid: January 7, 2016 @ 10:00 AM

Alternate Brand Request Submission Deadline: January 12, 2016 @ 2:00 PM

Last Date to Submit Questions: January 14, 2016 @ 2:00 PM

Last Date to Issue Addenda: January 15, 2016

Bid Due Date: January 22, 2016 @ 2:00 PM AKST

### NOTE

Dates shown on this document are for general information only and are subject to change. Specific contractual dates for the Bid Opening, Pre-Bid Conference, Alternate Brand Request, and Questions are set forth in the Instructions to Bidders, General Conditions, and the Notice of Invitation to Bid. Any modification of the above dates by addendum will modify the contract documents, not this summary.

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---

**IMPORTANT**

**This Invitation for Bid conforms to the State Procurement Code for the State of Alaska. Bidders are strongly advised to study the bid documents very carefully and be fully aware of the revisions made to these pages to conform to as 36.30.**

**THE WORK PERFORMED IN CONJUNCTION WITH THIS IFB IS SUBJECT TO THE STATE OF ALASKA TITLE 36 PUBLIC CONTRACTS PREVAILING WAGE RATES.**

**If you have any questions, please call Facilities Planning & Construction's Fiscal Manager, Sandra Blum at 907-786-4905.**

**Clarification on Alaska Bidder Preference and Alaska Product Preference can be viewed on line at**

**<http://commerce.alaska.gov/dnn/ded/dev/AlaskaProductPreferenceProgram.aspx>**

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## NOTICE OF INVITATION FOR BIDS

**PROJECT:** [CAMPUS] [PROJECT NAME]  
**PROJECT NO.:** XX-XXXX  
**BID NO.:** XX-XX  
**BUILDING NAME:** [NAME]  
**BUILDING NUMBER:** XX XXX

Sealed bids, in single copy, for **UAA XXXXXXXX**, will be received by the University of Alaska Anchorage, Facilities Planning and Construction until **XXXXXX, 2015 at 2:00 pm** prevailing time, at 3890 University Lake Drive, Suite 110, Anchorage, AK 99508, at which time bids will be publicly opened and read aloud.

**The work consists of [SCOPE] located at:  
[BUILDING NAME]  
[FULL ADDRESS]**

A pre-bid conference will be held on **XXX, 2016 at XX:XX am, onsite at [PRE BID LOCATION].**

All bids must be accompanied by a bid bond provided by a surety authorized to do business in the State of Alaska on a form provided herein, or a cashier's check. Bid security must be in an amount equal to at least five percent (5%) of the maximum amount of the bid.

Questions regarding this IFB shall be directed, in writing, to UAA Facilities Planning & Construction at **uaa\_fpc@uaa.alaska.edu** for action.

Complete bidding documents for this project are available in electronic form. They may be viewed online and downloaded without charge and without deposit from [www.aeplans.com](http://www.aeplans.com). Contact Mike Strock at AEPlans, LLC at 877-287-4905, extension 208 for information regarding access to AEPlans site and instructions for viewing and downloading construction drawings, specifications and addenda.

Bidders must register through the web site to be notified of addenda. Bid documents are not available from the Architect or the Owner, but they may be obtained from most plan rooms and reprographic firms for a fee. Printed copies may be ordered from reprographic companies through the website or by contacting a reprographer directly.

Downloaded files may be printed on the plan holder's equipment. Plan holders are responsible for their own reproduction costs. Please go to [www.aeplans.com](http://www.aeplans.com) to download the UAA project documents, for distribution to your members. No hard copies will be sent. Addenda to the project will be posted on the website. The bidder is responsible for periodically checking the site. The Contractor that is awarded the project will be responsible for printing all documents necessary for performing the work.

Prime Bidders, Sub Contractors and Suppliers obtaining bid documents are cautioned not to obtain partial or incomplete sets of bid documents (drawings and specifications) for the purposes of bidding. It is the responsibility of the bidder(s) to insure that complete sets of bid documents as posted on AEPlans are obtained. Neither the Owner nor the Architect shall be held responsible for errors in downloading or the printing of incomplete sets of documents by the bidder(s).

BIDDERS ARE ADVISED THE UNIVERSITY OF ALASKA HAS A PROCEDURE FOR ACCEPTING EQUAL PRODUCTS OR SYSTEMS PRIOR TO BID OPENING. SUBSTITUTIONS AFTER AWARD ARE LIMITED. SEE INSTRUCTIONS TO BIDDERS AND THE GENERAL CONDITIONS.

Sealed envelopes containing bids must be marked as follows:

**Upper Left Hand Corner:**

**Name of Bidder**

**City, State, Zip Code**

**Center of Envelope:**

**SEALED BID - DO NOT OPEN**

**PROJECT: UAA [PROJECT NAME]**

**PROJECT NO: XX-XXXX**

**BID NO: XX-XX**

**BUILDING NAME: X**

**BUILDING NUMBER: XX-XXX**

**Deliver or Mail Envelopes to:**

**UNIVERSITY OF ALASKA ANCHORAGE  
FACILITIES PLANNING AND CONSTRUCTION  
3890 UNIVERSITY LAKE DRIVE, SUITE 110  
ANCHORAGE, AK 99508-4669**

**NOTE: Mailed bids must be received by the UAA Facilities Planning and Construction before the bid due date and time.**

The University of Alaska Anchorage is an affirmative action/equal opportunity employer and educational institution.

## INSTRUCTIONS TO BIDDERS

Bids to be entitled to consideration must be made in accordance with the following instructions:

### 1. INVITATION FOR BIDS

Bidders shall familiarize themselves with the requirements of all of the Invitation for Bid (contract documents) including the Instructions to Bidders, the Bid Form, the Agreement, the General Conditions, the Special Conditions, the Specifications, the Drawings, any addenda issued prior to the receipt of bids, and any other documents referenced or referred to therein.

### 2. EXAMINATION OF SITE

A. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the Work and the general and local conditions unique to this project which can affect the Work or the cost of the Work, including but not limited to:

- 1) Conditions bearing upon transportation, disposal, handling, and storage of materials;
- 2) The availability of labor, water, electric power, and roads;
- 3) Uncertainties of weather, river stages, tides, or similar physical conditions at the sites;
- 4) The conformation and conditions of the ground; and
- 5) The character of equipment and facilities needed preliminary to and during work performance.

B. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work.

### 3. EXAMINATIONS AND INTERPRETATION OF DOCUMENTS

Each bidder shall examine the Invitation for Bid carefully and shall make written requests to the Owner for interpretation or correction of any ambiguity, inconsistency, discrepancy, omission, or error therein which the bidder may discover. Any interpretation or correction will be issued in an addendum by the Owner. Only a written interpretation shall be binding. No bidder shall rely on any interpretation or correction given by any other method. If the Bidder is not satisfied with the Owner's response, the Bidder must file a protest in accordance with paragraph 6. Failure to file such a protest constitutes waiver of the issues that could have been brought in the protest.

### 4. "OR EQUAL" PRODUCTS

Whenever a material, article, piece of equipment or system is identified in the Invitation for Bid by reference to manufacturers' or vendors' name, trade names, catalog numbers, etc., it is intended to establish a minimum standard. Unless otherwise noted, alternate brands of any material, article, equipment or system of other manufacturers or vendors which will perform adequately the duties imposed by the general design of the project will be considered equally acceptable; provided the material, article, equipment, or system so proposed is, in the opinion of the Owner, of equal substance, function, dimension, appearance, and quality.

Alternate brands may be approved if found by the Owner to be equal or better. A written request

on the form provided must be submitted to the Owner for approval a minimum of fourteen (14) calendar days in advance of the bid opening with description, catalog cuts, etc., and other information as may be required by the Owner for proper evaluation of the request. Any brand named product listed in the technical specification followed by the phrase "or equal" is understood to mean an alternate product, which, if presented, must be presented prior to bid opening as provided herein.

If in the opinion of the Owner an alternate brand is determined to be of equal substance, function, dimension, appearance, and quality, an addendum shall be issued to all parties who have been furnished an Invitation for Bid for bidding purposes.

**5. ADDENDA**

The Owner may modify the Invitation for Bid no later than five (5) calendar days prior to the date fixed for opening of bids by issuance of an addendum to all parties who have been furnished Invitation for Bid for bidding purposes. In determining the intervening calendar days between issuance of an addendum and bid opening, neither the day the addendum is issued nor the day of the bid opening is counted. An addendum may be issued up to and through the date fixed for opening the bids. If an addendum is issued on the date scheduled for bid opening bid date shall be extended in that addendum to allow at least the previously stated number of intervening days between issuance of an addendum and bid opening. Bidders must acknowledge receipt of all addenda on the Bid Form.

**6. PROTESTING SOLICITATION OR AWARD**

Any protest of the technical specifications or bid requirements of this solicitation (Invitation for Bid) shall be filed in writing with the Contracting Officer (Procurement Officer) of the issuing office not later than 5:00 p.m. of the seventh (7th) day preceding the date set for bid opening. Protests of the technical specifications or bid requirements resulting from addenda to this solicitation shall be filed with the issuing office not later than 5:00 p.m. of the fifth (5th) day following date of issue of the addendum. Protests filed after the above times shall not be considered.

A bidder may protest the award of a contract provided its protest is received within ten (10) calendar days of the date of issuance of a Notice-of-Intent-to-Award-a-Contract. Protests of an award or a proposed award shall be resolved in accordance with AS 36.30.560.699, Board of Regents Policies, and University of Alaska Procurement Regulations.

**7. BID FORM**

Bids must be submitted on the forms provided by the Owner, completed in all respects as required by the Bid Form and Invitation for Bid, and manually signed by an authorized official of the bidder. Bidders may make copies of the bid forms for submission of bids.

**8. SUBMISSION OF BID**

Bids must be submitted in a sealed envelope, marked with Bidder's name, project title and opening time, and addressed as directed in the Notice of Invitation For Bid and must be delivered to the office designated in the Notice of Invitation For Bid prior to the exact time set for opening bids. Bids must be signed by authorized persons and shall have original signatures. Bid shall be

accompanied by bid security, addendum acknowledgement and such other material or information required by the Invitation For Bid. No bidder shall transmit a bidding document by facsimile transmission (FAX), including but not limited to, bid forms, bid bonds, and modifications.

Each bidder must have a valid Alaska Business License, required under AS 36.30.110 (b), at the time the contract is awarded. To qualify as an Alaska Bidder a bidder shall have a valid business license at the time the bid is opened. The bidder must also be registered as required under AS 08.18. The registration and license numbers must be supplied on the bid form at time of bid. Within five (5) working days of the Owner's written identification of the apparent low bidder, or notice-of-intent-to-award a contract, the selected bidder will provide copies of its valid Alaska Business License and Contractor's Registration.

## **9. BID SECURITY**

- A. All bids must be accompanied by a bid bond provided by a surety authorized to do business in the state of Alaska on a form provided herein, or a cashier's check. Bid security must be in an amount equal to at least five (5) percent of the maximum amount of the bid.
- B. Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- C. The bid securities of the three lowest bidders will be held by the Owner until the Contract has been finally executed, but no longer than 45 calendar days after opening of bids, after which time the bid securities will be returned to such bidders. Bid securities of all other bidders will be returned to them within ten (10) working days after opening of bids.
- D. If the successful Bidder, upon notice of intent to accept its bid by the Owner within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may declare the Bidder non-responsive and the amount of its bid guaranty may be retained by Owner as liquidated damages.
- E. If all bids are rejected, the bid securities of all bidders will be returned within ten (10) working days after rejection.

## **10. MODIFICATIONS OR WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids prior to the time and date set for bid opening. The signature of the same person who signed the sealed bid form is required on the modification or withdrawal.

Written shall not reveal the bid price, but shall provide the addition, subtraction, or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

## **11. BID OPENING**

Bids will be opened in public, read aloud and recorded at the time set for opening in the Notice of

Invitation for Bid. Bids may be inspected by bidders and others having a legitimate interest as determined by the Owner only after Notice-of-Intent-to-Award has been issued. Late bids will not be considered.

Within five (5) working days of the Owners identification of the apparent low bidder, as evidenced by the Owners written notification, the selected bidder shall furnish a list of subcontractors it proposes to use in the performance of the work of this project not later than 5:00 p.m. the fifth working day following receipt of written notification. The list must include:

- a. The name and location of place of business of each subcontractor;
- b. The nature of the work subcontracted identified by Technical Specification division and further identified by Section if more than one subcontractor doing work under one division; and
- c. Copies of each subcontractor's Alaska Business License and Certificate of Registration required under AS.43.70 and AS.08.18, respectively.

Failure to supply the information required within the specified time shall be grounds for declaring the low apparent bid non-responsive. If a subcontractor on the list did not have a valid Alaska Business License under AS 43.70 and a valid Certificate of Registration under AS 08.18 at the time the bid was opened, the bidder may not use the subcontractor in the performance of the contract, and shall replace the subcontractor with a subcontractor who had a valid Alaska Business License and Certificate of Registration at the time the bid was opened.

If a bidder fails to list a subcontractor or lists more than one subcontractor for the same portion of work and the value of that work is in excess of half of one percent of the total bid, the bidder shall be considered to have agreed to perform that portion of the work without the use of a subcontractor and to have represented the bidder to be qualified to perform that work.

A bidder may replace a listed subcontractor if the subcontractor:

- a. fails to comply with AS 08.18, Construction Contractors;
- b. files for bankruptcy or becomes insolvent;
- c. fails to execute a contract with the bidder involving performance of the work for which the subcontractor was listed and the bidder acted in good faith;
- d. fails to obtain bonding;
- e. fails to obtain insurance acceptable to the Owner;
- f. fails to perform the contract with the bidder involving work for which the subcontractor was listed;
- g. must be substituted in order for the prime contractor to satisfy required Owner federal affirmative action requirements;
- h. refuses to agree or abide with the bidder's labor agreement or;
- i. is determined by the Owner not to be a responsible subcontractor.

A bidder who attempts to circumvent the requirements of this section by listing as a subcontractor another contractor who, in turn, sublets the majority of the work required under the contract violates this section. If a contract is awarded to a bidder who violates this section, the Owner may:

- a. cancel the contract; or
- b. after notice and a hearing, assess a penalty on the bidder in an amount that does not exceed ten (10) percent of the value of the subcontractor at issue.

## **12. COMPARISONS AND EVALUATION OF BIDS**

This Invitation for Bid is prepared for a single general contract unless otherwise stated herein or on the Bid Form.

Before a bid is considered for award all bids will be compared and the lowest responsive and responsible bidder determined. The bidder may be requested by the Owner to supply information demonstrating the prospective contractors satisfactory record of timely performance, his ability and experience in performing comparable work, his business and technical organization, financial resources, plant available, and method of performing the Work, and whether he has ever been terminated on construction work. Failure of the bidder to promptly supply the information may be grounds for a determination of non-responsibility. All information supplied may not be disclosed without written consent of the bidder.

"Alaska Bidders" will be given a five (5) percent preference over non-resident bidders. An "Alaska Bidder" for purpose of bid award is a person who: a) holds a current Alaska Business License, b) submits a bid for goods or services under the name as appearing on his current Alaska Business License, c) has maintained a place of business within the state, staffed by the Bidder or an employee for a period of six months immediately preceding the date of his bid, d) is incorporated or qualified to do business under the laws of the state, e) if a proprietorship or partnership, all have to be resident, and f) if a joint venture, all ventures must qualify under a) through e).

Employment Program Preference: If a bidder qualifies as an "Alaska Bidder" and is offering services through an employment program as defined under AS.36.30.321 it will be given a fifteen (15) percent preference over a nonresident bidder.

Alaskans with Disabilities: If a Bidder qualifies as an Alaska Bidder and the Bidder is (1) a sole proprietorship owned by person with a disability, (2) a partnership where all partners have disabilities, (3) a limited liability corporation where all of the members have disabilities, or (4) a corporation wholly owned by individuals with disabilities, (5) a joint venture that is composed of ventures that qualify under (1)-(4), the Bidder is entitled to a ten (10) percent preference over other Alaska Bidders.

A Bidder may not claim more than one of the two disability related preferences listed above for the same bid. The State of Alaska Department of Labor and Workforce Development, Division of Vocational Rehabilitation maintains a list of qualified employment programs, and a list of individuals who qualify as persons with a disability. In order to claim either of these two preferences, the employment program or person must be on the respective list at the time the bid is opened, and a copy of a certification letter from the Division of Vocation Rehabilitation must be attached to the bid.

Alaska Veteran Preference: If a Bidder qualifies as an Alaska Bidder and the Bidder is a (1) sole proprietorship owned by an Alaska veteran, (2) a partnership where a majority of the partners are Alaska veterans, (3) a limited liability corporation where a majority of the members are Alaska veterans, or (4) a corporation wholly owned by individuals, and a majority of the individuals are Alaska veterans, the Bidder is entitled to a five (5) percent preference over other Alaska Bidders. The preference may not exceed \$5,000.

To qualify for the Employment Program, Disability or Veteran preferences in this section, a Bidder must add value by actually performing, controlling, managing, and supervising the services provided.

The University and regulations of the Department of Commerce provide a preference to be applied in the evaluation of a bid for the use of Alaska Products (AS.36.30.332), other than timber, lumber or manufactured lumber products, when Alaska Products are specified in an Invitation For Bid. When Alaska Products are specified for use in a project, the product and a quantity shall be stated on Alaska Products Preference Work Sheet (APPW) to the Bid Form. The quantity stated is an estimate used only in the evaluation of bids and may not necessarily be the exact quantity required. The bidder shall include in its bid the cost to provide, and shall provide the correct quantities under an awarded contract. A bid that designates the use of Alaska Products identified in the technical specifications and summarized on APPW and designated as Class I, Class II or Class III products as defined in the Procurement Code is decreased by the percentage of value, below, of the designated Alaska Product:

Class I product is given a three (3) percent preference  
Class II product is given a five (5) percent preference  
Class III product is given a seven (7) percent preference

Where non-brand named products are specified, Alaska Products may be used without approval prior to bid provided they meet the criteria and requirements of the project specifications. The owner will not review non-brand named products prior to bid; however they must be submitted for approval prior to use. The Bidder will be responsible for calculating the quantities and pricing required to complete the Alaska Products Worksheet, which must be submitted with its bid. If the preference, but its application, makes the bidder the apparent low bid and eventually the successful bidder, all other requirements for responsiveness, responsibility and specification compliance having been met, the Bidder shall provide the Owner, as it directs, evidence of the accuracy of its quantities and pricing. Allowing industry margins for waste cutting, if the Bidder's quantities and/or subsequent pricing are incorrect the imbalance shall be corrected, the preference reapplied and the bid reevaluated to determine the apparent low bid.

The bidder shall complete The Alaska Products Preference Work Sheet to the Bid Form and submit with its bid. Explanation and instruction for the bidders understanding and use are on the reverse side of the Work Sheet. Absence of APPW from the bid package will result in a determination that no Alaska Products preference is being claimed.

Notwithstanding the identification of an Alaska Product in the specifications of this project if the

bidder desires to have an Alaska Product considered as an equal the procedures under Article 4 of the Instruction to Bidders shall be followed. An "Alaska Product" is defined in AS 36.30. It has been investigated and certified by the Department of Commerce and appears in their publication "Alaska Product Preference List" which may be obtained from the Department of Commerce and Economic Development, PO Box D, Juneau, Alaska 99811.

It is the Owner's intention to award and construct the maximum facility for which funds are available. Alternate bids, if called for, are intended to provide the Owner a range of comparative costs, which will allow identification of the combination most responsive to the Owner's needs and available funds. The bidder must submit bid prices for all alternate bids. Except as otherwise herein stated an apparent low bidder will be identified, and award of the contract will be made on the basis of the base bid plus those alternate bids that the Owner in its sole discretion elects to accept after application of the "Alaska Bidders" preference and an Alaska Products preference.

**13. CANCELLATION OF SOLICITATION; REJECTION OF BIDS**

The Owner may cancel this solicitation if it determines that it no longer requires the construction, or it can no longer reasonably expect to fund the project, or that there need to be major design revisions. The Owner also reserves the right to waive minor or immaterial defects or irregularities in a bid, or to reject any and all bids.

**14. MISTAKE IN BID**

Where a bidder claims to have made a mistake, such a mistake must be called to the attention of the Owner and documented with proof of evidential value within five calendar days after opening of bids. If a bidder clearly and convincingly demonstrates that a mistake other than a minor informality was made the bidder may withdraw the bid and the bid bond shall be returned. However, if the mistake is attributable to an error in judgment, the bidder forfeits the bid bond or other bid security.

If the Owner determines that it has made a material mistake in the Invitation for Bid before the contract has been awarded, it may correct the error if it determines that no competitive harm would result, or it may cancel the solicitation.

**15. PERIOD FOR ACCEPTANCE OF BIDS**

The bids shall remain valid for at least sixty (60) days after the opening date for submission of bids except as otherwise specified elsewhere in this solicitation.

**16. AWARD OF CONTRACT**

The lowest responsive and responsible bidder will be issued a Notice-of-Award, if at all, within 30 calendar days after the opening of bids, or within such extended period of time as agreed in writing between the Owner, the bidder concerned, and its surety.

The use of the term "days" shall refer to calendar days unless otherwise specified. The time in which to act is computed by excluding the day of the act, event, or notice and including the last day. If the last day of the prescribed deadline or time period falls on a Saturday, Sunday or other holiday when the University is closed, the deadline or time period will be extended until the end of the next

day that the University is open for business.

**17. EXECUTION OF CONTRACT**

The contract must be signed by the bidder whose bid is identified as the apparent low bid and returned within ten (10) calendar days of the contractor's receipt of written Notice-of-Intent-to-Award-a-Contract, together with a payment bond and performance bond, on forms provided by the Owner and certificates of insurance showing the different types, coverage and limits as required. Notice-of-Intent-to-Award-a-Contract does not create any obligation of the Owner to make a formal award nor does it constitute a notice to proceed with any of the work. The Notice-of-Intent-to-Award may be issued simultaneously with identification of low apparent bidder for purposes of obtaining a subcontractors list. The time requirements and non-responsive consequences apply as stated under Bid Opening of these Instructions to Bidders.

**18. FAILURE TO EXECUTE CONTRACT**

If the bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required contract security and proof of insurance within the time specified, the Owner may declare the Bidder non-responsive and the amount of his bid security may be retained by the Owner as liquidated damages.

**19. ALASKA FOREST PRODUCTS PREFERENCE**

The Bidder is advised that whenever timber, lumber, and manufactured lumber products are required in this Project, only products originating in this State from local forests shall be used wherever practicable. Refer to the General Conditions for the complete Alaska Forest Products requirements under this Contract.

**20. PRE-BID CONFERENCE**

At a time and place called out in the Notice of Invitation for Bid or by special notice, a pre-bid conference may be held. All prospective bidders are invited to attend the conference.

Conferees will be invited to comment on the bid documents or to raise questions, which may require explanation. If deemed necessary by the Owner, an addendum to the bid documents will be issued reflecting conclusions resulting from the conference.

The Owner, the principal consultants, and the architects of the project, will attend the conference together with all interested bidders.

END OF INSTRUCTIONS TO BIDDERS

## BID FORM FOR LUMP SUM CONTRACT

**PLACE:** Anchorage, Alaska

**DATE:** \_\_\_\_\_

**PROJECT:** UAA (PROJECT NAME)

**PROJECT NO.:** XX-XXXX  
**BID NO.:** XX-XX  
**BUILDING NAME:** XXXXXXXXXX  
**BUILDING NUMBER:** XX 100

Bid of \_\_\_\_\_ (hereinafter called the **Bidder**), a corporation, organized and existing under the laws of the State of \_\_\_\_\_ a partnership, or an individual doing business as \_\_\_\_\_ to the University of Alaska, Anchorage, Alaska (hereinafter called the **Owner**).

- A. **Bidder**, in compliance with your invitation for bids for the construction of the Project indicated above, having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and for the price stated below.
- B. The **Bidder** hereby agrees to commence work under the Contract on a date to be specified in the written Notice of Award of the **Owner** and to fully complete the Project within the time stipulated in the Contract Documents. The **Bidder** further agrees to pay all applicable liquidated damages in the sums, as set forth in the Contract Documents.
- C. The **Bidder** acknowledges receipt of the following addenda:

ADDENDUM \_\_\_\_\_ DATE \_\_\_\_\_

Bidder: \_\_\_\_\_

**D. BASE BID AMOUNT:**

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(In Words) (In Figures)

**E. ADDITIVE/DEDUCTIVE ALTERNATES: NONE**

F. The **Bidder** understands that the **Owner** reserves the right to reject any or all bids and to waive any informality in the bidding.

Within Ten (10) days from date of written Notice-of-Intent-to-Award, the **Bidder** agrees to provide the required Insurance, Performance and Payment Bonds and execute the formal Agreement between **Owner** and Contractor. Bidder also agrees to provide a list of its subcontractors' names, addresses, specialty and Alaska Business License and Registration numbers by 5:00 P.M. on the fifth working day following receipt of written identification as APPARENT LOW BIDDER. Subcontractors must possess license and registration at time of bid opening.

G. THIS PROJECT IS SUBJECT TO THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS OF EXECUTIVE ORDERS 11246 AND 11625. THE BIDDER IS ADVISED THAT IN SIGNING THIS BID FORM HE IS MAKING CERTIFICATIONS REGARDING HIS EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. SEE GENERAL CONDITIONS ARTICLE 49.

H. The undersigned hereby indicates its election regarding the following preferences:

Alaska Bidder Preference	_____ Claims Preference
	_____ Does Not Claim Preference
Alaskans with Disabilities Preference	_____ Claims Preference
	_____ Does Not Claim Preference
Alaska Veteran Preference	_____ Claims Preference
	_____ Does Not Claim Preference
Employment Program Preference	_____ Claims Preference
	_____ Does Not Claim Preference

If no election is made it will be determined the **Bidder** does not claim the preference.



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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound onto \_\_\_\_\_  
\_\_\_\_\_ as Owner in the penal sum of  
\_\_\_\_\_ for the payment of which, well and  
truly to be made, we hereby jointly and severally, bind ourselves, our heirs, executors, administrators,  
successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain Bid, attached hereto and hereby made a part  
hereof, to enter into a contract in writing for the \_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the KM penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by the proper officers, the day and year set forth below.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

SEAL

By: \_\_\_\_\_

CONTRACT DOCUMENTS

UAA [PROJECT NAME]

PROJECT NO. ##-####

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PO# \_\_\_\_\_

**AGREEMENT  
Between  
OWNER  
And  
CONTRACTOR**

Date of Contract: \_\_\_\_\_

**THIS AGREEMENT** made by and between: **UNIVERSITY OF ALASKA**, Anchorage, Alaska, (hereinafter called "Owner"), and \_\_\_\_\_, (hereinafter called "Contractor").

The Owner and the Contractor agree as set forth below:

Article 1. Work

The Contractor shall perform all the Work required by the Contract Documents for the following project:

**UAA (PROJECT NAME)**  
**PROJECT NO.:** XX-XXXX  
**BID NO.:** XX-XX  
**BUILDING NAME:** XXXXXXXX  
**BUILDING NUMBER:** XX 100

It is agreed that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner or its assignee, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

Supply and installation of the entire Work as contained in the proposal submitted, (hereinafter called the "Work"), at a cost not to exceed the proposal price and to furnish all the materials, supplies, machinery, equipment, superintendents, labor, insurance, and other accessories and services necessary to complete said Work in accordance with the conditions stated in the Contract Documents.

Article 2. Time of Commencement and Completion

Contractor hereby agrees to commence Work under this Agreement on a date to be specified in a written "Notice-of-Award" from the Owner and to complete the Work within the time stated in the Special Conditions.

**The Contract Completion Date is: January 1, 201X**

Article 3. The Architect/Engineer for this project is:

(A&E Firm)  
(Address)  
Anchorage, Alaska 99501  
Telephone: 907-000-0000

Article 4. Contract Sum

The Owner shall pay the Contractor under provisions of the Contract Documents for the performance of the Work, subject to additions and deductions by change order as provided in the Contract conditions, in current funds, the Contract Sum of \_\_\_\_\_ (\_\_\_\_\_). The attached bid sheets form an integral part of this Agreement.

Article 5. Contract Documents

5.1 The Contract Documents consist of this Agreement and documents listed hereinafter, (hereinafter called "Contract Documents"), and all are incorporated herein by reference and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

Invitation for Bids  
Instructions to Bidders  
General Conditions  
Special Conditions  
University of Alaska Forms  
Laborers' and Mechanics' Minimum Rates of Pay  
Technical Specifications  
Addendum Numbers X, X  
Contractor's Bid Form  
Notice of Award

5.2 In the event that any provision of one Contract Document conflicts with a provision of any other Contract Document, the provision of that Contract Document first listed shall govern, except as otherwise specifically stated:

- a. This Agreement
- b. Exhibits, attachments, etc. incorporated herein by reference.
- c. Instructions to Bidders
- d. The Special Conditions
- e. Special written instructions to the Contractor, if any.
- f. The General Conditions
- g. Manufacturer's instructions with reference to approved materials.
- h. The Technical Specifications.
- i. The Contract Drawings

This Agreement and all covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor, respectively, and their partners, successors, assigns, and legal representatives.

Article 6. Progress and Final Payments

- 6.1 Payment shall be made to the Contractor by the Owner, or his assigns, based upon amount of the approved Contractor's estimate of Work completed and value of materials suitably stored on site up to last day of month less any retainer required by the Owner in accordance with General Conditions Article No. 35.
- 6.2 Final payment, constituting the final unpaid balance of the contract sum, including retainer, shall be paid by the Owner, or his assigns to the Contractor. Final payment shall be due to the Contractor within thirty (30) days after receipt of this Contractor's Work by the Owner.

Article 7. Miscellaneous

- 7.1 Any notice of communication which either party desires to give the other party which affects the contract sum of this Agreement shall be given in writing, and either shall be personally delivered to the other party's representative or deposited in the United States mail as registered mail with all postage prepaid, and if given by the Contractor to the Owner, then addressed as follows:

University of Alaska Anchorage  
Facilities Planning and Construction  
Attention: John Faunce, Director  
3890 University Lake Drive, Suite 110  
Anchorage, AK 99508-4669

Telephone: 907.786.4900  
Fax: 907.786.4901

uaa\_fpc@uaa.alaska.edu

If given by the Owner to the Contractor, then addressed as follows:

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement to be effective the day and year first above written.

\_\_\_\_\_, **Contractor**

**UNIVERSITY OF ALASKA, Owner**

All Required BOR Approvals obtained.

By: \_\_\_\_\_  
Name & Title

By: \_\_\_\_\_  
xxxxxxxxxx, Project Manager      Date  
UAA Facilities Planning & Construction

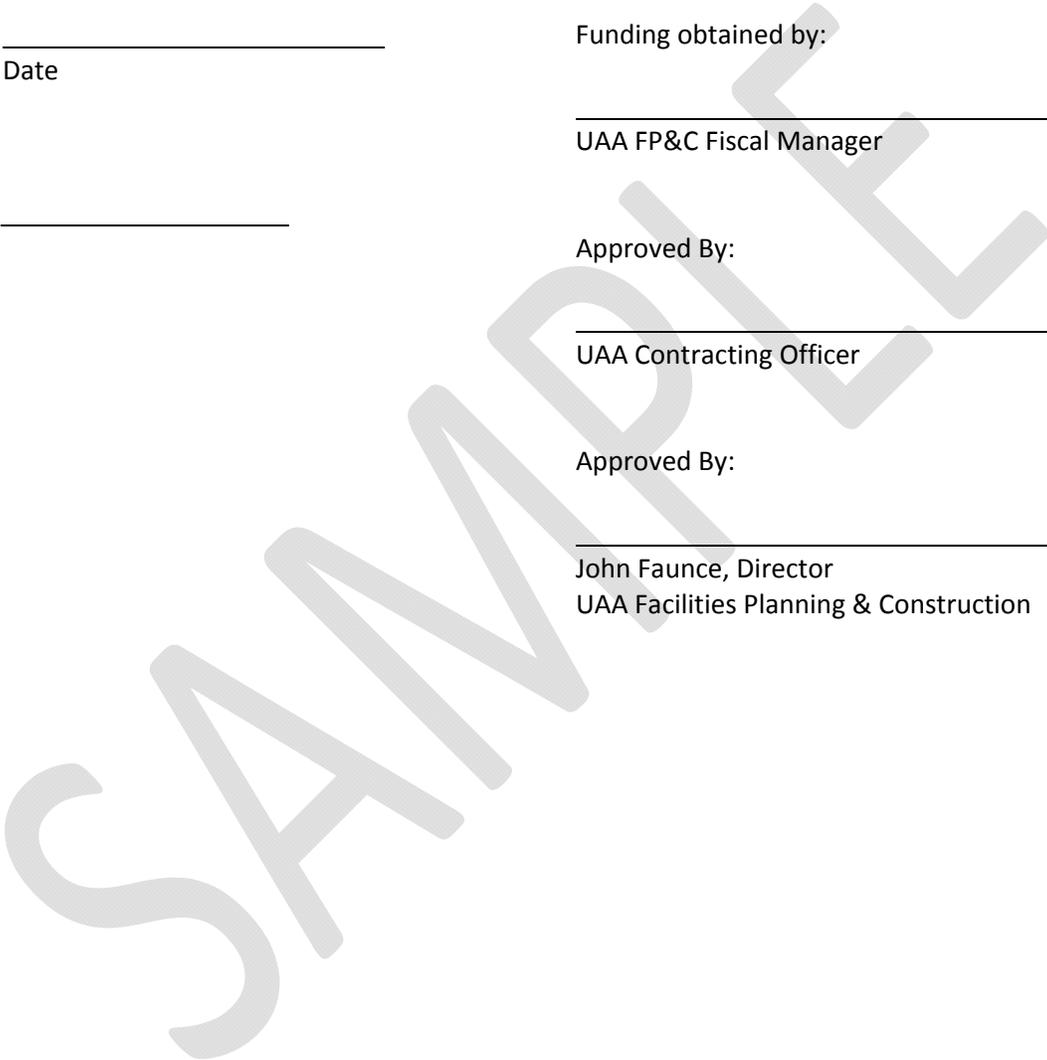
\_\_\_\_\_  
Date

Funding obtained by:  
\_\_\_\_\_  
UAA FP&C Fiscal Manager      Date

Tax ID: \_\_\_\_\_

Approved By:  
\_\_\_\_\_  
UAA Contracting Officer      Date

Approved By:  
\_\_\_\_\_  
John Faunce, Director      Date  
UAA Facilities Planning & Construction



**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we (1) \_\_\_\_\_ a (2) hereinafter called "Principal" and (3) \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety", are held and firmly bound onto (4) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in 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 and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

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NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings covenants, terms conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for 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 there under or the specifications accompanying the same shall in any way affect its obligation 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.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_ (5)

SEAL

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

By \_\_\_\_\_  
Attorney-in Fact

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of Bond must not be prior to date of Contract

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership, or an Individual, as case may be
- (3) Correct name of Surety
- (4) Correct name of Owner
- (5) If Contractor is Partnership, all partners should execute bond

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) \_\_\_\_\_ a (2) \_\_\_\_\_ and hereinafter called "Principal" and (3) \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called "Surety" are held and firmly bound on to (4) \_\_\_\_\_, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, as we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorization extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for 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 any way affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTEST:**

_____	_____
(Principal) Secretary	Principal
(SEAL)	By _____ (5)
_____	_____
Witness as to Principal	(Address)
_____	_____
(Address)	Surety

**ATTEST:**

_____	_____
(Surety) Secretary	Attorney-in Fact
(SEAL)	_____
_____	Address
Witness as to Surety	
_____	
Address	

NOTE: Date of Bond must not be prior to date of Contract.

- (1) correct name of Contractor
- (2) a Corporation, a Partnership, or an Individual, as case may be
- (3) correct name of Surety
- (4) correct name of Owner
- (5) if Contractor is Partnership, all partners should execute bond

# Alaska Product Preference Program

<http://commerce.alaska.gov/dnn/ded/dev/AlaskaProductPreferenceProgram.aspx>



INSTRUCTIONS FOR ALASKA PRODUCTS PREFERENCE WORKSHEET

Special Notice: All procurement, except those funded from Federal sources, shall contain Contract provisions for the preference of Alaska products. The products listed by the Bidder on this worksheet have been selected for the reference project from the "Alaska Products Preference List" which was in force 30 days prior to the advertisement date of this contract. Bidders may obtain a copy of the appropriate listing "Alaska Preference List" by contacting their local DCED office or writing: Dept. of Commerce & Economic Development, Alaska Products Preference Listing, P.O. Box D, Juneau, Alaska 99811.

BIDDERS INSTRUCTIONS:

- A. GENERAL: The contracting Agency may request documentation to support entries made on this form. False presentations may be subject to AS 36.30.687. All Bidders' entries must conform to the requirements covering bid preparations in general. Discrepancies in price extensions shall be resolved by multiplying the declared total value times the preference percentage and adjusting any resulting computation(s) accordingly.
- B. BASE BID (form completion)
- 1) Enter project name and number and bid number, the words "Base Bid" and the Contractor's name in the heading of each page as provided.
  - 2) The Bidder shall compare those candidate products appearing on the preference listing (see Special Notice comments above) against the requirements of the technical specifications appearing in the contract documents. If the Bidder determines that a candidate product can suitably meet the contract requirements, then that product may be included in the worksheet as follows:
  - 3) For each suitable product submitted under the "Base Bid" enter:
    - the product name, generic description and its corresponding technical specification section number under the heading "PRODUCT & SPECIFICATION REFERENCE",
    - the company name of the Alaska producer under the heading "MANUFACTURER", and
    - the product class (I, II, or III) and preference percentage (3, 5, or 7% respectively) under the Product Class (%).
  - 4) For each product appearing on the list and to be utilized by the CONTRACTOR enter:
    - under the heading "ESTIMATED QUANTITY". The bidders estimated quantity of the product
    - under the heading "UNIT PRICE", the manufacturer's quoted unit price of the products under the heading "TOTAL DECLARED VALUE" the extension of "Estimated Quantity" times the manufacturer's quoted "Unit Price",
    - (caution: this value is to be the manufacturer's quoted price at the place of origin and shall not include costs for freight, handling or miscellaneous charge of incorporating the product into the work,) and
    - the resulting preference - i.e. the preference percentage times the total declared value amount - under the heading "APPLIED PREFERENCE".
  - 5) Continue for all "suitable" base bid products. If the listing exceeds one page enter the words "SUB" in front of the work "TOTAL" and on the first entry line of the following pages enter "SUBTOTAL OF APPLIED PREFERENCE FROM PREVIOUS PAGE".
  - 6) On the final page of the listing enter "BASE BID PREFERENCE GRAND" immediately before the word "TOTAL".
  - 7) Total the entries in the "APPLIED PREFERENCE" column for each page by commencing at the first entry for that page. If a continuation page exists, ensure that the subtotal from the previous page is computed into the running total. Number pages as appropriate.
  - 8) Compute a Grand Total for the Base Bid Preference. Enter this amount on the final page of the worksheet. (Note: On formally bid contracts this amount should also be entered on the Bid Form. Submit worksheet(s) with the Bid.
- C. ALTERNATE BIDS (form completion)
- 1) Enter project name and number and bid number, the words "Alternate Bid #\_\_\_", and the Contractor's name in the heading of each page as provided.
  - 2) On the first entry line enter "ADDITIONAL ALASKA PRODUCTS FOR ALTERNATE BID #\_\_\_", and repeat procedures 2 through 5 under part B these Bidder's instruction except that references to "Base Bid" shall be replaced with the words "Alternate Bid #\_\_\_."
  - 3) Following the listing of all additional Alaska products enter the words "ADDITIONAL PRODUCTS PREFERENCE FOR ALTERNATE BID #\_\_\_ - SUBTOTAL" and enter a subtotal amount for all additional products as listed. Subtotal amount to be determined by adding all additional product entries in the "APPLIED PREFERENCE" column.
  - 4) Skip three lines and enter "LESS THE FOLLOWING NON-APPLICABLE ALASKA PRODUCTS".
  - 5) Beginning on the next line, enter the product name and manufacturer of each Alaska Product appearing on the "Base Bid" listing which would be deleted or reduced from the Project should the "Alternate Bid" be selected. Details of entry need only be sufficient to clearly reference the subject product. (i.e. "Prehung doors by Alaska Door Co., " in lieu of "Prehung Solid Core Wood Door, model "Super Door", Section 08210, by Alaska Door Co., Anchorage") Products being reduced shall specify the amount of the reduction. Should no products require deletion enter "None". When a product is listed as a "NONAPPLICABLE ALASKA PRODUCT" for this alternate bid and if under the basic bid the Bidder received a preference on this basic bid as a result of that product, then the applicable entries under the heading "TOTAL DECLARED VALUE" and "APPLIED PREFERENCE" (for each product and from the base bid listing) shall also be entered into the corresponding heading of this form. Where only a portion of the products has been deleted, the entry (which will differ from those on the base bid listing) may be "pro-rated" or as otherwise substantiated.
  - 6) Following the listing of all non-applicable Alaska products enter the words "NON APPLICABLE PRODUCTS PREFERENCE FROM BASE BID --SUBTOTAL" and enter a subtotal amount for all non-applicable products as listed. Subtotal amount to be determined by adding all non-applicable entries in the "APPLIED PREFERENCE" column.
  - 7) At the bottom of the final page enter the words "ALTERNATE BID" # \_\_\_ PREFERENCE GRAND" immediately before the work "TOTAL".
  - 8) Compute a grand total for the alternate bid preference (for alternate #\_\_\_) by subtracting the non-applicable product preference subtotal from the additional product preference subtotal. Enter on the final page. (Note: On formally bid contracts this amount should also be entered on the alternate bid form. Submit separate worksheet(s) with each alternate bid.

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## ALTERNATE BRAND REQUEST FOR CONSIDERATION

Facilities Planning and Construction  
3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99058-4669

University of Alaska Anchorage  
Instructions to Bidders Article 4  
General Condition Article 16

From: \_\_\_\_\_ Date: \_\_\_\_\_

Project: \_\_\_\_\_

We hereby submit for your consideration the following alternate brand product on the above project:

Section	Paragraph	Drawing No.	Specified Item
_____			

1. Proposed alternate brand: \_\_\_\_\_

2. Describe briefly the reason for the proposed alternate brand: \_\_\_\_\_  
\_\_\_\_\_

3. Attach complete technical data, including laboratory test, if applicable. Include complete information on changes to contract documents which proposed alternate brand requires for its proper installation. Submit with request all necessary samples and substantiating data to show equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. See Instruction To Bidders Article 4 and General Conditions Article 16 for additional information.

4. Fill in the blanks below:  
a. Does the alternate brand cause changes to the drawings? \_\_\_\_\_

If "yes", clearly indicate changes: \_\_\_\_\_  
\_\_\_\_\_

b. Will the undersigned pay for changes to the drawings, including engineering and detailing costs caused by the requested alternate brand?  
\_\_\_\_\_

(Answer "yes" or "no".)

c. What effect does the alternate brand have on other trades? \_\_\_\_\_  
\_\_\_\_\_

d. Differences between proposed alternate brand and specified item? \_\_\_\_\_  
\_\_\_\_\_

5. Manufacturer's guarantees of the proposed item(s) are attached:  
  
Explain the differences between guarantees of the proposed and specified item(s).  
\_\_\_\_\_  
\_\_\_\_\_

## ALTERNATE BRAND REQUEST FOR CONSIDERATION

6. Discuss how the function, appearance, and quality of the proposed alternate brand compares with the specified item.

---

I hereby certify that the foregoing statements are true and correct to the best of my knowledge:

---

Signature	Title	Date
-----------	-------	------

---

Firm or Company Name	Address	Telephone Number
----------------------	---------	------------------

Signature must be by person having authority to legally bind his firm to the above terms, 1 through 6, including attachments. Failure to provide legally binding signature will result in retraction of acceptance.

---

### For Use by Design Consultant

Accepted \_\_\_\_\_ Not Accepted \_\_\_\_\_ Accepted as Noted \_\_\_\_\_

Remarks:

---

---

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

---

### University of Alaska Anchorage

Received Too Late \_\_\_\_\_ Accepted \_\_\_\_\_ Not Accepted \_\_\_\_\_

Project Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

---

**END OF DOCUMENT**

**CERTIFICATE OF INSURANCE FOR ALL COVERAGES  
 UNIVERSITY OF ALASKA  
 FACILITIES PLANNING & CONSTRUCTION**

Northern Region 910Yukon Drive, Fairbanks, AK 99775	South Central Region 3890 University Lake Drive, Suite 110, Anchorage, AK 99508	Southeast Region PO Box 210049, Auke Bay, Alaska 99821
--	--	---

This is to certify that the policies listed in this certificate have been issued to the named insured by the insurer for the policy term and with the provisions designated herein and in compliance with the insurance and indemnification requirements of the contract.

Name of Address of the Insured	Name and Address of Agent:
Name and Address of Companies Affording Coverage Company Letter A	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the policies below, except as noted below.
Company Letter B	
Company Letter C	
Company Letter D	

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	All Limits in Thousands	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General <input type="checkbox"/> Premises – Operation <input type="checkbox"/> XCU <input type="checkbox"/> Broad From Property Damage <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Occurrence or <input type="checkbox"/> Claim Made <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Owner's/Contract's Protective Liability			General Aggregate Products-Comp/OpsAggregate Personal & Advertising Injury Each Occurrence Fire Damage (any one fire) Medical Expense (any one person)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned			CSL Bodily Injury (per person) Bodily Injury (per accident) Property Damage	
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form			Bodily Injury & Property Damages Combined	
	<b>WORKER'S COMPENSATION                      AND EMPLOYER'S LIABILITY</b> <input type="checkbox"/> All States Coverage			<u>Statutory</u> \$ _____ (each accident) \$ _____ (disease-policy limit) \$ _____ (disease-each employee)	
	<b>PROFESSIONAL LIABILITY                      (If Applicable)</b> <input type="checkbox"/> 3 years Extension of Coverage				
	<b>OTHER</b> <input type="checkbox"/> ARBR with Flood & Earthquake				

ADDITIONAL INSURED: The University of Alaska is an additional insured on all policies; except Professional Liability and Worker's Compensation. WAIVER OF SUBROGATION is granted for University of Alaska as respects General Liability, Auto Liability, and Worker's Compensation. All policies are in effect at this time and will not be cancelled, until after 30 days written notice has been given to the certificate holder named above, addressed to the appropriate region, to the attention of the Director, Facilities Project Services.

\_\_\_\_\_  
 Signed Authorized Representative

\_\_\_\_\_  
 Date

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### CERTIFICATE OF SUBSTANTIAL COMPLETION

Project Name: \_\_\_\_\_

Contract Authorization No: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

Owner: UNIVERSITY OF ALASKA  
FACILITIES PLANNING AND CONSTRUCTION  
3890 University Lake Drive, Suite 110  
Anchorage, AK 99508-4669

Project Shall Include:

\_\_\_\_\_

The work performed under this contract has been reviewed and found to be substantially complete. The date of Substantial Completion is hereby established as \_\_\_\_\_

#### DEFINITION OF DATE OF SUBSTANTIAL COMPLETION:

The date of substantial completion of the project is the date certified by the owner when the work is substantially complete, in accordance with, and defined in the contract documents.

A list of items to be completed or corrected, prepared by the owner and verified and amended by the architect is appended hereto. The failure to include any items or such list does not alter the responsibility of the contractor to complete the project in accordance with the contract documents.

Architect: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

The contractor will complete or correct the work on the list of items appended hereto within 30 days from the date of substantial completion.

Contractor: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

The responsibilities of the owner and the contractor for maintenance, heat, utilities, and insurance shall be as follows:

\_\_\_\_\_

In reliance upon the certification of the contractor and the architect, the owner hereby accepts the project as substantially complete. In accordance with the contract documents, the owner hereby elects,  NOT TO;  TO; assume occupancy at \_\_\_\_\_ PM (time) on \_\_\_\_\_ (date).

Owner: **UNIVERSITY OF ALASKA** By: \_\_\_\_\_ Date: \_\_\_\_\_

cc: Contractor's GGL & Property Insurance Carrier (no attachment)  
Vice Chancellor of Administration (with attachment)  
Director, Risk Management (no attachment)

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**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

---

Project: \_\_\_\_\_ No.: \_\_\_\_\_

TO: \_\_\_\_\_ Contract Date: \_\_\_\_\_

OWNER:  
University of Alaska  
Facilities Planning and Construction  
3890 University Lake Drive, Suite 110  
Anchorage, AK 99508-4669

CONTRACTOR:

---

In accordance with the provision of the Contract between Owner and the Contractor as indicated above,  
the

\_\_\_\_\_  
Surety Company

on bond of Contractor

HEREBY APPROVES OF THE FINAL PAYMENT to the Contractor, and agrees that final payment to  
the Contractor shall not relieve the Surety Company of any of its obligations to

UNIVERSITY OF ALASKA, OWNER

as set forth in the said Surety Company's bond. Surety expressly agrees that any and all valid claims of  
subcontractors and all persons supplying labor or materials to the project will be satisfied by Contractor or  
Surety in a timely manner.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this \_\_\_\_\_ day of  
\_\_\_\_\_, year \_\_\_\_\_.

\_\_\_\_\_  
Surety Company

Attest: \_\_\_\_\_

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

Title: \_\_\_\_\_

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<b>REQUEST FOR INFORMATION/CLARIFICATION</b>	
--	--

Project:

**Discipline:**

- |  |  |
|--|--|
| <input type="checkbox"/> Civil         | <input type="checkbox"/> Mechanical - HVAC     |
| <input type="checkbox"/> Landscape     | <input type="checkbox"/> Mechanical - Plumbing |
| <input type="checkbox"/> Structural    | <input type="checkbox"/> Electrical            |
| <input type="checkbox"/> Architectural | <input type="checkbox"/> Fire Protection       |
|  | <input type="checkbox"/> Laboratory            |

**References:**

Drawings:
Specifications:
Attachments:
May have schedule or cost impact <input type="checkbox"/>

Subject:

--

**Requested By:**

Date:

Sub/Supplier (name/company/phone):	Sub/Supplier RFI #:

**Owner Response.**

--

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

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UNIVERSITY OF ALASKA

**NOTICE OF WARRANTY DEFICIENCY**

NO. \_\_\_\_\_

A. TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: Director, Facilities Planning & Construction  
University of Alaska  
3890 University Lake Drive, Suite 110  
Anchorage, AK 99508-4669

DATE: \_\_\_\_\_

RE: \_\_\_\_\_

The deficiency described under Section B below (is) (is not) subject to remedy under \_\_\_\_\_  
\_\_\_\_\_ of the construction contract dated \_\_\_\_\_.

Please take immediate action to restore the deficient item to specification status. Return both copies of this notice with Section C completed as acknowledgement. Upon acceptance of the work performed, one copy will be returned to you.

By \_\_\_\_\_

\*\*\*\*\*

**DEFICIENCY REPORT**

B. LOCATION \_\_\_\_\_

Building \_\_\_\_\_ Floor \_\_\_\_\_ Room \_\_\_\_\_

EQUIPMENT \_\_\_\_\_ Description \_\_\_\_\_ Serial No. \_\_\_\_\_ Univ. No. \_\_\_\_\_

OTHER \_\_\_\_\_

DATE IF ACCEPTANCE \_\_\_\_\_

NATURE OF DEFICIENCY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reported by \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

**STATEMENT OF CORRECTIVE ACTION**

C. Notice Received By \_\_\_\_\_ Date \_\_\_\_\_

Deficiency Corrected \_\_\_\_\_

Other Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed \_\_\_\_\_  
For the Contractor \_\_\_\_\_ Date \_\_\_\_\_

Accepted \_\_\_\_\_  
For the University \_\_\_\_\_ Date \_\_\_\_\_

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2. Change Orders (list every executed Change Order issued to date of this request, even if no work has been completed to date.)						
No.	Date	Description	Additions to Contract Price			Deductions from Contract Price (enter as negative)
			Total	Completed to Date		
				%	Amount	
<b>TOTALS:</b>			(D)		(E)	(F)

Do not make entry or change formulas in shaded cells.

**3. Analysis of Adjusted Contract Amount to Date**

- a. Original contract amount (Total A)
- b. Plus: Additions scheduled (Total D)
- c. Less: Deductions scheduled (Total F)
- d. Adjusted contract amount to date (3a + 3b + 3c)

**4. Analysis of Work Performed**

- a. Cost of original contract work performed to date (Total B)
- b. Extra work performed to date (Total (E) + Total (F))
- c. Cost of work performed to date (4a + 4b)
- d. Less: Value of Owner-furnished materials [ Page 1, Item(s) No. \_\_\_\_\_ ]
- e. Add: Materials stored at close of this period (Attach detailed schedule)
- f. Total cost of work performed to date (4c - 4d + 4e)
- g. Less: Amount retained in accordance with contract terms (enter %) →
- h. Net amount earned on contract work to date (4f - 4g)
- i. Less: Amount of previous payments
- j. **BALANCE DUE THIS PAYMENT (4h - 4i)**

**5. Certification of Contractor**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the Contract account up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due This Payment" has been received, and that the undersigned and his/her subcontractors have - (check applicable line):

- a.  Complied with all of the labor provisions of said contract.
- b.  Complied with all of the labor provisions of said Contract except in those instances where an honest dispute exists with respect to said labor provisions. (If b. is checked, describe briefly the nature of the dispute.)

\_\_\_\_\_  
 Contractor  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Title

**6. Certification of Architect or Engineer - UAA Project Manager to Initial Selection Required \_\_\_\_\_ Not Required \_\_\_\_\_**

I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced Contract, and that partial payment claimed and requested by the Contractor is computed correctly on the basis of work performed and/or material supplied to date.

\_\_\_\_\_  
 Signature of Architect or Engineer

\_\_\_\_\_  
 Title



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**Facilities Planning  
 & Construction**  
 UNIVERSITY of ALASKA ANCHORAGE

**CONTRACT MODIFICATION PROPOSAL & ACCEPTANCE**  
 3890 University Lake Drive, Suite 110, Anchorage, AK 99508  
 907.786.4900 (v) - 907.786.4901 (f)

1. ISSUING AUTHORITY University of Alaska	2. PROJECT NO. XX-XXXX	3. MODIFICATION NO.: 01 PURCHASE ORDER NO.: ACTIVITY CODE:
4. TO: <Contractor Name> <Address>	5. PROJECT DESCRIPTION AND LOCATION: <Project Title> , Alaska	

6. A proposal is requested for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on Page 2, including detail breakdown of prime and subcontract costs (see General Conditions, Article 46, Price Adjustments). DO NOT start work under this proposed change until you receive a copy signed by the University of Alaska or a directive to proceed.

Date	XXXXXXX, Project Manager Name and Title	Signature
------	--	-----------

7. **DESCRIPTION OF CHANGE:** Pursuant to the article of this contract entitled "changes" the Contractor shall furnish all plant, labor and material, and perform all work necessary to accomplish the following described work:

**See Page 2 for Description of Change**

For the above change, the sum of **\$00,000.00** is hereby **ADDED OR DEDUCTED** to the total contract price. **The Contract Completion date, as a result of this modification, remains unchanged or will change to 12/31/2016.**

The Contractor hereby accepts the foregoing adjustment as a final and complete equitable adjustment in full accord and satisfaction of all past, present, and future liability originating under any article in the Contract by reason of the facts and circumstances giving rise to this Modification.

Except as hereby modified, all terms and conditions of said Contract as heretofore modified remain unchanged and in full force and effect.

<p><b>THE FOREGOING MODIFICATION(S) IS HEREBY ACCEPTED.</b></p> <p>CONTRACTOR:                  &lt;Contractor Name&gt;</p> <p>_____                  Signed by: &lt;Name &amp; Title&gt;</p> <p>_____                  Date</p>	All Required BOR Approvals Obtained _____ Date
	xxxxxxxxxxxxxx, Project Manager Funding Obtained By _____ Date
	FP&C Fiscal Manager <b>APPROVED BY</b> _____ Date
	UAA Contracting Officer _____ Date
	John Faunce, Director, FP&C _____ Date

<b>CONTRACT SUMMARY</b>		<b>CURRENT COMPLETION DATE:</b> <u>June 30, 2016</u>	
ORIGINAL CONTRACT SUM	\$ 0.00	PREVIOUS TOTAL	\$ 0.00
PREVIOUS ADDITIONS	\$ 0.00	THIS CHANGE (ADD)	\$ 0.00
PREVIOUS DEDUCTIONS	\$ 0.00	NEW CONTRACT TOTAL	\$ 0.00



**Facilities Planning  
& Construction**  
UNIVERSITY of ALASKA ANCHORAGE

CONTRACT MODIFICATION PROPOSAL & ACCEPTANCE

3890 University Lake Drive, Suite 110, Anchorage, AK 99508

Page 2

1. ISSUING AUTHORITY University of Alaska	2. CONTRACT XX-XXXX	3. MODIFICATION NO.: 01 PURCHASE ORDER NO.: 0 ACTIVITY CODE: 0
4. TO: <Contractor Name> <Address> 0	5. PROJECT LOCATION AND DESCRIPTION: <Project Title> , Alaska	

7. DESCRIPTION OF CHANGE: continued....

Sample

**RELEASE ON CONTRACT**  
**University of Alaska Anchorage**

WHEREAS, by the terms of a contract dated \_\_\_\_\_ entered into by the University of Alaska, and \_\_\_\_\_ for the construction of \_\_\_\_\_ it is provided that:

“Neither the final payment nor the remaining retained percentage shall become due until the Contractor shall provide the Owner (1) with a waiver and release of liens, on the forms provided by the Owner, executed by the Contractor...”

NOW THEREFORE, in consideration of the premises and the payment by the University of Alaska to the undersigned Contractor of the amounts due under the contract and any changes or modifications thereto, to wit, the sum of \_\_\_\_\_, the undersigned Contractor hereby releases and forever discharges the University of Alaska including its property, particularly that real property known as the \_\_\_\_\_ of the University of Alaska, of and from all manner of debts, dues and sum or sums of money, accounts, claims, and demands whatsoever, in Law and in equity, under or by virtue of said contract, and warrants good title to all material, supplies and equipment installed or incorporated in the project and all work delivered to the premises, together with all improvements and appurtenances constructed thereon by \_\_\_\_\_ to the University of Alaska free of any claims, liens or encumbrances and that neither the undersigned nor any person, firm or corporation furnishing material or labor for any work covered by this Contract has any right to a lien upon the premises nor improvement thereon.

IN WITNESS WHEREOF, the seal of the undersigned Contractor have been hereunto set this

\_\_\_\_\_ day of \_\_\_\_\_

year of \_\_\_\_\_, at \_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, say that I am the agent for

\_\_\_\_\_ and executed the foregoing under authority of said company to do so; that I have read the same, know the contents thereof, and the matters set forth therein are as I truly believe.

By \_\_\_\_\_

Subscribed and sworn to from before me this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, at

\_\_\_\_\_.

Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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## SUBSTITUTION REQUEST (After Award)

Facilities Planning & Construction  
3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99058-4669

University of Alaska Anchorage  
General Condition Article 16  
(907) 786-4900 (phone)  
(907) 786-4901 (fax)

---

From: \_\_\_\_\_ Date: \_\_\_\_\_

Project: \_\_\_\_\_

We hereby submit for your consideration the following product as a proposed substitution for the specified item on the referenced project. We understand that alternate brands, e.g. "or equal" products were to be submitted prior to bid and that this substitution request for award, if considered by the Owner, will be done so only to if it is deemed to be in its interest.

Submittal Item	Section	Paragraph	Specified Item
_____	_____	_____	_____

1. Proposed substitution: \_\_\_\_\_

2. Describe the reason for the proposed substitution: \_\_\_\_\_  
\_\_\_\_\_

3. Attach complete technical data, including laboratory test, if applicable. Include complete information on changes to contract documents which proposed substitution requires for its proper installation. Submit with request all necessary samples and substantiating data to verify equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. See Instruction To Bidders Article 4 and General Conditions Article 16 for additional information.

4. Fill in the blanks below:  
a. Does the substitution affect dimensions shown on the drawings? \_\_\_\_\_

If "yes", clearly indicate changes: \_\_\_\_\_  
\_\_\_\_\_

b. Will the undersigned pay for changes to the project, including design, engineering and detailing costs resulting from the requested substitution?

(Answer "yes" or "no".)

c. What effect does the alternate brand have on other trades? \_\_\_\_\_  
\_\_\_\_\_

d. Differences between proposed alternate brand and specified item? \_\_\_\_\_  
\_\_\_\_\_

## SUBSTITUTION REQUEST

5. Credit for proposed substitution, if any: \_\_\_\_\_  
a. Attach letter of explanation discussing quality and credit issues.

I hereby certify that the foregoing statements are true and correct to the best of my knowledge:

Signature	Title	Date
Firm or Company Name	Address	Telephone Number

Signature must be by person having authority to legally bind his firm to the above terms. Failure to provide legally binding signature will result in retraction of acceptance.

### For Use by Design Consultant

Objection \_\_\_\_\_ No Objection

Remarks:

---

---

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

### University of Alaska Anchorage

Accepted \_\_\_\_\_ Not Accepted

Remarks:

---

---

Project Manager's Signature \_\_\_\_\_ Date \_\_\_\_\_

END OF DOCUMENT

### SUBMITTAL SUMMARY SHEET

University of Alaska Anchorage

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

Building Name: \_\_\_\_\_

Building Number: \_\_\_\_\_

1. Item No.: \_\_\_\_\_
2. Specification Section/Drawing No./Detail No.: \_\_\_\_\_
3. Name of Item/Drawing Equipment No.: \_\_\_\_\_
4. Manufacturer/Model No.: \_\_\_\_\_
5. Use/Location: \_\_\_\_\_
6. Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Subcontractor: \_\_\_\_\_  
\_\_\_\_\_
8. Provider(s) of warranty service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Proposed deviation from the contract documents:<sup>1</sup> \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Other contractor comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR REVIEW:**

Contractor: \_\_\_\_\_

(Name)

Reviewed By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup>Entry must be made; if "none," so note.

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**TRANSMITTAL OF SUBMITTALS**

DATE: \_\_\_\_\_

SUBMITTAL NO.: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_ This is a new submittal

\_\_\_\_ This is a re-submittal

Facilities Planning & Construction  
 3890 University Lake Drive, Suite 110  
 Anchorage, AK 99508-4669

From: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Item Number	Description of Item Submitted	Number of Copies	Contract Reference Document	
			Spec Paragraph	Drawing Sheet #

- \_\_\_\_ DISAPPROVED
- \_\_\_\_ APPROVED
- \_\_\_\_ APPROVED AS NOTED
- \_\_\_\_ RESUBMIT

Approved is for general design and arrangement only. Not checked for quality, dimension or fit.

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**University of Alaska Anchorage  
 Facilities Planning & Construction**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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**UNIVERSITY OF ALASKA ANCHORAGE**  
**WAIVER OF LIEN RIGHTS AND INDEMNIFICATION**  
**GENERAL CONTRACTORS**

The undersigned hereby waives and releases any and all liens or lien rights which the undersigned may have against the University of Alaska or its property, particularly that real property known as the \_\_\_\_\_ of the University of Alaska as a result and for all labor, services, materials and good provided, furnished, performed, installed, given, or delivered to, or in relation to the construction of the project known as \_\_\_\_\_, and the undersigned hereby acknowledge receipt for payment in full thereof.

The undersigned further covenants that all labor, services, materials and good provided, furnished, performed, installed, given or delivered by or through the undersigned for said project have been paid in full. Should any one supplying labor, service materials, or goods through the undersigned for said project agrees to hold the University of Alaska harmless with regard thereto and to indemnify the University of Alaska for any expenses or inconvenience incurred by the University with respect thereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_ at

\_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, say that I am the agent for

\_\_\_\_\_ and executed the foregoing under authority of said company to do so; that I have read the same, known the contents thereof, and the matters set forth therein are as I truly believe.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, year of

\_\_\_\_\_, at \_\_\_\_\_

Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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**UNIVERSITY OF ALASKA ANCHORAGE**  
**WAIVER OF LIEN RIGHTS AND INDEMNIFICATION**

**Subcontractors and Material Suppliers**

The undersigned hereby waives and releases any and all liens or lien rights which the undersigned may have against the University of Alaska or its property, particularly that real property known as the \_\_\_\_\_ of the University of Alaska as a result and for all labor, services, materials and good provided, furnished, performed, installed, given, or delivered to, or in relation to the construction of the project known as \_\_\_\_\_, and the undersigned hereby acknowledge receipt for payment in full thereof.

The undersigned further covenants that all labor, services, materials and good provided, furnished, performed, installed, given or delivered by or through the undersigned for said project have been paid in full. Should any one supplying labor, service materials, or goods through the undersigned for said project agrees to hold the University of Alaska harmless with regard thereto and to indemnify the University of Alaska for any expenses or inconvenience incurred by the University with respect thereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_ at

\_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, say that I am the agent for

\_\_\_\_\_ and executed the foregoing under authority of said company to do so; that I have read the same, known the contents thereof, and the matters set forth therein are as I truly believe.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

year of \_\_\_\_\_, at \_\_\_\_\_

Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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 **Facilities Planning  
& Construction**  
UNIVERSITY of ALASKA ANCHORAGE  
**O & M DATA SHEET**

PROJECT: \_\_\_\_\_

Project No.: \_\_\_\_\_

Bid No.: \_\_\_\_\_

Building Name: \_\_\_\_\_

Building Number: \_\_\_\_\_

1. Item No.: \_\_\_\_\_
2. Specification Section/Drawing No./Detail No.: \_\_\_\_\_
3. Name of Item/Drawing Equipment No.: \_\_\_\_\_
4. Manufacturer/Model No.: \_\_\_\_\_
5. Use and Location:<sup>1</sup> \_\_\_\_\_
6. Size/Capacity: \_\_\_\_\_
7. Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Source of Spare Parts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Provider(s) of warranty service: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Subcontractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Other contractor comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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CONTRACTOR REVIEW: Contractor: \_\_\_\_\_

(Name)

Reviewed By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup>This information must be provided for all items. Be as specific as possible.

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Form **W-9**  
(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
			-			-			

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
			-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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# GENERAL & SPECIAL CONDITIONS

UAA [PROJECT NAME]

PROJECT NO. ##-####

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## GENERAL CONDITIONS

<u>CLAUSE</u>	<u>TITLE</u>
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### DEFINITIONS, ETC.

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## GENERAL CONDITIONS

### 1. Definitions

The following terms as used in this work are defined as follows:

- a. "Owner": The University of Alaska, its Board of Regents, the President of the University of Alaska, and its employees, officers and agents.
- b. "Substantial Completion" or "Substantially Complete": Work has progressed to the point where, in the opinion of the Owner and as evidenced by its Certificate of Substantial Completion, the Work is sufficiently complete in accordance with the Contract so that the Work can be utilized for all of the purposes for which it was intended. Irrespective of other Work, Substantial Completion cannot be obtained until architectural finishes, electrical, mechanical, and life-safety systems are in place, balanced, and tested for proper operation.
- c. "Beneficial Occupancy": Use by the Owner at Owner's option of all or any part of the premises where the Work is being done. The Work may or may not be Substantially Complete.
- d. "Chief Procurement Officer for Construction": The Chief Procurement Officer for the University of Alaska.
- e. "Contracting Officer": The Owner's representative/procurement officer responsible for administration of construction contracts.
- f. "Contract Documents": The Agreement and the documents referenced in the Agreement Between Owner and Contractor, including but not limited to the Project Manual consisting of the Instructions to Bidders, the Special Conditions, if any, the Special Instructions to Contractors, if any, these General Conditions, the Laborer's and Mechanics' Minimum Rates of Pay, the manufacturers' instructions with reference to approved materials, the Technical Specifications, and the Contract Drawings, and including the Notice-of-Intent-to-Award Contract Letter, and all addenda to all of the forgoing.
- g. "Contract or Project Manager": The person designated by the Contracting Officer as the Owner's representative for this contract, responsible for the day-to-day coordination between the Owner and the Contractor.
- h. "Contract": The Agreement between Owner and Contractor and the Contract Documents.
- i. "Architect or Engineer or A/E": The design consultant of the Owner. Any reference to architect, engineer, inspector, or A/E within this contract shall mean the Owner.
- j. "Contractor": The person, firm, or corporation contractually responsible to the Owner to provide the services called for by this contract. Such entity may also be referred to as Managing General Contractor, General Contractor, or Prime Contractor.
- k. "Subcontractor": A person, firm, or corporation that provides a portion of the responsibility of the Contractor in connection with this contract.
- l. "Project": The total finished product of which the Work required by the Contract may be all or part and which may include construction by other contractors.
- m. "Work": The construction and/or services required by the Contract, whether partially or totally complete, including all labor, materials, equipment, and services provided or to be provided by the Contractor under the Contract, together with the means as determined by the Contractor to achieve the finished product. The Work specifically includes all necessary clean-up activities set forth in Clause 21 hereof. The Work may constitute all or a part of the Project.
- n. "Furnish": Supply and deliver to the project including the cost to supply and deliver.
- o. "Install": Build into the Work, ready to use in a complete, finished, and operable system, including the cost to install.

- p. "Provide": Furnish and install for a complete, finished, and operable system.
- q. "Shop Drawings, Setting Drawings, Manufacturer's Printed Information and Submittal (collectively known as "Submittals")": The Contractor's information consisting of drawings, catalogs, illustrations, calculations, and other data delivered to the Owner for the purpose of assuring the Owner, prior to execution of that part of the Work, that in the Owner's sole discretion, the prescriptive element, component, subsystem, or service to be provided conforms with the Contract. The Contractor is responsible to the Owner for the accuracy and completeness of the Submittals.
- r. "Reasonable Cost": A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business.
- s. "Direct Cost": A direct cost is any cost that can be identified specifically with a particular final cost objective, i.e., with this Contract, or an item of extra Work, or change order under the Contract.
- t. "Indirect Cost": An indirect cost, collectively called overhead, is any cost not directly identified with a single, final cost objective, but identified with two or more final cost objectives or an intermediate cost objective.
- u. "Days": Calendar days unless otherwise noted.

## **2. Reference Standards**

- a. When standards of the Federal Government, the State, trade societies, or trade associations are referred to in the Contract Documents by specific date of issue, these shall be considered part of the Contract. When such references do not bear a date of issue, the current published edition, including supplements thereto at date of first invitation to bid, shall be considered as part of this Contract unless otherwise specified.
- b. Codes and Standards. The latest editions of the following codes and standards except as modified by 13 Alaska Administrative Code, Chapters 50 and 55 (13 AAC 50 & 55) shall be adhered to:

All applicable Federal, State, and Local Codes  
International Building Code (ICBO)  
International Mechanical Code (ICBO)  
Uniform Plumbing Code  
National Electrical Code  
International Fire Code (ICBO)  
National Fire Codes, Vols. 1 through 16  
Alaska Fire Safety Code  
Alaska General Safety Code, Vols. I, II, III

Publications of the following industry institutes and associations shall be used as minimal standards where applicable and shall not be contravened without prior written approval from the Owner:

American Iron and Steel Institute  
American Institute for Steel Construction  
American Society for Testing and Materials  
American Welding Society  
National Fire Protection Association  
Portland Cement Association  
National Board of Fire Underwriters  
National Electrical Manufacturers' Association  
Underwriters Laboratory Standards for Safety

## **3. Owner Authority**

As provided in the Contract or by subsequent written instructions, the Owner shall give all orders and directions contemplated under this Contract. The Owner may determine the amount, quality, acceptability, and fitness of the several kinds of work and materials that are to be paid for under this Contract.

#### **4. Time for Completion and Liquidated Damages**

By executing the Agreement, the Contractor represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the Work to be done pursuant to this contract are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the "Notice-of-Award".

The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as shall insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner that the time for completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the severe weather, severe shipping problems, and unusual industrial conditions affecting the project locally. If the Contractor shall neglect, fail, or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part of the consideration for awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as a liquidated damage for such breach of contract as herein set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated for completing the Work. Said liquidated damage amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain; said liquidated damage amount is agreed to be the amount of damages which the Owner would sustain and said amount may be retained from time to time by the Owner from current periodical payment estimates.

It is further agreed that time is of the essence of each and every portion of this Contract wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that, the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault; and the Contractor's reasons for the time extension are acceptable to the Owner. Provided further that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

- a. To any preference, priority, or allocation order duly issued by the United States Government.
- b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of God, acts of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- c. To delays of subcontractors occasioned by any of the clauses specified in Subsections a. and b. of this Clause.

And provided further that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Owner in writing of the causes of the delay and the time it believes to have been necessitated by the delay. The Owner then shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

#### **5. Notice and Service Thereof**

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is deposited in the United States Mail, postage prepaid, to the said Contractor at his address as shown in the agreement or delivered in person to said Contractor or his authorized representative on the work.

#### **6. Land and Rights-of-Way**

Prior to the start of construction and except as required under Clause 14, the Owner shall obtain all lands and right-of-ways necessary for carrying out and completing the Work pursuant to this Contract.

**7. Asbestos**

The Work of this project has been reviewed to determine the presence of asbestos and/or asbestos containing material (ACM) and if present whether they pose an asbestos health hazard. This information, if appropriate, may be found in the Technical Specifications or on the drawings. However, owing to the nature of the Work, the presence of asbestos or ACM may not be discovered until the Contractor begins its Work. The Contractor should be alert to suspecting asbestos or ACM when unfamiliar materials or insulation are encountered in any demolition, rehabilitation or maintenance on the Project.

The Contract may identify asbestos or ACM and make its removal and disposal the responsibility of this Contractor or it may identify asbestos or ACM the Contractor is to avoid. If asbestos or ACM is disturbed or the Contractor suspects it has encountered such material it shall immediately stop work in the area, order all persons out and notify the Owner of the hazardous or suspected hazardous materials.

The Owner upon receipt of notification shall cause an investigation to be conducted and shall make such tests as are necessary to determine whether such material exists and if so whether the asbestos or ACM poses a health hazard. The Owner may ask the Contractor to revise its schedule or issue a change modifying the Work. An adjustment in the Contract shall be made for any additions or deletions to the Work. However, the Contractor shall not be entitled to any costs in addition to the Contract from any delay or subsequent extension of time from any act, omission or Work under this clause.

The Contractor shall provide the appropriate safeguards in order to avoid disturbing asbestos or ACM when warned and for the protection its employees. The Contractor shall be liable for all costs resulting from its negligence in fulfilling its responsibilities under this clause.

**8. Pre-Construction Conference**

Subsequent to Notice-of-Award and prior to beginning on-site Work, the Owner will convene a meeting of the parties to the Contract. The purpose of this meeting is to initiate personal contact among the parties' representatives and establish coordination procedures. Other items of interest may be raised at this meeting. The time of the meeting will be mutually agreed upon by the parties.

**9. Progress Meetings**

The Owner will conduct a job-site meeting a minimum of once each month unless otherwise stated in the Special Conditions. The Contractor and such subcontractors as the Contractor may require shall attend. The purpose of these meetings is to review the progress of the Work and arrive at solutions to such problems as may have been encountered.

**10. Assignments**

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without the prior written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed 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 for the services rendered or materials supplied for the performance of the Work called for in this Contract.

**11. Contract Security**

- a. Within ten (10) days of the receipt of written Notice-of-Intent-To-Award, the Contractor shall furnish a Performance Bond on a form provided by the Owner in an amount at least equal to one hundred percent (100%) of the Contract sum as security for the faithful performance of this Contract and also a Payment Bond in an amount of one hundred percent (100%) of the Contract sum. Said surety shall be licensed to do business in the State of Alaska and shall be listed as a surety acceptable on federal bonds by the U.S. Department of the Treasury in Treasury Circular 570. Each bond must meet federal Miller Act requirements and must be approved by the Owner.

- b. If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties then upon the Performance or Payment bonds or the surety fails to furnish reports on its financial condition as required by the Owner, the Contractor shall, at the Contractor's sole expense, within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. No further periodic payments to Contractor shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.
- c. In addition, the Contractor shall promptly furnish additional security required to protect the Owner and persons supplying labor or materials under this Contract if the Contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer.

## **12. Indemnification**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance of the Work, whether the same arises before or after completion of the Contractor's operations or expiration of this Agreement, except for damage, loss, or injury resulting from the Owner's sole negligence or intent to cause property damage or personal injury. The indemnification obligation set forth herein shall not be limited by compensation, damages, or benefits payable by or under the Alaska Workers' Compensation Acts or similar acts.

## **13. Insurance (Revised 9/06)**

- a. Without limiting its indemnification, it is agreed that the Contractor shall purchase at its own expense, and maintain in force at all times during the performance of services under this Contract, the insurance and endorsements required under this clause and shall present to the Owner proof of such insurance and endorsements prior to commencing work. The Contractor shall furnish Owner with a Certificate of Insurance with a copy of the declarations page and the required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. All endorsements shall reference the policy and this Contract. The "University of Alaska" is to be identified on all certificates and endorsements. The Contractor agrees, to the extent and in the manner required by the Owner, to submit for the approval of the Owner, copies of any insurance policies maintained by the contractor specified in connection with the performance of this contract. All insurance must be issued by companies admitted to do business in the State of Alaska and have a rating in A.M. Best of A-, Class VII or better. Failure to furnish satisfactory evidence of insurance, lapse of a policy, or inadequate limits, is a material breach and grounds for termination of this contract. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

If Contractor fails to maintain the insurance as set forth herein, Owner shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

- b. Subcontractors:

The Contractor, following award, shall cause each Subcontractor or Sub-subcontractor, prior to commencing work on site, to provide the insurance required under this Contract with the exception of Builders Risk Insurance, and to submit proof of insurance to the Owner. All Subcontractors and Sub-subcontractors are required to add the Owner as an additional insured to all policies, with the exception of workers' compensation. All Subcontractors and Sub-subcontractors are to waive subrogation against the Owner on all policies. Limits for Subcontractors and Sub-subcontractors Commercial General Liability insurance shall be a minimum of \$1,000,000 (one million) per occurrence and \$2,000,000 (two million) aggregate, unless otherwise stated in the Special Conditions, notwithstanding paragraph 13.f.2.

c. Notice Period for Proof of Insurance, Change, Cancellation, or Non-Renewal:

Certificates of Insurance, on a form acceptable to the Owner, must be furnished to the Owner within ten (10) days of receipt of the Notice-of-Intent-to-Award. Contractor will endeavor to provide thirty (30) days prior written notice to the Owner if coverage is suspended, voided, cancelled by either party, reduced in coverage, reduced in limits below minimum required limits, or non-renewed.

d. Limits:

All insurance limits are minimum. If the Contractor's, Subcontractors', or Sub-subcontractors' policies contain higher limits, the Owner shall be entitled to coverage to the extent of such higher limits. Limits may be a combination of primary and excess (umbrella) policies. If, during any time that insurance is to remain in effect under this Contract, the minimum limits required by this contract are reduced by Claims or for any other reason, it will be the responsibility of the Contractor, Subcontractors, or Sub-subcontractors, at their own expense, to reinstate said limits to comply with the minimum requirements and shall furnish to Owner a new certificate of insurance showing such coverage is in force.

e. Insurance Required:

1. Workers' Compensation and Employers Liability Insurance: Contractor shall maintain workers' compensation and employer liability insurance as required by any applicable law or regulation. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or Claims. Contractor waives all rights against the Owner for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
2. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance with a limit not less than \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate not excluding premises, operations, independent contractors, personal/advertising injury, products-completed operations, liability assumed under an insured contract (including defense costs and the tort liability of another assumed in a business contract). The Owner shall be included as an additional insured under the CGL and under the commercial umbrella, if any, to include coverage for Owner with respect to liability arising out of the completed operations of Contractor, and which, for projects greater than \$5,000,000 (five million), coverage shall be maintained in effect for the benefit of Owner for a period of two years following the completion of the work. Coverage is to apply on a primary basis in relation to the University's own insurance or self-insurance, which are to be non-contributing. The status of Owner as an insured under a CGL obtained in compliance with this contract shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from a site owned or occupied by or rented or loaned to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage. The policy must provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause. Contractor waives all rights against Owner for recovery of damages to the extent these damages are covered by the CGL or umbrella liability insurance maintained pursuant to this Contract. Contractor will provide a waiver of subrogation under the CGL policy.

3. Business Auto Coverage: Contractor is required to maintain automobile liability insurance with a limit of not less than \$500,000 per occurrence bodily injury and property damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on standard ISO forms from 1990 editions forward, or a substitute form providing equivalent liability coverage. If such coverage is not provided in the base policy, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. Contractor waives all rights against the Owner for recovery of damages to the extent these damages are covered by the auto or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. The Owner shall be included as an additional insured. Contractor will provide a waiver of subrogation under the Business Auto policy.
4. Builders Risk: The Contractor shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum, subject to subsequent modifications of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name as additional insureds the Owner and all Subcontractors and Sub-subcontractors in the work. The insurance shall cover the entire work at the site including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, portions of the work in transit, and shall include the value of any Owner-furnished materials. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation. The builders risk insurance shall be written to cover all risks of physical loss except those specifically excluded in the policy, and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, and collapse. Quake and/or flood coverage may be required, per Special Conditions. Any deductible applicable to the insurance shall be identified in the contract documents and the responsibility for paying the part of any loss not covered because of the operation of such deductible shall be borne by the Contractor. The builders risk insurance shall be maintained in effect, unless otherwise provided for in the contract documents, until the earliest of the following dates:
  - a) The date on which all persons and organization who are insureds under the policy agree in writing that it is terminated;
  - b) the date on which final payment of this contract has been made;
  - c) the date on which the insurable interests in the property of all insureds other than Owner have ceased.

If Owner is damaged by the failure of Contractor to maintain insurance as required in this section, then Contractor shall bear all reasonable costs properly attributable to that failure. Owner and Contractor waive all rights against each other and each of the Subcontractors, Sub-subcontractors, officers, directors, agents, and employees, for recovery for damages caused by fire and other perils to the extent covered by builders risk insurance or any other property insurance applicable to the work. The policy shall specifically permit partial or beneficial occupancy at or prior to Substantial Completion or final acceptance of the entire Work.

#### **14. Permits, Regulations, and Surveys**

- a. The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this contract and completion of the work pursuant hereto. The Contractor agrees to defend, indemnify, and hold harmless the Owner against liability, including all costs, for infringement upon any United States patent arising out of performing this Contract.

- b. Contractor shall adhere to all applicable federal, state, and local laws and regulations relating to the performance of the Work, the protection of adjacent property, and the erection or maintenance of passageways, guard fences, or other protective facilities. Contractor shall adhere to all University of Alaska BOR and SW Policies and Regulations to the extent they apply to the public generally, including, but not limited to, speed limits, prohibition of firearms on campus, and prohibitions on use of alcohol or drugs on university property.
- c. Except for the vertical and horizontal control shown on the Contract Documents as existing, no surveys or control stakes will be furnished by the Owner. All surveys required to locate the Work according to the Contract Documents shall be performed and paid by the General Contractor.

**15. Project Schedule, Contract Price, and Bid Breakdown**

Twenty-one (21) days prior to the date of submittal of the first periodic estimate for partial payment and in no event later than forty-five (45) days after receipt of the Notice-of-Award, whichever date occurs first, the Contractor shall deliver to the Owner for its review:

- a. Provide an itemized listing of the Work according to the various sections under each division, the value of each, and the proposed dates of commencement and completion of each. Within the time stated above, the Contractor shall submit two copies of a detailed arrow diagram which shall be of the customary activity-on-arrow type, describing the activities to be accomplished in the Project, their dependency relationships with the critical path generally plotted along the center of the network diagram, including two copies each of tabulated schedules, one showing the activities with the information below and one indicating the proposed estimated completed value of the Work at intervals coinciding with the monthly periodic payment request dates. The estimated monthly completed value of the Work shall be updated each month and submitted with the periodic payment request. Costs associated with on-site preparatory work (start-up or set-up costs) will be prorated over all Work activities. Separate payment for on-site preparatory costs will not be made by the Owner.
- b. Provide a practicable schedule using the subdivisions of Work listed for (a) above showing the order in which the Contractor proposes to carry on the Work, the date on which it will start the several salient features, and the contemplated dates for completing same. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of the Work scheduled for completion at any time. If the Contractor fails to submit a construction schedule within the time herein prescribed or revise the schedule as herein provided, the Owner may withhold approval of the periodic payment. In addition to construction activities, the progress chart shall include the submittal and approval of materials and Submittals, the procurement of critical materials and equipment, adjusting or testing subsystems, fabrication of special materials and equipment and their installation and testing. All activities of the Owner that affect progress including Owner instructions, Record Drawings, and Contract dates for beginning and completion of all parts of the Work will be shown. The selection and number of total activities under a. and b. shall be subject to the Owner's approval. Even though the Owner may review and approve a schedule prepared by the Contractor, the Owner in no way warrants or opines that the schedule as approved is reasonable, nor does the Owner assume any responsibility whatsoever in connection with the Contractor's schedule. The Contractor is solely responsible for all aspects of the schedule.
- c. The value of the activities employed in the schedule will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to, or deductions from, the Contract sum. Neither shall Work represented in making up any schedule be construed as complete or acceptable when its respective value is paid in a periodic payment, nor shall payment constitute waiver of defects.
- d. A condensed tabulation of the activities summarizing the costs in the schedule under b. above shall be provided. The value of the activities in the summary network when approved shall constitute the bid breakdown and shall appear on the Owner's Periodic Estimate for Partial Payment Form. A tabulation shall also be presented showing the summary activities, and the proposed estimated completed value of the Work at intervals coinciding with the monthly periodic requests for partial payment for the entire term of the Contract.

- e. A monthly update of the information requested in paragraphs a. and b. above, beginning the second month after Notice-of-Award and continuing until acceptance of the Work. The monthly update shall be submitted with the Contractor's Periodic Estimate for Partial Payment, but in no event, later than the fifth of each month while the Work is in progress. The monthly update shall be revised to show Work complete and a revised order of completion of activities, if appropriate, through Project completion including any effect approved changes will have on the scheduling of the remainder of the Work. Failure to provide the monthly update will be cause to withhold partial payment.
- f. If, in the opinion of the Owner, the Contractor falls behind its most current schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Owner, without additional cost to the Owner. Failure of the Contractor to comply with the requirements of the Owner under this Clause shall be grounds for a determination by the Owner that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of this Contract.
- g. Although the Contractor is required herein to submit a schedule based upon a completion date as stated in this Contract and not sooner, the Contractor may submit a schedule for early completion provided the schedule is realistic and the Owners activities and milestones are met; however, the Contractor agrees, when electing an early completion schedule, that the Owner will not be liable for damages of any kind for whatever reason including delay if the Contractor is not able to meet its earlier completion date and that all it will be entitled to is additional time, if appropriate. Permission to present a schedule with an earlier completion date does not change the Contract completion date, or time, at award, except as amended by modification to the Contract.

#### **16. Alternate Brands/Substitutions**

- a. **ALTERNATE BRANDS:** Whenever a material, article, or piece of equipment or system is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a minimum standard. Unless otherwise noted, alternate brands of any material, article, equipment, or system of other manufacturers or vendors that will perform adequately the duties imposed by the general design of the Project will be considered equally acceptable; provided the material, article, equipment, or system so proposed is, in the opinion of the Owner, of equal substance, function, dimension, appearance, and quality.

Alternate brands may be qualified if found to be equal or better, only by submitting a written request to the Owner for approval, on the form provided, a minimum of fourteen (14) days in advance of the bid opening, accompanied by description, catalog cuts, etc. and other information as may be required by the Owner for proper evaluation of the request. Any brand named product listed in the technical specification followed by the phrase "or equal" is understood to mean an alternate product that, if presented, must be prior to bid opening as provided herein. If in the opinion of the Owner, an alternate brand is determined to be of equal substance, function, dimension, appearance, and quality, an addendum shall be issued to all parties who have been furnished Contract Documents for bidding purposes.

- b. **SUBSTITUTIONS:** A substitution will only be considered after the bid opening when deemed by the Owner to be in its sole interest. In which case, the request shall be accompanied by a monetary proposal, full description, catalog cuts, drawings, prints, and/or test report, and such other information as may be required by the Owner on the form provided and as may be needed for proper evaluation of the request. Substitutions shall not be purchased or installed in the Project by the Contractor without the Owner's written approval.

- c. Any proposed substitution whose characteristics differ from the specified item to such an extent as to necessitate changes in the mechanical, electrical, or other basic design of the Project shall include the cost of any such changes, the design and cost of design, which costs shall be borne by the Contractor. Determination of a substitution request will be based on the Owner's comparisons as to quality, adaptability, aesthetics, contract amount change if applicable under Clause b. above, etc. between the proposed substitution and specified items.

## **17. Submittal Schedule**

Within thirty (30) days after receipt of written Notice-of-Award, the Contractor shall submit a schedule of proposed Submittals for the Owner's information. The schedule shall detail the specification section or location on plans, quantity, description, and estimated dates of each proposed Submittal and the latest date by which the Contractor must receive favorable Owner's review in order to meet the scheduled completion date. This schedule shall be coordinated with the Project schedule for completion. In no case shall the Contractor's Submittal schedule allow less than fourteen (14) days for Owner's review.

Partial Submittals shall be identified as such and shall be accompanied by a statement from the Contractor identifying the remaining material to be submitted.

## **18. Submittals**

- a. Shop Drawings, Product Data, and Samples
  1. Contractor shall submit Product Data and Shop Drawings to Owner for review in accordance with the accepted "Submittal Schedule and Shop Drawing Record". The data shown on the Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the materials and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes required by Paragraph 18.b.
  2. Contractor shall also submit Samples to Owner for review in accordance with said accepted Submittal Schedule and Shop Drawing Record. Each Sample will be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as Owner may require to enable Owner to review the Submittal for the limited purposes required by Clause 18.b.
- b. Review
  1. Owner's review will be only to determine if the items covered by the Submittals, after installation or incorporation in the Work, appear to conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner's review will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions.
  2. Contractor shall make corrections required by Owner, and shall return the required number of corrected copies of Submittals, or new Samples, and resubmit for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous Submittals.
- c. Contractor's Responsibility for Variation

Owner's review of Submittals or Samples will in no way relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has, in writing, specifically called Owner's attention to each such variation at the time of submission and Owner has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Submittal or Sample; nor will any review by Owner relieve Contractor from responsibility for complying with the requirements of Clause 16.b and 16.c.

d. Work Prior to Review of Submittal

Where a Submittal or Sample is required by the Contract Documents or the "Submittal Schedule and Shop Drawing Record" as accepted by Owner, any related Work performed prior to Owner's review of the pertinent Submittal will be at the sole responsibility of Contractor and any related Work that is not in accordance with the reviewed Submittal and Contract Documents shall be corrected at the Contractor's sole expense.

**19. Contractor's Obligations**

The Contractor shall, in a good workmanlike manner, do and perform all Work and furnish all supplies, materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the Work required by this Contract within the time herein specified, in accordance with the provision of this Contract, the Contract Documents, and any and all supplemental plans and drawings, and in accordance with the directions of the Owner as given from time to time during the progress of the Work. All equipment, material, and articles incorporated into the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract.

The Contractor shall furnish, erect, maintain, and remove such construction plant and temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire Work to the satisfaction of the Owner.

**20. Superintendence by Contractor**

The requirement for competent, well-organized, on-site daily supervision by the Contractor is a necessity. For the term of this Contract, the Contractor shall appoint an on-site project superintendent with competence and experience in the work of this Project, who shall have full authority to act for and bind the Contractor. No later than thirty (30) days after receipt of the Notice-of-Award, the Contractor shall provide the Owner in writing the name and detailed experience record of the person it proposes as project superintendent. The Owner has seven (7) days to notify the Contractor if the proposed project superintendent is not acceptable to the Owner. The project superintendent shall be supported by competent assistants, as necessary. The project superintendent and assistant(s) must be acceptable to the Owner and shall continue in that capacity for the duration of the Work unless they cease to be employees of the Contractor. The project superintendent must be in place before the Contractor submits its first Periodic Estimate for Partial Payment.

**21. Use of Premises and Removal of Debris**

The Contractor expressly undertakes at Contractor's own expense:

- a. To take every precaution against injuries to persons or damage to property in connection with this Project.
- b. To store Contractor's apparatus, materials, supplies, and equipment in such orderly fashion at work site as will not unduly interfere with the progress of Contractor's Work or the work of any other contractor or subcontractor.
- c. To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
- d. To cleanup frequently and as often and in such manner as the Owner may direct all refuse, rubbish, scrap materials, and debris caused by the Contractor's operations to the end that at all times the Work site shall present a neat, orderly, and workmanlike appearance.
- e. Before final payment, to remove, and dispose of in an environmentally safe manner, all surplus material, false work, temporary structures, including foundations thereof, plant of any description, and debris of every nature resulting from the Contractor's operations and to put the job site in a neat, orderly condition including the cleaning of windows, exterior and interior surfaces with manufacturers recommended procedures after the installation of all materials, equipment and testing.

- f. To effect all cutting, fitting, or patching of the Contractor's Work required to make the same conform to the Project plans and specifications and, except with the prior written consent of the Owner, not to cut or otherwise alter the work of any other contractor or subcontractor.
- g. Trash and debris shall be disposed of off campus in accordance with state and municipal/borough statutes. Hazardous materials shall be prepared and disposed of in accordance with federal, state and municipal/borough laws and regulations.

## **22. Materials, Services, and Facilities**

The Contractor shall include in its lump-sum bid the cost to provide and pay for everything necessary to complete the Work including, but not limited to, design, supervision, labor, the cost of employing labor, materials, the delivery of materials, loading and unloading materials, the positioning of materials, removal of waste, packaging, equipment, machinery, power, water, heat, light, temporary construction of every nature whatsoever, escalation and price fluctuation, overhead and profit, and all other services all within the time specified to execute, complete, and deliver the work., unless otherwise noted in the Contract Documents.

Any work necessary to be performed beyond scheduled working hours established by the Contractor, for example on Sundays or legal holidays, shall be performed without additional expense to the Owner.

## **23. Inspection and Correction of the Work**

- a. The Owner and its authorized representatives shall be permitted to inspect all Work, material, payrolls, records of personnel, invoices of materials, and other relevant data and records of the Contractor or subcontractors relating to the Work. No representative of the Owner designated to inspect the Work is authorized to change any provision of the specification unless that authority is specifically stated in writing by the Owner, nor shall the presence or absence of such representative relieve the Contractor from any requirements of the contract.
- b. All work, all materials whether incorporated into the Work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner who shall be the final judge of the quality and suitability of the Work and materials for the purposes for which they are used. Should they fail to meet Owner's approval, they shall forthwith be reconstructed, made good, replaced, and/or corrected as the case may be by the Contractor at Contractor's sole expense. Rejected material shall immediately be removed from the work site at no cost to the Owner. If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner shall be equitable.
- c. The Owner will have authority to reject Work that, in its opinion, does not conform to the Contract. Whenever, in its reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract, Owner may require the Contractor to stop the Work or any portion thereof, or require special inspection or testing of the Work, whether or not such Work be then fabricated, installed, or completed.
- d. If any Work should be covered contrary to the specific request of the Owner, it shall, if requested by the Owner, be uncovered for its observation and replaced after such observation at the Contractor's sole expense.
- e. If any other Work has been covered which the Owner has not specifically requested to observe prior to it being covered, the Owner may request to see such Work; and it shall be uncovered by the Contractor. If such Work be found to be in accordance with the Contract, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract, the Contractor shall pay such costs. In the event that the Contractor determines the Owner's decision is contrary to the requirements of the Contract, it shall proceed according to Clause 44 of these General Conditions.

**24. Material Inspection and Testing**

- a. All materials and equipment used in the construction of the Project are subject to inspection and testing at the request of the Owner. The laboratory or inspection agency shall be selected by the Owner.
- b. All testing, unless otherwise specifically called for by the technical specifications, shall be paid for by the Owner, except that the Contractor shall reimburse the Owner for the cost of tests that show the failure of the item or items tested to comply with contract requirements.
- c. The Contractor shall reimburse the Owner for all costs incurred by the Owner resulting from the Contractor's failure to be ready for testing when required or scheduled.

**25. Weather Conditions and Natural Disasters**

The Contractor shall assume all risks for damage to the Work and materials from fire, earthquake, storm, flood, and/or other causes prior to the completion and acceptance of the Work and shall, at the Contractor's sole cost and expense, repair and/or replace any Work or materials so damaged or destroyed.

In the event of temporary suspension of Work, or during inclement weather, or whenever the Owner shall direct, the Contractor shall and shall cause its subcontractors to protect carefully all work and materials against damage or injury from the weather. If any Work or materials shall be damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect the Work, such Work and materials shall be removed and replaced at the expense of the Contractor.

**26. Protection of Property and Emergencies**

- a. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the job site which are not to be removed and which do not unreasonably interfere with the Work required under this Contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Owner.
- b. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the job site and (2) on adjacent property of a third party, the location of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the Owner may have the necessary work performed and charge the cost to the Contractor.
- c. In the case of an emergency which is no fault of the Contractor or persons or parties whose acts or omissions are, or may be, chargeable under this Contract to the Contractor which threatens loss or injury of property and/or safety of life, the Contractor shall act, with or without previous instructions from the Owner, in a diligent manner. The Contractor shall notify the Owner immediately thereafter of the emergency and of any action taken. Any claim for compensation by the Contractor due to such extra Work shall be promptly submitted to the Owner for approval. The amount of compensation claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Clause 44 of the General Conditions. Contractor shall provide a continuous operating method of contact with appropriate emergency services (such as "911") that ensures a minimized notification period.

Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to property and/or life or damage to the Work or any adjoining property, it shall act as instructed or as authorized by the Owner.

**27. Mutual Responsibility of Contractors**

If through acts of neglect or omissions on the part of the Contractor any other contractor or subcontractor shall suffer loss or damage, the Contractor agrees to settle with such other contractor or subcontractor by agreement if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damages alleged to have been sustained as a result of acts or omissions on the part of the Contractor, the Owner shall notify the Contractor who agrees to indemnify, defend, and save harmless the Owner against any such claim.

**28. Subcontracting**

- a. The Contractor may utilize the services of the specialty subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty subcontractors.
- b. However, when the Contractor utilizes the services of specialty subcontractors it shall be responsible for coordinating the Work between subcontractors and between subcontractors and its own forces. The Contractor shall not let the divisions and sections of the specifications or the identification of any drawings control its division of the Work among subcontractors and/or suppliers.
- c. Subsequent to the disclosure of subcontractors prior to award, a Contractor may replace a listed subcontractor if the subcontractor:
  1. fails to comply with AS 08.18;
  2. files for bankruptcy or becomes insolvent;
  3. fails to execute a contract with the Contractor involving performance of the work for which the subcontractor was listed and the Contractor acted in good faith;
  4. fails to obtain bonding;
  5. fails to obtain insurance acceptable to the Owner;
  6. fails to perform the contract with the Contractor involving work for which the subcontractor was listed;
  7. must be substituted in order for the prime Contractor to satisfy required state and federal affirmative action requirements;
  8. refuses to agree or abide with the Contractor's labor agreement; or
  9. is determined by the Owner not to be a responsible subcontractor.

In addition, if a subcontractor on the list does not have a valid Alaska Business License and a valid Certificate of Registration under AS 08.18 at the time the bid was opened, the bidder may not use the subcontractor in the performance of the Contract, and shall replace the subcontractor with a subcontractor who had a valid Alaska Business License and a valid Certificate of Registration under AS 08.18 at the time the bid was opened.

- d. If a Contractor fails to list a subcontractor or lists more than one subcontractor for the same portion of work and the value of that work is in excess of half of one percent of the total bid, the bidder shall be considered to have agreed to perform that portion of Work without the use of a subcontractor and to have represented the bidder to be qualified to perform that Work. A Contractor who attempts to circumvent the requirements of this section by listing as a subcontractor another contractor who, in turn, sublets the majority of the Work required under the Contract violates this section.

If a Contract is awarded to a Contractor who violates this section, the Owner may:

1. Cancel the Contract; or
2. After a notice and a hearing, assess a penalty on the Contractor in an amount that does not exceed 10 percent of the value of the subcontract at issue.

- e. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of the persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- f. In all subcontracts the Contractor enters into relative to the Work, the Contractor shall cause appropriate provisions to be inserted which will bind the subcontractors to the terms of this Contract, insofar as applicable to the Work of subcontractors and which will give to the Contractor the same powers that the Owner may exercise over the Contractor under any provisions of the Contract.
- g. The Contractor shall insert in all subcontracts or agreements entered into as regards the Project, the clauses contained in the Contract and such other clauses as the Owner may, by written instructions, require and also a clause requiring the subcontractors to include these same provisions in any lower-tier subcontracts or agreements which they may enter into together with a clause requiring this insertion in any further subcontracts or agreements that may in turn be made.
- h. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner. There are no intended third party beneficiaries to this Contract.

**29. Separate Contracts**

The Owner may undertake or award other contracts for additional work at or near the site of the Work under this Contract.

The Contractor shall coordinate its operations with those of other contractors and subcontractors. Cooperation shall be required in the arrangement for storing materials and in the detailed execution of the Work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and subcontractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors or subcontractors. Failure of the Contractor to keep informed of the Work progress on the job site and/or failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the Work as being satisfactory for proper coordination with the Contractor's own Work.

**30. Assignment of Component Contract by the Owner**

The Owner may enter into separate contracts with various component contractors to perform work or supply materials or services for the Project. The Contractor will be informed in the Special Conditions of the scope of component work. At any time after execution of the Contract, the Owner, at its sole discretion, may assign its interests, rights, and responsibilities in one or more component contracts to the Contractor.

The Contractor shall include in its bid an amount as compensation to Contractor for all supervision, overhead, bonds, profit, and all other general expenses associated with the assumption of the Owner's interests, rights, and responsibilities in the assigned component contracts.

**31. Special Consultants**

In the event the Contractor is required in the prosecution of the Work to employ the service of special consultants to aid in the performance of the Work, such shall be at the Contractor's sole expense, the cost of which shall be deemed to have been included in the Contract sum.

**32. Unit Prices as Contract Sum**

In the event that unit prices are called for in the Bid Form, such prices shall include, and shall be deemed by the parties to this Contract to include; all costs as defined in Clause 22 of these General Conditions and such other factors as may apply together with overhead costs and profit. Payment for the Work performed shall be at the unit price amount for each item of Work accepted by the Owner and conforming to Contract requirements.

**33. Owner-Furnished Materials**

- a. The Owner may elect to supply certain items of equipment, materials, or other goods to the Contractor for incorporation into the Project. When items are supplied under this Clause, the Contractor shall receive, off-load, haul, protect, store, and install such items in the Project as required by the Contract. A summary of Owner furnished items, their values, their locations or point of delivery to the Contractor, and, where applicable, a schedule of delivery shall be provided in the Special Conditions.

The Contractor shall include the following in its lump-sum bid:

1. The cost of technical direction, receiving, hauling, storing, handling, installing, and any other direct expenses required to incorporate the furnished items into the Project.
  2. The cost of all indirect or other expenses associated with item 1 above, including but not limited to Contractor's supervision, overhead, insurance, bonds, and profit.
- b. Title to all Owner-furnished material or property shall remain with the Owner. Unless otherwise provided in this Contract, the Contractor assumes the risk of, and shall be responsible for, any loss of or damage to Owner-furnished material provided under this Contract occurring after its delivery to Contractor. The Contractor shall include the value of the Owner-furnished materials under the All Risk Builder's Risk insurance in addition to the full Contract sum.

**34. Stated Allowances**

- a. If called for on the Bid Form, the Contractor shall include cash allowances in its proposal for work or materials to be included in the Project. The amount(s) to be allowed, if any, are stated on the Bid Form and in the Special Conditions, together with a general description of the work or materials involved.
- b. If the stated allowance or allowances are for design documents and complete specifications which are not available at the time of bid, subsequent to the award of this Contract, the Owner may, at its sole discretion, provide the Contractor with sufficient plans, specifications, and bidding documents to allow the Contractor publicly to solicit and obtain contract bids for the work or supply of the materials involved. On review and approval by the Owner, the Contractor shall enter into a subcontract with the lowest responsible bidder(s) on the form provided by the Owner with the bidding documents. If the actual subcontract price is more or less than the stated allowance provided by the Owner and included by the Contractor in its proposal, the Contract sum will be adjusted by modification accordingly. Thereafter, changes, if any, within the scope of the subcontract, subcontractor costs, subcontractor fees, and Contractor fees, shall be made as provided for under the Changes clause of the Contract.
- c. The Contractor shall include in its bid an amount as compensation to Contractor for all supervision, overhead, bonds, profit, and all other expenses associated with the solicitation of bids by public advertisement, assistance to the Owner in bid evaluation and award, and subsequent administration and supervision of the subcontract(s) awarded pursuant to this Clause 34.
- d. If the stated allowance or allowances are for technical direction of installation of Owner-furnished materials or equipment, the Contractor shall maintain an accurate record of allowed expenses and submit its accrued expenses monthly on its partial payment request, at which time it will be reviewed for payment. Should the actual expenses be more through no fault of the Contractor or less than the stated allowances provided by the Owner, the Contract sum will be adjusted by amendment accordingly.

**35. Periodic Payment to Contractor**

- a. On the basis of estimates of Work performed during the preceding calendar month and approved by the Owner, the Owner will make progress payments to the Contractor; but to ensure the proper performance of this Contract, the Owner may at any time, at its sole option, retain up to ten percent (10%) of the amount of progress payments until final completion and acceptance of all Work covered by this Contract; provided, that on completion and acceptance of the Work or of each separate building, public work, or other division of the Work on which the price is stated separately in the Contract, payment may be made in full for that portion completed and accepted including retained percentages less authorized deductions or other provisions of the Contract.
- b. Payment may be made for permanent materials associated with the Project and as yet not incorporated into the Work but which have been delivered to the job site and acceptably warehoused as approved by the Owner thereon, or delivered to and acceptably warehoused at an off-site storage location approved by the Owner. Invoices for permanent materials and equipment will be required identifying the Project and to whom shipped. An inventory record shall be kept of warehoused materials, including the location of said warehoused materials, and submitted with each request for payment showing materials incorporated into the Work for the previous pay period. Measurement of Work completed for payment purposes shall not include material and equipment warehoused at the site or at an off-site location.
- c. All material and Work upon which periodic payments have been made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and Work upon which periodic payments have been made, or the restoration of any damaged Work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
- d. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialman, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice to the Contractor, either pay directly unpaid bills, of which the Owner has written notice, or withhold from Contractor's unpaid compensation a sum of money, in addition to retainage, deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of this Contract. In no event shall the provisions of the preceding sentence be construed to impose any obligations upon the Owner to either the Contractor or his surety. In paying any unpaid bills of the Contractor, the Contractor agrees that the Owner shall be deemed the agent of the Contractor, and Contractor further agrees that any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor. The Owner shall not be liable to the Contractor for any such payment made in good faith.
- e. On a form provided by the Owner, the Contractor shall prepare periodic payment requests. Three copies of the request, each signed separately by the Contractor, shall be delivered to the designated office of the Owner. The payment request shall be made out with the quantities or percentages previously approved by the Owner at the job site with assistance from the Contractor. Payment requests containing any inaccuracies or errors shall not be deemed submitted to the Owner and shall be promptly returned to the Contractor for correction and resubmission.
- f. No materials or supplies for the Work shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to all materials and supplies used in the work, free from all liens, claims, or encumbrances.

**36. Payment by Contractor**

The Contractor shall pay all persons supplying materials or service within eight (8) days after receipt of each payment from the Owner in accordance with AS 36.90, Article 3; the respective amounts allowed the Contractor on the approved monthly payment request for materials or Work performed or provided by all persons supplying materials or service to the extent of their interest therein; provided, however, that the Contractor may retain from the amount due any persons supplying materials or services a proportionate share of the amount, if any, retained by the Owner as provided for under Clause 35a. above; and provided further that the Contractor may also retain from the amount due any persons supplying materials or services any specific amount retained and identified by the Owner on the Periodic Payment Request as assignable to that persons supplying materials or service. In the event a person supplying materials or service is entitled to interest under AS 36.90, Article 3 on late payments or on amounts retained by the Contractor, the Contractor shall be solely responsible for satisfying claims for interest due on late payments and on amounts so retained. The Contractor expressly agrees to indemnify and hold harmless the Owner from any liability for interest payments due persons supplying materials or service on account of Contractor's late payments or on amounts retained by Contractor.

**37. Substantial Completion**

When the Contractor, by written notice to the Owner, certifies that the Work is Substantially Complete, the Owner and its representatives, within a reasonable time, will conduct an inspection to determine the actual status of completion. Approved Operation and Maintenance manuals shall be available at the time of Substantial Completion. See paragraph b. under "Acceptance, Release, and Final Payment" clause of these General Conditions for requirements. When the Owner, on basis of said inspection, determines that the Work is Substantially Complete for the use for which it was intended, it will then prepare a list of deficiencies to be corrected or completed by the Contractor and issue a Certificate of Substantial Completion. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The Certificate of Substantial Completion shall establish a date of Substantial Completion, shall state the responsibilities of the Owner and Contractor for maintenance, heat, and utilities, and shall fix the time within which the Contractor shall complete the entire Project. All insurance, including but not limited to property insurance and All Risk Builders' Risk Insurance, shall be maintained by the Contractor until final acceptance. The Certificate of Substantial Completion shall be submitted to the Contractor for its acceptance, and to the architect/engineer for its approval prior to the Owner signing, all acknowledging the respective responsibilities assigned to them in such certificate. The Owner, if it elects, shall have the right to take Beneficial Occupancy of the Work after the date of Substantial Completion; however, it must allow the Contractor reasonable access to complete or correct items on the deficiency list.

**38. Use and Occupancy Prior to Substantial Completion**

The Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, the Owner shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that the Owner intends to take possession of or use. However, failure of the Owner to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The Owner's possession or use shall not be deemed an acceptance of any Work under the Contract. While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from the Owner's possession or use. If prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract price or the time of completion, and the Contract shall be modified in writing accordingly.

**39. Acceptance, Release, and Final Payment**

- a. Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance, the Owner will conduct a final inspection. If the Work is found to be in accordance with the terms and conditions of the Contract, the Owner will notify the Contractor in writing accepting the Work. Until such acceptance, the Contractor will be responsible for the Work covered by the Contract.
- b. Prior to any final inspection (or Substantial Completion inspection, whichever is first) the Contractor will have previously submitted and have approved by the Owner, Operation and Maintenance (O&M) manuals. The O&M manuals will be in a form and shall contain such information as shall be directed by Owner.
- c. Neither the final payment nor the remaining retained percentage shall become due or deemed submitted to the Owner until the Contractor shall provide the Owner with (1) a Waiver and Release of Liens, on forms provided by the Owner, executed by the Contractor; (2) a Consent of Surety to Final Payment; (3) verification from the Department of Labor to release final payment; and (4) if required by the Owner, other data establishing payment or satisfaction of all obligations incurred in completing the Project, to the extent and in such form as may be designated by Owner. If any subcontractor refuses to furnish a release or waiver as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to indemnify the Owner against any such obligation. If any such obligation remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such obligation, including all costs and reasonable attorney's fees.
- d. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
  1. unsettled liens;
  2. faulty or defective Work appearing after completion.
  3. failure of the Work to comply with the requirements of the Contract.
  4. terms of any special guarantees required by the Contract.
- e. The acceptance by the Contractor of final payment shall be and shall operate as a release of the Owner from all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and omission of the Owner and others relating to or arising out of this Work, except those claims of the Contractor previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any continuing obligations under this Contract.

**40. General Guaranty**

- a. Neither the final payment nor any provision in the Contract nor partial or entire occupancy of the Project by the Owner shall constitute an acceptance of Work not done in accordance with the Contract or operate to relieve the Contractor of liability with respect to any warranties or responsibility for faulty materials or workmanship. In addition to any other warranties in this Contract, the Contractor shall remedy any defects in the work which appear within a period of one year from the date the general guaranty commences, unless a longer period is specified and shall pay for any damage to other work resulting there from. The Owner shall give notice of observed defects with reasonable promptness.
- b. The general guaranty shall commence upon Substantial Completion of the Work, as evidenced by the delivery to the Contractor of Owner's Certificate of Substantial Completion. If the Owner elects to take Beneficial Occupancy prior to Substantial Completion of the Work, the guaranty may only commence on those items of Work that are complete. The general guaranty as to Contractor's Work performed after Substantial Completion shall commence upon Owner's final acceptance, as evidenced by the delivery to the Contractor of Owner's written notice of acceptance.
- c. The Contractor, when notified by the Owner, shall immediately place in satisfactory condition, in every particular, any of the guaranteed Work at no cost to the Owner. The Contractor's warranty with respect to Work repaired or replaced will run for one year from the date of repair or replacement.

- d. If the Contractor fails to remedy any failure, defect, or damage within reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- e. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall:
  - 1. except as stated otherwise, obtain all warranties that would be given in normal commercial practice;
  - 2. require all warranties to be executed, in writing, for the benefit of the Owner, if directed by the Owner; and
  - 3. enforce all warranties for the benefit of the Owner, unless otherwise directed by the Owner.

**41. Interference with the Work**

Should the Contractor be prevented or enjoined from proceeding with Work either before or after the start of construction for any reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert any claim for damages by reason of said delay; but time for completion of the Work may be extended to such reasonable time as the Owner determines will compensate for time lost by such delay. Such determination shall be set forth in writing.

**42. Suspension of Work and Delays**

- a. The Owner may, for its convenience, order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate.
- b. If the performance of all or any part of the Work is suspended, delayed, or interrupted by the Owner as provided for in a. above, or by the Owner's failure to act within the time specified in this Contract, an adjustment shall be made for any increase in the cost of the Contract necessarily caused by such suspension, delay, or interruption, and the Contract modified as provided for under Clause 44 of these General Conditions. No adjustment shall be made under this Clause for any suspension, delay, or interruptions to the extent:
  - 1. that the suspension, delay, or interruption of performance results from the fault or negligence of the Contractor.
  - 2. for which an equitable adjustment is specifically provided for or excluded under any other provision of this Contract.
- c. No claim under this Clause shall be allowed:
  - 1. for any costs incurred more than ten (10) days before the Contractor shall have notified the Owner in writing of the act or omission involved (but this requirement shall not apply as to a claim resulting from a suspension order).
  - 2. unless the claim, in an amount certain, is presented to the Owner in writing as soon as possible after the termination of such suspension, delay, or interruption, but in no event later than the date of final payment under the contract.
- d. Any adjustment in Contract price made pursuant to this Clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

**43. Differing Site Conditions**

- a. The Contractor shall promptly, and before the following conditions are disturbed, give a written notice to the Owner of:
  - 1. subsurface or latent physical conditions at the job site which differ materially from those indicated in this Contract, or

2. unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in the work of the character provided for in this Contract.
- b. The Owner shall promptly investigate the site conditions after receiving the notice. If it 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, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made, and the Contract modified in writing accordingly.
- c. No request by the Contractor for an equitable adjustment to the Contract under this Clause shall be allowed unless the Contractor has given the written notice required in a. above.
- d. No request by the Contractor for an equitable adjustment to the Contract for differing site condition shall be allowed if asserted after final payment under this Contract.

#### **44. Changes**

- a. The Owner may, at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the Work within the general scope of the Contract, including, but not limited to, changes:
  1. In the specifications (including drawings and designs).
  2. In the method or manner of performance of the Work.
  3. In the Owner-furnished facilities, equipment, materials, services, or job site.
  4. Directing acceleration in the performance of the Work.
- b. Any other written order or an oral order (which terms as used in this paragraph b. shall include direction, instruction, interpretation, or determination) from the Owner, which causes any such change, shall be treated as a change order under this Clause, provided that the Contractor gives the Owner written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- c. Except as herein provided, no order, statement, or conduct of the Owner shall be treated as a change under this Clause or entitle the Contractor to an equitable adjustment hereunder.
- d. If any change under this Clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, whether or not changed by any such order, an equitable adjustment shall be made and the Contract modified in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph b. of this clause shall be made for any cost incurred more than ten (10) days before the Contractor gives written notice as required. In the case of defective specifications, for which the Owner is responsible, the equitable adjustment shall include any increased costs reasonably incurred by the Contractor in attempting to comply with such defective specifications.
- e. The Contractor must assert its right to an adjustment under this Clause, within thirty (30) days after receipt of a written change order under paragraph a. of this Clause, or the furnishing of a written notice under paragraph b. of this Clause, by submitting to the Owner a written statement describing the general nature and amount of proposal, unless this period is extended in writing by the Owner. The statement of proposal for adjustment may be included in the written notice by the Contractor required under b. above.
- f. No proposal by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract or if the Contractor fails to request an adjustment within the time and under the conditions set forth in e. above. As the Owners funds are fixed and limited, time constraints on notices will be strictly enforced.

- g. In the event the Contractor agrees to the price for a change in the Work and the Owner has issued its acceptance and notice to proceed prior to execution of such a change order, it shall be entitled to receive only the amount of said price for the performance of such change in Work.
- h. Any adjustment in Contract price made pursuant to this Clause shall be determined in accordance with the Price Adjustment Clause of this Contract.

#### **45. Disputes**

- a. The Owner will be, in the first instance, the interpreter of the requirements of the Contract and the judge of the performance thereunder.
- b. If the Owner has adopted regulations that are currently in effect concerning the procedure to be followed for the resolution of disputes and appeals arising out of claims regarding the performance or interpretation of construction contracts, such regulations apply, subject to the terms of this paragraph. All disputes arising out of or relating to this Contract shall be resolved as herein stated. To the extent that no process is applicable to a particular dispute or issue, Owner may determine a process. However, no claim may be processed under this Clause unless the underlying dispute was first promptly presented in writing to the appropriate contract manager for resolution under Clauses 42, 43, 44, or other applicable Clause(s) of these "General Conditions" or other controlling provision of the Contract. The term "promptly" shall mean the applicable time limit set forth in these "General Conditions" or other controlling provision in the Contract.
- c. If an adjustment under clauses 42, 43, 44, or other applicable clause(s) of these "General Conditions" or under another controlling provision of the Contract is disallowed by a contract manager, the Contractor shall, within fourteen (14) days after receipt of the contract manager's disallowance of the adjustment, provide written notice to the cognizant Contracting Officer of the Contractor's intention to file a claim under this Clause. Within twenty one (21) days after receipt of the Contract Manager's disallowance the Contractor shall presents its claim as required herein.
- d. As used herein, "claim" means a written demand or assertion by a party to the Contract seeking, as a matter of right, the payment of money, adjustment or interpretation of the Contract terms or other relief arising under or relating to the Contract.
- e. In presenting the claim, the claimant shall specifically include the following:
  - 1. The factual background surrounding the claim including accurate and complete supporting data.
  - 2. The Contract provisions that apply to the claim and under which it is made.
  - 3. The items and quantities, if any, upon which the claim is made.
  - 4. The specific relief requested, including the additional compensation claimed and the basis upon which it is calculated and/or the additional time requested and the basis upon which it is calculated.
  - 5. The specific exceptions to the Contract Manager's decision. The claimant shall certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of its knowledge and belief, and that the relief requested accurately reflects the equitable adjustment for which it believes the Owner is liable.
- f. The scope of the claim or remedy applicable to it may not include costs or attorney's fees associated with the claim or dispute.
- g. Upon receipt of a claim under this Clause, the Contracting Officer shall request all parties to submit copies of pertinent papers and Contract Documents relating to the claim within a certain time. The Contracting Officer in his discretion may require any party to submit additional information, including a summary statement of the factual and legal basis of the claim.
- h. Upon receipt of the relevant documents, the Contracting Officer shall determine:

1. Whether there is reasonable cause to believe that the Contractor has presented a valid claim against the Owner for which relief may be granted. If the claim is clearly fraudulent or the Contractor makes or uses in support of its claim a misrepresentation, the Contracting Officer shall proceed in accordance with AS 36.30.687 (b) (initiate a specific finding) which may result in the Contractor forfeiting all claims and reimbursing the Owner for all costs, or
2. If the undisputed facts clearly support a determination that the Contract Manager's decision was correct, then the Contracting Officer may adopt the Contract Manager's decision and send written notice to the Contractor of the Contracting Officer's decision to adopt and that this constitutes the Contracting Officer's written decision under paragraph j. of this Clause and that it is a final decision unless appealed in accordance with paragraph k.
  - i. In lieu of dismissing the claim, the Contracting Officer may attempt to resolve the claim by informal conference and conciliation with the parties. Upon receipt of a settlement documents signed by the parties, the Contracting Officer shall dismiss the claim.
  - j. If the claim cannot be dismissed or resolved informally within 30 calendar days after the Contracting Officer received the relevant documents, then the Contracting Officer shall within 90 calendar days issue a written decision. The Contracting Officer shall review the facts relating to the dispute and obtain, if necessary, assistance from legal, fiscal and other advisors. The Contracting Officer shall mail the decision to the Contractor by certified mail.

If the Contracting Officer does not issue a written decision within 90 calendar days or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

- k. Any party may appeal an adverse decision of a Contracting Officer under this Clause to the Chief Procurement Officer for Construction if filed within 14 calendar days after receipt of the Contracting Officer's decision or at the expiration of 90 days in the absence of a decision. A copy of the appeal shall be sent to the Contracting Officer.
  - l. A written notice of appeal to the Chief Procurement Officer for Construction need not be in any particular form. However, it must 1) evidence a desire to have the Chief Procurement Officer for Construction review the Contracting Officer's decision, 2) list specific factual and legal errors to the Contracting Officer's decision, and 3) be signed by the appellant or his authorized representative. General assertions that the Contracting Officer's decision is contrary to law or fact are not sufficient.
  - m. Within 15 calendar days after receipt of an appeal, the Chief Procurement Officer for Construction may adopt the Contracting Officer's written decision; otherwise, the Chief Procurement Officer for Construction shall, as soon as practicable, arrange a hearing in accordance with University of Alaska regulations and AS 36.30. The Chief Procurement Officer for Construction shall notify the Contractor of his or her decision to adopt the Contracting Officer's written decision and inform the Contractor that it may appeal this ruling to the Superior Court for the State of Alaska for a trial de novo.
  - n. At the conclusion of a hearing and within 30 days thereafter, the hearing officer, if other than the Chief Procurement Officer for Construction, shall make a written recommendation to the Chief Procurement Officer for Construction including findings of fact and conclusions of law. Upon due deliberation and within 60 days of receipt of the hearing officer's recommendation, the Chief Procurement Officer for Construction shall render a decision to affirm, reverse or modify the recommendation, or take other appropriate action. The Chief Procurement Officer for Construction's decision shall be set forth in writing and must articulate the basis for the decision. In the event the Chief Procurement Officer for Construction finds against the Contractor, he or she shall notify the Contractor that it may appeal to the Superior Court for the State of Alaska in accordance with the Alaska Rules of Appellate Procedure if it does so within 30 days from receipt of the Chief Procurement Officer for Construction's adverse decision.

- o. The Contractor shall proceed diligently with performance of the Contract pending final resolution of any claim or request for relief and shall comply with any decision of the Contract Manager or Contracting Officer pending said final resolution.

**46. Price Adjustment**

- a. Any adjustment in Contract price pursuant to Clauses in this Contract shall be determined, at the Owner's option, by one or more of the following methods:
  - 1. By agreement on a fixed price adjustment for all reasonable costs before commencement of the pertinent performance;
  - 2. By unit prices specified in the Contract or subsequently agreed upon;
  - 3. By the actual direct cost to include the following:
    - a) Labor, including foremen;
    - b) Materials entering permanently into the Work;
    - c) The Contractor's ownership cost or rental charges at competitive rates of the construction plant and equipment during the time of use on the extra Work;
    - d) Power and consumables supplied for the operation of power equipment;
    - e) Insurance;
    - f) Social security and unemployment contributions.
  - 4. In such other manner as the parties may mutually agree; or
  - 5. In the absence of agreement between the parties, by a unilateral determination by the Owner of costs attributable to the event or situation covered by the Clause, all as computed by the Owner in accordance with general accepted accounting principles, plus appropriate fee, as determined herein.
  - 6. Subject to any limitations prescribed elsewhere in the terms and conditions of the Contract, a reasonable fee for overhead and profit may be negotiated and included in any price adjustment under a. 1., 3., 4., and 5. by mutual agreement of the parties up to an amount not to exceed ten percent (10%) of the above actual direct costs incurred by the Contractor's own forces allocable to the price adjustment for overhead plus ten percent (10%) of the Contractor's direct costs, including overhead allocable to the price adjustment for profit. The cost of the subcontractor's Work shall be determined in the same manner. To the cost of subcontractor Work the Contractor, and any higher tiered subcontractor, may add an amount to be agreed upon but not to exceed ten percent (10%). The total fee shall be compensation to cover all indirect costs, profit and any other general expense except as follows: to the final price of the modification may be added the cost of payment and performance bonds, if appropriate. The amount added shall not be more than the product of the modification amount and the lowest stepped rate charged for payment/performance bonds based upon the Contract amount to date.

All proposals for price adjustment to the Contract including additions and deductions shall have itemized breakdowns of labor, materials, equipment, and other direct costs. Changes that include both monetary additions and deductions shall have the above fee computed only on the net direct cost addition; net deductive amounts or changes shall include a minimum five percent (5%) fee.

- b. The Contractor shall submit cost or pricing data for any price adjustments and shall certify that, to the best of the Contractor's knowledge and belief, the data submitted is accurate, complete, and current prior to the beginning of negotiations or as of a mutually determined specified date and will continue to be accurate and complete during the performance of the Contract. Certification below a specified amount may be waived by the Owner. Any price increase in connection with this Contract by any significant amount because the data was inaccurate or incomplete shall be reduced and the Contract modified according to the Owner's regulations or FAR 52.215-22 whichever is applicable.

**47. Right of the Owner to Terminate Contract**

a. Default:

1. If the Contractor violates any material provision of the Contract, or if it should make an assignment for the benefit of creditors, file a petition of bankruptcy, or if a receiver should be appointed on account of Contractor's insolvency, or if the Owner determines that the Contractor has failed to supply an adequate working force or material of proper quality or quantity, or has persistently disregarded the written instructions of the Owner, or has refused or failed to prosecute the Work or any separable part thereof with such diligence as will result in its completion within the time specified in the Contract, or any extension thereof, or if the Contractor fails to complete said Work within such time, the Owner may terminate the Contractor's right to proceed with the Work.
2. If any grounds for termination exist, the Owner may give written notice to the Contractor and the Contractor's sureties that if specified defaults are not remedied within the time set forth in such notice, the Contractor's right to proceed with the Work will automatically terminate.
3. Upon such termination, the Owner may:
  - a) require the Contractor's sureties to complete the Work;
  - b) take over the Work directly; or
  - c) employ another contractor to complete the Work.

In any event, in completing the Work, the Owner or its representative may utilize any materials, tools, equipment, and appliances that are at the job site and necessary for its completion.

4. If the Owner terminates the Contractor's right to proceed, or if the Contractor abandons the Work and the Work is completed by another, the Contractor shall not be entitled to receive any portion of the amount to be paid under the Contract until the Work is fully completed. After completion, if the unpaid balance owed to the Contractor exceeds the sum of the amount paid by the Owner in finishing the Work plus all damages sustained, including but not limited to such liquidated damages as provided for in this Contract, the excess not required by the Contract to be retained shall be paid to the Contractor; but if such sum exceeds the unpaid balance, the Contractor and his sureties shall be liable to the Owner for the excess.

b. Convenience:

1. The performance of Work under the Contract may be terminated by the Owner in accordance with this Clause in whole or from time to time in part:
  - a) Whenever, for any reason, the Owner shall determine that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice-of-Termination specifying whether the termination is for the convenience of the Owner, the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.
2. After receipt of a Notice-of-Termination and except as otherwise directed by the Owner, the Contractor shall:
  - a) Stop Work under the Contract on the date and to the extent specified in the

Notice-of-Termination.

- b) 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.
- c) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice-of-Termination.
- d) Assign to the Owner, in the manner and to the extent directed by the Owner, all right, title, and interest of the Contractor under the orders or subcontracts so terminated. The Owner shall have the right, in its discretion, to settle or pay any or 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.
- e) With the approval or ratification of the Owner and to the extent it may require, which approval or ratification shall be final and conclusive for all purposes of this Clause, 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 this Contract.
- f) Transfer title to the Owner (to the extent that the title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Owner: (i) The fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of or acquired with respect to the performance of the Work terminated by the Notice-of-Termination; (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the Owner; and (iii) acquired or manufactured components for the performance of this Contract for the cost of which the Contractor has been or will be reimbursed under this Contract.
- g) Use Contractor's best efforts to sell in the manner, at the time, to the extent, and at the price or prices directed or authorized by the Owner any property of the types referred to in f. above; provided, however, that the Contractor: (i) Shall not be required to extend credit for any sale, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; and, provided further, that the proceeds for any such transfer or disposition shall be applied to reduce any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Owner may direct.
- h) Complete performance of such part of the Work as shall not have been terminated by the Notice-of-Termination.
- i) Take such action as may be necessary or as the Owner may direct for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining the adjustment of the amount of the fee, or any item, or reimbursable cost under this Clause. At any time after the effective date of termination as may be amended by the Owner from time to time, the Contractor shall submit to the Owner a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Owner, and may request that Owner remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the Owner may accept such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Owner upon removal of items or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

3. After receipt of a Notice-of-Termination, the Contractor shall submit to the Owner its termination claim in the form and with the certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such six-month period or any authorized extension thereof. However, if the Owner determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six-month period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Owner may, subject to any review required by the Owner's procedures or regulations in effect as of the date of execution of this Contract, determine on the basis of information available to it the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
4. Subject to the provisions of paragraph 3 above and subject to any review required by the Owner's procedures or regulations in effect as of the date of execution of this Contract, the Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid (including an allowance for the fee), if any, to the Contractor by reason of the total or partial termination of Work pursuant to this Clause. Upon agreement, the Contract shall be amended accordingly; and the Contractor shall be paid the agreed amount.
5. In the event of the failure of the Contractor and the Owner to agree in whole or in part as provided in paragraph above as to the amounts with respect to costs and fees, if any, to be paid to the Contractor in connection with the termination of Work pursuant to this Clause, the Owner shall, subject to any review required by the Owner's procedures in effect as of the date of execution of this Contract, determine on the basis of information available to it the amount, if any, due to the Contractor in connection with the termination and shall pay to the Contractor the amount determined as follows:
  - a) If the settlement includes costs and fees:
    - (i) There shall be included therein all costs and expenses reimbursable in accordance with this Contract and not previously paid to the Contractor for the performance of this Contract prior to the effective date of the Notice-of-Termination and such of these costs as may continue for a reasonable time thereafter with the approval of or as directed by the Owner, provided, however that the Contractor shall proceed as rapidly as practicable to discontinue such costs.
    - (ii) There shall be included therein, as far as not included under 1 above, the costs of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in paragraph b.2.e above, which are properly chargeable to the terminated portion of the contract.
    - (iii) There shall be included therein reasonable costs of settlement incurred by the Contractor, including but not limited to accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the termination, together with reasonable storage, transportation, and other costs incurred in connection with the protection of termination inventory.
    - (iv) If the terms of the Contract provide for a fee to be paid the Contractor, there shall be included in the settlement a portion of the fee determined at the Owner's option as follows:

If the fee is expressed as a lump sum, there shall be paid a percentage of the lump sum equivalent to the percentage of physical completion of the Work for which the fee applies, less any fee payments made previously.

If the amount determined under this subparagraph is less than the total fee payment theretofore made to the Contractor, the Contractor shall repay the excess amount to the Owner.

6. Any dispute arising from any determination made by the Owner under paragraph b.3 or b.5 above shall be resolved pursuant to Clause 45 of these General Conditions except that if the Contractor has failed to submit its claim within the time provided in paragraph b.3 above and has failed to request an extension of such time, the Contractor shall have no right to such resolution. In any case, where the Owner has made a determination of the amount due under paragraph b.3 or b.5 above, the Owner shall pay the Contractor the following: 1. If there is no right of resolution hereunder or if no timely resolution has been taken, the amount so determined by the Owner; or 2. if an appeal has been taken, the amount finally determined on such appeal.
7. In arriving at the amount due the Contractor under this Clause, there shall be deducted: 1. All advance or other payments applicable to the terminated portion of this Contract previously made to the Contractor; 2. the amounts of any claim that the Owner may have against the Contractor in connection with this Contract; and 3. the agreed price for, or proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this Clause and not otherwise recovered by or credited to the Owner.
8. In the event of a partial termination, the portion of the fee which is payable with respect to the Work under the continued portion of the Contract shall be equitably adjusted by agreement between the Contractor and the Owner and such adjustment shall be evidenced by an amendment to this Contract.
9. The Owner may, from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever, in the opinion of the Owner, the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally determined to be due under this Clause, such excess shall be payable by the Contractor to the Owner upon demand, together with interest computed at the rate of eight percent (8.0%) per annum, for the period from the date such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten (10) days after the date of such retention or disposition, or such later date as determined by the Owner by reason of the circumstances.

#### **48. Equal Employment Opportunity Requirements**

- a. For the term of this Contract, the Contractor shall comply with the Governor of Alaska Administrative Order #18 as amended, President of the United States Executive Order 11246 of September 24, 1965 as amended and specifically as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, marital status, or mental or physical disability. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, age, marital status, or mental or physical disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
  2. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, marital status, or mental or physical disability.
  3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice 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 shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. 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.
  5. 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 Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rule, 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 or as otherwise provided by law.
  7. The Contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 and supplemented in Department of Labor regulations (41 CFR Part 60) so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as may be directed by the Owner as a means of enforcing such provision including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner.
- b. The Contractor by submission of its bid on this Project and subsequently, if successful, by its signature on the Contract between the Owner and Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, sex, or national origin, ancestry, age, marital status, or mental or physical handicap or disability because of habit, local custom, or otherwise. The Contractor agrees that it will obtain identical certifications for proposed subcontractor's vendor prior to award of subcontracts or purchase orders exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause in a. above.
- c. The Contractor (or first tier subcontractor) is herein advised of its obligation under 41 CFR 60-1.7: If it (1) has 50 or more employees and (2) has a contract with the Owner or subcontract on this Project amounting to \$50,000 or more and has not filed with the Office of Federal Contract Compliance (OFCCP) in Anchorage, Alaska on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO-1), it shall do so within thirty (30) days after award to it of a contract. Forms may be obtained from the same office. In addition, if the Contractor meets the requirements under c. (1) and (2) above, he shall within 120 days of receipt of written Notice-of-Award develop and maintain for the term of this contract a written affirmative action compliance program until such time as it is not required by law or regulation to develop and maintain such a program.

- d. The Contractor and subcontractors shall provide written notification to the appropriate OFCCP office within ten (10) working days of award of any construction contract in excess of \$10,000 at any tier for construction work under this Contract. The Contractor and subcontractors holding contracts of \$10,000 or more shall comply with a 28 percent minority manpower utilization goal in each of the following trades: Asbestos workers, Carpenters, Electricians, Ironworkers, Operating Engineers, Painters, Pile Drivers, Plumbers and Steam Fitters, Roofers, Sheet Metal Workers, and Teamsters. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, veteran of the Vietnam era, or handicapped person in regard to any position for which the employee or applicant for employment is qualified.
- e. In accordance with Executive Order 11625, special efforts must be made to maximize the participation of Minority Business Enterprises (MBES). The Contractor agrees to award subcontracts to MBES to the fullest extent consistent with efficient performance of the Contract. If required by the Owner, the Contractor shall present records to the Owner evidencing the Contractor's efforts to solicit Minority Business Enterprises prior to the award of any subcontracts.
- f. The Owner shall have recourse to the following sanctions and penalties for the Contractor's or subcontractor's failure to meet its affirmative action commitment:
  1. Cancel, terminate, suspend, or cause to be canceled, terminated, or suspended, any contract or subcontract relating to construction by the Owner or any portion or portions thereof for failure of the Contractor or subcontractor to comply with the affirmative action provisions of the Contract. Contracts may be canceled, terminated, or suspended absolutely, or continuation of the contract may be conditioned upon a program for future compliance approved by the Owner. (A.O. #18)

**49. Alaska Statute Title 36**

The provisions of Alaska Statute Title 36, Public Contracts, as amended and/or supplemented are hereby incorporated in the contract by this reference. Effective July 1, 2003, AS 36.05.045 requires the filing of a Notice of Work with the Department of Labor, payment of filing fees, and the filing of a Notice of Completion. The Contractor is advised that Compliance with AS 36 et seq. is mandatory with no change in the Contract sum.

**50. Payrolls and Basic Records**

- a. The Contractor shall maintain payrolls and basic records for all laborers and mechanics during the course of the Work and shall preserve them for a period of three (3) years thereafter. Such records shall contain at a minimum the name and address of each such employee, his correct classification, rate of pay (including rates of contribution for, or costs assumed to provide, fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.
- b. One certified copy of all payroll reports shall be submitted bi-weekly to the Owner. In addition, one certified copy of all payroll reports shall be submitted bi-weekly to the State Department of Labor, irrespective of applicable wage rates (State or Federal) in compliance with Alaska Statute 36.05.040, Filing Schedule of Employees, Wages Paid, and Other Information. The copy to the Owner shall be accompanied by a Statement of compliance certifying: (1) That the wage rates contained therein are not less than the current prevailing rates of pay issued by the Department of Labor in effect ten (10) days before the final date for submission of bids on this Contract or as modified every 24 months, (2) that no deductions have been made other than those permissible under the Copeland Act, (3) that the classifications set forth for each laborer or mechanic conforms with the work he or she performed, and (4) the wage rates contained therein are not less than the current prevailing rates of pay issued by the U.S. Department of Labor. The Contractor shall be responsible for the submission of certified copies of payrolls of all subcontractors.

- c. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, payrolls, estimates, records, and other data as the Owner may request concerning Work performed or to be performed under this Contract. The Owner's auditors, timekeepers, and inspectors shall be afforded access to all of the Contractor's books, records, correspondence, instructions, drawings, receipts, vouchers, subcontracts, memoranda, etc. relating to this Contract; and the Contractor shall preserve all such records for a period of three (3) years after Final Payment hereunder.
- d. The Owner may audit the books and records of a Contractor or a subcontractor including material suppliers to the extent that the books and records relate to the performance of the Contract or any subcontract. Books and records shall be maintained by the Contractor for a period of three years after the date of final payment under the Contract and by the subcontractor for a period of three years after the date of final payment under the subcontract.
- e. The Contractor shall insert in all subcontracts the requirements set forth in subparagraphs a., b., c., and d. of this Clause and also a provision that the subcontractors include these requirements in any lower tier subcontracts which they may enter into together with a provision requiring this insertion in any further subcontracts that may in turn be made.

**51. Apprentices**

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a state apprenticeship agency that is recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to the Contractor's entire work force under the registered program. The Contractor or subcontractor will be required to furnish to the Owner written evidence of the registration of their program and apprentices as well as of the appropriate ratios and wage rates for the area of construction prior to using any apprentices on the Work.

**52. Copeland (Anti-Kickback) Act**

The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 276c) and the Anti-Kickback Act of 1986 (41 USC 51-58) and Regulations of the Secretary of Labor (29 CFR, Part 3) that are herein incorporated by reference. The Contractor shall comply with any amendments or modifications to this Act or these regulations and shall be responsible for the submission of affidavits required of subcontractors.

**53. Overtime Compensation**

- a. No Contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any work week in which he is employed on such Work to work in excess of eight hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, as the case may be.
- b. In the event of any violation of the requirements set forth in subparagraph a. above, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for such unpaid wages. In addition, such Contractor and subcontractor shall be liable to the Owner for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the requirements set forth in subparagraph a. above in the amount of \$20 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by subparagraph a. above.

- c. The Owner may withhold or cause to be withheld from any monies payable on account of Work performed by the Contractor or subcontractor such sums as Owner may determine to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in subparagraph b. above.
- d. The Contractor shall insert in all subcontracts the requirements set forth in subparagraphs a., b., and c. of this Clause and also a provision that the subcontractors include these requirements in any lower tier subcontracts which they may enter into together with a provision requiring this insertion in any further subcontracts that may in turn be made.

#### **54. Minimum Wages**

All mechanics, laborers, and field surveyors employed by the Contractor or subcontractor under this Contract will be paid the higher of the current prevailing wage rates established by the State Department of Labor and the U.S. Department of Labor.

All mechanics, laborers, and field surveyors employed by the Contractor or subcontractor at the job site under this Contract will be paid unconditionally and not less than once a week and without subsequent deduction or rebate on any account, except such payroll deductions as are permissible under the Copeland Act, the prevailing rate of wages that were in effect ten (10) days before the final date for submission of bids for this Contract. The rate shall remain in effect for the life of the Contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the Contract is completed, whichever occurs first. This process shall be repeated until the Contract is completed. The scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the job site. The Owner shall withhold so much of the accrued payments from periodic payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the Contractor or subcontractor the difference between:

1. The rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors in the Work.
2. The rates of wages in fact received by laborers, mechanics, and field surveyors on the Work.

If it is found that a laborer, mechanic, or field surveyor employed by the Contractor or subcontractor has been or is being paid a rate of wage less than the rate of wages required by the Contract to be paid, the Owner by written notice to the Contractor may terminate its right to proceed with the Work or the part of the Work for which there is a failure to pay the required wages and to prosecute the Work to completion by contract or otherwise; and its sureties are liable to the Owner for excess costs for completing the Work as a result of a violation of the provisions of this Clause.

#### **55. Employment Preference**

It is the policy of the State of Alaska that to fulfill the duty of loyalty owed to its citizens and to remedy social or economic problems, the State will grant an employment preference to residents when the State is acting as a market participant. The Contractor including its subcontractors for the duration of this Project shall comply with AS 36.10, Employment Preference, now in effect, and all regulations promulgated for its implementation currently in effect and those that may become in effect.

#### **56. Alaska Forest Products Preference**

In accordance with AS 36.15 and AS 36.30.322 whenever timber, lumber, and manufactured lumber products are required in this Project, only timber, lumber, and manufactured lumber products originating in this State from local forests shall be used wherever practicable. The Contractor for the duration of this Project shall purchase only timber, lumber, and manufactured lumber products harvested in this State whenever priced no more than seven percent above products harvested outside the State, available and of like quality when compared with timber, lumber, or manufactured lumber products harvested outside the State.

To meet this requirement the Contractor shall keep records documenting its solicitation efforts in obtaining Alaska Forest Products from suppliers listed with the Department of Community and Economic Development on its "Alaska Products Preference List". The Contractor shall provide the Owner with this record upon request, on the anniversary date of award and at the completion of the Contract. Failure to comply with this requirement or to provide records as required shall result in the Owner withholding all payments until compliance is met.

**57. Alaska Products and Recycled Alaska Products Preference**

When a Contractor designates the use of an Alaska Product or Recycled Alaska Product at bid opening in order to receive a preference, the Contractor must use the product or products designated. The Contractor shall keep records documenting its use of the Alaska Product or Recycled Alaska Product and provide the Owner these records upon request, on the anniversary date of the award and at the completion of the Contract.

If a Contractor who designates the use of an Alaska Product or Recycled Alaska Product in a bid fails to use the designated product for a reason within its control the Contract shall be reduced an amount equal to the percent preference it requested on the Alaska Product plus one percent of the value of the Alaska Product.

**58. Protection of Lives and Health**

In order to protect the lives and health of its employees under the Contract, the Contractor shall comply with all pertinent provisions of Alaska Statute 18.60 and with all pertinent provisions of the "Construction Safety Code" and "General Safety Code" issued by the Alaska Department of Labor and shall take or cause to be taken such additional measures as the Owner may determine to be reasonably necessary for this purpose. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage that may result from their failure or their improper construction, maintenance, or operation.

The Contractor shall provide all required environmental, safety and health oversight, training, equipment, materials supplies and documentation (including but not limited to Material Safety Data Sheets, training records, signage, and data) for their employees and subcontractors. Further, Contractor shall be solely responsible and accountable for all fines and penalties resulting from any environmental, health or safety violations by their employees or subcontractors that occurs while performing the Work.

**59. Clean Air and Water**

The Contractor shall comply with all regulations set forth in the Alaska Administrative Code (AAC) Title 18, Environmental Conservation, Chapter 50, Air Quality Control.

In addition, if the Contract amount exceeds \$100,000:

- a. The Contractor shall comply will all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibit the use under federal contracts or grants, facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.
- b. The Contractor warrants that any facilities to be used in the performance of this Contract are not listed on the EPA List of Violating Facilities.
- c. The Contractor will include a provision substantially the same as this, including this paragraph c. in every non-exempt subcontract.

**60. Hazardous Substances: Spills, Reporting & Communication Plan**

Title 18 of the Alaska Administrative Code Section 75.300 mandates the reporting of oil spills and hazardous material spills in a timely manner to the Department of Environmental Conservation (DEC). The Contractor may have responsibility under the law as the person in charge if an oil or hazardous spill occurs or is caused by any of its employees, suppliers or subcontractors. The Contractor, however, is responsible under this Contract to report any project related spills caused by its employees, suppliers or subcontractors within the time-lines given below to the Owner, Safety Officer and to its Project Representative in order for these persons to warn the Owner's employees, students and the general public on its property of a potentially hazardous condition. This Clause, or its effect, shall be in all of the Contractor's purchase orders, contracts and subcontracts and shall make each of the Contractor's subcontracted parties responsible to the Contractor as the Contractor is to the Owner.

The following chart shows the time-line for reporting of various size spills:

<u>Substance</u>	<u>Quantity</u>	<u>Spill on</u>	<u>Time to Report</u>
Hazardous Material	Any Amount	Land or Water	Immediately
Oil	Less than 0.5 pints or causes Less than 100 SF sheen	Water	7 Days
Oil	Greater than 55 gals. or causes Greater than 1000 SF sheen	Water	Immediately
Oil	Other than above	Water	24 Hours
Oil	Less than 10 gals.	Land	7 Days
Oil	Greater than 10 gals, but Less than 56 gals.	Land	24 Hours
Oil	Greater than 55 gals.	Land	Immediately

For all toxic or hazardous materials the Contractor uses in the performance of this Contract it shall have available a Material Safety Data Sheet (MSDS) as required under 8 AAC 15.0101 (g). For any of the "extremely hazardous substances" under the Superfund Amendments & Reauthorization Act (SARA) Title III used onsite, if the Hazard Rating Standard (NFPA 704M) is greater than zero (0) in any of the four categories (i.e. health, fire, special and reactivity) of hazardous substances, the Contractor shall be responsible for having onsite not only the Material Safety Data Sheet for each extremely hazardous substance, but a hazard communication program and plan for its employees to follow in the event of an accident. The Owner shall make available to the Contractor Material Safety Data Sheets for any toxic or hazardous substance under its control that the Contractor may encounter in its work under this Contract.

The contractor shall be responsible for all training, documentation, permits and activities associated with the introduction or generation of any hazardous wastes from its own activities and own materials utilized in the course of fulfilling this Contract.

**61. Laws Concerning University of Alaska**

This Contract is made and entered into under and subject to all provisions of the Constitution and laws of the State of Alaska and the United States of America governing, controlling, or affecting the Owner, or the operations or powers of the Owner. The Contractor shall perform the Contractor's agreements and undertakings entered into pursuant to the terms of this Contract in accordance with and subject to all the provisions of the Constitution and laws of the State of Alaska and the United States of America, it being specifically understood that all are, by this reference, hereby made a part of this Contract.

**62. Provisions Required by Law Deemed Inserted**

Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein; and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the request of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

**63. Interest of Member of or Delegate to Congress**

No member of or delegate to Congress or state official shall be entitled to any share or part of this Contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

**64. Other Prohibited Interests**

No official of the Owner who is authorized to act in such capacity on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract, or any subcontract in connection with the construction of the Project, shall become directly or indirectly associated personally except in his official capacity in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized to act in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the Construction of the Project shall become directly or indirectly interested personally except in his official capacity in this Contract, or any part thereof, or in any material supply contract, subcontract, insurance contract, or in any other contract pertaining to the Project.

**65. General Provisions**

- a. United States Currency. All references to dollars in this Agreement refer to United States currency.
- b. Time. Time is of the essence of this Agreement.
- c. Waiver. The failure of any party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy consequent upon a breach thereof shall not constitute a waiver by said party of any such provision, breach or subsequent breach of the same or any other provision.
- d. Remedies. Except as otherwise expressly provided in this Agreement, the parties shall be entitled to any and all remedies provided by Law and all such remedies shall be cumulative.
- e. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute a single agreement. This Agreement shall not become binding upon any party unless and until all parties have executed at least one counterpart of this Agreement.
- f. Further Actions. The parties hereby agree to take any and all actions and execute, acknowledge and deliver any and all documents reasonably necessary to effect the purposes of this Agreement.
- g. Modification of Agreement. This Agreement may be modified only by an instrument in writing duly executed by and delivered to all of the parties hereto.
- h. Entire Agreement. The Contract Documents embody the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter hereof.
- i. Law Governing. This Agreement shall be interpreted and construed in accordance with, and governed and enforced in all respects by, the laws of the State of Alaska, and any litigation arising pursuant to this Agreement shall only be brought after exhausting all administrative remedies in the Alaska Superior Court for the Fourth Judicial District, in Fairbanks, Alaska.

- j. Severability. If any provision of this Agreement or any application thereof shall be found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and any other application of such provision shall remain valid and be interpreted to effectuate the purposes of the agreement as a whole.
- k. Binding Effect. The rights, obligations and liabilities set forth in or arising under this Agreement shall extend to, be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- l. Paragraph Headings. The descriptive paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall not be held to expand, modify, amplify or aid in the interpretation or construction of this Agreement.
- m. Interpretation of the Agreement. This Agreement is the result of a public process in which Contractor had a full and unrestricted right to examine this Agreement before submitting its proposal or bid for this Agreement and prior to executing it and accordingly this Agreement shall not be construed against the drafting party.
- n. Relationship of the Parties. Nothing in this Agreement shall be construed to make the Owner an agent, a partner, or a joint venturer with the Contractor.
- o. Exhibits. All Exhibits to this Agreement are adopted by reference and incorporated herein as if fully set forth in this Agreement.
- p. Survival. Any obligation under this Agreement arising before such expiration or termination, shall survive the expiration or termination of this Agreement. Notwithstanding any other provision contained herein, until the Contractor's obligations pursuant to Clause 19 of this Agreement are fully satisfied, all of Contractor's obligations to insure and indemnify the Owner shall continue.
- q. Capitalized Terms. Unless a contrary meaning is clearly intended, terms that begin with capitalized letters shall have the meaning provided in Clause 1 or, if not defined in Clause 1, as explained in the contract. If a term is not capitalized, it shall have the meaning attributed to the term in common usage in the context in which it is used.

END OF GENERAL CONDITIONS

### **SPECIAL CONDITIONS**

- SC-01     **Time for Completion:** The work which the Contractor is required to perform under this Contract shall be commenced on the date stipulated by the Owner in the Notice-of-Award to the Contractor. Substantial Completion shall be achieved on, **2015.**
- SC-02     **Liquidated Damages:** Liquidated damages will be assessed in the amount of **\$XX** per day for each calendar day of delay beyond the date of Substantial Completion as stated in SC-01 or any extensions thereof which may be granted pursuant to the General Conditions.
- SC-03     **Professional Liability:** This project does not require professional liability insurance.
- SC-04     **Change GC 13.e.4 Builder's Risk Insurance:** All Risk Builder's Risk Insurance is not required.
- SC-05     **Permits:** The Contractor shall procure and pay for all permits, licenses and approvals as per General Conditions 14.a.
- SC-06     **Camping:** There will be no camping or overnight stays allowed on University Property.
- SC-07     **Salvage:** The Owner, at its sole option, may direct that salvage and/or surplus materials be delivered unloaded and stored on the Owner's property. Such place of storage will be within a five (5) mile radius of the project site. Surplus materials shall not be sold or transferred to University of Alaska employees.
- SC-08     **Smoking:** There is to be no smoking on or in UAA Buildings.

Effective November 19, 2015 the University's policy is as follows:

*A. Prohibitions*

*Smoking and the use of all tobacco and tobacco-related products are prohibited within all university real property, buildings and vehicles. Littering an area with, or with the remains of, tobacco-related or smoking-related products is also prohibited. This prohibition applies to all university events, events held on university grounds or property and applies to all members of the university community including faculty, staff, students, friends, volunteers, patients, customers, vendors, contractors, guests and visitors.*

## *B. Definitions*

- 1. "contractor" means anyone contracted to do work at a university site or property.*
- 2. "smoking" means inhaling, exhaling, burning, or carrying of any lighted or heated or vaporized tobacco-related product or non-tobacco plant product, or operating an electronic smoking or vaping device, instrument or apparatus which can be used to simulate the experience of smoking, or which can be used to house a liquid containing nicotine for delivery in any form to the user, including but not limited to hookahs, water pipes, e-cigarettes, e-cigars, e-pipes, and vape pens.*
- 3. "tobacco" and "tobacco-related products" include all forms of tobacco, including but not limited to cigarettes, cigars, pipes, kreteks, bidis, other inhalable burning substances and all smokeless tobacco and tobacco-containing products.*
- 4. "tobacco use" includes inhaling, smoking, sniffing, chewing, dipping, or any other assimilation of tobacco products.*
- 5. "university real property and buildings" includes buildings, trailers, facilities, campus grounds, athletic facilities, university vehicles, exterior open spaces, covered walkways, breezeways, walkways between sections of buildings, trails, exterior stairways and landings, recreational areas, university-owned parking lots, driveways, loading docks, university-owned streets, shuttle bus stops, sidewalks within all university campuses, and all property that is owned, operated, leased, occupied or controlled by the university except as specified below.*
- 6. "vendor" means anyone providing goods or services on university property or grounds.*

## *C. Exclusions*

*The prohibition in this regulation shall not apply in the following situations, to the extent that smoking or the use of tobacco or tobacco-related products is otherwise in conformity with applicable state, local and federal law:*

- 1. Personally owned vehicles parked or being driven on the campus, provided that the vehicles are not within a university parking garage;*
- 2. Public sidewalks or public rights-of-way that border a campus;*
- 3. Use of a non-combustion nicotine product approved by the United States Food and Drug Administration for tobacco use cessation or harm reduction, as long as the product when used as instructed does not produce any vapors, fumes, smoke, gases, mists, particulates or other emissions in amounts significant enough to be detectable by third persons. This includes over-the-counter products (patches, gum, lozenges) and certain prescription products (nasal sprays, personal inhalers);*

*4. Areas within a fenced construction project in which the contractor has complete care, custody, and control of the job site, if the relevant contract explicitly authorizes the contractor to allow smoking within the site, provided that any smoking is to occur no less than 50 feet distant from the exterior fence.*

SC-09

**Discrepancy-Order of Precedence** In the event that any provision of one Contract Document conflicts with a provision of any other Contract Document, the provision of that Contract Document first listed shall govern, except as otherwise specifically stated:

- a. This Agreement
- b. Exhibits, attachments, etc. incorporated herein by reference.
- c. Instructions to Bidders
- d. The Special Conditions
- e. Special written instructions to the Contractor, if any.
- f. The General Conditions
- g. Manufacturer's instructions with reference to approved materials.
- h. The Technical Specifications.
- i. The Contract Drawings

END SPECIAL CONDITIONS

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## Laborers' & Mechanics' Minimum Rates of Pay

For additional copies of this pamphlet go to:

[http://labor.alaska.gov/lss/forms/pamp600-0\\_011.pdf](http://labor.alaska.gov/lss/forms/pamp600-0_011.pdf)

Title 36. Public Contracts  
AS 36.05 & AS 36.10  
Wage & Hour Administration  
Pamphlet No. 600

State of Alaska  
Department of Labor and Workforce Development

Commissioner Heidi Drygas  
Effective ° 1, 201  
Issue 3

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# Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2016  
Issue 32



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THE STATE  
*of* **ALASKA**  
GOVERNOR BILL WALKER

**Department of Labor and  
Workforce Development**

Office of the Commissioner

Post Office Box 111149  
Juneau, Alaska 99811  
Main: 907.465.2700  
fax: 907.465-2784

April 1, 2016

**TO ALL CONTRACTING AGENCIES:**

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage and resident hire requirements.

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2016.

All projects with a final bid date of April 11, 2016, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or resident hire requirements, please contact the nearest Wage and Hour office. These offices are listed on Page xi.

Sincerely,

A handwritten signature in black ink that reads "Heidi Drygas".

Heidi Drygas  
Commissioner

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**Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed.** This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of the current laws and regulations, please refer to the official codes.

## EXCERPTS FROM ALASKA LAW

*(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)*

### **Sec. 36.05.005. Applicability.**

This chapter applies only to a public construction contract that exceeds \$25,000.

### **Sec. 36.05.010. Wage rates on public construction.**

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

### **Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.**

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

### **Sec. 36.05.045. Notice of work and completion; withholding of payment.**

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
  - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
    - (A) the primary contractor has complied with (a) and (b) of this section;
    - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
    - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
  - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
  - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

**Sec. 36.05.060. Penalty for violation of this chapter.**

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

**Sec. 36.05.070. Wage rates in specifications and contracts for public works.**

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
  - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
  - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
  - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
  - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
    - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
    - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

**Sec. 36.05.080. Failure to pay agreed wages.**

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

**Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.**

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation,

partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

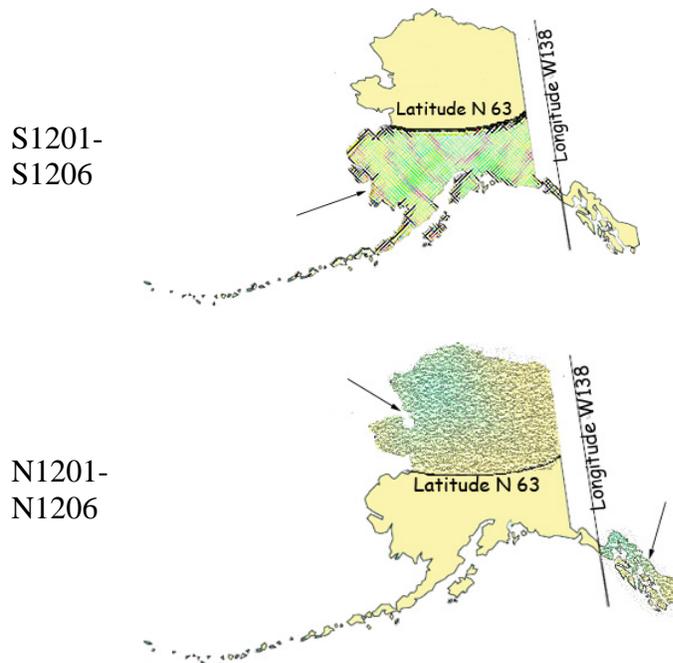
**Sec. 36.05.900. Definition.**

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

**ADDITIONAL INFORMATION**

**LABORER CLASSIFICATION CLARIFICATION**

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



**ACCOMMODATIONS AND PER DIEM**

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

**Employer-Provided Camp or Suitable Accommodations**

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

**Per Diem**

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers’ and Mechanics’ Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department’s existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

**\*\* NEW \*\* APPRENTICE HIRING REQUIREMENTS**

On November 5, 2015, Governor Walker signed Administrative Order No. 278 to help ensure that there is an adequate pool of well-trained Alaskan construction workers to satisfy the industry needs. AO 278 replaced AO 226 and established a 15 percent goal for hiring federally registered apprentices in certain job categories on all public construction projects awarded by the Alaska Department of Transportation and Public Facilities and the Alaska Department of Administration that exceed \$2.5 million. The Order requires the commissioners of DOTPF and DOA to strive to require not less than 15 percent labor hours on a qualified project are performed by federally registered apprentices in the following classifications:

- |               |                                   |                          |
|---------------|-----------------------------------|--------------------------|
| Boilermakers  | Elevator Constructors & Mechanics | Plumbers and Pipefitters |
| Bricklayers   | Insulation Workers                | Roofers                  |
| Carpenters    | Ironworkers                       | Sheetmetal Workers       |
| Cement Masons | Laborers                          | Surveyors                |

Culinary Workers  
Electricians  
Equipment Operators

Mechanics  
Millwrights  
Painters  
Piledriving Occupations

Sprinkler Fitters  
Truck Drivers  
Tug Boat Workers  
Welders

A federally registered apprentice is enrolled in an apprentice training program under 29 U.S.C. 50 and 29 C.F.R. 29.1 – 29.13. Contractors will be expected to file apprentice utilization forms throughout the project or utilize the online certified payroll filing system available on the My Alaska website. A copy of AO 278 may be viewed in its entirety at <http://gov.state.ak.us/admin-orders/278.html> or call any Wage and Hour office to receive a copy.

### **APPRENTICE RATES**

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship Training. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

### **FRINGE BENEFIT PLANS**

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

### **SPECIAL PREVAILING WAGE RATE DETERMINATION**

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director  
Alaska Department of Labor and Workforce Development  
Labor Standards & Safety Division  
Wage and Hour Administration  
P.O. Box 111149  
Juneau, AK 99811-1149  
-or-  
Email: [anchorage.lss-wh@alaska.gov](mailto:anchorage.lss-wh@alaska.gov)

**LABOR STANDARDS REGULATIONS  
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development  
Labor Standards & Safety Division  
Wage and Hour Administration  
1251 Muldoon Road, Suite 113  
Anchorage, AK 99504-2098  
Email: anchorage.lss-wh@alaska.gov

**For *REGULATIONS* information relating to any of the following:**

- Wage and Hour Title 23 Employment Practices
- Wage and Hour Title 36 Public Works
- Employment Agencies
- Child Labor
- Employment Preference (Local Hire)
- Plumbing Code
- Electrical Code
- Boiler/Pressure Vessel Construction Code
- Elevator Code
- Certificates of Fitness
- Recreational Devices

**Request any of the following *PUBLICATIONS* by checking below:**

- |  |   |
|--|---|
| <input type="checkbox"/> Wage and Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet   |
| <input type="checkbox"/> Minimum Wage & Overtime Poster              | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster                          | <input type="checkbox"/> Child Labor Pamphlet           |

***PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.***

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

**DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
ALASKA EMPLOYMENT PREFERENCE INFORMATION**

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ( $.90 \times 4 = 3.6 - .6 = 3$ ). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

**Alaska Department of Labor and Workforce Development  
Labor Standards & Safety Division  
Wage and Hour Administration**

**Web site: <http://labor.state.ak.us/lss/pamp600.htm>**

**Anchorage**

1251 Muldoon Road, Suite 113  
Anchorage, Alaska 99504-2098  
Phone: (907) 269-4900

Email:  
anchorage.lss-wh@alaska.gov

**Juneau**

1111 W. 8<sup>th</sup> Street, Suite 302  
Juneau, Alaska 99801  
Phone: (907) 465-4842

Email:  
juneau.lss-wh@alaska.gov

**Fairbanks**

Regional State Office Building  
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**DEBARMENT LIST**

**AS 36.05.090(b)** states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Debarment Expires

Bengal Groups, LLC	November 3, 2017
Mohammed Ali, Individual	November 3, 2017
Fry’s Services, LLC	November 16, 2017
John Paul Freie, Individual	November 16, 2017
Pyramid Audio & Video, Ltd.	June 19, 2018
Jeffrey P. Schneider, Individual	June 19, 2018

# Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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## Boilermakers

<b>A0101</b>	Boilermaker (journeyman)	44.01	8.57	15.34	1.60	VAC 3.00	SAF 0.34	72.86
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## Bricklayers & Blocklayers

\*\*See note on last page if remote site

<b>A0201</b>	Blocklayer	39.81	9.53	8.50	0.55	L&M 0.15	0.43	58.97
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Bricklayer  
 Marble or Stone Mason  
 Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)  
 Terrazzo Worker  
 Tile Setter

<b>A0202</b>	Tuck Pointer Caulker	39.81	9.53	8.50	0.55	L&M 0.15	0.43	58.97
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Cleaner (PCC)

<b>A0203</b>	Marble & Tile Finisher	33.94	9.53	8.50	0.55	L&M 0.15	0.43	53.10
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Terrazzo Finisher

<b>A0204</b>	Torginal Applicator	37.88	9.53	8.50	0.55	L&M 0.15	0.43	57.04
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## Carpenters, Statewide

\*\*See note on last page if remote site

<b>A0301</b>	Carpenter (journeyman)	38.09	9.78	13.61	0.70	L&M 0.10	SAF 0.15	62.43
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Lather/Drywall/Acoustical

## Cement Masons, Region I (North of N63 latitude)

\*\*See note on last page if remote site

<b>N0401</b>	Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10		58.01
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Application of Sealing Compound  
 Application of Underlayment  
 Building, General  
 Cement Mason (journeyman)  
 Concrete

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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**Cement Masons, Region I (North of N63 latitude)**  
 \*\*See note on last page if remote site

							L&M	
<b>N0401</b>	Group I, including:	37.50	7.43	11.80	1.18	0.10	58.01	
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							

							L&M	
<b>N0402</b>	Group II, including:	37.50	7.43	11.80	1.18	0.10	58.01	
	Form Setter							

							L&M	
<b>N0403</b>	Group III, including:	37.50	7.43	11.80	1.18	0.10	58.01	
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							

							L&M	
<b>N0404</b>	Group IV, including:	37.50	7.43	11.80	1.18	0.10	58.01	
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							

							L&M	
<b>N0405</b>	Group V, including:	37.75	7.43	11.80	1.18	0.10	58.26	
	Plasterer							

**Cement Masons, Region II (South of N63 latitude)**  
 \*\*See note on last page if remote site

							L&M	
<b>S0401</b>	Group I, including:	37.25	7.43	11.80	1.18	0.10	57.76	

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Cement Masons, Region II (South of N63 latitude)</b>								
**See note on last page if remote site								
<b>S0401</b>	Group I, including:	37.25	7.43	11.80	1.18	0.10	<b>L&amp;M</b>	57.76
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
<b>S0402</b>	Group II, including:	37.25	7.43	11.80	1.18	0.10	<b>L&amp;M</b>	57.76
	Form Setter							
<b>S0403</b>	Group III, including:	37.25	7.43	11.80	1.18	0.10	<b>L&amp;M</b>	57.76
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
<b>S0404</b>	Group IV, including:	37.25	7.43	11.80	1.18	0.10	<b>L&amp;M</b>	57.76
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
<b>S0405</b>	Group V, including:	37.50	7.43	11.80	1.18	0.10	<b>L&amp;M</b>	58.01
	Plasterer							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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**Culinary Workers \* See note on last page**

<b>A0501</b>	Baker/Cook	25.67	6.53	6.37		<b>LEG</b> 0.07	38.64
<b>A0503</b>	General Helper	22.62	6.53	6.37		<b>LEG</b> 0.07	35.59
	Housekeeper						
	Janitor						
	Kitchen Helper						
<b>A0504</b>	Head Cook	26.22	6.53	6.37		<b>LEG</b> 0.07	39.19
<b>A0505</b>	Head Housekeeper	23.04	6.53	6.37		<b>LEG</b> 0.07	36.01
	Head Kitchen Help						

**Dredgemen**  
 \*\*See note on last page if remote site

<b>A0601</b>	Assistant Engineer	39.26	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	61.36
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
<b>A0602</b>	Assistant Mate (deckhand)	38.10	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	60.20
<b>A0603</b>	Fireman	38.54	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	60.64
<b>A0605</b>	Leverman Clamshell	41.79	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	63.89
<b>A0606</b>	Leverman Hydraulic	40.03	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	62.13
<b>A0607</b>	Mate & Boatman	39.26	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	61.36
<b>A0608</b>	Oiler (dredge)	38.54	9.95	11.05	1.00	<b>L&amp;M</b> 0.10	60.64

**Electricians**

<b>A0701</b>	Inside Cable Splicer	39.82	12.19	13.01	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	66.32
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 PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;  
 VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Electricians**

<b>A0702</b>	Inside Journeyman Wireman, including: Technicians	39.49	12.19	13.25	0.95	L&M	LEG	66.23
<b>A0703</b>	Power Cable Splicer	52.27	12.19	18.76	0.95	0.20	0.15	84.52
<b>A0704</b>	Tele Com Cable Splicer	47.45	12.19	15.44	0.95	L&M	LEG	76.38
<b>A0705</b>	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.19	18.71	0.95	L&M	LEG	82.72
<b>A0706</b>	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.19	18.56	0.95	L&M	LEG	77.75
<b>A0707</b>	Straight Line Installer - Repairman	45.70	12.19	15.39	0.95	L&M	LEG	74.58
<b>A0708</b>	Powderman	48.52	12.19	18.65	0.95	L&M	LEG	80.66
<b>A0710</b>	Material Handler	26.15	11.64	4.78	0.15	L&M	LEG	43.02
<b>A0712</b>	Tree Trimmer Groundman	27.17	12.19	11.04	0.15	L&M	LEG	50.85
<b>A0713</b>	Journeyman Tree Trimmer	35.84	12.19	11.30	0.15	L&M	LEG	59.78
<b>A0714</b>	Vegetation Control Sprayer	39.29	12.19	11.40	0.15	L&M	LEG	63.33
<b>A0715</b>	Inside Journeyman Communications CO/PBX	38.07	12.19	12.96	0.95	L&M	LEG	64.52

**Elevator Workers**

<b>A0802</b>	Elevator Constructor	36.75	14.43	14.96	0.60	L&M	VAC	70.39
<b>A0803</b>	Elevator Constructor Mechanic	52.50	14.43	14.96	0.60	L&M	VAC	88.62

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 PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;  
 VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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**Heat & Frost Insulators/Asbestos Workers**  
 \*\*See note on last page if remote site

						<b>SAF</b>	
<b>A0902</b>	Asbestos Abatement-Mechanical Systems	37.38	8.84	9.51	1.20	0.12	57.05
						<b>SAF</b>	
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	37.38	8.84	9.51	1.20	0.12	57.05
						<b>SAF</b>	
<b>A0904</b>	Insulator, Group II	37.38	8.84	9.51	1.20	0.12	57.05
						<b>SAF</b>	
<b>A0905</b>	Fire Stop	37.38	8.84	9.51	1.20	0.12	57.05

**IronWorkers**  
 \*\*See note on last page if remote site

						<b>L&amp;M</b>	<b>IAF</b>	
<b>A1101</b>	Ironworkers, including:	36.25	7.83	19.25	0.97	0.46	0.10	64.86
	Bender Operators							
	Bridge & Structural							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							
						<b>L&amp;M</b>	<b>IAF</b>	
<b>A1102</b>	Helicopter	37.25	7.83	19.25	0.97	0.46	0.10	65.86
	Tower (energy producing windmill type towers to include nacelle and blades)							
						<b>L&amp;M</b>	<b>IAF</b>	
<b>A1103</b>	Fence/Barrier Installer	32.75	7.83	19.00	0.97	0.46	0.10	61.11
	Guard Rail Installer							
						<b>L&amp;M</b>	<b>IAF</b>	
<b>A1104</b>	Guard Rail Layout Man	33.49	7.83	19.00	0.97	0.46	0.10	61.85

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*\*See note on last page if remote site

						<b>L&amp;M</b>	<b>LEG</b>	
<b>N1201</b>	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20	56.37
	Asphalt Worker (shovelman, plant crew)							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG	
<b>N1201</b>	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20	56.37
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

<b>N1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37
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- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG	
<b>N1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Gunite Operator							
	Hod Carrier							
	Jackhammer or Pavement Breaker (more than 45 pounds)							
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							

						L&M	LEG	
<b>N1203</b>	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							
	Plastic Welding							
	Slurry Seal Squeegee Man							
	Traffic Control Supervisor							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*\*See note on last page if remote site

<b>N1203</b> Group III, including:		31.90	7.71	17.06	1.20	L&M	LEG	58.27
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Welding Certified (in connection with laborer's work)

<b>N1204</b> Group IIIA		35.18	7.71	17.06	1.20	L&M	LEG	61.55
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- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
- Licensed Powderman
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

<b>N1205</b> Group IV		19.57	7.71	17.06	1.20	L&M	LEG	45.94
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- Final Building Cleanup
- Permanent Yard Worker

<b>N1206</b> Group IIIB		38.72	5.00	17.06	1.20	L&M	LEG	62.38
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- Federally Licensed Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*\*See note on last page if remote site

<b>S1201</b> Group I, including:		30.00	7.71	17.06	1.20	L&M	LEG	56.37
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- Asphalt Worker (shovelman, plant crew)
- Brush Cutter
- Camp Maintenance Laborer
- Carpenter Tender or Helper
- Choke Setter, Hook Tender, Rigger, Signalman
- Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)
- Crusher Plant Laborer
- Demolition Laborer
- Ditch Digger
- Dumpman
- Environmental Laborer (hazard/toxic waste, oil spill)
- Fence Installer
- Fire Watch Laborer
- Flagman

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG	
<b>S1201</b>	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20	56.37
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						L&M	LEG	
<b>S1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Gunite Operator							
	Hod Carrier							
	Jackhammer or Pavement Breaker (more than 45 pounds)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG	
<b>S1202</b>	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37

- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

						L&M	LEG	
<b>S1203</b>	Group III, including:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						L&M	LEG	
<b>S1204</b>	Group IIIA	35.18	7.71	17.06	1.20	0.20	0.20	61.55

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
- Licensed Powderman
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*\*See note on last page if remote site

<b>S1205</b>	Group IV	19.57	7.71	17.06	1.20		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	45.94
	Final Building Cleanup								
	Permanent Yard Worker								

<b>S1206</b>	Group IIIB	38.72	5.00	17.06	1.20		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	62.38
	Federally Licensed Powderman (Responsible Person in Charge)								
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)								

**Millwrights**

<b>A1251</b>	Millwright (journeyman)	36.49	9.78	11.26	1.00		<b>L&amp;M</b> 0.40	0.05	58.98
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<b>A1252</b>	Millwright Welder	37.49	9.78	11.26	1.00		<b>L&amp;M</b> 0.40	0.05	59.98
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**Painters, Region I (North of N63 latitude)**  
 \*\*See note on last page if remote site

<b>N1301</b>	Group I, including:	32.07	7.83	11.10	1.08		<b>L&amp;M</b> 0.07		52.15
	Brush								
	General Painter								
	Hand Taping								
	Hazardous Material Handler								
	Lead-Based Paint Abatement								
	Roll								

<b>N1302</b>	Group II, including:	32.59	7.83	11.10	1.08		<b>L&amp;M</b> 0.07		52.67
	Bridge Painter								
	Epoxy Applicator								
	General Drywall Finisher								
	Hand/Spray Texturing								
	Industrial Coatings Specialist								
	Machine/Automatic Taping								
	Pot Tender								
	Sandblasting								
	Specialty Painter								
	Spray								
	Structural Steel Painter								

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
<b>Painters, Region I (North of N63 latitude)</b>								
**See note on last page if remote site								
<b>N1302</b>	Group II, including:	32.59	7.83	11.10	1.08		<b>L&amp;M</b> 0.07	52.67
	Wallpaper/Vinyl Hanger							
<b>N1304</b>	Group IV, including:	37.88	7.83	11.86	1.05		0.05	58.67
	Glazier							
	Storefront/Automatic Door Mechanic							
<b>N1305</b>	Group V, including:	29.51	7.83	5.02	0.83		0.07	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
<b>Painters, Region II (South of N63 latitude)</b>								
**See note on last page if remote site								
<b>S1301</b>	Group I, including :	30.31	7.83	10.85	1.08		<b>L&amp;M</b> 0.07	50.14
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
	Spray							
<b>S1302</b>	Group II, including :	31.56	7.83	10.85	1.08		<b>L&amp;M</b> 0.07	51.39
	General Drywall Finisher							
	Hand/Spray Texturing							
	Machine/Automatic Taping							
	Wallpaper/Vinyl Hanger							
<b>S1303</b>	Group III, including :	31.66	7.83	10.85	1.08		<b>L&amp;M</b> 0.07	51.49
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;  
 PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;  
 VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Painters, Region II (South of N63 latitude)**  
 \*\*See note on last page if remote site

<b>S1304</b>	Group IV, including:	37.88	7.83	11.11	1.08		<b>L&amp;M</b>	57.97
	Glazier							
	Storefront/Automatic Door Mechanic							

<b>S1305</b>	Group V, including:	29.51	7.83	5.02	0.83		<b>L&amp;M</b>	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

**Piledrivers**  
 \*\*See note on last page if remote site

<b>A1401</b>	Piledriver	38.09	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	62.43
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								

<b>A1402</b>	Piledriver-Welder/Toxic Worker	39.09	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	63.43
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<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	42.40	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	66.74
	Single Atmosphere Suit, Bell or Submersible Pilot								

<b>A1404</b>	Diver (working) ***See note on last page	82.20	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	106.54
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<b>A1405</b>	Diver (standby) ***See note on last page	42.40	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	66.74
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<b>A1406</b>	Dive Tender ***See note on last page	41.40	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	65.74
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<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	43.65	9.78	13.61	0.70		<b>L&amp;M</b>	<b>IAF</b>	67.99
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**Plumbers, Region I (North of N63 latitude)**

<b>N1501</b>	Journeyman Pipefitter	41.21	7.75	13.45	1.25		<b>L&amp;M</b>	<b>S&amp;L</b>	64.76
	Plumber								

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Plumbers, Region I (North of N63 latitude)**

<b>N1501</b>	Journeyman Pipefitter	41.21	7.75	13.45	1.25		L&M S&L	64.76
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Welder

**Plumbers, Region II (South of N63 latitude)**

<b>S1501</b>	Journeyman Pipefitter	40.00	8.88	11.57	1.25		L&M	61.90
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Plumber

Welder

**Plumbers, Region IIA (1st Judicial District)**

<b>X1501</b>	Journeyman Pipefitter	37.27	12.72	11.25	2.50		L&M	63.98
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Plumber

Welder

**Power Equipment Operators**  
 \*\*See note on last page if remote site

<b>A1601</b>	Group I, including:	40.03	9.95	11.05	1.00		L&M	62.13
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- Asphalt Roller: Breakdown, Intermediate, and Finish
- Back Filler
- Barrier Machine (Zipper)
- Beltcrete with Power Pack & similar conveyors
- Bending Machine
- Boat Coxswain
- Bulldozer
- Cableways, Highlines & Cablecars
- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
  - (a) Hydralifts or Transporters, (all track or truck type)
  - (b) Derricks
  - (c) Overhead
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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**Power Equipment Operators**  
 \*\*See note on last page if remote site

						L&M	
<b>A1601</b>	Group I, including:	40.03	9.95	11.05	1.00	0.10	62.13

- Drag Scraper, Yarder, and similar types
- Drilling Machines, Core, Cable, Rotary and Exploration
- Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine
- Helicopters
- Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat
- Hydro Ax, Feller Buncher & similar
- Hydro Excavation (Vac-Truck and Similar)
- Licensed Line & Grade
- Loaders (2 1/2 yards through 5 yards, including all attachments):
  - (a) Forklifts (with telescopic boom & swing attachment)
  - (b) Front End & Overhead, (2-1/2 yards through 5 yards)
  - (c) Loaders, (with forks or pipe clamp)
  - (d) Loaders, (elevating belt type, Euclid & similar types)
- Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)
- Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer
- Micro Tunneling Machine
- Mixers: Mobile type with hoist combination
- Motor Patrol Grader
- Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield
- Operator on Dredges
- Piledriver Engineer, L.B. Foster, Puller or similar paving breaker
- Plant Operator (Asphalt & Concrete)
- Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)
- Remote Controlled Equipment
- Scraper (through 40 yards)
- Service Oiler/Service Engineer
- Shot Blast Machine
- Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)
- Sideboom (under 45 tons)
- Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)
- Sub Grader (Gurries, Reclaimer & similar types)
- Tack Tractor
- Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter
- Unlicensed Off-Road Hauler
- Wate Kote Machine

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Power Equipment Operators**  
 \*\*See note on last page if remote site

<b>A1602</b> Group IA, including:		41.79	9.95	11.05	1.00		<b>L&amp;M</b> 0.10	63.89
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- Camera/Tool/Video Operator (Slipline)
- Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
- Cranes (over 45 tons or 150 feet including jib & attachments)
  - (a) Clamshells & Draglines (over 3 yards)
  - (b) Tower Cranes
- Licensed Water/Waste Water Treatment Operator
- Loaders (over 5 yards)
- Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- Quad
- Scrapers (over 40 yards)
- Screed
- Shovels, Backhoes, Excavators with all attachments (over 3 yards)
- Sidebooms (over 45 tons)
- Slip Form Paver, C.M.I. & similar types

<b>A1603</b> Group II, including:		39.26	9.95	11.05	1.00		<b>L&amp;M</b> 0.10	61.36
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- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Grade Checker
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Licensed Grade Technician
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

<b>A1604</b> Group III, including:		38.54	9.95	11.05	1.00		<b>L&amp;M</b> 0.10	60.64
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power
- Bump Cutter

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Power Equipment Operators**  
 \*\*See note on last page if remote site

<b>A1604</b>	Group III, including:	38.54	9.95	11.05	1.00		<b>L&amp;M</b>	60.64
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- Compressor
- Farm Tractor
- Forklift, Industrial Type
- Gin Truck or Winch Truck (with poles when used for hoisting)
- Hoists, Air Tuggers, Elevators
- Loaders:
  - (a) Elevating-Atthey, Barber Greene & similar types
  - (b) Forklifts or Lumber Carrier (on construction job sites)
  - (c) Forklifts, (with tower)
  - (d) Overhead & Front End, (under 2-1/2 yards)
- Locomotives: Dinkey (air, steam, gas & electric) Speeders
- Mechanics, Light Duty
- Oil, Blower Distribution
- Posthole Digger, Mechanical
- Pot Fireman (power agitated)
- Power Plant, Turbine Operator, (under 200 k.w.)
- Pumps, Water
- Roller (other than Asphalt)
- Saws, Concrete
- Skid Hustler
- Skid Steer (with all attachments)
- Stake Hopper
- Straightening Machine
- Tow Tractor

<b>A1605</b>	Group IV, including:	32.33	9.95	11.05	1.00		<b>L&amp;M</b>	54.43
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- Crane Assistant Engineer/Rig Oiler
- Drill Helper
- Parts & Equipment Coordinator
- Spotter
- Steam Cleaner
- Swamper (on trenching machines or shovel type equipment)

**Roofers**  
 \*\*See note on last page if remote site

<b>A1701</b>	Rofer & Waterproofer	42.62	11.75	2.91	0.81		<b>L&amp;M</b>	58.22
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<b>A1702</b>	Rofer Material Handler	29.83	11.75	2.91	0.81		<b>L&amp;M</b>	45.43
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund;  
 PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate;  
 VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	L&M	THR
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**Sheet Metal Workers, Region I (North of N63 latitude)**

		<b>L&amp;M</b>					
<b>N1801</b>	Sheet Metal Journeyman	45.93	9.50	10.64	1.32	0.25	67.64

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

**Sheet Metal Workers, Region II (South of N63 latitude)**

		<b>L&amp;M</b>					
<b>S1801</b>	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	0.33	63.52

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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**Sheet Metal Workers, Region II (South of N63 latitude)**

<b>S1801</b>	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	<b>L&amp;M</b> 0.33	63.52
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Skylight installation

**Sprinkler Fitters**

<b>A1901</b>	Sprinkler Fitter	43.75	8.77	13.35	0.45	<b>L&amp;M</b> 0.25	66.57
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**Surveyors**  
 \*\*See note on last page if remote site

<b>A2001</b>	Chief of Parties	42.51	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	63.88
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<b>A2002</b>	Party Chief	40.92	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	62.29
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<b>A2003</b>	Line & Grade Technician/Office Technician	40.32	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	61.69
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<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)	38.20	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	59.57
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<b>A2005</b>	Stake Hop/Grademan	35.27	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	56.64
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<b>A2006</b>	Chain Person (for crews with more than 2 people)	33.86	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	55.23
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**Truck Drivers**  
 \*\*See note on last page if remote site

<b>A2101</b>	Group I, including:	39.29	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	60.66
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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**Truck Drivers**  
 \*\*See note on last page if remote site

<b>A2101</b>	Group I, including:	39.29	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	60.66
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- Material Coordinator and Purchasing Agent
- Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
- Semi with Double Box Mixer
- Tireman, Heavy Duty/Fueler
- Water Wagon (250 Bbls and above)

<b>A2102</b>	Group 1A including:	40.56	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	61.93
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- Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)
- Jeeps (driver under load)

<b>A2103</b>	Group II, including:	38.03	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	59.40
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- All Deltas, Commanders, Rollagons, & similar equipment
- Boom Truck/Knuckle Truck (over 5 tons)
- Construction and Material Safety Technician
- Dump Trucks (including rockbuggy & trucks with pups) over 20 yards up to & including 40 yards
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)
- Lowboys (including attached trailers & jeeps up to & including 8 axles)
- Mechanics
- Partsman
- Ready-mix (over 7 yards up to & including 12 yards)
- Stringing Truck
- Super Vac Truck/Cacasco Truck/Heat Stress Truck
- Turn-O-Wagon or DW-10 (not self loading)

<b>A2104</b>	Group III, including:	37.21	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	58.58
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- Batch Trucks (8 yards & up)
- Boom Truck/Knuckle Truck (up to & including 5 tons)
- Dump Trucks (including rockbuggy & trucks with pups) over 10 yards up to & including 20 yards
- Expeditor (electrical & pipefitting materials)
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)
- Greaser - Shop
- Oil Distributor Driver
- Thermal Plastic Layout Technician
- Traffic Control Technician

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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**Truck Drivers**  
 \*\*See note on last page if remote site

<b>A2104</b>	Group III, including:	37.21	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	58.58
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Trucks/Jeeps (push or pull)

<b>A2105</b>	Group IV, including:	36.63	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	58.00
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)
- Dumpster
- Expeditor (general)
- Fire Truck/Ambulance Driver
- Flat Beds, Dual Rear Axle
- Foam Distributor Truck Dual Axle
- Front End Loader with Fork
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)
- Loadmaster (air & water operations)
- Lumber Carrier
- Ready-mix, (up to & including 7 yards)
- Rigger (air/water/oilfield)
- Semi or Truck & Trailer
- Tireman, Light Duty
- Track Truck Equipment
- Vacuum Truck, Truck Vacuum Sweeper
- Warehouseperson
- Water Truck (Below 250 Bbls)
- Water Truck, Dual Axle
- Water Wagon, Semi

<b>A2106</b>	Group V, including:	35.87	9.98	9.99	1.30	<b>L&amp;M</b> 0.10	57.24
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- Batch Truck (up to & including 7 yards)
- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Truck Drivers**  
 \*\*See note on last page if remote site

						L&M	
<b>A2106</b>	Group V, including:	35.87	9.98	9.99	1.30	0.10	57.24
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

**Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG
<b>N2201</b>	Group I, including:	33.00	7.71	17.06	1.20	0.20	59.37
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
<b>N2202</b>	Group II, including:	34.10	7.71	17.06	1.20	0.20	60.47
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
<b>N2203</b>	Group III, including:	35.09	7.71	17.06	1.20	0.20	61.46
	Miner						
	Retimberman						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG	
<b>N2204</b>	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

<b>N2206</b>	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

**Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG	
<b>S2201</b>	Group I, including:	33.00	7.71	17.06	1.20	0.20	0.20	59.37
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							

<b>S2202</b>	Group II, including:	34.10	7.71	17.06	1.20	0.20	0.20	60.47
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Jackhammer							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							

<b>S2203</b>	Group III, including:	35.09	7.71	17.06	1.20	0.20	0.20	61.46
	Miner							
	Retimberman							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*\*See note on last page if remote site

						L&M	LEG	
<b>S2204</b>	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

						L&M	LEG	
<b>S2206</b>	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

**Tunnel Workers, Power Equipment Operators**  
 \*\*See note on last page if remote site

						L&M		
<b>A2207</b>	Group I	44.03	9.95	11.05	1.00	0.10		66.13
<b>A2208</b>	Group IA	45.97	9.95	11.05	1.00	0.10		68.07
<b>A2209</b>	Group II	43.19	9.95	11.05	1.00	0.10		65.29
<b>A2210</b>	Group III	42.39	9.95	11.05	1.00	0.10		64.49
<b>A2211</b>	Group IV	35.56	9.95	11.05	1.00	0.10		57.66

\* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

\*\* This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

\*\*\* Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

DIVISION 1

UAA [PROJECT NAME]

PROJECT NO. ##-####

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Project
- B. Owner Furnished Materials and Equipment
- C. Work under other contracts
- D. Assigned Contracts
- E. Work Restrictions - Contractor use of premises and Owner occupancy

1.02 RELATED SECTIONS

- A. General and Special Conditions
- B. Technical Specifications Section.

1.03 SUBMITTALS

- A. Prior to beginning work, provide a list of employees who will be working on the site.
- B. Provide a list of Emergency contacts for after hour issues.

1.04 DESCRIPTION OF PROJECT

- A. The Work includes the following items. The Contract Documents reflect the detailed scope of work.

1. General Work description: XXXXXXXXXXXXXXXXXXXX

- B. The Contract Documents were prepared for the Project by:

Name: XXXXXXXXXXXX.  
Address: XXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

- C. The Work will be constructed under a single lump sum prime contract.

- D. Contract Documents: The Contractor will be provided with one (1) set of conformed contract documents (if applicable) with the Notice to Proceed. The Contractor may, at his own expense, have additional sets reproduced from Owner's original.

1.05 OWNER SUPPLIED MATERIALS AND EQUIPMENT

- A. Owner furnished equipment includes the following: None.

1.06 WORK UNDER OTHER CONTRACTS: None.

1.07 ASSIGNED CONTRACTS: None.

1.08 WORK RESTRICTIONS – CONTRACTOR USE OF PREMISES AND OWNER OCCUPANCY

- A. BUILDING SECURITY: Provide for security of any area of the building turned over to the Contractor for his exclusive use. Security responsibility for areas that are partially or fully occupied by the Owner will remain with the Owner.
- B. Prior to beginning work, provide a list of employees who will be working on the site.
- C. Owner occupancy is described and shown on the matrix indicated on the Drawings.
- D. Limit construction activities which generate noise levels in excess of NC=50, as sensed in occupied areas of the facility. Coordinate with Project Manager on occupancy periods.
- E. The Owner will occupy portions of the facility during the entire period of construction for the conduct of his normal operations.
- F. Maintain IBC complying access through corridors, stairways, and building exits to Owner occupied areas at all times.
- G. While working in Owner occupied areas:
  - 1. Cover and protect from dust and debris, at the start of each work day, electronic office equipment such as personal computer terminals, FAXs, copiers, printers, postage meters, monitors, etc. and electronic or sensitive research equipment. Remove protection at the end of each work day.

2. Do not use furniture, such as countertops, desks, filing cabinets, bookshelves, and tables as work surfaces or as steps to access Work.
  3. At the end of each work day, move back to original location equipment and furniture moved to accommodate Work. Do not move electronic or sensitive equipment unless absolutely necessary to accomplish Work and only after obtaining approval from the Owner. Do not disconnect electronic equipment from data communications systems without Owner assistance.
  4. Clean work areas, including floors with a vacuum, and remove tools, equipment, and construction material from work areas at the end of each work day.
  5. Make existing systems fully operational for intended purpose during Owner occupied hours.
  6. Provide temporary lighting, equal to that provided by the existing lighting system, whenever neither the existing lighting system nor the new lighting system is available to provide lighting equal to that provided by the existing system.
  7. Provide temporary power, equal to that provided by the existing power system, when neither the existing power system nor the new power system is available to provide power equal to that provided by the existing power system.
  8. Smoking is not permitted in any University buildings. See Special Condition **SC-08**.
  9. The use of alcohol is not permitted on University Property except in residential units by the occupants and their guests and in compliance with all state and local laws.
- H. A sprinkler system serving a Work Area will not be considered to be complete until the fire alarm system supervision for that sprinkler system is also fully operational, tested and accepted.
- I. It is recognized that completed work areas or work areas not yet available for construction may have to be accessed to accomplish Work associated with Work Areas currently under construction. In addition to requirements for working in Owner occupied areas stated elsewhere:

1. Coordinate access with the various trades requiring access to minimize disruption of Owner activities.
  2. Schedule Work so that nearby offices and classrooms are not disrupted. Coordinate with the Owner.
  3. Give written notice one week in advance of beginning Work in specific areas. Include with notice a schedule of the Work requiring access.
  4. Replace ceiling tiles removed to access Work at the end of each work day.
- J. Materials Storage and Protection: An area will be assigned to the Contractor for materials stored in the closest possible proximity to the project site. Providing protection and security for the area is the responsibility of the Contractor.
1. Any materials stored outside of the buildings being worked on under this contract will be kept in the designated storage area.
  2. Materials will be stored in occupied buildings only in the locations as directed by the Owner.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES: General description of the scope of work for each of the alternates. The scope of work for each of the alternates is identified in Drawings and Specifications. These descriptions shall not be interpreted to conflict with the Drawings and Specifications.

**Alternate No. 1**

The work under Alternate No. 1 of this contract includes..... and all associated work. PM TO INSERT DESCRIPTION

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. Instructions To Bidders, Clause 12, Comparison and Evaluation of Bids
- B. Bid Form
- C. Technical Specifications
- D. Drawings

END OF SECTION

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## PART 1 GENERAL

### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract and Special Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related sections include the following:
  - 1. Division 1 Section "Product Requirements" for administration procedures for handling requests for substitutions made after Contract award.

### 1.3 MINOR CHANGES

- A. Architect will issue through the Owner's representative supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

### 1.4 PROPOSAL REQUESTS

- A. Contractor Initiated Proposals: If latent or unforeseen conditions require modification to the Contract, Contractor may propose changes by submitting a request for change to the Owner's Representative. In addition, Contractor may prepare a request for change due to the Contract resulting from a response to a Request for Information (RFI).
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributed to the change.

5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements on Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- B. Proposal Request Form: Use AIA Document G709 for Proposal Requests or an approved alternate form.
- C. Owner-Initiated Proposal Requests: Architect through Owner's Representative will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Proposed Requests issued by Owner are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  2. Within time specified in Proposal Request, but not less than 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributed to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

## 1.5 CHANGE ORDER PROCEDURES

- A. Upon Owner's approval of a Proposal Request, Owner's Representative may issue a Change Order for signature of Owner and Contractor.

## 1.6 CONSTRUCTION DIRECTIVE

- A. Owner-Initiated Construction Directive: Owner's Representative may issue a Construction Directive (CD). Construction Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
  
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Application for payment procedures.

1.02 RELATED SECTIONS

- A. General Conditions
- B. 01 33 00 - Submittal Procedures: Submittal requirements for the Schedule of Values.
- C. 01 78 00 - Closeout Submittals: Final application for payment.

1.03 APPLICATION FOR PAYMENT PROCEDURES

- A. Format of Periodic Estimate for Partial Payment: Use attached Periodic Estimate for Partial Payment form (included within the project manual) completed per instructions given during the pre-construction conference. An electronic version of the standard form may be prepared and used, subject to approval by the Owner.
  - 1. Coordinate preapproved quantities and percentages with the Owner **prior** to formal submittal of the pay request. Provide a **draft** copy of the application for payment for review as a basis for prior approval.
  - 2. Payment requests inconsistent with the preapproved quantities and percentages or that contain inaccuracies or errors, will be returned to the Contractor for correction and re-submittal.
- B. Submit the following items with two (2) signed copies of the application for payment, with each of the items signed by the Contractor:
  - 1. Project Schedule: arrow diagram (CPM) and tabulated schedules updated to show percentage completion of all work items in progress and current order of activities.
  - 2. Certify that Project Record Documents, including As-Builts and Submittals, are current.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Coordination Procedures
- B. Project Meetings
  - 1. Preconstruction Conference (by Owner)
  - 2. Site Mobilization Meeting (by Owner)
  - 3. Coordination Meetings (by Contractor)
  - 4. Pre-installation Meetings
  - 5. Monthly Progress Meetings (by Owner)
  - 6. Safety Meetings (see Section 01 41 00, Site Safety Requirements)
- C. Coordination of construction operations
- D. Key checkout procedures
- E. University Police Department Notifications: Alarm System Interruptions
- F. Utility Interruption Notifications
- G. Protection of Existing Facilities

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. General Conditions

1.03 PROJECT COORDINATION PROCEDURE:

- A. The Owner shall be the Administrative Authority on this project and will issue all orders to the Contractor. The Architect/Engineer is responsible to the Owner for periodic architectural observation of the project. The Architect/Engineer is not authorized to make any changes in the Contract amount nor time for completion of the project. The Architect/Engineer may issue field memorandum to the Contractor for deficiencies in the work and for providing additional instruction and interpretation of the technical specifications and drawings. Any reference to Architect, Engineer, Contract Administrator, or any other related title shall be construed to be the designated representative as appointed by the Owner.

In pursuance of this contract, address all correspondence to the Owner's representatives in the following manner:

University of Alaska  
Facilities Planning and Construction  
Attn: Director  
Project Name and Number  
3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99508-4669  
Telephone: (907) 786-4900  
Fax: (907) 786-4901  
E-mail: uaa\_fpc@uaa.alaska.edu

B. The Architect/Engineer for this project is

(A&E Firm Name)  
XXXXXXXXXXXXXXXXXXXXX  
Anchorage, Alaska 99501  
Phone: (907) 000-0000  
Fax: (907) 000-0000

C. Superintendence and Employees: In addition to General Condition, before starting work, the Contractor shall designate a competent authorized representative to represent and act for the Contractor, and shall inform the University in writing of the name and address of such representative, together with a clear definition of the scope of his authority to represent and act for the Contractor, and shall specify any and all limitations of such authority. Such representative shall be present or duly represented at the site of work at all times when work is actually in progress and, during periods when work is suspended, arrangements acceptable to the University shall be made for emergency work that may be required. The Contractor's authorized representative shall be supported by competent assistants, as necessary; and the authorized representative and his assistants shall be satisfactory to the University. All requirements, instructions and other Communications given to the authorized representative by the University shall be as binding if given to the Contractor.

None of the Contractor's superintendents, supervisors, or engineers shall be withdrawn from the work without due notice being given to the University; and no such withdrawal shall be made if it will jeopardize successful completion of the work.

The Contractor shall employ only competent and skilled men to perform any work. The Contractor shall be responsible for maintaining the orderly and faithful conduct of its employees.

The University may, in writing, require the Contractor to remove from the work any employee whom the University deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the work is deemed by the University to be contrary to the University's interest.

The Contractor shall use local material, equipment, Subcontractors, and workmen to the extent that they are reasonably available when, to do so, will not result in additional expense to the Contractor.

#### 1.04 PRECONSTRUCTION CONFERENCE

- A. The Owner will schedule a preconstruction conference before construction starts, at a time convenient to the Owner and the Contractor, but no later than fifteen (15) days after execution of the Agreement. The conference will be held at the Project Site or another convenient location. The meeting will be conducted to review responsibilities and personnel assignments. The Owner will issue meeting minutes.
- B. Attendees: Authorized representatives of the Owner, Architect, and their sub-consultants; the Contractor and its Project Superintendent; major subcontractors; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project.
- C. Agenda: The Owner will prepare the agenda which may include the following items; (the Contractor may submit additional agenda items):
  - 1. Designation of responsible personnel
  - 2. Distribution of Contract Documents
  - 3. Procedures for processing field decisions and Change Orders
  - 4. Tentative construction schedule
  - 5. Critical work sequencing
  - 6. Submittal of Shop Drawings, Product Data, and Samples
  - 7. Critical work sequencing
  - 8. Preparation of record documents
  - 9. Procedures for processing Applications for Payment
  - 10. Weekly Coordination Meetings (Contractor)
  - 11. Monthly Progress Meetings (Owner)
  - 12. Use of the premises
  - 13. Parking availability
  - 14. Office, work, and storage areas
  - 15. Equipment deliveries and priorities
  - 16. Safety procedures
  - 17. First aid
  - 18. Security

19. Sexual Harassment Sensitivity
20. Housekeeping
21. Working hours

- D. Meeting minutes: Owner, or the A/E under Owner direction, will document meeting; prepare and distribute meeting minutes within 48-hours of adjournment. Minutes will be typed, reflecting date, meeting number, list of attendees, and in a format to facilitate correction of previous meeting minutes. Distribution to be to all attendees and those affected by discussions or decisions made at meetings.

#### 1.05 SITE MOBILIZATION MEETING, by Owner

- A. Owner will schedule a meeting at the Project site prior to Contractor mobilization and occupancy.
- B. Attendees: Authorized representatives of the Owner, Architect, and their sub-consultants; the Contractor and its Project Superintendent, Quality Control Representative, and Safety person; major subcontractors; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project.
- C. Agenda: The Owner will prepare the agenda which may include the following items; (the Contractor may submit additional agenda items):
1. Use of the premises by Owner and Contractor
  2. Parking availability
  3. Temporary utilities provided by Owner
  4. Office, work, and storage areas
  5. Equipment deliveries and priorities
  6. Safety procedures
  7. First aid
  8. Security
  9. Sexual Harassment Sensitivity
  10. Housekeeping
  11. Working hours
  12. Procedures for testing
  13. Procedures for maintaining record documents
  14. Requirements for start-up and commissioning
  15. Inspection and acceptance of equipment put into service during construction period
- D. Meeting minutes: Owner, or the A/E under Owner direction, will document meeting; prepare and distribute meeting minutes with 48-hours of adjournment.

Minutes will be typed, reflecting date, meeting number, list of attendees, and in a format to facilitate correction of previous meeting minutes. Distribution to be to all attendees and those affected by discussions or decisions made at meetings.

#### 1.06 COORDINATION MEETINGS, by Contractor

- A. Schedule and administer coordination meetings throughout progress of the Work at one-week intervals.
- B. Location: Arrangements made by the Contractor at site mutually agreed upon by Contractor and Owner.
- C. Attendance: Project Superintendent, major Subcontractors and Suppliers; Project Manager and others as appropriate to agenda topics for each meeting.
- D. Agenda: Prepare agenda with copies for participants. Contractor shall notify the Owner's representative of any requested agenda items a minimum of 24 hours prior to meetings. Minimum Agenda to include the following:
  - 1. Review minutes of previous meetings
  - 2. Review of Work progress
  - 3. Field observations, problems and decisions
  - 4. Identification of problems which concern planned progress
  - 5. Status of progress schedule and adjustments thereto
  - 6. Planned progress during succeeding work period
  - 7. Coordination of projected progress
  - 8. Review of submittals schedule and status of submittals
  - 9. Pending changes and substitutions
  - 10. Review of off-site fabrication and delivery schedules
  - 11. Status of RFI's
  - 12. Maintenance of quality and work standards
  - 13. Furnish copies of Safety Meeting Reports
  - 14. Schedule and coordinate inspections
  - 15. Utility interruptions
  - 16. Other items affecting or relating to Work
- E. Meeting minutes: Contractor to document meeting; prepare meeting minutes and distribute within 24-hours of adjournment. Minutes will be typed, reflecting date, meeting number, list of attendees, and in a format to facilitate correction of previous meeting minutes. Distribution to be to all attendees and those affected by discussions or decisions made at meetings.

#### 1.07 PRE-INSTALLATION MEETINGS

- A. Conduct a pre-installation conference at the Project Site before each

construction activity that requires coordination with other construction. Definable features of work that require a Pre-Installation Meeting are listed in Section 01 40 00, Appendix A.

- B. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Owner of scheduled meeting dates.
  
- C. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
  - 1. Contract Documents
  - 2. Options
  - 3. Related Change Orders
  - 4. Purchases
  - 5. Deliveries
  - 6. Shop Drawings, Product Data, and quality-control samples
  - 7. Review of mockups
  - 8. Possible conflicts
  - 9. Compatibility problems
  - 10. Time schedules
  - 11. Weather limitations
  - 12. Manufacturer's recommendations
  - 13. Warranty requirements
  - 14. Compatibility of materials
  - 15. Acceptability of substrates
  - 16. Temporary facilities
  - 17. Space and access limitations
  - 18. Governing regulations
  - 19. Safety
  - 20. Inspecting and testing requirements
  - 21. Required performance results
  - 22. Recording requirements
  - 23. Protection
  
- D. Record significant discussions and agreements and disagreements of each conference, and the approved schedule. Promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
  
- E. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

#### 1.08 MONTHLY PROGRESS MEETINGS, by Owner

- A. The Owner may conduct a Progress Meeting a minimum of once each month to, among other things, review progress and arrive at approaches or solutions to problems.
- B. Attendees: Project Superintendent and other key Contractor personnel, and major Subcontractors and Suppliers; Project Manager and others as appropriate to agenda topics for each meeting.
- C. Agenda: Owner to prepare agenda with copies for participants. Owner's representative will notify the Contractor of any requested agenda items a minimum of 24 hours prior to meetings. Minimum Agenda may include the following:
  - 1. Review minutes of previous meetings
  - 2. Review of Project Schedule, as submitted by Contractor
  - 3. Review of Periodic Estimate for Partial Payment
  - 4. Review Quality Control plan
  - 5. Review Safety Plan implementation
  - 6. Identify Owner-requested changes in scope of work
  - 7. Review Record Drawings
- D. Meeting minutes: Owner, or the A/E under Owner direction, will document minutes; prepare and distribute meeting minutes with 48-hours of adjournment. Minutes will be typed, reflecting date, meeting number, list of attendees, and in a format to facilitate correction of previous meeting minutes. Distribution to be to all attendees and those affected by discussions or decisions made at meetings.

#### 1.09 SAFETY MEETINGS

- A. The Contractor shall conduct a Safety Meeting at least once a month for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and establish safe working procedures for anticipated hazards. An outline report of each meeting shall be submitted to the Owner.
- B. The Contractor shall ensure that a weekly Safety Meeting is conducted by field supervisors, safety and health representative, or foremen for all workers. Maintain and provide copies to the Owner of an outline report of meeting giving date, time, attendance, subjects discussed and who conducted it.

#### 1.10 COORDINATION OF CONSTRUCTION OPERATIONS

- A. Identification of Contractor key personnel: Within two weeks of the Contract award, submit names of key Contractor and Subcontractor personnel. Key personnel are considered to include the Contractor's Project Manager; Project Superintendent; on-site Quality Control Representative; and Safety and Health person. Provide the following information:
  - 1. Name and title
  - 2. Duties and responsibilities
  - 3. Resume describing experience and qualifications
  - 4. Personal and professional references
  - 5. Business address
  - 6. Phone numbers - day, cellular, fax and after hours' numbers
- B. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work.
- C. Coordinate construction operations included in the Contract Documents to assure efficient and orderly installation of each part of the work. Coordinate the work of all the trades and subcontractors, including assigned subcontractors.
- D. Where necessary, provide memoranda for coordination of Owner supplied materials and equipment or Work performed by the Owner.

#### 1.11 KEY CHECKOUT PROCEDURES

- A. Obtain key authorizations from the Owner's representative.
- B. Pick up keys from the Owner's representative.
- C. Turn in keys prior to Contract Closeout. Contractor will be assessed a fee of \$500.00 for each lost key.

#### 1.12 POLICE DEPARTMENT NOTIFICATION:

Notify the Owner's Representative a minimum of two (2) days prior to de-activating any fire detection or alarm system or any service to any building. The Owner's Representative will notify the Police Department. The Owner's Representative must also be notified when an alarm or detection system is reactivated. False alarms caused by the Contractor when proper notification has not been provided will result in a fine of no less than \$250. If fire engines and personnel are dispatched, the fine will be determined by the Anchorage Fire Department based on actual costs incurred.

#### 1.13 UTILITY INTERRUPTION NOTIFICATIONS

- A. At least two weeks prior to the first outage, submit a schedule of all utility outages. Include proposed water, heat, gas, communications/data and electrical outages. The Contractor will not be bound by the entire schedule as originally submitted, but he will be expected to modify the schedule as required and, to the best of his ability, adhere to an accurate schedule as adjusted on a week-to-week basis.
- B. The University reserves the right to determine the schedule of all utility outages. In general, outages will not be scheduled during normal business hours in academic, research, or administrative facilities, nor during peak load periods in housing facilities.
- C. Specific written requests for utility system outages will be given as follows:
  - 1. Communications/Data links - 4 full working days
  - 2. Electrical and all other systems - 2 full working days.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 PROTECTION OF EXISTING FACILITIES

The Contractor shall include in its bid the cost to provide, and shall provide, the locating and protecting of the existing facilities of the Owner or any other public facilities whether or not such facilities be on the site of the work or in the public right-of-way.

- A. The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any lines or branches of trees broken during such operations or by the careless operation of equipment, or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by the Contracting Officer.
- B. The Contractor shall be responsible for protection of the foundations from frost and subsequent heaving of foundations. The Contractor shall provide grading, drainage, compaction and interior heat as may be required to protect foundations from frost heave and freezing damage.
- C. The Contractor shall provide such temporary enclosures of the work and such space heating as may be required to protect work from damage due to freezing temperatures, snow, rain, and to allow orderly coordinated progress of all work.

- D. The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damages promptly, the Contracting Officer may have the necessary work performed and charge the cost thereof to the Contractor.
  
- E. The Contractor shall coordinate the relocation of existing Public Utilities and associated infrastructure with the Municipality, Borough or Local Agencies.

END OF SECTION

## PART 1 GENERAL

### 1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 1 Specifications, apply to this Section.

### 1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Preliminary Contractor Schedules
2. Contractors Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

- B. Related Sections include the following:

1. Division 1 Section 01 29 00 "Payment Procedures" for submitting the Schedule of Values.
2. Division 1 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 1 Section 01 33 00 "Submittal Procedures" for submitting schedules and reports,
4. Division 1 Section 01 40 00 "Quality Control" for submitting a schedule of tests and inspections.

### 1.03 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
- B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 2. Total float is the measure of leeway in starting or completing an activity without element affecting the planned Project completion date.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.
- H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

#### 1.04 SUBMITTALS

- A. Submittal Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
- B. Preliminary Construction Schedule: Submit three opaque copies.
  - 1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loading activities.
- C. Contractor's Construction Schedule: Submit three opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- D. Daily Construction Reports: Submit electronic copies at weekly intervals.
- E. Material Location Report: Submit electronic copies at monthly intervals.
- F. Field Conditions Report: Submit electronic copies at time of discovery of differing conditions.

- G. Special Reports: Submit electronic copies at time of unusual event.

#### 1.05 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, lists of subcontracts, Submittal Schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from parties involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 PRODUCTS

#### 2.01 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontractors, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Initial Submittal: Submit within 15 days of the Notice to Proceed. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufactured or fabricated.
    - a. At Contractor's option, show submittals on the Preliminary Construction Schedule, instead of tabulating them separately.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

#### 2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 15 days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Startup and Testing Time: Include not less than 30 days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architects and Owner's Representative administrative procedures necessary for certification of Substantial Completion.
- D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  3. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earlier possible delivery date.
  4. Work Restrictions: Show the effect of the following items on the schedule.
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.

5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Submittals.
  - b. Mockups.
  - c. Fabrication.
  - d. Sample testing.
  - e. Tests and inspections.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
  
- E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notices to Proceed, Substantial Completion, and Final Completion, and the following interim milestones:
  1. Phasing Milestones.
  2. Building enclosure (Dried-In)
  
- F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
  1. Refer to Divisions 1 Section "Payment Procedures: for cost reporting and payment procedures.
  2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
  3. Each activity cost shall reflect an accurate value subject to approval by Architect.
  4. Total costs assigned to activities shall equal the total Contract Sum.
  
- G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

## 2.03 PRELIMINARY CONSTRUCTION SCHEDULES

- A. 60 Day Preliminary Schedule: Prior to any work conducted on-site a preliminary work schedule for the first 60 days of the planned activities, covering the initial

work on-site. Schedule shall include mobilization, submittals, and all related start-up activities.

- B. Two (2) Week Look-Ahead Schedule: Contractor shall prepare a two (2) week look ahead schedule for coordination of work and review by the Owner's Representative. Submit this schedule in conjunction with the bi-weekly progress meeting, and continue this submittal throughout the duration of construction. Submit in Bar-Chart format.

#### 2.04 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized, time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of the Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of schedule.
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time. Include lists of nonworking days and holidays incorporated into the schedule.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities.
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Delivery.
    - d. Fabrication.
    - e. Utility interruptions.
    - f. Installation.

- g. Work by Owner that may affect or be affected by Contractor's activities.
  - h. Testing and commissioning.
- 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  - 4. Format: Mark the critical path. Locate the critical near center of network; locate paths with most float near the edges.
    - a. Sub-networks on separate sheets are permissible for activities clearly off the critical path.
- D. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
- 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Principal events of activity.
  - 4. Immediate preceding and succeeding activities.
  - 5. Early and late start dates.
  - 6. Early and late finish dates.
  - 7. Activity duration in workdays.
  - 8. Total float or slack time.
  - 9. Average size of workforce.
- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
- 1. Identification of activities that have changed.
  - 2. Changes in early and late start dates.
  - 3. Changes in early and late finish dates.
  - 4. Changes in activity durations in workdays.
  - 5. Changes in the critical path.
  - 6. Changes in total float or slack time.
  - 7. Changes in the Contract Time.

## 2.05 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperature and general weather conditions.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (refer to special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Emergency procedures.
  12. Orders and requests of authorities having jurisdiction.
  13. Change Orders received and implemented.
  14. Construction Change Directives received and implemented.
  15. Services connected and disconnected.
  16. Equipment or system tests and startups.
  17. Partial Completions and occupancies.
  18. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reports plus items recently delivered. Include with list a statement of progress on the delivery dates form materials or items of equipment fabricated or stored away from Project site.
- C. Field Conditions Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation.

### PART 3 EXECUTION

#### 3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress of activities. Issue schedule before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate Actual Completion percentages for each activity.

- B. Distribution: Distribute copies of approved schedule to Architects, and Owner's Representative, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations.

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General submittal requirements
- B. Administrative Submittals
  - 1. Project Schedule
  - 2. Schedule of Values
  - 3. Submittal Schedule and Shop Drawing Record
  - 4. Contractor key personnel with afterhours contact numbers
  - 5. Certified payrolls
  - 6. Meeting minutes
  - 7. Safety Plan and Reports
- C. Certifications
- D. Shop Drawings, Product Data and Samples

1.02 RELATED SECTIONS

- A. General Conditions
- B. Section 01 29 00 - Payment Procedures
- C. Section 01 60 00 - Product Requirements and Substitutions
- D. Section 01 78 00 - Closeout Submittals

1.03 GENERAL SUBMITTAL REQUIREMENTS

- A. Review submittals for completeness and accuracy prior to submittal.
- B. Submit a minimum of six identical submittals for review and acceptance by the Owner unless otherwise noted. Five copies will be retained by the Owner; three copies will be returned to the Contractor with comments or approval.
- C. Submittals will be reviewed by the Owner and will be marked with one of the following:
  - 1. No Exceptions Taken: Submittal conforms with information given in the Contract Documents.
  - 2. Exceptions as noted: Submittal with the additional notations and corrections conforms with information given in the Contract Documents.

3. Revise and Resubmit: Submittal is incomplete or does not conform with information given in the Contract Documents. Resubmit in accordance with notations and corrections.
4. Rejected: Submittal is not in accordance with Contract Documents. Resubmit.
5. Information Only: Owner review of the submittal is not required. Owner will return submittal without review.

1.04 ADMINISTRATIVE SUBMITTALS: Submittal summary sheets are not required for administrative submittals.

- A. Schedule: Submit one pdf copy.
- B. Schedule of Values (Bid Breakdown): Coordinate items with the Project Schedule. Coordinate subcontracted work, assigned contracts and allowances. Submit one pdf copy.
- C. Submittal Schedule: Review the "Submittal Schedule and Shop Drawings Record" provided in this section for completeness against the original bid documents, add/delete submittal requirements required by addenda, and enter required submittal data. Submit one pdf copy.
  1. Method for numeral identification for tracking and filing submittals shall be as follows:
    - a. Submittal numbers shall coordinate with specification sections.
    - b. Each submittal shall have a submittal number, i.e. "02830-1".
    - c. If submittal numbers are added to the schedule, use the next submittal number in the appropriate section.
    - d. Re-submittals shall be numbered as "02830-1A".
  2. Substitutions SHALL be indicated as such in the "Remarks" column.
- D. Contractor key personnel: Submit one copy of names and other information, for key personnel within thirty (30) days of Notice-of-award.
- E. Contact Persons: Submit a list of emergency contact persons for the Contractor and Subcontractors, with normal-hours and after-hours phone numbers.
- F. Certified payrolls: Submit one copy of the certified payrolls to Alaska Department of Labor.
- G. Meeting minutes: Submit one copy of meeting minutes for meetings where the Contractor is identified as being responsible for that task. Submit meeting minutes to the Owner within 24-hours of the meeting.

- H. Submit one copy of the Project Superintendent name and experience record.

#### 1.05 TEST REPORTS AND CERTIFICATIONS:

Submit one copy of test reports and certifications in accordance with this section and the individual technical section. Test reports and certifications will not be returned to the Contractor.

#### 1.06 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Submittals are required for all materials of construction and all equipment specified and/or indicated on the drawings. Additionally, any item that is incorporated in the project work, whether or not listed on the submittal schedule, shall be submitted for review and approval when so requested by the Owner. A list of minimum submittals required is provided in each section and summarized in the "Submittal Schedule and Shop Drawing Record". These lists are not necessarily complete or all-inclusive and the Contractor is responsible for reviewing and correcting the Submittal Schedule and Shop Drawing Record and for complete submittals. Include materials and equipment indicated on the drawings but not listed in the specifications in the submittal volume of the most closely related division.
- B. Coordinate submittals with requirements of work and of contract documents in such sequence to avoid delay in the work or work of other contracts. Submittals which, in the opinion of the Owner, require examination with reference to other submittals not yet delivered may, at the Owner's discretion, not be examined until the undelivered submittals are received.
- C. Review submittal prior to transmission; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance and completeness of submittal with requirements of contract documents.
- D. The Contractor shall certify on the submittal that the information is complete and accurate and the proposed component service conforms to the contract. Failure to review and certify the submittal may be cause for the Owner to return the submittal without review.
- E. The Contractor shall maintain at the work site one (1) reviewed and corrected copy of each submittal arranged in accordance with the specification format. Failure to maintain current reviewed and corrected submittals may be cause for Owner to not accept partial pay requests.

- F. Do not fabricate products or begin work which requires submittals until the return of the submittal with the Owner's acceptance.

#### 1.07 BINDING/ORGANIZATION

- A. All electrical and mechanical submittals shall be bound in 3-ring slant "D" presentation ring binders, maximum 11-5/8" high and 11-1/4" deep. The spine, front and back shall be heavy virgin vinyl sealed over heavy board. The binders shall be provided with clear, full size pockets on the spine and front cover. The thickness of the contents shall not exceed 75% of the binder manufacturer's stated capacity.
- B. All binders shall be blue in color and clearly and permanently labeled on the spine with:

Project Name  
Project No.: \_\_\_\_\_  
Submittal, Volume \_\_\_ of \_\_\_  
Division No(s): \_\_\_\_\_  
Building Name: \_\_\_\_\_  
Building No.: \_\_\_\_\_

All binders shall be clearly and permanently labeled on the front cover with the following:

Project Name  
Project No.: \_\_\_\_\_  
Contractor: (Name, address, phone number)  
Consultant:  
Submittal, Volume \_\_\_ of \_\_\_  
Discipline: \_\_\_\_\_  
Specification Division(s): \_\_\_\_\_  
Date: \_\_\_\_\_  
Building Name: \_\_\_\_\_  
Building No.: \_\_\_\_\_

- C. All pages shall be 8 1/2" x 11" or 11" x 17" folded to 8 1/2" x 11" in such a way as to permit unfolding without removal from the binder.
- D. The Electrical and Mechanical submittals shall be organized into the following five categories as a minimum:
1. Division 15
  2. Division 16
  3. Direct Digital Controls (DDC)

4. Fire Alarm
  5. Sprinkler System
- E. When separate volumes are required, the Contractor shall not separate a division into different volumes. (Exception: If a single Division binder would exceed 3 inches in width, it shall be further divided into multiple volumes.)
  - F. Simultaneous submittal of all volumes is not required. Unless otherwise indicated, further division of the submittal into separate volumes is not permitted.
  - G. Each volume shall contain the "Submittal Schedule & Shop Drawing Record" as an Index.
  - H. Each volume shall be sequentially tabbed consistent with the Index, identified on both sides of the plastic index tabs on heavy stock divider sheets.
  - I. Precede each item with a Submittal Summary Sheet (form provided by Owner). Each Submittal Summary Sheet shall be signed and dated by the Contractor to indicate review and compliance with specifications.

#### 1.08 PRODUCT DATA

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to specification section and paragraph number. Show reference standards, performance characteristics, and capacities; and required clearances.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- C. Material submitted shall indicate the specific item(s) proposed for this project.
- D. Marking of items shall be by means of a black arrow. Highlighting is not acceptable.

#### 1.09 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Label each drawing with Owner project name and project number. Identify each element of drawings by reference to sheet number and detail, schedule, or specification number of contract documents.

- B. Shop drawings are required for any product which is not a standard commercial catalog product and which must be fabricated for or by the Contractor.
- C. Shop drawings shall be clear, precise and with sufficient detail that the product can be fairly evaluated by the engineer.
- D. The Contractor is responsible for the field fit and compatibility of the fabricated product. Identify field dimensions, show relationship to adjacent or critical features of work or products.
- E. Furnish physical and performance data, including materials, manufacturers' name, model numbers, weights, sizes, capacities, finishes, colors, accessories and other data required to completely describe equipment and to indicate compliance with specifications and drawings.
- F. Shop drawings shall include installation instructions.
- G. Shop drawings shall be submitted for all major deviations from design. Major deviations shall be determined by the Owner.
- H. Shop drawings shall be provided on transparencies, minimum 4 mil thickness. Drawing size shall be 8 1/2" x 11", 11" x 17", or 22" x 34".

1.10 SAMPLES

- A. Submit full range of manufacturers' standard colors, textures, and patterns for selection by Owner. Do NOT submit samples that are not available. All samples become Owner's property; wiring and piping diagrams and controls; component parts; finishes; dimensions.
- B. Submit samples to illustrate functional characteristics of the product with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- C. Include identification on each sample, giving full information.

1.11 RESUBMITTALS

- A. Submit a minimum of six identical copies of the re-submittal for review and acceptance by the Owner. Three copies of each re-submittal will be retained by the Owner; three will be returned to the Contractor with comments or approval.
- B. Re-submittal to consist of three fully collated volumes plus five complete "inserts" to update the five volumes retained by Owner. Inserts to consist of complete submittal tab section, including an updated "Submittal Summary

Sheet". All revisions for any one volume shall be resubmitted complete and at one time.

- C. Update the "Submittal Schedule & Shop Drawings Record" (Index) with each re-submittal. Include a complete summary of all changes and additions made to the equipment review submittal since the previous submittal. Only those items included in the summary will be reviewed with the resubmitted package.
- D. Each re-submittal of each volume shall be complete and shall contain all previously submitted material except that being replaced by new or revised material which shall be removed. (Partial or improperly indexed or tabbed re-submittals shall be rejected without review or comment.)

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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Information

Division 1, Section 01400 specifications provide for Quality Control by the Contractor on construction projects.

This Section is edited and furnished by Facilities Planning and Construction and inserted into the construction bid documents. The Consultant is required to conform his "quality control" paragraphs where they appear in the technical specifications to Section 01400.

There are **three** different 01400 draft specifications available; in general, to be used as outlined below:

<b>Value of project</b>	<b>File Identifier</b>
\$25,000 to \$500,000	01400a
\$500,001 to \$5,000,000	01400b
\$5,000,001 and up	01400c

NOTE to Manager: Identify definable features of work that require the three phases of control, and list in Appendix A at the end of the section.

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## PART 1 GENERAL

### 1.01 INTRODUCTION

- A. The Contractor shall manage his operations in such a manner as to control the quality of all the work being performed to meet his obligation under the terms of this contract. He shall submit his Quality Control Plan for the system he proposes to use to effect this control within ten (10) days after the Notice of Award of the contract is received. Failure to have an accepted Quality Control Plan in place may be cause for the Owner to not accept the first Periodic Estimate for Partial Payment for execution. No construction is to be started until the plan has been accepted, unless specific written authority is granted by the Owner's Representative. Acceptance is conditional and will be predicated on satisfactory performance during construction.
- B. Quality Control Coordination Meeting: Before start of work on the project, the Contractor shall meet with the Owner's Representative(s) and discuss the Contractor's Quality Control System. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor quality control operations, control activities, testing, administration of the system for both on-site and off-site work, and the Owner's Quality Assurance Program. Minutes of the meeting shall be prepared by the Contractor within three working days. The minutes shall become a part of the contract file. There may also be occasion when subsequent conferences will be called to reconfirm mutual understandings.

### 1.02 QUALITY CONTROL (QC) PLAN

- A. The QC Plan shall include as a minimum the following:
  - 1. Description of the quality control organization, including lines of authority, responsibilities and coordinating procedures, of on-site/off-site quality control personnel, including those QC personnel not under direct control of the Contractor.
  - 2. List of personnel designated by the Contractor to accomplish the quality control functions required by the contract. The Contractor shall designate a specific on-site Quality Control Representative, and submit his qualifications with the QC Plan along with a copy of the letter of delegation that defines delegated duties, authority and responsibilities.
  - 3. Contractor's operational plan for accomplishing and reviewing work controls, fabrication controls, certifications, and documentation of quality control operations, inspections, and test records, including those for subcontractors.
  - 4. An appendix with a copy of each checklist, form, report format, and similar record to be used in the implementation of the QC Plan.

5. Nondestructive testing requirements.
6. Identification of independent certifying and testing laboratories.

### 1.03 QUALITY CONTROL SYSTEM

- A. Contractor's Quality Control System shall provide documentation ensuring that quality provisions of contract schedule, specifications, and drawings have been performed.
- B. Contractor shall designate an individual within the on-site organization as the Quality Control Representative.
- C. Control: Quality Control is the means by which the Contractor assures itself that its work complies with the requirements of the contract plans and specifications. Quality Control shall include at least one phase of control for all definable features of work. Definable features of the work for the project are attached as Appendix "A" to this Section.

<p>NOTE to Manager: prepare Appendix "A" to assure that you get this level of QC on specific elements of work.</p>
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- D. Preparatory Phase: The Contractor shall be required to convene a preparatory phase meeting three (3) days prior to beginning any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested; a check to assure that provisions have been made to provide required testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials, equipment, and sample work to assure that they conform to submittal data and that all materials and/or equipment are on hand. The Owner's Representative or designee shall be notified at least 24-hours in advance of beginning any of the required action of the preparatory phase. The results of the preparatory phase actions shall be documented by separate record prepared by the Contractor's Quality Control Representative and forwarded to the Owner's Representative.

### 1.04 QUALITY CONTROL RECORDS

- A. Contractor shall maintain a complete file of Quality Control records, and provide records to the Owner of each inspection and test performed throughout the life of the contract. Records shall include, but not be limited to, checklists, completed forms and reports and other factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved, identification of operators and inspectors, result of inspections or tests, nature of defects, causes for rejection, proposed remedial

action, and corrective actions taken. Quality Control records shall be available for examination by the Owner's Representative or his designee. Periodic Estimates for Partial Payment may be withheld if the Owner determines that the Contractor has failed to maintain Quality Control records as required.

- B. Contractor shall ensure each record is identified and traceable to specific requirements in the specifications and drawings.

#### 1.05 SPECIAL INSPECTIONS

- A. Owner shall be responsible for all Special Inspections required by the Uniform Building Code. Contractor may utilize an independent Special Inspector at no additional cost to the contract.

#### 1.06 QUALITY ASSURANCE

- A. This program is the Owner's responsibility. Generally, the Owner will oversee the accepted Quality Control Plan to assure that it is being followed and properly implemented. Defects in the QC program shall be rectified immediately.

#### PART 2 PRODUCTS (NOT USED)

#### PART 3 EXECUTION (NOT USED)

END OF SECTION

## PART 1 GENERAL

### 1.01 INTRODUCTION

- A. The Contractor shall manage his operations in such a manner as to control the quality of all the work being performed to meet his obligation under the terms of this contract. He shall submit his Quality Control Plan for the system he proposes to use to effect this control within fifteen (15) days after the Notice of Award of the contract is received. Failure to have an accepted Quality Control Plan in place may be cause for the Owner to not accept the first Periodic Estimate for Partial Payment for execution. The plan shall include the personnel, facilities, methods and procedures he proposes to use, and a reporting system to document all inspections and tests. The findings of these inspections and tests and any actions resulting from them shall be included in the reports. No construction is to be started until the plan has been accepted, unless specific written authority is granted by the Owner's Representative. Acceptance is conditional and will be predicated on satisfactory performance during construction.

Any changes to the accepted plan, personnel, or procedures, desired by the Contractor, require the prior acceptance of the Owner's Representative. Change requests and acceptance must be in writing.

- B. Quality Control Coordination Meeting: Before start of work on the project, the Contractor shall meet with the Owner's Representative and discuss the Contractor's Quality Control System. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor quality control operations, control activities, testing, administration of the system for both on-site and off-site work, and the Owner's Quality Assurance Program. Minutes of the meeting shall be prepared by the Contractor within three working days and signed by both the Contractor and the Owner's Representative. The minutes shall become a part of the contract file. There may also be occasion when subsequent conferences will be called to reconfirm mutual understandings.

### 1.02 QUALITY CONTROL (QC) PLAN

- A. The QC Plan shall include as a minimum the following:
1. Description of the quality control organization, including lines of authority, responsibilities and coordinating procedures, of on-site/off-site quality control personnel, including those QC personnel not under direct control of the Contractor.
  2. List of personnel designated by the Contractor to accomplish the quality control functions required by the contract. The Contractor shall

designate a specific on-site Quality Control Representative, and submit his qualifications with the QC Plan along with a copy of the letter of delegation that defines delegated duties, authority and responsibilities.

3. Contractor's operational plan for accomplishing and reviewing work controls, fabrication controls, certifications, and documentation of quality control operations, inspections, and test records, including those for subcontractors.

These provisions shall include the methods to be used during the procurement cycle (order to delivery) for those materials or equipment that require source inspections, shop fabrications, or similar operations located separately from the work site.

4. Written statement of Quality Control Records describing procedures that will be implemented to achieve quality on the project. The QC Plan shall include an appendix with a copy of each checklist, form, report format, or similar record to be used in the implementation of the QC Plan.
5. Contractor's organization that handles construction contract activities.
6. Description of on-site personnel training.
7. Certification(s) of personnel, procedures, processes, and equipment.
8. Nondestructive testing requirements.
9. Identification of independent certifying and testing laboratories.

### 1.03 QUALITY CONTROL SYSTEM

- A. Contractor shall provide a Quality Control System encompassing: selection of construction materials and sources; suppliers; subcontractor's; on-site and off-site fabrication of contractor furnished assemblies; on-site and off-site assembly; erection; work procedures; workmanship; inspection; and testing.
- B. Contractor's Quality Control System shall provide documentation ensuring that quality provisions of contract schedule, specifications, and drawings have been performed.
- C. Contractor shall designate an individual within the on-site organization as the Quality Control Representative and the on-site manager of the Quality Control System.
- D. Control: Quality Control is the means by which the Contractor assures itself that its work complies with the requirements of the contract plans and specifications. Quality Control shall include at least three phases of control for all definable features of work. Definable features of the work for the project are attached as Appendix "A" to this Section.

NOTE to Manager: identify definable features of work that require the three phases of control, and list in Appendix A at the end of this section.

1. Preparatory Phase: The Contractor shall be required to convene a preparatory phase meeting three (3) days prior to beginning any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested; a check to assure that provisions have been made to provide required controls testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials, equipment, and sample work to assure that they conform to submittal data and that all materials and/or equipment are on hand. The Owner's Representative, or designee, shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. The results of the preparatory phase actions shall be documented by separate minutes prepared by the Contractor's Quality Control Representative and forwarded to the Owner's Representative. Subsequent to the preparatory phase and prior to commencement of work, the Contractor shall instruct applicable workers as to the acceptable level of workmanship required in its Contractor Quality Control Plan in order to meet contract specifications.
2. Initial Phase: This phase starts as soon as a representative portion of the particular feature of work has been accomplished. This phase shall include a check of preliminary work, verify full compliance, establish level of workmanship, and resolve all difference. The Owner's Representative or designee shall be notified at least 24-hours in advance of beginning the initial phase of work. Separate records of this phase shall be prepared by the Quality Control Representative and furnished to the Owner's Representative.
3. Follow-up Phase: Frequent checks shall be performed to assure continuing compliance with contract requirements until completion of the particular feature of work. The checks shall be made a matter of record in the Quality Control documentation. Final follow-up inspections shall be conducted and all deficiencies corrected and documented.

#### 1.04 QUALITY CONTROL RECORDS

- A. Quality Control records shall be maintained at a central on-site location. Records shall include all quality control data; factory tests or manufacturer's certifications, quality control coordinating actions; records of quality control training/certifications, as well as routine hydrostatic, fire alarm, electrical continuity, grounding, welding, line cleaning, and similar tests. Quality Control records shall be available for examination by the Owner's Representative or designee. Periodic Estimates for Partial Payment may be withheld if the Owner determines that the Contractor has failed to maintain Quality Control records as required.

- B. Contractor shall provide on-site records of each inspection and test performed throughout the life of the contract. Records shall include, but not be limited to, completed checklists and forms and other factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved, identification of operators and inspectors, result of inspections or tests, nature of defects, causes for rejection, proposed remedial action, and corrective actions taken.
- C. Maintenance of quality control records shall not relieve the Contractor from submitting samples, test data, detail drawings, material certificates, or other information required by each section in the specification.
- D. Contractor shall ensure each record is identified and traceable to specific requirements in the specifications and drawings.
- E. Inspection records, test procedures, test results, and associated forms will be verified by the Owner's Representative or designee.

#### 1.05 SPECIAL INSPECTIONS

- A. Owner shall be responsible for all Special Inspections required by the Uniform Building Code. Contractor may utilize an independent Special Inspector at no additional cost to the contract.

#### 1.06 QUALITY ASSURANCE

- A. This program is the Owner's responsibility. Generally, the Owner will oversee the accepted Quality Control Plan to assure that it is being followed and properly implemented. Defects in the QC program shall be rectified immediately.

#### 1.07 SEQUENCING AND SCHEDULING

- A. Contractor shall notify the Owner's Representative or designee at least 48 hours prior to scheduled inspection and tests.

PART 2 PRODUCTS (NOT USED).

PART 3 EXECUTION (NOT USED).

**APPENDIX A**

**Definable features of Work**

**Item No.: Technical Division: Description:**

1.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and Technical Specifications of Contract, including General and Special Conditions and other Division 1 Specification Sections, apply to this section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for Quality Control services.
- B. Quality Control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect or UAA Facilities Planning and Construction or a designated representative.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
  - 1. Specific Quality Control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
  - 2. Inspections, tests and related actions specified, are not intended to limit the Contractor's Quality Control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for the Contractor to provide Quality Control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- E. The Contractor is solely responsible for achieving project quality. The Contractor shall establish and maintain an effective Quality Control System. The Quality Control System shall consist of plans, procedures, and organization necessary to provide materials, equipment, and workmanship which comply with contract requirements. The system shall cover operations both on-site and off-site, and shall be keyed to the proposed construction sequence.

### 1.03 RESPONSIBILITIES

- A. Quality Control Coordination Meeting: Before start of operations, the Contractor shall meet with the Owner's Representative and discuss the Contractor's Quality Control System. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the Contractor Quality Control operations, control activities, testing, administration of the system for both on-site and off-site work, and the Owner's Quality Assurance Program. Minutes of the meeting shall be prepared within three working days and signed by both the Contractor and the Owner's Representative or designee. The minutes shall become a part of the contract file. There may also be occasion when subsequent conferences will be called to reconfirm mutual understandings.
- B. Quality Control Plan
1. General: Not later than thirty (30) days after execution of the contract, the Contractor shall furnish for acceptance by the Owner's Representative, the Contractor's Quality Control Plan it proposes to implement. The plan shall identify specific personnel, procedures, instructions, records, and forms to be used. An accepted Quality Control Plan must be in place prior to start of Construction. Failure to have an accepted Quality Control Plan in place may be cause for the Owner to not accept the first Periodic Estimate for Partial Payment for execution.
  2. The Quality Control Plan: This plan shall include, as a minimum, the following:
    - a. A description of the Quality Control organization, including a chart showing lines of authority and acknowledgment that the Contractor Quality Control Staff shall implement the three phase control system as explained below for all aspects of the work specified and shall report to the Contractor's Project Manager, Superintendent, or someone higher in the Contractor's organization. The Contractor shall designate a specific onsite Quality Control Representative for each shift. The Quality Control Representative shall have no other construction duties.
    - b. The name, qualifications, duties, responsibilities, and authority of each person assigned a Quality Control function.
    - c. A copy of a letter to the Quality Control Manager and Quality Control Representatives signed by an authorized official of the firm, which describes the responsibilities and delegates the authority of the Quality Control Manager and Quality Control Representatives.
    - d. Reporting procedures including proposed reporting formats.

3. Acceptance of Plan: The Owner shall review the Quality Control plan within 14 days of receipt. Acceptance of the plan is required prior to proceeding with work. Acceptance is conditional and will be predicated on satisfactory performance during construction. The Owner reserves the right to require the Contractor to make changes in its Contractor Quality Control Plan and operations as necessary to obtain the quality specified.
4. Notification of Changes: After acceptance of the Quality Control Plan the Contractor shall notify the Owner's Representative in writing of any proposed change. Proposed changes are subject to acceptance by the Owner's Representative.

C. Quality Control Organization

1. Quality Control System Manager: The Contractor shall identify a specific on-site individual, who shall be responsible for overall management of the Contractor's Quality Control Program and shall have the authority to act in all Quality Control matters for the Contractor. The Quality Control System Manager shall be acceptable to the Owner's Representative. The Quality Control System Manager shall have no other construction activity responsibility other than to manage the Quality Control System. The Quality Control System Manager shall have at least a high school education with a minimum of five years of experience in inspection of the type of work required by this contract.
2. Personnel: A staff shall be maintained under the direction of the System Manager to perform all Quality Control activities. The actual strength of the staff during any specific work period may vary to cover work phase needs, shifts and rates of placement. The Quality Control staff shall be fully qualified by experience and technical training to perform their assigned responsibilities. A minimum of one full-time person for each shift shall be assigned and will be at the job site at all times contract work is in progress. Quality Control Representatives must have the same education and experience required of the Quality Control System Manager, except a minimum of three years' experience in construction. Other qualification, i.e., degrees, general supervision, and experience, will be considered; however, education will not be substituted as equivalent to experience. The staff shall also include additional Quality Control personnel as required by the Technical Specifications and as otherwise necessary in order to fully implement the Quality Control requirements. These additional personnel will report to the Quality Control Manager who, in turn, will report directly to a level no lower than the Contractor's to field management.

- D. Control: Quality Control is the means by which the Contractor assures itself that its work complies with the requirements of the contract plans and specifications. The controls shall be adequate to cover all operations, including both onsite and off-site, and shall be keyed to the proposed methods of construction. The controls shall include at least three phases of control for all definitive features of work as follows:
1. Preparatory Phase: The Contractor shall be required to convene a preparatory phase meeting three (3) days prior to beginning any definable feature of work. This phase shall occur prior to beginning any work on any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested; a check to assure that provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials, equipment, and sample work to assure that they conform to submittal data and that all materials and/or equipment are on hand. The Owner's Representative or designee shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. The results of the preparatory phase actions shall be documented by separate report prepared by the Quality Control Representative and attached to the daily Quality Control Report. Subsequent to the preparatory phase and prior to commencement of work, the Contractor shall instruct applicable workers as to the acceptable level of workmanship required in its Quality Control Plan in order to meet contract specifications.
  2. Initial Phase: This phase starts as soon as a representative portion of the particular feature of work has been accomplished. This phase shall include a check of preliminary work, verify full compliance, establish level of workmanship, and resolve all differences. The Owner's Representative or designee shall be notified at least 24 hours in advance of beginning the initial phase. Separate record of this phase shall be prepared by the Quality Control Representative and attached to the daily Quality Control Report. The initial phase should be repeated for each new crew to work on site.
  3. Follow-up Phase: Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the Quality Control documentation. Final follow-up inspections shall be conducted and all deficiencies corrected prior to the start of additional features of work.
- E. Tests: Except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity, the Contractor shall

provide inspections, tests, and similar Quality Control services specified in individual specification sections required by governing authorities. These services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the contract sum.

1. The Contractor shall employ and pay an independent agency to perform specified Quality Control services.
2. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.
  - a. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed to in writing by the Owner.
3. Retesting: Regardless of whether the original test was the Contractor's responsibility, the Contractor is responsible for retesting where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements.
  - a. Where required tests were performed on original construction, cost for retesting construction revised or replaced by the Contractor is the Contractor's responsibility.
4. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests, and similar services and shall provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
  - a. Providing access to the work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
  - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
  - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
  - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
  - e. Security and protection of samples and test equipment at the project site.

- F. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual specification sections shall cooperate with the Owner's Representative or designee, the Architect, and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Owner's Representative or designee and Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.
  2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
  3. The agency shall not perform any duties of the Contractor.
- G. Coordination: The Contractor and each agency engaged to perform inspections, tests, and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.
  2. The Contractor shall notify the Owner's Representative in writing at the beginning of each new phase of testing.
- H. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
1. Each independent inspection and testing agency engaged on the project shall be authorized by authorities having jurisdiction to operate in the state of Alaska.
- I. Completion Inspection: At the completion of all work or any increment thereof established by a completion time stated in the schedule or stated elsewhere in the specifications, the Quality Control System Manager shall conduct a Quality Control Program completion inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list of deficiencies shall be included in the Quality Control documentation, as required by paragraph J below, and shall include the estimated date by which the deficiencies will be corrected. The Quality Control System Manager or its

staff shall make a second completion inspection to make certain that all deficiencies have been corrected and so notify the Owner's Representative or designee. The completion inspections and any deficiency corrections required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

J. Documentation:

1. The Contractor shall maintain current records of Quality Control operations, activities, and tests performed, including the work of suppliers and subcontractors. These records shall be on an acceptable forms and shall include checklists, completed forms and other factual evidence that required activities or tests have been performed, including but not limited to the following:

- a. Type and number of control activities and tests involved.
- b. Results of control activities or tests.
- c. Nature of defects, causes for rejection, etc.
- d. Proposed remedial action.
- e. Corrective actions taken.

In addition, these records shall indicate a description of trades working on the project, the number of personnel working, the weather condition encountered, any delays, and acknowledgment of instruction given by the Owner's Representative.

Quality Control records shall be available for examination by the Owner's Representative or designee. Periodic Estimates for Partial Payment may be withheld if the Owner determines that the Contractor has failed to maintain Quality Control records as required.

2. These records shall cover both conforming and defective or deficient features and shall include a statement that supplies and materials incorporated in the work and workmanship comply with the contract. Legible copies of these records shall be furnished daily to the Owner's Representative.

K. Notification of Noncompliance: The Owner's Representative or designee will notify the Contractor of any noncompliance with the foregoing requirements. The Contractor shall offer receipt of such notice and immediately take corrective action. Such notice, when delivered to the Contractor or its representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Owner's Representative may issue an order stopping all or part of the work until satisfactory corrective

action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

#### 1.04 SUBMITTALS

- A. Unless the Contractor is responsible for the service, the independent testing agency shall submit, in duplicate, a certified written report of each inspection, test, or similar service to the Owner's Representative. If the Contractor is responsible for the service, the testing agency shall submit, in duplicate, a certified written report of each inspection, test, or similar service through the Contractor to the Owner's Representative.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
  2. Report Data: Written reports of each inspection, test, or similar service shall include, but not be limited to:
    - a. Date of issue.
    - b. Project title and number.
    - c. Name, address, and telephone number of testing agency.
    - d. Dates and locations of samples and tests or inspections.
    - e. Names of individuals make the inspection or test.
    - f. Designation of the Work and test method.
    - g. Identification of product and specification section.
    - h. Complete inspection or test data.
    - i. Test results and an interpretation of test results.
    - j. Ambient conditions at the time of sample-taking and testing.
    - k. Comments or professional opinion as to whether inspected or tested work complies with Contract Document requirements.
    - l. Name and signature of laboratory inspector.
    - m. Recommendations on retesting.

#### 1.05 QUALITY ASSURANCE

- A. This program is the Owner's responsibility. Generally, the Owner's will oversee the approved Quality Control Program to assure that it is being followed and properly implemented, and that the resultant construction is in compliance with the contract documents. Defects in the QC program shall be rectified immediately. The Quality Assurance efforts by the Owner will be discussed at the coordination meeting to be held before the start of operations.

- B. The Contractor's Quality Control Representative will be required to make reports to the Owner's Quality Assurance Representative on a daily basis documenting all Quality Control activities.
- C. The Contractor is required to accommodate all Quality Assurance activities by making the entire project site accessible to the Quality Assurance Representative. This will include at least 24 hours pre-notification of any Quality Control activities that require special testing or review. Longer pre-notification period if called out in specific instructions of the plans or specifications is to be allowed for quality assurance efforts.

PART 2 PRODUCTS-(Not Used)

PART 3 EXECUTION

3.01 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking, and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
- B. Protect construction exposed by or for Quality Control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

## APPENDIX A

### Definable features of Work

**Item No.:** **Technical Division:** **Description:**

1.

END OF SECTION

## PART 1 GENERAL

### 1.01 SUMMARY

- A. This section establishes a **general** guide for preparation of the Contractors site safety work plan for this project. This guide is not intended to be inclusive of all necessary items to be included in the Contractors safety plan. In conjunction with these general requisite items comply with all conditions of the pertinent provisions of federal OSHA safety standards and state specific standards adopted by the State of Alaska Department of Labor (ADOL). If there are any instances in this specification section that conflict or differ from those issued by the ADOL, ADOL will apply. This specification does not relieve the contractor in any way of any other reporting, documentation, verification, adherence or other requirements of the State of Alaska Dept. of Labor or federal OSHA standards.
- B. Safety of Contractor's employees and persons on site is and shall remain the sole responsibility of the Prime Contractor for this project.
- C. Related Sections:
  - 1. General Conditions

### 1.02 SUBMITTALS

- A. Submit at the time of the pre-construction conference the name and safety qualifications of the Contractor's safety and health person.
- B. Submit Contractor's written accident prevention plan within 14 days of Notice of Award and prior to commencement of any work on the site.
- C. Submit an outline agenda 5 working days preceding the supervisor's monthly safety meeting and meeting minutes within 5 days after the meeting.
- D. Submit outline report of weekly safety meeting within 5 working days after the meeting.
- E. Submit identified safety and health deficiencies and corrective measures weekly.
- F. Submit a copy of the Contractor's Lockout /Tagout procedures prior to implementation under this contract and in accordance with 29 CFR 1910.147(f)(2)(i). The purpose of this information is to educate UAA employees on the methodologies and equipment used by the contractor with regard towards hazardous energy control and isolation.

### 1.03 ACCIDENT PREVENTION AND SAFETY PLAN

- A. No person shall be required to work in surroundings or under working conditions which are unsafe, or dangerous to his/her health.
- B. The Contractor shall be responsible for initiating and maintaining a safety and health program which will comply with the standards adopted by ADOL.
- C. Prior to commencement of work at a job site and no later than 14 days after Notice of Award of contract, an acceptable accident prevention plan written by the prime contractor for the specific work and implementing in detail the pertinent requirements of the OSHA, will be reviewed for information only by the Owner. On contract operations, the contractor's plan will be job specific and will include work to be performed by subcontractors, and measures to be taken by the contractor to control hazards associated with materials, services, or equipment provided by suppliers. Consideration will also be made to cover the prevention of alcohol/drug abuse on the job.
- D. The accident prevention plan shall provide for frequent and regularly scheduled safety inspections of the work sites, material, and equipment by the competent person. Identified safety and occupational health deficiencies and corrective measures shall be recorded and forwarded to the Owner weekly.
- E. Each individual employee is responsible for complying with applicable safety requirements, wearing prescribed safety equipment, and preventing avoidable accidents and property damage.

### 1.04 INSTRUCTION AND TRAINING

- A. Each employee shall be provided initial instruction and such continued safety training to enable them to perform their work in a safe manner.
- B. Base instruction and training on the safety program of the contractor or university agency and shall include, but not be limited to:
  - 1. General safety policy.
  - 2. Requirements for employee and project safety.
  - 3. Employee's responsibilities for property and safety of others.
  - 4. Employee's responsibilities for reporting all accidents.
  - 5. Medical facilities and required treatment.
  - 6. Procedures for reporting or correcting unsafe conditions or practices.
  - 7. Safe clearance procedures.
  - 8. Firefighting and other emergency procedures.
  - 9. Job hazard and activity hazard analyses and accident prevention plan.

10. Alcohol/drug abuse policy.
  11. Segregation of vehicular and pedestrian traffic.
- C. Provide further instruction and training sessions as required by the ADOL or OSHA for specific job tasks. Notify the Owner a minimum of three (3) working days in advance of the training so that they may attend.

#### 1.05 ON THE JOB

- A. Designate, to cover all hours of work at the project site(s), at least one competent or qualified safety and health person on site to manage the Contractor's Safety Program. The principal safety and health person shall report to and work directly for the contractor's top on-site manager, corporate safety office, or other high-level official of equivalent position. The safety and health person(s) shall have the authority to take immediate steps to correct unsafe or unhealthful conditions. The employment of a safety and health person(s) shall not abrogate the safety and health responsibilities of other personnel. This safety and health person shall be intimately familiar with and be responsible for direct input on the generation of the Contractor's written accident prevention plan. The safety and health person shall be the point of contact with the Owner for all matters regarding job site safety.
- B. A "Competent" or "Qualified" person means one who can identify existing and predictable hazards in the working environment which are dangerous to personnel and has the authority to promptly eliminate them. This person is one who, by degree, certificate, professional standing, or extensive knowledge, training and experience has demonstrated his/her ability to resolve safety problems related to the work site.
- C. Hold regularly scheduled safety meetings at least once a month for all supervisors on the project to review past activities, to plan ahead for new or changed operations, and establish safe working procedures for anticipated hazards. An outline report of each meeting shall be submitted to the Owner.
- D. Hold at least one safety meeting weekly conducted by field supervisors, safety and health representative, or foremen for all workers. Maintain and provide copies to the Owner of an outline report of meeting giving date, time, attendance, subjects discussed and who conducted it.

#### 1.06 ACCIDENT REPORTING AND RECORDKEEPING

- A. All accidents which occur incident to an operation, project, or facility shall be immediately reported to the Owner.

On contract operations, the prime contractor shall be responsible for recording and reporting all accident exposure and experience incident to the work. (This includes exposure and experience of the prime contractor and of his subcontractors.) As a minimum these records shall include exposure work-hours and a log of occupational injuries and illnesses. All injuries and diagnosed occupational illnesses that result in a fatality or lost work day shall be reported to the Owner.

Part 2            PRODUCTS (Not Used)

Part 3            EXECUTIONS (Not Used)

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Power, Water, and Heat
- B. Temporary Utilities
- C. Temporary Enclosures and Space Heating
- D. Parking
- E. Pedestrian and Vehicle Traffic Control and Safety
- F. Storage

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. General Conditions and Special Conditions

1.03 POWER, WATER, AND HEAT (PAID BY OWNER)

- A. Electricity and water required for the performance of this Contract will be made available at no cost to the Contractor. The Owner cannot guarantee the point of connection to be in close proximity to the site of the work.
- B. All temporary water connections, power connections, pipe, hose, cables, cords, etc., shall comply with current OSHA standards and pertinent safety directives and will be supplied and maintained by the Contractor. Provide all equipment, materials, and labor to connect, maintain, and disconnect temporary service.
- C. Provide temporary equipment and fuel (if required) of sufficient number and size to maintain the temperature and ventilation requirements for Work, or a minimum temperature of 50 °F, whichever is higher.
- D. Electric heaters are not permitted.
- E. Non-vented or open flame heating/ventilating equipment are not permitted.
- F. Conservation efforts must be exercised when utilizing Owner's water and power. If excessive waste is apparent, the use of Owner supplied utilities will be curtailed.

#### 1.04 TEMPORARY OPERATION OF FACILITY'S NEW AND EXISTING MECHANICAL SYSTEMS

- A. The facility's new and existing mechanical systems may be utilized for temporary heat and ventilation. The system or parts of the system utilized shall be complete in all respects prior to consideration of use.
- B. Install indicated filters in all air-handling equipment, including cabinet unit heaters, placed in operation during construction. Install new filters during air balancing and again before acceptance of substantial completion by the Owner. The filters installed at the time of acceptance of substantial completion by the Owner may be those that were used during the air balancing process if these filters are removed once the balancing has been completed and the construction filters are reinstalled.
- C. Install temporary one (1) inch thick roll filter media over all return and exhaust air intake grills and openings and over all fan intakes. Change filters as required and leave in place until the rooms or areas receive final cleaning for inspection.
- D. When each piece of equipment is initially placed in service measure the motor current draw. If it exceeds the nameplate amperage (not service factor amperage), adjust fan and/or motor sheaves or pump balancing cocks to bring motor current draw below the full load current rating. If there is not possible, stop operation and notify the Owner.
- E. Test, clean, and flush liquid systems prior to utilization.
- F. Clean, repair, and lubricate piping, ductwork, equipment and accessories as required to return the systems to like new condition prior to substantial completion.
- G. The Contractor retains all responsibility for providing required maintenance until acceptance of substantial completion by the Owner. Fuel and power consumed during temporary use of the facility's new mechanical systems will be paid for by the Owner. Take steps to conserve energy.

#### 1.05 TEMPORARY UTILITIES

- A. Temporary Ventilation: Provide temporary ventilation of enclosed areas to cure materials, to disperse humidity, and to prevent accumulation of dust, fumes, vapors and gases.
- B. Site Lighting: Provide site lighting as required.

- C. Construction Area Lighting – Provide general construction area lighting wherever work is in progress and wherever lighting is required for the safety of any person employed on the site.
- D. Toilets and Sewage Disposal: There is no toilet or utility available on the site or available from the Owner. The Contractor shall include in its bid the cost of providing, and shall provide, all necessary toilets, including the cost of maintaining and cleaning them and dispensing of the effluent, and shall provide such toilets to all personnel on the site. All sewage from whatever source shall be disposed of through the public sewage collection system, if available, or shall be discharged into holding tanks and then hauled from the site. The effluent from toilets shall not be discharged onto or into the ground.
- E. Telephone: There is no telephone service available on the site or available from university facilities. The Contractor shall include in its bid the cost of providing, and shall provide, a separate single-party, non-coin operated telephone in his on-site office. Such telephone service shall be available until the work is completed. Each party using a telephone shall pay his own toll charges.

#### 1.06 TEMPORARY ENCLOSURES AND SPACE HEATING:

Provide such temporary enclosure of the work and such space heating as may be required to protect the work from damage due to freezing temperatures, snow, rain and wind and to allow orderly, coordinated progress of work.

#### 1.07 PARKING

The Contractor and his employees may park their vehicles in the University parking areas, on a space available basis. There will be no authorized parking in fire lanes and delivery lanes unless authorized by the Owner and then only for loading and unloading materials and debris for and from the project.

#### 1.08 PEDESTRIAN AND VEHICLE TRAFFIC CONTROL AND SAFETY

- A. The Contractor shall include in its bid the cost to provide, and shall provide, such barricades, signaling devices, signalmen, temporary signs, and all other facilities as may be necessary or required to control and/or accommodate pedestrian and vehicular traffic through or around the work of the Contractor on the campus or other property of the Owner.
- B. The Contractor shall erect firm barricades around work on the campus or other property of the Owner restricting pedestrian traffic from the area. Lath and light plastic flagging are not acceptable. All materials of construction shall be within

the barricades so established by the Contractor or the storage area assigned to him.

- C. The Contractor shall protect building entrances from overhead dangers.

#### 1.09 STORAGE

- A. Site and Off-Site Storage: the Contractor shall include in its bid the cost to provide, and shall provide, such special security measures and warehousing as may be necessary to accomplish the work for which he is contractually responsible.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Product delivery, storage and handling
- B. Product list submittal
- C. Substitution requests

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. UA General Conditions
- B. Section 01 33 00 - Submittal Procedures
- C. UAA Forms – Substitution Request

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
- B. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- C. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damage, or sensitive to deterioration, theft, and other losses.
- D. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- E. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- F. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- G. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
- H. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation

Maintain temperature and humidity within range required by manufacturer's instructions.

#### 1.04 SUBSTITUTION REQUESTS

- A. Substitutions will only be considered after bid opening when deemed by the Owner to be in its sole interest. The Substitution Request Form is to be submitted for Owner consideration prior to inclusion in the formal submittal process. Include the following information:
  - 1. Complete technical data and information to indicate product provides performance that will meet the specification.
  - 2. Indicate if design changes will be required to incorporate product into the Work.
  - 3. Impacts on other trades.
  - 4. Cost proposal indicating cost savings.
- B. The Owner will consider the request for substitution and advise the Contractor if the proposed substitution is accepted for formal submittal review. Items accepted will then be reviewed for technical compliance in the formal submittal review process. Substitutions will only be considered when submitted on the provided Substitution Request Form.
- C. Substitutions SHALL be indicated as "Substitution" in the remarks column on the Submittal Schedule and Shop Drawing Record.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Land surveying
- B. Project layout

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. General Conditions and Special Conditions
- B. 01 33 00 - Submittal Procedures
- C. 01 78 00 - Closeout Submittals

1.03 SUBMITTALS

**Final Property Survey: Prepare a final property survey showing significant features (real property) for the Project. Include on the survey a certification, signed by the surveyor, that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.**

1.04 QUALITY ASSURANCE

- A. Surveyor Qualifications: Engage a land surveyor registered in the State of Alaska to perform required land-surveying services and construction surveying.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Identification: The Owner will identify existing control points and property line corner stakes.
- B. Verify layout information shown on the Drawings in relation to the property survey and existing benchmarks before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
  - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes

- in grades or locations.
  - 2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.
- C. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction.
- 1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping.

### 3.02 PERFORMANCE

- A. Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
- 1. Advise entities engaged in construction activities of marked lines and levels provided for their use.
  - 2. As construction proceeds, check every major element for line, level and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
- 1. Record deviations from required lines and levels, and advise the Owner when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
- C. Site Improvements: Locate and lay out site improvements including pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical and electrical work.
- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for the Project. Include on the survey a certification, signed by the surveyor, that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.

END OF SECTION

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PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General Requirements
- B. Structural Work
- C. Operating Systems
- D. Visual Requirements
- E. Existing Warranties

1.02 RELATED DOCUMENTS

- A. General Conditions and Special Conditions

1.03 GENERAL REQUIREMENTS

- A. Repairs and Patching: The Contractor shall repair or patch all areas as required by his demolition and/or moving of materials and equipment. All patching and repairs shall match adjacent areas in texture, color, materials, and quality of workmanship. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.

- B. SUBMITTALS

1. Cutting and Patching Proposal: Submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Owner requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:
  - a. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
  - b. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - c. List products to be used and firms or entities that will perform Work.
  - d. Indicate dates when cutting and patching will be performed.

- C. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
- D. Structural: Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
- E. Roofing, Exterior Systems: When existing is under warranty, Owner to obtain written approval under the warranty, based on the submittal prepared by the Contractor. Work shall be performed by an authorized installer.
- F. Approval by the Owner to proceed with cutting and patching does not waive the Owner's right to later require complete removal and replacement of unsatisfactory work.

#### 1.04 STRUCTURAL WORK

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
- B. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
  - 1. Foundation construction.
  - 2. Bearing and retaining walls.
  - 3. Structural concrete.
  - 4. Structural steel.
  - 5. Lintels.
  - 6. Timber and primary wood framing.
  - 7. Structural decking.
  - 8. Stair systems.
  - 9. Miscellaneous structural metals.
  - 10. Exterior curtain-wall construction.
  - 11. Equipment supports.
  - 12. Piping, ductwork, vessels, and equipment.
  - 13. Structural systems of special construction in Division 13 Sections.
- C. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.

## 1.05 OPERATIONAL SYSTEMS

A. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Water, moisture, or vapor barriers.
4. Membranes and flashings.
5. Fire protection systems.
6. Noise and vibration control elements and systems.
7. Control systems.
8. Communication systems.
9. Conveying systems.
10. Electrical wiring systems.
11. Operating systems of special construction in Division 13 Sections.

1.06 VISUAL REQUIREMENTS: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the **Owner's** opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

A. If possible retain the original installer or fabricator to cut and patch the exposed Work listed below. If it is impossible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.

1. Processed concrete finishes.
2. Stonework and stone masonry.
3. Ornamental metal.
4. Matched-veneer woodwork.
5. Preformed metal panels.
6. Fire-stopping.
7. Window wall system.
8. Stucco and ornamental plaster.
9. Acoustical ceilings.
10. Terrazzo.
11. Finished wood flooring.
12. Fluid-applied flooring.
13. Carpeting.
14. Aggregate wall coating.
15. Wall covering.

16. Swimming pool finishes.
17. HVAC enclosures, cabinets, or covers.

#### 1.07 WARRANTY

- A. Existing Warranties: Replace, patch and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing. Roofing work shall be done by an installer authorized by the entity issuer.

### PART 2 PRODUCTS

- 2.01 Materials, General: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

### PART 3 EXECUTION

#### 3.01 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
  1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

#### B. PREPARATION

1. Temporary Support: Provide temporary support of work to be cut.
2. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
3. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
4. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

### C. PERFORMANCE

1. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
2. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
3. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible review proposed procedures with the original installer comply with the original installer's recommendations.
4. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to the size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
5. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
6. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
7. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.
8. Where services are required to be removed, relocated, or abandoned, bypass utility services, such as pipe or conduit, before cutting. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
9. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
10. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
11. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching refinishing.
12. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials if necessary, to achieve uniform color and appearance.

13. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
14. Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

D. CLEANING

1. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Environmental Requirements
- B. Dust Control and Road, Sidewalk Cleanup
- C. Work Site Clean-Up/Occupied Building
- D. Work Site Clean-Up

1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. General Conditions and Special Conditions

1.03 ENVIRONMENTAL REQUIREMENTS

The Contractor shall include in its bid the cost of complying, and shall comply, and shall require each of its Subcontractors to comply, with this section and all Local, State, and Federal Environmental Law and Regulation.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 DUST CONTROL AND ROAD, SIDEWALK CLEANUP

- A. The Contractor shall be responsible for dust control on the project site. The Contractor is responsible to prevent dust being generated from his operation to enter into any part of the existing facility. The only allowable exception is the area on the construction site of any temporary dust proof partitioning. Should the site produce visible dust, the Contractor shall, when directed by the Owner, forthwith, apply a palliative which prevents the dust from drifting or being wind-driven off the site.
- B. The Contractor shall be responsible for dust control on all roads used by the Contractor and dust control on the project site. Frequent watering may be necessary to comply with this requirement.
  - 1. In addition, sweep and clean roadways and sidewalks of dirt and debris immediately after any construction operation. In the event it rains before this can be performed, walkway shall immediately be washed

clean. Roadways with six (6) feet or more of ditch or shoulder dirt may be swept without pickup. On roadways with less than six (6) feet of shoulder and ditch or where there are curbs, the dirt shall not be projected off the road but shall be picked up and the roadway left clean. Any major spill of earthwork, concrete or debris shall be immediately picked up from all roadways and the roadway cleaned.

2. No liquids may be discharged on sidewalks, parking lots, roadways, or lawns in winter or any other time without the express approval of and in accordance with methods prescribed by the Owner. Liquids of a toxic or flammable nature shall be contained and disposed of in accordance with laws governing their disposal. The Contractor shall be responsible for the immediate clean-up of any liquid discharge to the requirements herein set forth.

### 3.02 WORK SITE CLEAN-UP of an OCCUPIED BUILDING

- A. Clean up frequently and as often and in such a manner as the Owner shall direct. If the Contractor fails to maintain an orderly construction site, the Owner may cause the clean up to be performed by others and back charge the cost of the clean up to the Contractor. The building will be occupied during the duration of construction.

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting, and balancing.

1.02 RELATED SECTIONS

- A. Section 01 77 00 - Closeout Procedures: System operation and maintenance data and extra materials.

1.03 STARTING SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Owner of schedule seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions which may cause damage.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

#### 1.04 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. In a classroom environment located at the Project site, demonstrate and provide instruction for the Project equipment by a manufacturer's representative who is knowledgeable about the Project.
- C. For equipment or systems requiring seasonal operation, schedule demonstration for other season(s). Demonstration to occur within nine months.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owners' personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Substantial Completion inspection requirements
- B. Instructions to Owner
- C. Replacement Materials
- D. Final cleaning
- E. Final inspection requirements

### 1.02 RELATED DOCUMENTS AND REQUIREMENTS

- A. General Conditions and Special Conditions
- B. 01 78 00 - Record Documents; Operation and Maintenance Manuals; Warranties

### 1.03 SUBSTANTIAL COMPLETION INSPECTION REQUIREMENTS

- A. Closeout requirements for specific construction activities are included in Sections in Divisions 2 through 16.
- B. Before requesting a Substantial Completion inspection complete the following:
  - 1. Approved Operation and Maintenance Manuals in accordance with Section 01 78 00.
  - 2. Updated Project Record Documents in accordance with Section 01 78 00.
  - 3. Electrical, mechanical and life safety systems are in place, balanced, tested, commissioned, and accepted for proper operation.
  - 4. Complete training and instruction of Owner's personnel.
  - 5. Deliver replacement materials, spare parts and similar items.
  - 6. Make final changeover of permanent locks and transmit keys to Owner.
- C. Submit a request in writing that the work is Substantially Complete and available for inspection at least ten (10) days prior to the desired date of the inspection. Include a detailed list of uncompleted items and the schedule for their completion.

### 1.04 INSTRUCTIONS TO OWNER

The Contractor will instruct the Owner or the maintenance personnel of the Owner in the operation and maintenance of all equipment prior to substantial completion. This will include actual demonstration of operation and written instructions.

- A. The Contractor shall provide a minimum of **eight (8)** hours of actual training unless a longer period is specified elsewhere in the contract.

#### 1.05 FINAL CLEANING

- A. General: The General Conditions require general cleaning during construction.
- B. Clean all surfaces in accordance with manufacturer's recommendations.
- C. Complete the following items prior to Final Inspection:
  - 1. Remove labels that are not permanent labels.
  - 2. Clean mirrors and glass in doors and windows.
  - 3. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  - 4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
  - 5. Clean the site, including landscape development areas, temporary facilities locations, and staging areas. Sweep paved areas broom clean; remove stains, excess concrete, and other foreign deposits.

#### 1.06 FINAL INSPECTION REQUIREMENTS

- A. Submit the following prior to Final Inspection:
  - 1. Approved Project Record Documents.
  - 2. Waiver of Release and Liens (forms provided)
  - 3. Consent of Surety to Final Payment (form provided)
  - 4. Final Application for payment.
- B. Remove temporary facilities and controls.
- C. Submit a written request for final inspection ten (10) days prior to the desired date for final inspection. Written request to certify that all items identified for correction during the Substantial Completion inspection have been corrected, and must be accompanied by an item for item list documenting each punch list item is corrected.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents
- B. Operation and maintenance manuals submittal requirements.

1.02 RELATED DOCUMENTS

- A. General Conditions and Special Conditions
- B. Section 01 77 00 - Closeout Procedures
- C. UAA CAD Standards ( Available on request)

1.03 PROJECT RECORD DOCUMENTS

Make and maintain the following records of the as-built condition of the project:

- A. One complete set of conformed specifications and one complete set of conformed drawings on which all changes of materials, equipment, or dimensions shall be recorded and kept current on a daily basis. Include the entire scope of the project, including the work of all subcontractors. No work is to be permanently concealed until required as-built information has been recorded.
- B. Drawing notations are to be orderly, neat and legible, of quality sufficient for photocopying, and shall include as a minimum:
  - 1. applicable contract Change Orders (CO's)
  - 2. applicable design clarifications/corrections (RFI's)
  - 3. field changes of dimension and detail
  - 4. details not in original contract drawings
  - 5. location of all valves and sensors with appropriate tag identification
  - 6. measured depths of elements of foundation in relation to finish first floor datum
  - 7. measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
  - 8. measured locations of internal utilities and appurtenances concealed in construction, references of visible and accessible features of constructions

- C. The as-built drawings are to be available to the Owner at all times for review or duplication. The Owner may elect to inspect the record documents on a weekly or an as-needed basis.
- D. Progress payments may be withheld if the Owner determines that the Contractor has failed to keep the as-built drawings as specified.
- E. Before backfilling of buried work the Contractor shall record the as-built condition describing the type, dimensions, and horizontal and vertical locations of all buried work, including piping, conduits, and foundations.
- F. As a condition precedent to receiving periodic payment, the contractor shall furnish an as-built drawing of buried work satisfactory to the Owner and certified by the Contractor. The drawing shall be referenced to the as-built project lines and shall include buried work both inside and outside building lines.
- G. Two weeks prior to substantial completion inspection, submit as-built drawings to the Owner for review.
- H. Owner will provide the Contractor with a complete set of electronic conformed drawings. **Contractor shall transfer all as-built conditions from red-line drawings to electronic drawing files and produce As-Built Drawings in accordance with UAA CAD Standards.** The electronic as-built files, Contractor's red-line drawings and printed drawings shall be submitted to the Owner. Final drawings shall have "As-Built" printed on them and be signed by contractor's authorized agent. Submit corrected electronic drawing files and final printed drawings to the Owner one-week prior to final inspection.
- I. The electronic conformed drawings shall consist of the project's CAD documents delivered in AutoCAD dwg file format and a PDF version of each drawing sheet. Electronic files shall be submitted on CD-Rom or DVD.
- J. The currently supported AutoCAD version in use within Facilities Planning and Construction is AutoCAD 2012. The University will accept file formats downward compatible to version AutoCAD 2004.

#### 1.04 OPERATION AND MAINTENANCE MANUALS

- A. General Requirements, in addition to information required in General Condition 38 and 41:
  - 1. Submit five copies of draft volumes. Two copies will be retained by the Owner; three copies will be returned with review comments. Revise content of documents and resubmit within 10 days of receiving draft

copy with comments. Provide two complete "inserts" to update the two volumes retained by the Owner and provide a .pdf version of the volumes on CD-ROM or DVD disk.

2. All O&M manuals shall be bound in 3-ring slant "D" presentation ring binders, maximum 11-5/8" high and 11-1/4" deep. The spine, front and back, shall be heavy virgin vinyl sealed over heavy board. The binders shall be provided with clear, full size pockets on the spine and front cover. The thickness of the contents shall not exceed 75% the binder manufacturer's stated capacity.
3. All binders shall be black in color and clearly labeled on the spine with project name and number, building and volume, and all of the following on the front cover:

PROJECT NAME

Project No.: ##-####

Building Name: \_\_\_\_\_

Building No.: \_\_\_\_\_

Contractor: (Name, address, phone number) \_\_\_\_\_

Consultant: \_\_\_\_\_

Operational and Maintenance Manual, Volume \_\_\_ of \_\_\_

Discipline: \_\_\_\_\_

Date: \_\_\_\_\_

4. All pages shall be 8 1/2" x 11" or 11" x 17" folded to 8 1/2" x 11" in such a way as to permit unfolding without removal from the binder.
5. The manuals shall be organized into the following [six](#) categories:
  - a. Divisions 2 through 13
  - b. Division 14
  - c. Division 15
  - d. Division 16
  - e. Direct Digital Controls (DDC)
  - f. Fire Alarm System
6. When separate volumes are required, Contractor shall not separate a division into different volumes unless a single division binder would exceed 3 inches in width; that division may be in multiple volumes.
7. Each volume shall contain a directory listing names, addresses and telephone number of:
  - a. Contractor
  - b. Subcontractor
  - c. Suppliers

8. Each volume shall contain an Index giving:
    - a. Tab Number
    - b. Contents
    - c. Specification Reference
  9. Each volume shall be sequentially tabbed consistent with Index Tab Number and contents, identified on both sides of the plastic tab.
  10. Precede each item with an O&M Data Sheet.
  11. Each O&M Data Sheet shall be signed and dated by the Contractor.
- B. Architectural Materials and Finishes
1. For each item provide (on O&M Data Sheet) names, addresses and telephone numbers of suppliers providing guarantee or warranty service and source of replacement part.
  2. Building products, applied materials and finishes: Include product data, with catalog number, size, composition, color, and texture designations. Provide information for re-ordering custom manufactured products.
  3. Instructions for care and maintenance: Include manufacturer's recommendation for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
  4. Moisture-protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance and repair.
- C. Mechanical Equipment and Systems
1. Shall include a manufacturer's recommended Preventive Maintenance Inspection (PMI) schedule to improve operation and prolong service life.
  2. Provide written operating procedures for the systems and equipment supplies. The procedures shall include requirements for start-up, adjustment, testing, normal operation, shutdown, and emergency shutdown."
  3. Include pipe and duct identification schedules.
  4. Include a directory of all equipment indicating designation, location, manufacturers' name, model number, serial number, accessories, complete ordering number, electrical characteristics, primary control switch location, and normal position of switch.
  5. Include exploded parts diagrams (if available from manufacturer) and complete listings of repair and replacement parts for all equipment and accessories, and names and addresses of the suppliers from which the equipment was obtained.

6. Include valve directory indicating valve number, size, location, function, service type and normal position.
7. Include shop drawing as-builts.
8. Include approved air and hydronic systems test and balance (TAB) report.
9. Include warranties.

D. Electrical Equipment and Systems

1. Include (if available from manufacturer) exploded parts diagrams and equipment and accessories, complete listings of repair and replacement parts for all equipment, and names and addresses of the suppliers from which the equipment was obtained.
2. Include complete listing of all equipment which may require periodic servicing, with recommended schedules and complete instructions for performing said servicing. Service instructions shall include complete English-language narrative descriptions and illustrations as necessary to thoroughly describe all service operations. Illustrations with just multi-language skeleton instructions are not acceptable.
3. Provide written operating procedures for the systems and equipment supplied. The procedures shall include requirements for start-up, adjustment, testing, normal operation, shutdown, and emergency shutdown.
4. Include a listing of the correct size, type, location, and equipment protected for each fuse application in the project.
5. Include "one-line" diagram showing the as-built condition of the service and distribution system. For this purpose, a digital .dwg file of the one-line diagram from the Contract Drawings may be obtained from the Owner to be edited with any as-built modifications by the Contractor.
6. Include wiring diagrams for all supplied equipment showing the internal control and power wiring configuration.
7. Include warranties.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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## PART 1 GENERAL

### 1.01 RELATED DOCUMENTS

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

### 1.02 DEFINITION

- A. Building Commissioning work is a joint team effort to ensure that all equipment and systems have been completely and properly installed and put into service. The commissioning work will begin only after all systems are 100% complete and functional. The factory startup of all equipment must have been carried out as well as control system completion and startup and balancing. The team is made up of representatives for the Owner's, Engineer's and Contractor's organizations.
- B. The Contractor shall schedule system commissioning. The trades represented during the commissioning include sheet metal, piping and fitting, refrigeration, controls and balancing. The lead tradesmen for each trade who actually performed the work is to be present. All trades are to be present as scheduled during the commissioning sessions. The balancing and control contractors may be released when their portions of work have been completed. The Contractor will submit a schedule of activities for commissioning at least 30 (thirty) days prior to beginning commissioning. A suggested schedule outline is as follows:
  - 1. Day One (Monday) Contractor, Owner and Engineer; Mechanical Subcontractor optional.
  - 2. Day Two (Tuesday) Contractor, Owner, Engineer, Balancing Subcontractor, Control Subcontractor and Mechanical Subcontractor.
  - 3. Day Three (Wednesday) Contractor, Owner, Engineer, Balancing Subcontractor, Control Subcontractor, Mechanical Subcontractor, including Sheet Metal Subcontractor and Fitter.
  - 4. Day Four (Thursday) Contractor, Owner, Engineer, Mechanical Subcontractor, Sheet Metal Subcontractor, Fitter and Refrigeration Subcontractor.
  - 5. Day Five (Friday) Refrigeration Subcontractor and all parties from day four to complete tasks not completed previously.

### 1.03 DOCUMENTS

- A. The following documents shall be assembled and bound into the operating and maintenance manuals and delivered according to Section 01780, Maintenance Data.
  - 1. Plumbing sanitization certified.

2. Certificates of Completion from the following Subcontractors:

- a. Sheet Metal
- b. Plumbing and Piping
- c. Automatic Temperature Control
- d. Refrigeration
- e. Fire protection
  - (i) Balancing report including duct pressure test.
  - (ii) Hydronic system water analysis report.

3. All operating and maintenance data as described in Section 01780.

- B. Record Drawings will be submitted to Owner according to Section 01780, Contract Closeout.

1.04 SCOPE OF WORK

- A. The work included under this section includes a complete and thorough investigation of all systems in order to ensure proper installation and operation of all components and systems. The following systems shall be evaluated:

1. Automatic temperature controls
2. Instrumentation (gauges, thermometers, etc.)
3. Air handling equipment
4. Air distribution and exhaust systems
5. Hydronic heating and steam distribution systems
6. Refrigeration equipment
7. Fire protection
8. Fire Alarm Systems
9. Public Address / Clock system
10. Labeling, marking and color coding

PART 2 PRODUCTS

2.01 VALVE TAGS

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

## 2.02 EQUIPMENT LABELS

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

## 2.03 PIPING LABELS

- A. Label all service piping with adhesive backed, flexible, vinyl labels, sealed in clear polyester film. Secure labels with directional flow adhesive vinyl banding tape. Labels and tape to comply with ANSI A13.1-1981 for color and size.
- B. Manufacturer: Baker, Emed, Setmark, Seton.

## 2.04 WATER TREATMENT CHEMICALS - Steam/hydronic systems.

- A. Obtain the services of a professional water treatment firm for testing the boiler water and prescribing the treatment chemicals.
- B. Provide a one-year supply of treatment chemicals to maintain the boiler water at or below the following conditions:
  - 1. Neutralized specific conductance
  - 2. Total alkalinity 600 ppm
  - 3. Suspended solids 250 ppm
  - 4. Silica 90 ppm

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

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

## PART 3 EXECUTION

### 3.01 SYSTEM COMMISSIONING

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

### 3.02 PRELIMINARY WALKTHROUGH

- A. A preliminary walkthrough to provide a visual check of the various systems to verify that all components are properly installed. The following items will be observed.
  
- B. Air Distribution
  - 1. Mounting and support of equipment
  - 2. Noise, vibration, air and water leaks
  - 3. Air filtration, presence of dampers, diffusers, grilles, fire dampers and access doors
  - 4. Presence of thermostats and other adjustable temperature control devices
  - 5. Presence of smoke sensors and other safety devices
  - 6. Instrumentation, gauges, thermometers, flow measuring devices
  - 7. Hoods and exhaust systems
  
- C. Plumbing and Piping Systems
  - 1. Mounting support of equipment
  - 2. Noise, vibration and leaks
  - 3. Strainers, valves fixtures and instrumentation and flow measuring or control
  
- D. Heating and Cooling Equipment
  - 1. General installation and service address
  - 2. Proper cycling
  - 3. Excessive noise, vibration or leaks
  - 4. Fuel storage, distribution instrumentation and filtration
  - 5. Presence of safety devices and controls
  
- E. Refrigeration Systems
  - 1. Compressor operation and lubrication
  - 2. Unit cooler operation
  - 3. Cooling fluid flow and control
  - 4. Temperature maintenance and instrumentation
  - 5. Vibration, excessive noise and leaks
  
- F. Fire Protection System
  - 1. General installation and compliance with approved shop drawings and design drawings

2. Head locations
  3. Proper functioning of alarms
  4. NFPA certification - Chapter 13
  5. Locate spare heads, wrench and NFPA 13A manual
- G. Fire Alarm System
- H. Public Address / Clock System
- I. Any discrepancies or deficiencies are to be noted for further investigation during the detailed evaluation.
- J. Verify that all cleaning has been completed
- K. Verify that all touch-up painting has been completed.

### 3.03 DETAILED EVALUATION

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

If significant debris is found in selected strainers, all strainers will be cleaned.

2. Balancer will demonstrate fluid flows at approximately 10% of flow control devices.
3. Selected pumps will have amp draws demonstrated.
4. Fluid temperatures and pressures will be observed at each system, and compared with design values.
5. Glycol concentration will be measured for compliance with design specifications.
6. Any noted deficiencies between the sample evaluations and the balancing report will be dealt with to correct any deficiencies. In the event that significant deficiencies are detected, the entire balancing procedure may be required to be repeated.
7. Any balancing related problems identified during the Preliminary Walkthrough will be addressed and corrected.

#### C. HVAC Control Systems

1. The Control Subcontractor will demonstrate the proper function of each control system, and instruct Owner's operating personnel in the proper operation of the systems. The balancing contractor will be present to correct flows and assist in fine tuning system.
2. Control Subcontractor will demonstrate the proper functioning of the following devices:
  - a. Each thermostat to adequately control heating and cooling
  - b. Each automatic damper and valve
  - c. Fresh air and return air dampers
  - d. Economizer operation
  - e. Boiler, chiller and pump starting and stopping from program control
  - f. Exhaust fan and air handler start and stop
  - g. Variable air volume control of VAV air handlers, and tracking of associated return fan
  - h. Variable air volume control of VAV exhaust fans
  - i. Freeze prevention control
3. Control Subcontractor will point out proper labeling of each control device.
4. Control Subcontractor and Balancing Subcontractor will coordinate efforts as required until all functions of air distribution and hydronic systems have been fully demonstrated and have been accepted by the Owner and the Engineer.

- D. Sheet Metal Subcontractor will demonstrate the following:
1. Proper voltage, overload heater size and rotation of each motor driven fan or air handling device.
  2. Proper belt tension and drive alignment
  3. Proper clearance and deflection of spring isolation of fans and drives
  4. Proper installation of flexible connections
  5. Sealing of all ductwork per specification
  6. Complete insulation of ductwork and plenums and sound attenuation where required
  7. Completion of any deficiencies pointed out during balancing and control system commissioning
  8. Marking and labeling of each air handling device
  9. Proper shutdown of air handling systems in the event of presence of smoke or products of combustion
  10. Monitor bearings for heat buildup or noise
  11. Demonstrate that heating and cooling coil fins are straight
  12. Demonstrate operation and maintenance of humidification equipment
  13. Sheet Metal Subcontractor will correct any deficiencies noted during Preliminary Walkthrough and Detailed Evaluation
  14. Correct any deficiencies discovered during Preliminary Walkthrough and Detailed Investigation
- E. Each Subcontractor will explain any special features or intricacies of system operation to the building operating personnel. Items covered should include safety features, hazards to be aware of, precautions to be observed to avoid damage to equipment and any necessary seasonal adjustments which are required. Generally, discuss service frequency of devices such as bearings, belt drives, filters, strainers, etc. show maintenance and operating personnel where additional information can be found in the Operating and Maintenance Manuals.
- F. Plumbing and Piping Subcontractor will demonstrate and explain the following:
1. The cleaning, degreasing and flushing of piping systems
  2. The proper filling of hydronic and chilled water systems
  3. Proper glycol concentration and Ph of hydronic and chilled water systems
  4. Piping and valve marking
  5. Equipment labeling
  6. Demonstrate proper operation of fuel supply system
  7. Demonstrate proper operation of sewage lift pumps
  8. Demonstrate proper operation of sump pumps
  9. Tour facility and demonstrate proper installation and operation of plumbing fixtures and piping systems
  10. Demonstrate and explain chemical feed equipment
  11. Demonstrate operation of air compressor, deionized water equipment

- and other process equipment
  - 12. Correct any deficiencies discovered during Preliminary Walkthrough and Detailed Investigation
- G. Refrigeration Subcontractor will instruct equipment operators and demonstrate and explain the following:
- 1. Proper charging and lubrication of each refrigeration system
  - 2. Vibration isolation of equipment
  - 3. Proper piping insulation
  - 4. Adequate air flow at cold diffusers
  - 5. Proper connection of piping
  - 6. Proper coolant flow and temperature
  - 7. Defrost of cold diffusers
  - 8. Maintenance of required temperature in cold boxes
  - 9. Proper maintenance and cleaning
  - 10. Labeling of equipment and control devices
  - 11. Verify proper voltage, rotation and overload heater sizing
  - 12. Correct any deficiencies noted during Preliminary Walkthrough and Detailed Investigation
- H. Fire Alarm System
- 1. ....
- I. Public Address / Clock system
- 1. ...

### 3.04 CERTIFICATION

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

### CERTIFICATE OF COMPLETION

(Building) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

1. Mechanical Contractor \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

2. Sheet Metal \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

3. Plumbing \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

4. Fitting \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

5. Balancing \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

6. Controls \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

7. Refrigeration \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

8. Insulation \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

9. Fire Protection (sprinkler) \_\_\_\_\_  
(firm)

\_\_\_\_\_  
(signature) (title) (date)

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 1 Specifications, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstrations of operation of systems, subsystems and equipment.
  - 2. Training in operation and maintenance of systems, subsystems and equipment.
  - 3. Demonstration and training videotapes.
- B. Related Sections include the following:
  - 1. All other Specification Sections for specific requirements for demonstration and training for products in those Sections.

1.03 SUBMITTALS

- A. Instruction Program:
- B. Demonstration and Training Videotapes: Submit two copies within seven (7) days of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:
    - a. Name of Project.
    - b. Name and address of photographer.
    - c. Name of Contractor.
    - d. Date Videotape was recorded.
    - e. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

1.04 QUALITY ASSURANCE

- A. Instructor Qualifications:

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION



September 23, 2016

**PROJECT:** UAA <Project Name>  
Project No. ##-####

**BID NO.:** ##-##

**TO:** All Plan Holders of Record

### **ADDENDUM NO. 1**

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This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated March 16, 2015. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

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This addendum consists of One (1) page and Two (2) Revised Drawings-Sheets E1 & E2.

- 1. Bid Due Date Extended To: APRIL 2, 2015 2:00 PM**
- 2. ELECTRICAL SPECIFICATIONS**  
See attached, revised drawings for additional equipment needs.
- 3. All other terms & conditions remain the same.**

**END OF ADDENDUM**

**Appendix 15.2.3d-1**



3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99508

## Bid Tabulation

**Date:** January 1, 2016  
**Name of Project:** <Project Title - UAA  
**Project Number:** ##-####  
**Bid Number:** ##-##  
**Project Location:**

Bidder's Name and Address	Bid Form	Bid Bond	Addenda Acknowledged	Base Bid

**Read By:** \_\_\_\_\_

**Recorded By:** \_\_\_\_\_

**Verified By:** \_\_\_\_\_

**Appendix 15.2.3d-2**



3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99508

## Bid Tabulation

**Date:** MM/DD/YYYY  
**Name of Project:** Project Name (Phase Number)  
**Project Number:** ##-####  
**Bid Number:** ##-##  
**Project Location:**

Bidder's Name and Address	Bid Form	Bid Bond	Addenda Acknowledged	BASE BID	ALT. 1	ALT. 2	TOTAL
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00

**Read By:** \_\_\_\_\_  
**Recorded By:** \_\_\_\_\_  
**Verified by:** \_\_\_\_\_



**Appendix 15.2.4a - RFP Package Signature Page Template**

**BEFORE STARTING THE Request for Proposal PACKAGE,  
BE SURE YOU HAVE THE FOLLOWING:**

**BOARD OF REGENTS APPROVAL FOR YOUR PROJECT.**

COST ESTIMATE OF PROJECT: \_\_\_\_\_

PROJECT: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

PROJECT RFP NO.: \_\_\_\_\_

BUDGET NO.: \_\_\_\_\_

THE RFP DOCUMENTS HAVE BEEN REVIEWED AND APPROVED BY THE FOLLOWING PERSONNEL

PROJECT MANAGER: \_\_\_\_\_ Date: \_\_\_\_\_  
All Administrative and Board of Regents approvals required by Board of Regents policy have been obtained.

FISCAL OFFICER: \_\_\_\_\_ Date: \_\_\_\_\_  
Sufficient funding has been allocated.

CONTRACTING OFFICER: \_\_\_\_\_ Date: \_\_\_\_\_

DIRECTOR: \_\_\_\_\_ Date: \_\_\_\_\_

ADMINISTRATIVE ASSISTANT: \_\_\_\_\_ Date: \_\_\_\_\_  
Documents are finalized, reviewed and converted to PDF for website upload.

AK PUBLIC ON LINE Date Submitted: \_\_\_\_\_

AEPLANS WEBSITE: Date Uploaded: \_\_\_\_\_

FP&C WEBSITE: Date Uploaded: \_\_\_\_\_



UNIVERSITY *of* ALASKA ANCHORAGE

**Request for Proposals for  
Architectural & Engineering Services  
for the**

**UAA <PROJECT TITLE>**

**Project No.: ##-###**

**RFP No.: ##-##**

**Date Issued: January 1, 2016**

**UAA Facilities Planning & Construction  
3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99508-4669  
(907) 786-4900**

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**REQUEST FOR PROPOSAL  
PROFESSIONAL SERVICES  
FOR THE FOLLOWING PROJECT:**

**UAA** .....

**PROJECT NO.** .....

**RFP NO.** .....

**Date Issued:** .....

The University of Alaska Anchorage (UAA), Facilities Planning and Construction is seeking proposals from qualified consulting firms for the **programming and design** of the ..... project at the UAA ..... in ....., Alaska.

Complete RFP documents for this project are available in electronic form.

They may be viewed online and downloaded without charge and without deposit from File [www.aeplans.com](http://www.aeplans.com). Contact Mike Strock at AEPlans, LLC at 877-287-4905, extension 208 for information regarding access to AEPlans site and instructions for viewing and downloading RFP documents including specifications and addenda. Bidders must register through the web site to be notified of addenda. If software/website technical assistance is needed please call toll free **888 320-3032**.

Downloaded files may be printed on the plan holder's equipment. Plan holders are responsible for their own reproduction costs. Please go to [www.aeplans.com](http://www.aeplans.com) to download the UAA project documents, for distribution to your members. No hard copies will be sent. Addenda to the project will be posted on the website. The RFP proposer is responsible for periodically checking the site. The Consultant that is awarded the project will be responsible for printing all documents necessary for performing the work.

All forms and proposals must be mailed or delivered to:

University of Alaska Anchorage  
Facilities Planning & Construction  
Attention: John Faunce  
3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99508-4669

Proposals and forms must be delivered to the above address no later than **4:00 pm** (prevailing time), **21 days after issue date**, to be considered. Proposals will be evaluated by a UAA

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selection committee, resulting in a short list of up to three firms. The selection committee may conduct interviews and a selection will be made in accordance with current Board of Regents' policies.

The RFP does not commit the University to award a contract, nor to pay any of the costs incurred in the preparation and submission of proposals in anticipation of a contract. The University reserves the right to accept or reject any or all proposals received as a result of these RFPs.

The University of Alaska Anchorage is an affirmative action/equal opportunity employer and educational institution.

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## REQUEST FOR PROPOSAL

The University of Alaska Anchorage is seeking proposals from consulting firms interested in providing professional programming, design, and construction administrative services for this project.

A draft Scope of Work for the requested services is attached. A final Scope of Work will be negotiated with the selected Consultant; however, only minor adjustments are anticipated.

### I. GENERAL INFORMATION

1. Proposers should insure they are on the RFP holder's list for this specific project to insure receipt of any addenda that may be issued. The RFP holder's list is maintained by AEPlans website at [www.aeplans.com](http://www.aeplans.com).
2. Proposals must be physically received at the address below no later than **21 days after issue date @ 4:00 PM**. Proposals received after that time will not be considered.
3. Proposals should be delivered to:  
  
University of Alaska Anchorage  
Facilities Planning and Construction  
John Faunce, Director  
3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99508-4669  
  
Proposals may be mailed, however the University shall not be responsible for delays in receipt at the address above.
4. No Pre-Proposal Conference will be held. Any questions relating to the RFP must be submitted in writing to the University Project Manager for this Project, ..... at the address babove or email [uaa\\_fpc@uaa.alaska.edu](mailto:uaa_fpc@uaa.alaska.edu). Any questions, which in the opinion of the University warrant incorporation into the RFP will be addressed by addenda, which will be furnished to all parties on the RFP holder's list for this project. The University will not respond to questions received after **<insert actual date – 7 days prior to due date>**.
5. The RFP represents the definitive statement that the University will make in respect to information upon which proposals are to be based. Any information, verbal or written, which is not contained in the RFP or addenda thereto, may not be considered in evaluating the proposal.

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6. Funding for Consultant Fees.

Funding is available for consultant fees.

7. Role of the prime Consultant.

The prime Consultant shall be responsible for the day to day direction of the Consultant team effort. The prime Consultant will be required to coordinate Consultant activities with the University's Project Manager on a frequent and regular basis to keep the University apprised of problem areas as well as regular progress and budget reports.

8. Limitation and Award.

This RFP does not commit the University to award a contract, nor to pay any of the costs incurred in the preparation and submission of proposals in anticipation of a contract. The University reserves the right to accept or reject any or all proposals received as a result of this RFP.

9. Consultant's Contract with the University.

The University intends to negotiate a lump sum contract for the required services. **A specimen contract is attached.** (The University will initially hire the consultant on an hourly basis in order to clearly identify the scope of work for this project).

## II. PROPOSAL FORMAT AND CONTENT

1. Submittal of Proposal.

Five (5) hard copies and one (1) electronic copy of the proposal must be furnished to the University to the director of Facilities Planning and Construction, John Faunce, at the address identified in Section I.3, by the time specified.

2. Proposal Format.

- a. In submitting proposals, consultants are to be aware that the University strongly considers the proposal content and completeness to be most important. Clear and effective presentations are preferred, with elaborate, decorative, or extravagant materials strongly discouraged. The proposal shall be submitted in an 8 1/2" X 11" format. Foldouts, while not prohibited, are discouraged.

The proposal (parts 1-5) shall not exceed 10 pages, not including resumes and insurance requirements.

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- b. The cover shall clearly contain the following:

Firm Name  
Proposal for Professional Services  
University of Alaska - Anchorage  
<Project Title>  
<Project Number>

- c. Proposals shall be prepared using the following format in order to facilitate evaluation.

<b>Part</b>	<b>Contents</b>
1	Letter of Transmittal
2	Project Organization
3	Project Work Plan
4	Project Staffing
5	Experience Record
6	Resumes
7	Insurance Requirements

3. Proposal Contents.

- a. Part 1 - Letter of Transmittal. The letter of transmittal is to be addressed to Mr. John Faunce, Director of Facilities Planning and Construction, and contain a brief summary of the key points of the proposal. Additionally, the letter of transmittal must include:
- (1) Identification of the proposing firm and identification of the firm that would act as the prime Consultant.
  - (2) Acknowledgement of receipt of addenda by number and date issued. (Acknowledgement Sheet attached).
  - (3) A statement that the proposal will remain in effect for 60 days after receipt by the University.
- b. Part 2 - Project Organization. This part of the proposal should contain a concise description of how the proposer intends to organize its approach to the project. The prime Consultant is to be identified as well as all other participating firms.
- c. Part 3 - Project Work Plan. In this part, the Consultant is to outline his methodology for the performance of the tasks identified in the draft Scope of Work attached to this RFP. He is also to provide a narrative description

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of the method to be used to implement and monitor the work plan as well as any substantive or procedural innovations used by the proposer on similar projects that may be applicable to this project.

- d. Part 4 - Project Staffing. This part shall identify key personnel who are anticipated to be assigned to the project. At a minimum, provide resumes for the design team leader and discipline leaders.
- e. Part 5 - Experience Record. This part should contain a brief history of the firm, examples of completed projects that are similar to the work of this RFP, and the involvement (if any) of the project team (including sub-consultants) in the example projects.
- f. Part 6 – Resumes. Information considered by the proposer to be pertinent to this project. **Resumes shall be limited to two pages each.**
- g. Part 7 - Insurance Requirements. The proposal requires the Consultant to provide the following types and amount of insurance within five (5) days after signing of the contract and prior to any work on the contract. Proof of said insurance shall be by means of a Certificate of Insurance, a specimen of which is attached. Consultant shall demonstrate in this Part his ability to provide the required insurance within the specified time.

Consultant's insurance requirements for this project shall be:

Worker's Compensation	Statutory
Employer's Liability	Statutory
General Liability	\$2,000,000
Auto Liability	\$1,000,000
Professional Liability	\$1,000,000

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### III. PROFESSIONAL EVALUATION

1. Preliminary Evaluation.
  - a. Proposals received will be reviewed for conformance with the above instructions.
  - b. Conforming proposals will then be evaluated by a three (3) to five (5) member Selection Committee. Evaluation criteria will be as shown on the attached RFP CONSULTANT SELECTION RATING GUIDE & SCORE SHEET.
  - c. All proposals evaluated will be ranked in an order of merit.
  - d. If one proposal is clearly superior to all others, the University reserves the right to terminate the selection process at this point.
  - e. If the Preliminary Evaluation indicates additional information is required in order to establish a final order of merit, interviews will be held.
2. Interviews.
  - a. Only the top ranked proposers may be invited to interview. It is University policy to limit this to two or at most three firms whenever possible. However, in the event of very close preliminary ratings, more proposers may be invited to interview.
  - b. Interview evaluation will also be done using the RFP CONSULTANT SELECTION RATING GUIDE & SCORE SHEET. Evaluators may adjust their Preliminary Evaluation scores based on information presented during the interview. The adjusted score will be used in the selection process.
  - c. Interview format will consist of 20 minutes for Proposer's presentation and 10 minutes for questions from the Selection Committee.

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#### IV. BACKGROUND

<To be completed by Project Manager>

#### V. SCOPE OF WORK

<To be completed by Project Manager>

<General Overall Project Scope of Work Information>

**Pre-Design**

**Schematic Design**

**Design Development, Construction Documents, and Bidding**

**Construction Services**

#### VI. PROJECT SCHEDULE

<To be completed by Project Manager>

#### Attachments:

1. Addendum Acknowledgement
2. Selection Rating Guide & Score Sheet
3. Sample of Architectural Contract
4. <Optional>
5. <Optional>
6. <Optional>

**ADDENDUM ACKNOWLEDGMENT**

PLACE: Anchorage, Alaska

DATE: \_\_\_\_\_

PROJECT: **UAA**

**PROJECT NO.:**

**RFP NO.: XX-XX**

Proposal of \_\_\_\_\_ (hereinafter called the proposer), a corporation, organized and existing under the laws of the State of \_\_\_\_\_ a partnership, or an individual doing business as \_\_\_\_\_ to the University of Alaska, Anchorage, Alaska (hereinafter called the Owner).

The Proposer acknowledges receipt of the following addenda:

ADDENDUM \_\_\_\_\_ DATE \_\_\_\_\_

Principal Architect Name and Title	
Signature	
Date	
Business Address:	
City, State, Zip	
Telephone and Fax Numbers	
Email Address:	
Federal Tax ID	
Alaska Business License #	

**UNIVERSITY OF ALASKA ANCHORAGE  
RFP CONSULTANT SELECTION  
RATING GUIDE & SCORE SHEET**

<b>PROJECT:</b>				<b>APPLICANT:</b>			
<b>DATE:</b>		<b>REVIEWER:</b>		<b>SCORE (RANK):</b>			
<b>ALASKA PREFERENCE</b>				<b>COMPETENCE</b>			
<b>CRITERIA</b>	<b>SCALE</b>	<b>PRELIM SCORE</b>	<b>INTERVIEW SCORE</b>	<b>CRITERIA</b>	<b>SCALE</b>	<b>PRELIM SCORE</b>	<b>INTERVIEW SCORE</b>
1. ALASKA BIDDER (OFFERER) PREFERENCE: Bidder meets requirements of AS 36.30.321 (a)	0 or 20			6. EXPERIENCE: Prime consultant and team experience with similar projects. For renovation work, is the team familiar with the facility?  Team experience working together on similar projects	1-20		
<b>PROPOSAL QUALITY</b>					1-10		
2. PROPOSAL QUALITY Overall quality of proposal	1-10						
<b>COMPETENCE</b>				<b>PERFORMANCE</b>			
3. PROJECT ORGANIZATION: Completeness of team for project. Is there expertise to address all issues?  Past experience of project team. Has the team worked together successfully in the past?	1-10  1-10			7. QUALIFICATIONS AND ABILITY TO PERFORM Demonstration of special qualifications applicable to this project  Did the team demonstrate that their current work load and staffing enable them to accommodate this project?	1-20  1-20		
4. PROJECT WORK PLAN: Understanding of project requirements. Did the team demonstrate an understanding of the project?  Was the team organized to meet the project's needs?	1-10  1-10			8. REFERENCES (Optional) The Selection Committee may decide to call references for additional information regarding competence and past performance of the team. The following rating guide will apply when references are used:  Are you satisfied with the consultant's performance? Has the consultant performed within budget? Has the consultant performed on schedule? Has the consultant been cooperative? Has the quality of documents been satisfactory?	1-10  1-10 1-10 1-10		
5. PROJECT STAFFING: Project Manager experience with similar projects  Appropriate staffing in each discipline adequate to handle the project?	1-20  1-10						
<b>TOTAL POSSIBLE</b>					<b>220</b>		

**UNIVERSITY OF ALASKA**  
**FACILITIES PLANNING AND CONSTRUCTION**  
**PROFESSIONAL SERVICES CONTRACT**

**THIS CONTRACT**, effective this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the University of Alaska Anchorage, hereinafter called the "Owner," and the Architect/Engineer:

**Consultant Name**  
**Address**  
**State, City, Zip**  
**Telephone:**  
**Fax:**

hereinafter called the "Consultant."

WITNESSETH

**WHEREAS**, the Owner proposed to proceed with the design and planning of

**Project Name: UAA .....**  
**Project Number: XX-XXXX**

**WHEREAS**, the maximum amount payable to the Consultant under this Contract as set out in Article 4 shall not exceed xxxxxxxxxxxxxxxxxx And 00/100 Dollars (\$0,000,000) except as modified in writing in accordance with the terms herein.

**NOW, THEREFORE**, the Owner and the Consultant, in and for the considerations and promises hereinafter set forth, agree as follows:

**ARTICLE 1.**  
**THE PROJECT**

1:1 **DESCRIPTION:** The Owner does hereby engage the Consultant to perform for the Owner, under the terms and conditions of this Contract, all services for the design and all architectural services incidental to the construction of UAA (project title)....., This contract does not include backfill in the existing campus buildings.

1:2 **BUDGET:**

1:2a The project shall be designed so that Project Construction Costs (PCC), as defined in Article 10, shall not exceed the sum of: xxxxxxxxxxxxxxxxxx And 00/100 Dollars (\$0,000,000).

1:2b The Owner has furnished to the Consultant a written program of the requirements for the project entitled @Project Program, a copy of which is attached hereto as Exhibit "F" and, by reference thereto, is made a part of this Architectural Contract. This program shall be considered as guidelines for design.

- 1:3 **TIME SCHEDULE:** The time schedule for the work to be performed by the Consultant on the project shall be as set out in Exhibit "E" attached hereto and, by this reference, made a part hereof. The Consultant shall periodically reevaluate this time schedule. If at any time the time schedule appears to be unrealistic, the Consultant shall so notify the Owner in writing. Changes from said time schedule will be allowed only when approved in writing from the Owner.

**ARTICLE 2.  
BASIC SERVICES OF THE CONSULTANT**

2:1 **GENERAL ITEMS:**

2:1a **Technical Accuracy Responsibility:**

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications, and other services.

2:1a:1 **Non-Waiver of Owner Rights:**

Neither the Owner's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to the Owner in accordance with applicable law for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Contract.

2:1a:2 **Asbestos or Asbestos-containing Materials:**

The Consultant shall not recommend, specify, or incorporate in any manner in the work product of this Contract asbestos or asbestos-containing materials. The Consultant shall, if required by the Owner prior to final payment, certify that it has not recommended, specified or incorporated asbestos or asbestos-containing materials in the Work required under this Contract.

2:1a:3 **Applicable State and Federal Codes:**

The Consultant shall use due care and reasonable professional skill to provide all designs, drawings, specifications and other services in accordance with sound, cost-effective and accepted principles of design practice conforming to all applicable state and federal codes, regulations, and statutes.

2:1a:4 **Consultant Indemnification to Owner:**

The Consultant shall indemnify, defend, and hold harmless the contracting agency from and against any claim of, or liability for, negligent acts, errors, and omissions of the consultant under this agreement. The consultant is not required to indemnify, defend, or hold harmless the contracting agency for a claim of, or liability for, the independent negligent acts, errors, and omissions of the contracting agency. If there is a claim of, or liability for, a joint negligent act, error, or omission of the consultant and the contracting agency, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In the provision, "consultant" and "contracting agency" include the employees, agents, and contactors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the consultant, or in approving or accepting the consultant's work. (Revised 5/28/2008)

2:1a:5 **Insurance:**

It is agreed that the Consultant, and any subConsultant, shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the insurance and endorsements required under this Clause, and to provide within (10) days of the Notice-of-Intent-to-Award a contract and prior to receiving a fully executed contract, proof of insurance and endorsements of the kind and amounts stated.

Limits may be a combination of primary and excess (umbrella) policy forms. Without limiting its indemnification, the Consultant shall maintain, until acceptance of the project by the Owner, coverage of the kinds and minimum amounts set forth below. All insurance limits are minimum. If the Consultant's policy contains higher limits, the Owner shall be entitled to coverage to the extent of such higher limits. The Owner, at its sole discretion, may raise or lower the limits required.

Certificates of Insurance and Endorsements, on forms reasonably acceptable to the Owner, must provide for a 30-day prior notice to the Owner of cancellation or non-renewal of the policies except in the event of non-payment of premium, in which case, ten (10) days prior notice shall be provided. Failure to furnish satisfactory evidence of insurance or endorsements or lapse of a policy is a material breach and grounds for termination of the Agreement. All certificates shall reference the policy number and this Contract. The Owner is the "University of Alaska" and is to be so identified on all certificates. (Revised 6/2009)

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the Consultant's performance of this contract which are caused by the joint negligence of the Owner and Consultant shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the Owner must be a direct result of active involvement by the Owner.

Without limiting Consultant's indemnification, it is agreed that Consultant shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance, and to provide within ten (10) days of the Notice-of-Intent-to-Award a contract and prior to receiving a fully executed contract, Proof of Insurance of the kind and amounts stated.

2:1a:5a **Professional Liability Insurance:**

If available generally to members of the professions of Consultant and SubConsultant(s), Consultant and SubConsultant(s) shall maintain Professional Liability (Errors & Omissions) insurance on a claims made basis, covering claims made during the policy period and reported within three years of the date of occurrence. Professional Liability shall include all errors, omissions, or negligent or wrongful acts of the Consultant, contractor, SubConsultant, or anyone directly or indirectly employed by them, made in the performance of this contract which results in financial loss to the Owner. Limits of liability shall be not less than one million AND NO/100 dollars (\$1,000,000.00). Coverage shall be maintained for the duration of this contract plus three (3) years following the date of final payment.

2:1a:5b **Workers' Compensation Insurance:**

Consultant and SubConsultant(s) shall provide and maintain, for all of its employees engaged in work under this contract, Workers' Compensation Insurance in accordance with the laws of the State of Alaska. The Consultant and its contractor shall be responsible for Workers' Compensation Insurance for any SubConsultant(s) who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are

engaging in work and employer's liability protection not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each accident, ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each person and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) policy limit. Where applicable, coverage for all federal acts (i.e., U.S.L. & H and Jones Act) must also be included.

**2:1a:5c Comprehensive (Commercial) General Liability Insurance:**

Consultant and SubConsultant(s) shall maintain Commercial General Liability ("CGL") written on an occurrence basis and with a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately by location and shall not be less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00). CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, broad form property damage, independent contractors, products-completed operations, personal injury and advertising injury, explosion, collapse, underground hazards, and liability assumed under a contract including the tort liability of another assumed in a business contract. If necessary to provide the required limits, the Commercial General Liability policy's limits may be layered with a Commercial Umbrella or Excess Liability policy. This policy shall name Owner as Additional Insured and waiver of subrogation language shall be included.

**2:1a:5d Comprehensive Business Automobile Liability Insurance:**

If applicable, Consultant and SubConsultant(s) shall maintain a commercial Auto policy with a Combined Single Limit of not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00); Underinsured and Uninsured Motorists limit of not less than \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of not less than \$10,000. Coverage shall include Non-Owned and Hired Car coverage. This policy shall name Owner as Additional Insured and waiver of subrogation language shall be included.

**2:1a:5e Proof of Insurance:**

The Consultant shall furnish the Owner with a Certificate of Insurance or, where requested by the Owner, the policy declaration page, with required endorsements attached thereto showing the type, amount, effective dates, and dates of expiration of all policies. The Consultant agrees, to the extent and in the manner required by the Contracting Officer, to submit for the approval of the Contracting Officer, copies of any insurance policies maintained by the Consultant specified in connection with the performance of this contract

Waiver of Subrogation. The Consultant shall obtain from insurance carriers providing General Liability, Auto Liability, and Worker's Compensation Insurance under this agreement a waiver of all subrogation rights against the Owner and its regents, officers, and employees.

**2:1b Sub-Consultants Agents of Consultant:**

Sub-Consultants designated by the Consultant (the written approval of the Owner having first been obtained) to perform mechanical, electrical, civil, architectural or structural design, if required by the Scope of Work, shall be the responsibility of, the agent for, and paid by, the Consultant. Sub-Consultants shall not be agents or independent Consultants of the Owner.

**2:1b:1 Alaska Business License:**

The Consultant including its Sub-Consultants must have a valid Alaska Business License at the time proposals are required to be submitted to the Owner. The Consultant, within five (5) working days of being sent a Notice-of-Intent-to-Award a Contract, must submit the names, location of place of businesses and discipline of each sub-Consultant. They may only be replaced in accordance with AS 36.30.115.(b) through (e).

2:1c **Employment Preference:**

The Consultant, including its subConsultants, for the duration of this project shall comply with AS 36.10, Employment Preference, now in effect and all regulations promulgated for its implementation currently in effect, and those that may become in effect. This includes all determinations by the Department of Labor under the above statute.

2:1d **Review Sets:**

The Consultant shall provide to the Owner for review a maximum of @ (@) sets of the documents upon completion of each phase of the Consultant's services.

2:1e **Distribution of Work Notice:**

The Consultant shall notify the Owner in writing when orderly progress of the work is being disrupted by failure of the Owner to provide information as required in Article 5.

2:1f **Owner's Project - Number of documents:**

All correspondence, drawings, and other documents submitted by the Consultant must bear the Owner's project number and title and must be signed or initialed by the Consultant's project manager to acknowledge that the submissions have been checked for accuracy.

2:1g **Title Block:**

All drawings and specifications for the project must bear uniform project number and title.

2:1h **Identification of Review Sets:**

All drawings and specifications submitted for reviews and approvals must be marked "Schematic Design Review Set," "Design Development Review Set," "Construction Document Review Set" or with a similar phrase. The original set used to reproduce the bid documents will be marked and issue dated by the Owner.

2:1i **Drawing Size:**

All final drawings in the SCHEMATIC DESIGN SERVICES, Section 2:2; DESIGN AND DEVELOPMENT SERVICES, Section 2:3; CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, Section 2:4; and final drawings under CONSTRUCTION SERVICES, Section 2:5k; shall be 24" x 36" or 30" x 42".

2:1j **Alaska Product Preference:**

Pursuant to Alaska Product Preference requirements in Alaska Statutes AS 36.30 and AS 36.15, the Consultant will be required to specify in its design work under this Contract those Alaska Products and Alaska Forest Products certified by the Department of Commerce and Economic Development (DC&ED) as having been produced in Alaska where it is practicable, available, economical, and of like quality, compared with products produced outside of Alaska. This article is null and void if funding for this contract is provided by the United States Government.

2:2 **SCHEMATIC DESIGN SERVICES:**

2:2a **General and detailed requirements for the project:**

The Consultant shall consult with the Owner to ascertain and confirm the general and detailed requirements for the project as indicated in the Owner's Program and Design Standards.

- 2:2b **Conceptual Design Conferences:**  
The Consultant shall conduct conceptual design conferences with the Owner as required. The Consultant shall take minutes and notes at the meetings and prepare written minutes, subject to Owner approval, for the Owner to distribute to all attendees.
- 2:2c **Soil Investigations:**  
The Consultant shall obtain and be responsible for all soils investigations. He shall furnish the services of a soils engineer or other consultants when such services are deemed necessary by the Consultant, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion, resistivity tests, and other necessary operations for determining subsoil, air, and water conditions, with appropriate professional interpretations thereof to enable the Consultant to adequately design the foundation for the project and any other subsoil problems that could arise.
- 2:2d **Land Survey:**  
The Consultant shall furnish a land survey of the site, prepared by a registered land surveyor, giving applicable grades, lines of streets, alleys, pavements, and adjoining property, right-of-way, restrictions, easements, encroachments, zoning deed restrictions, boundaries and contours of the site, locations, dimensions, and complete data pertaining to existing buildings, other improvements and trees, and information concerning location of service and utility lines both public and private, above and below grade, including inverts and depths as indicated by available records. The Consultant shall be responsible for setting of control points which shall be adequate to locate the final project.
- 2:2e **Narrative/Schematic Design Studies:**  
The Consultant shall prepare for the Owner's approval schematic design studies and drawings incorporating the program requirements. The Owner may require schematic studies and drawings to be revised. An acceptable design concept shall be approved by the Owner.
- 2:2f **Architectural Rendering:**  
The Consultant shall provide a full color, matted and frame, architectural rendering for the schematic drawing approved by the Owner.
- 2:2g **Narrative Submittal:**  
The Consultant shall submit to the Owner a narrative as detailed in Attachment 1, and shall include the following:
- 2:2g.1 **Projected Estimated Construction Cost:**  
A statement of estimated construction cost of the project presented in a Construction Specifications Institute master format and projected to time of bid.
- 2:2g.2 **Materials, Labor, and Scheduling:**  
Projected availability of materials and labor, construction sequence and scheduling.
- 2:2g.3 **Meeting Record Minutes:**  
Owner/Consultant meeting record minutes and notes relating to decisions by Owner affecting Contractor scope of work and project scope of work.
- 2:2h **Drawings and Specifications:**  
Drawings and specifications shall specifically include the following items:
- 2:2h:1 Title sheet and site plan with details sufficiently developed to reflect the project's major civil engineering design concepts. The legal description of the site must appear on the site plan drawing.

- 2:2h:2 Exterior elevations reflecting major construction materials and locations of exterior wall openings.
- 2:2h:3 Floor plans for all floors that are not repetitious, reflecting all door and window locations, major dimensions, and room titles.
- 2:2h:4 Structural framing plans sufficiently developed to reflect the intended structural system(s).
- 2:2h:5 Finish schedule or narrative sufficiently developed to reflect the intended materials and finishes for all major rooms and spaces.
- 2:2h:6 Mechanical drawings, schedules, and diagrams or a narrative sufficiently developed to describe the intended heating, ventilation, piping systems, and major mechanical elements.
- 2:2h:7 Electrical drawings, schedules, and diagrams or a narrative sufficiently developed to describe the specific power service, lighting, telephone, fire detection, alarm, security, electronic communications systems.
- 2:2h:8 Description of applicable code provisions for fire and life safety to include square footage, type of construction and occupancy, paths of egress, capacities, occupant loads, hazard classifications, and other pertinent considerations.
- 2:2h:9 Narrative outline of specifications which reflect initial materials and systems selections for each section of the specifications which must follow the Construction Specifications Institute (CSI) master format.
- 2:2h:10 The Consultant, through the Owner, shall obtain preliminary reviews as required by government or private entities which have regulatory power over the project.

2:2i **Reduced Size Approved Schematic Drawings:**

The Consultant shall prepare an 11 x 17" drawing, suitable for photocopy reproducing of site plans, floor plans, elevations, sections, and perspectives of the final approved schematic drawings. Provide 3 sets of 11 x 17 drawings and 3 sets of project manual.

2:2j The Consultant shall meet with UAA on room numbering before DD starts.

2:3 **DESIGN DEVELOPMENT SERVICES:**

2:3a **Prior Written Approval of Schematic Design:**

The Consultant shall not proceed with DESIGN DEVELOPMENT SERVICES until written approval is obtained from the Owner. Nor shall the Consultant be entitled to any compensation under Article 4:3, PAYMENT FOR DESIGN DEVELOPMENT SERVICES, until said approval is obtained from the Owner. The approval of the Owner of the SCHEMATIC DESIGN SERVICES shall not be absolute and binding on the Owner (as to minor changes) as it is expressly agreed between the parties that changes in this phase of the Contract are normal and anticipated and will have to be made throughout the entire contract and design procedure. These changes are part of the DESIGN DEVELOPMENT SERVICES, and the cost of them is included in the compensation to be paid for the design development under Section 4:3, PAYMENT FOR DESIGN DEVELOPMENT SERVICES, of this Architectural Contract.

2:3b **Design Development (65%) Documents:**

The Consultant shall prepare, based upon the approved schematic design documents, design development documents consisting of plans, elevations, other descriptive drawings, and outline specifications as needed to establish and illustrate the size and character of the entire project. The

design development documents shall contain a description of the kinds of materials, analysis of structural, mechanical, and electrical systems including worksheet design calculations, and such work as may be required, including a description of equipment items that will be furnished under the construction contracts and proposed time schedule for the project through completion of construction. The design development drawings shall be revised until an acceptable design has been approved by the Owner and in conformance with the program Exhibit "F."

2:3c **Final Approval Design Development Documents:**

The Consultant shall prepare the final approved design development drawings in a form and style suitable for presentation and reproduction.

2:3d **Update and Expand the Narrative:**

The Consultant shall prepare a revised, detailed estimate of the Project Construction Cost based on:

2:3d:1 Projected availability of materials and labor.

2:3d:2 Construction sequence and scheduling.

2:3d:3 Projected to time of bid.

2:3e The Consultant shall submit to the Owner an updated tabulation of land area, parking ratios, and building area, including gross and net assignable area.

2:3f The Consultant shall identify the types of wall construction.

2:3g The Consultant shall identify the quality of finishes.

2:4 **CONSTRUCTION DOCUMENTS AND BIDDING SERVICES:**

2:4a **Prior written Approval of Design Development:**

The Consultant shall not proceed with the CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, Section 2:4, until written approval of the DESIGN DEVELOPMENT SERVICES and SCHEMATIC DESIGN SERVICES is obtained from the Owner. Nor shall the Consultant be entitled to any compensation under Article 4:4, PAYMENT FOR CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, until said approval is obtained from the Owner. The approval of the Owner of the DESIGN DEVELOPMENT SERVICES shall not be absolute and binding on Owner and Consultant as to layout and configuration of the project or the rooms therein as it is expressly agreed to between the parties that minor changes in the design are normal and anticipated and will have to be made throughout the entire contract and design process. These changes are part of the CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, and the cost of them is included in the compensation to be paid for under Section 4:4, PAYMENT FOR CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, of this contract.

2:4b **Non-Delegation by Consultant:**

The Consultant shall not delegate, through the bid documents, any service required of it by this Contract. Specifications addressing third party requirements or instructions, such as from a manufacturer, supplier or installer, must also state that the Consultant must review and approve all such requirements or instructions before compliance by the construction Consultant. Additionally, the specifications must not require performance of any actions by a third party, such as a manufacturer, supplier, or installer. All such performance must be required of the construction Consultant.

2:4c **Specification of More than One Brand Name:**

Notwithstanding the requirement of specifying Alaska Products, the Consultant shall, for all the material requirements of the design, specify at least two (2), and preferably three (3), brand names as a standard. Specifying one (1) brand name and provision for an equal will not be permitted, nor will a single brand name with no provision for an equal unless the Consultant submits written justification and receives approval of the Owner.

2:4d **Consultant Document (95% complete) Preparation:**

The Consultant shall prepare, based upon the approved design development documents, working drawings, specifications, and other contract documents setting forth in detail the scope of the project. Such documents shall describe materials, workmanship, finishes, equipment, and conditions affecting the work as required to be performed in all divisions of the construction work.

2:4e **Applicable Statutes, Orders, and Codes:**

In the preparation of the contract documents, the Consultant shall adhere to all applicable federal, state, and local statutes, administrative orders, and adopted codes in their latest updated revisions. Said code shall be a minimum design standard. Publications of industry institutes and associations shall be used for guidance, where applicable, and shall not be contravened without approval of the Owner.

2:4f **Comprehensive Drawings in Construction Specification Institute (CSI)**

The Consultant shall prepare a comprehensive set of construction documents for the project with the specifications to be prepared in accordance to the Construction Specifications Institute Manual of Practice, Volume Two, Formats for Specifications and Manuals, and Manual of Practice, Master Format, Master List of Section Titles and Numbers, as may be revised and updated. Drawings and specifications shall specifically include all necessary drawings required for bidding and construction of the project.

2:4g **Engineering Calculations**

The Consultant shall submit to the Owner copies of all engineering calculations which establish the size, shape, dimensions, and capacity of the work involved with energy calculations.

2:4h **Regulatory Entities Plan Review:**

The Consultant, through the Owner, shall submit documents for plan review and perform revisions as required by government or private entities which have regulatory power over the project.

2:4i **Final Construction Documents**

The Consultant shall select the final colors and finishes for the Owner's approval and produce a color board by the conclusion of the construction documents phase.

2:4j **95% Completion**

The Consultant shall submit to the Owner, when the construction documents are approximately ninety percent (90%) complete, a statement of estimated construction costs based on changes in materials, systems, or details of construction costs which occurred following design development approval, known changes in the cost of materials, labor, and services since the previous statement, and adjustments for anticipated changes in the bidding market relative to the project.

2:4k **Bid Documents:**

The Consultant shall prepare a comprehensive set of bid documents consisting of the bidding requirements and contract documents. The contract documents include the contract forms, conditions of the contract (general and supplementary), specifications, drawings, and addenda. Bidding requirement forms, contract forms, and general conditions will be provided by the Owner. Preparation of forms, the bid schedule, supplementary conditions, and general requirements (Division 1) of the specifications shall be accomplished by the Consultant in coordination with the Owner. Technical specifications (Divisions 2-16), drawings, and addenda shall be developed by the Consultant and approved by the Owner. All documents and specifications must be complimentary

and compatible. Items in the technical specifications which expand or modify the conditions or general requirements must reference the appropriate section number and subparagraph changed.

2:4l **Clarification or Interpretation of Bidding Documents**

The Consultant shall prepare responses to questions from bidders concerning clarification or interpretations of bidding documents which are requested by the Owner. The Consultant shall not respond directly to any bidder's questions without specific authorization from the Owner.

2:4m **Addenda**

The Consultant shall prepare addenda documents to be distributed by the Owner during the bidding period which may include clarifications or supplementary drawings, specifications, instructions, and notices of any changes in bidding procedures.

2:4n **Bid Participation**

The Consultant shall participate in pre-bid conference, bid opening, review and evaluation of bids, and recommendation for award of construction contract(s).

2:4o **Produce Review Sets of Documents for Final Review:**

The Consultant shall provide a maximum of Three (3) sets of prints of the comprehensive working drawings, copies of the specifications, and copies of the structural, mechanical, and electrical calculations, as well as final statement of estimated total project costs projected to bid date as required for the Owner's review and approval. The Consultant's updated cost estimate shall include an itemization of alternative bids proposed and the estimated cost to be added to or deducted therefrom. Review and approval of the drawings, specifications, calculations, and other construction documents by the Owner shall not relieve the designing Consultant of any responsibility for their completeness and accuracy.

The Consultant shall submit to the Owner a tabulation of land area, parking ratios, and building area, including gross and net usable area.

2:4p **Reproducible Set of Drawings:**

The Consultant shall provide one reproducible set of drawings and specifications in PDF and MS Word format to the Owner for printing, distribution and bidding purposes. The Consultant will deliver to the Owner a complete set of the project's CAD documents in electronic format on CD or DVD disc. These documents must include all supporting CAD files and must be delivered as follows:

All CAD drawings are required to be delivered in AutoCAD's .dwg file format. Transferred media shall be on CD-ROM or DVD disc. The currently supported AutoCAD version in use within Facilities Planning and Construction is AutoCAD 2010. The University will accept file formats down-ward compatible to version AutoCAD 2007. A hard copy of a detailed layering guide giving layer name, on/off status, color, linetype, and description is to be included with disks. The designated CAD software for the Owner is Autodesk's/AutoCAD 2010.

2:4q **Evaluation of Bids and Owners Options:**

The Consultant shall participate with the Owner in evaluation of the bids received. If the lowest responsible bid received exceeds the projected construction cost, the Owner may, at its sole discretion, have the following options: (1) give written approval of an increase in the Project Construction Cost; (2) authorize re-bidding of the project within a reasonable time; (3) require the Consultant to revise the scope of the project or its quality, or both, so as to reduce the Project Construction Cost, in which case, the Consultant shall, as mutually agreed, modify the construction documents, in order to bring the project within the project construction costs; or (4) abandon the project.

- 2:4r **Owner's Option for Contractor Construction Services:**  
In the event the Owner, at its sole discretion, elects to proceed with the project, the Owner shall have the option to elect to have the Consultant perform the work as set out in Section 2:5 of this contract, CONSTRUCTION SERVICES (TIME AND MATERIALS) or CONSTRUCTION SERVICES (LUMP SUM). Said option by the Owner shall be exercised by giving the Consultant notice, in writing, to perform the CONSTRUCTION SERVICES within thirty (30) days from the date the contract for the construction of the project is awarded to a qualified bidder.

2:5 **CONSTRUCTION SERVICES (TIME AND MATERIALS):**

The Consultant shall provide the Owner with additional professional services during the construction of the project. The services to be performed upon the request of the Owner may include, but are not to be limited to, the following:

**Use either 2.5 Construction Svcs (T&M) or 2.5 Construction Svcs (LS). Remove the one not used.**

2:5 **CONSTRUCTION SERVICES (LUMP SUM):**

The Consultant shall provide the Owner with the following professional architectural services during the construction of the project:

- 2:5a **Preconstruction Conference:**  
The Consultant shall attend the preconstruction conference and the periodic regularly scheduled progress meetings with the construction Consultant.
- 2:5b **Submittals, Samples, and Shop Drawings:**  
The Consultant shall review and approve or disapprove submittals, samples, and shop drawings for compliance with the construction contract documents and within a time limit as set out in the construction contract documents.
- 2:5c **Proposed Changes to the Construction Contract:**  
The Consultant shall review and recommend approval of proposed changes to the construction contract upon request of the Owner. During this review process, the Consultant will verify that the change is, in fact, a change in the construction contract documents and that the corresponding costs and time included are appropriate for the change in the scope of the work.
- 2:5d **Periodic On-Site Inspections:**  
The Consultant shall provide periodic on-site inspection services of the architectural, soils, structural, mechanical, and electrical construction work to determine compliance with the contract documents and workmanship standards. These periodic inspection trips will occur at critical points determined by the status of construction. The Consultant shall prepare a brief written report of the findings of the inspection to be forwarded to the Owner after each inspection trip. In the event the architect observes work which does not conform to the contract documents as specified, the Consultant shall so advise the Owner and recommend to the Owner a course of action with regard thereto.
- 2:5e **Interpretation of the construction Contract Documents:**  
The Consultant shall assist the Owner on an on-call basis in the interpretation of the construction contract documents.
- 2:5f **Substantial Completion Inspection:**  
The Consultant, accompanied by its subConsultants, shall perform a substantial completion inspection of the completed construction and, as a result, prepare a deficiency list of items to be

corrected.

2:5g **Final Acceptance Inspection:**

The Consultant shall perform a final acceptance inspection and advise the Owner whether or not to accept the construction work as performed by the construction Consultant. This inspection shall include a trip by the mechanical, electrical, and other subConsultants as appropriate.

2:5h **Contractor's Periodic Application for Payment:**

The Consultant shall review and recommend approval/disapproval of the construction Consultant's periodic application for payment. During this review process, based upon the periodic on-site inspections under 2:5d, the Consultant shall certify that the work accomplished to date is in compliance with the construction contract documents. The Consultant shall recommend approval and/or disapproval of the periodic pay estimate within @ working days, (3 working days if no other period is inserted.)

**ARTICLE 3.  
EXTRA SERVICES**

3.1 **GENERAL:** The Owner shall pay for the following extra services performed, furnished, or incurred by the Consultant in addition to the basic fee, provided the Owner has given prior written approval and the work is not caused by the fault of the Consultant:

3:1a **Planning Services and Special Analysis:**

Making, or assist in making, planning surveys and special analysis of the Owner's needs and requirements for the project or preparing or assisting in the preparation of the Owner's program.

3:1b **Feasibility Study and Reports:**

Conducting a feasibility study and providing a report which details the appropriateness and adequacy of the total project scope and budgeted construction funds (including any construction contingency funds identified by the Owner).

3:1c **Fire or Other Damages or Construction Contractor Default:**

Providing consultation or contract administration respecting replacement of any work damaged by fire or other cause during construction; providing professional services or arranging for the work to proceed should the Consultant default in the performance of the construction contract or become delinquent or insolvent.

3:1d **Subcontractor Extra Services:**

Providing services of subConsultants other than the normal architectural, structural, mechanical, electrical, and civil engineering services for the project.

3:1e **Owner-Supplied Items of Work:**

Providing consulting services for Owner-supplied items of work to be incorporated into the construction contract, unless said items are listed in the original Owner's project program.

3:1f **Future Facilities Design Services:**

Providing design services relative to future facilities, systems and equipment which were not defined in the initial program and are not intended to be constructed as part of the project.

3:1g **Special Investigations:**

Making investigations involving detailed appraisals and evaluation of existing facilities, surveys or inventories, and environmental impact statements required in connection with construction performed by the Owner.

- 3:1h **Equipment or System Assistance:**  
Providing extensive assistance in the utilization of equipment or system(s).
- 3:1i **Services After Final Certificate for Payment:**  
Providing services after issuance to the Owner of the final certificate for payment.
- 3:1j **Environmental Assessment:**  
Preparing an environmental assessment of the project, obtaining federal, state, and local reviews in accordance with applicable laws and regulations and revising as necessary.
- 3:1k **Environmental Impact Statement (EIS):**  
Preparing an Environmental Impact Statement (EIS) for the project; obtain federal, state, and local reviews in accordance with applicable laws and regulations and revise as necessary; and prepare any necessary design requirements, including such design requirements in the bid documents.
- 3:1l **Serves as Witness:**  
Preparing to serve, or serving as, witness in connection with public hearing, arbitration, or legal proceeding providing that such is not caused, or alleged to have been caused, by the actions of the Consultant.
- 3:1m **Measured Drawings:**  
Making measured drawings of existing construction when required, planning additions or alternations thereto.
- 3:1n **Additional Copies:**  
Providing additional copies of drawings, specifications, or contract documents as required. The Consultant shall be reimbursed for the actual cost of reproduction of the extra copies only as authorized by the Owner.
- 3:1o **Separate Bids:**  
Providing services for securing separate bids and for contract administration if major divisions of the construction work or separate bid packages are requested by the Owner.
- 3:1p **Furniture, Fixtures, and Equipment:**  
Providing a drawing showing the location of the furniture in each room. The furniture and equipment as outlined in the program document Exhibit "F" shall be laid out to the same scale as the floor plans submitted.
- 3:1q **Brochures, Graphic, Presentations, or Professional Models:**  
Providing brochures, special graphic presentations or details, and professionally built architectural models.
- 3:2r **Temporary Suspension of the Project:**  
Preparing the project for temporary suspension by the Owner or for recommencement of the project after any suspension period, providing that any temporary suspension or recommencement of the project is first affirmed in writing by the Owner.
- 3:1s **Additive and Deductive Alternates:**  
Preparing of additive and deductive alternates drawn or specified by the Consultant, providing the alternates were drawn or specified at the written request of the Owner and are not for the purpose of reducing the estimated project construction cost to conform to the amount indicated in this Contract for the project construction cost.
- 3:1t **Guarantee Period Related Work:**

Assisting the Owner during the guarantee period of the construction contract(s) in securing the correction of defects that become apparent and making an inspection of the project immediately prior to the expiration of the guarantee period.

- 3:1u **Artists Coordination Related Work:**  
Coordinating with artist(s) approved by the Owner to identify installation, structural, utility or other service requirements for selected work(s) of art and assure that all such requirements are integrated into the bid documents.
- 3:1v **Environmental Evaluation Determination:**  
Determining if an environmental evaluation of the project is required by federal or state laws or regulations.
- 3:1w **Natural historic Register Determination:**  
Determining if the proposed project site is listed or would possibly be eligible for the (Federal) National Historic Register; coordinate with the Alaska Department of Natural Resources to determine if the department desires to survey the site for historic, prehistoric, or archaeological value in accordance with AS 41.35.070; obtain written site clearance, or a statement of non-concurrence explaining the reasons therefor, from the State of Alaska Historical Preservation Officer.

#### **ARTICLE 4. COMPENSATION**

- 4:1 **PAYMENT FOR BASIC SERVICES OF THE CONSULTANT:** It is the expressed intent of the parties that the Consultant shall receive no additional payment for work done under Section 2:1 of Article 2, BASIC SERVICES OF THE CONSULTANT, as the compensation for this work required of the Consultant is included in Articles 4:2, 4:3, and 4:4 of the Contract. All fees to the Consultant shall be subject to and conditional upon all of the provisions and conditions of this Contract being fulfilled by the Consultant.
- 4:2 **PAYMENT FOR SCHEMATIC DESIGN SERVICES:**
  - 4:2a The Owner shall pay the Consultant compensation for the work done under Article 2, Section 2:2, SCHEMATIC DESIGN SERVICES, the sum of xxxxxxx And 00/100 Dollars (\$00,000.00).
  - 4:2b The Owner shall make payment for the schematic design services in periodic payments. The periodic payments shall be in proportion to the progress of the Consultant's work, but not more often than monthly. The final payment shall be due upon completion and approval of the Consultant's work for this phase of services and the submission of payments statements in the form as set forth in Exhibit "A," attached hereto and by this reference made a part of this contract, by the Consultant.
- 4:3 **PAYMENT FOR DESIGN DEVELOPMENT SERVICES:**
  - 4:3a The Owner shall pay to the Consultant for all work done by the Consultant under Article 2, Section 2:3, DESIGN DEVELOPMENT SERVICES, the sum of xxxxxxx And 00/100 Dollars (\$00,000.00).
  - 4:3b The Owner shall make periodic payments for the DESIGN DEVELOPMENT SERVICES in proportion to the progress of the Consultant's work, but not more often than monthly. The final payment shall be due upon the completion of the work for this phase of the services and the approval of that work by the Owner and the submission of a payment statement in the form as set out in Exhibit "A."
- 4:4 **PAYMENT FOR CONSTRUCTION DOCUMENTS AND BIDDING SERVICES:**

4:4a The Owner shall pay to the Consultant for all work to be done by the Consultant under Article 2, Section 2:4, CONSTRUCTION DOCUMENTS AND BIDDING SERVICES, the sum of xxxxxxx **And 00/100 Dollars (\$00,000.00)**.

4:4b The Owner shall make payment for the construction document service in periodic payments to be made in proportion to the progress of the Consultant's work, but not more often than monthly. The final payment shall be due upon completion and approval of the construction documents by the Owner and the submission of a payment statement in form as set out in Exhibit "A."

4:5 **PAYMENT FOR CONSTRUCTION SERVICES (TIME AND MATERIALS):**

4:5a All work to be accomplished under construction services will be invoiced by the Consultant and paid by the Owner on a time and materials basis in conformance with the fee schedule as set out in Exhibit "C," attached hereto and by this reference made a part of this Contract, in an amount not to exceed xxxxxxx **And 00/100 Dollars (\$00,000.00)**. If additional services are required, the limit shall be amended before any additional work is started.

4:5b The Owner shall make payment for the construction service on a time and materials basis but not more often than monthly. The Consultant shall submit statements showing hours worked and items worked on.

**Use either 4.5 Construction Svcs (T&M) or 4.5 Construction Svcs (LS). Remove the one not used.**

4:5 **PAYMENT FOR CONSTRUCTION SERVICES (LUMP SUM):**

4:5a The Owner shall pay to the Consultant for all work to be done by the Consultant under Article 2:5, CONSTRUCTION SERVICES (LUMP SUM), the sum of xxxxxxx **And 00/100 Dollars (\$00,000.00)**.

4:5b The amount due to the Consultant for construction services shall be paid to the Consultant based upon a breakdown of services for the construction phase, as approved by the Owner.

4:6 **PAYMENT FOR EXTRA SERVICES AND REIMBURSABLE EXPENSES:**

4:6a The work to be accomplished under Article 3, EXTRA SERVICES, will be invoiced by the Consultant and paid by the Owner as a negotiated lump sum or on a time-and-materials basis in conformance with the Schedule of Consultant Fees as set out in Exhibit "C," in an amount not to exceed xxxxxxx **And 00/100 Dollars (\$00,000.00)**. (If no amount is shown, or zero (0) is entered, EXTRA SERVICES will, when authorized, be paid by modification of the Contract.)

4:6b REIMBURSABLE EXPENSES are in addition to the compensation for Basic and Extra Services and are shown on the attachment, SCHEDULE OF REIMBURSABLE EXPENSES, Exhibit "B." Payment of REIMBURSABLE EXPENSES will be made periodically at cost, based upon the Consultant's invoice with receipt backup up to an amount not to exceed xxxxxxx **And 00/100 Dollars (\$00,000.00)**. (If no amount is shown, or zero (0) is entered, REIMBURSABLE EXPENSES are included under Basic Services and Extra Services, and paid progressively with those services.)

4:6c The Owner shall make payments for authorized extra services and reimbursable expenses monthly within 30 days after presentation of the Consultant's statement.

4:6d Payment will be made for the cost only, and the Consultant shall not be entitled to any mark-up or profit on the authorized reimbursable expenses.

- 4:6e When requesting payment for extra services or authorized reimbursable expenses, the Consultant shall submit an itemized billing showing unit cost and quantity of the item billed and referencing the specific authorizing document therefrom. Request for payment for reimbursable items shall be accompanied by appropriate invoices.
- 4:6f In the event the Consultant and Owner cannot agree to a sum for extra services, the Owner reserves the right to employ other means to accomplish said services.
- 4:7 **PAYMENT FOR ALL OTHER SERVICES:** All services of the Consultant, including those set out in Article 2, or as otherwise required in this Contract, and not specifically set out to be paid for as an extra service or reimbursable expense of the Consultant, are included in the payments to be made for the work done under Article 2.

## **ARTICLE 5. OWNER'S RESPONSIBILITIES**

- 5:1 **Designated Representatives:**  
The Owner shall designate representatives solely authorized to act on its behalf with respect to this Contract and to the administration of the project.
- 5:2 **Sample Construction Contract Requirements:**  
The Owner shall furnish the Consultant sample construction contract requirements and the general provisions of the Owner.
- 5:3 **Expeditious Response:**  
The Owner shall furnish information, approvals, and services required of it as expeditiously as necessary for the orderly progress of the work.
- 5:4 **Advertisements for Bid, and Issuance of Bid Documents and Addenda:**  
The Owner shall arrange and pay for the required advertisements for bid and issue bid documents and addenda as prepared by the Consultant.
- 5:5 **Routine One-Site Inspections and Consultations with Contractor:**  
The Owner's staff architects, engineers, and field inspectors may make routine on-site inspections, consult with the Consultant on problems as they may arise, and assist in matters relative to coordinating the progress of the Consultant's work.
- 5:6 **Administrative Authority:**  
The Owner shall be the administrative authority on the project.
- 5:7 **Issuance of Contractor Notice of Award:**  
The Owner shall furnish the Consultant a Notice-of-Award before any work under this Contract begins. Any work performed by the Consultant prior to receipt of the Notice-of-Award shall be performed at the Consultant's risk, and payment for such work may not be made.
- 5:8 **Plan Review and Permit Fees:**  
The Owner shall pay for the plan reviews and building permits.

## **ARTICLE 6. EQUAL EMPLOYMENT OPPORTUNITY**

- 6:1 During the performance of this contract, the Consultant agrees as follows:

- 6:1a **Non-Discrimination Policy:**  
The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- 6:1b **Equal Opportunity Policy:**  
The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- 6:1c **Labor Notice:**  
The Consultant 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 worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6:1d **Department of Labor Compliance:**  
The Consultant will comply with all provisions of the Executive Order No. 11246 of September 24, 1965, as amended or revised, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6:1e **Department of Labor Reports:**  
The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Owner and Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
- 6:1f **Violation of Non-Discrimination Clauses:**  
In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of such rule, regulation, or order, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further contract provided by law.
- 6:1g **Subcontractor Contracts to Include Non-Discrimination and Labor Provisions:**  
The Consultant will include the provisions of paragraphs 6:1a through 6:1g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11256 of September 24, 1965, so that such provisions will be binding upon each subConsultant or vendor. The Consultant will enforce such provisions.

**ARTICLE 7.**  
**INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS**

No member of or Delegate to Congress or State Official shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

**ARTICLE 8.  
OTHER PROHIBITED INTERESTS**

**OWNER'S REPRESENTATIVE NON-ASSOCIATING PERSONALLY WITH THIS CONTRACT:**

No official of the Owner who is authorized in such capacity on behalf of the Owner to negotiate, make, accept, approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, material supply contract, or any subcontract in connection with the construction of the project shall become directly or indirectly associated personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity on behalf of the Owner to exercise any legislative, executive, supervisory, supply contract, or any subcontract in connection with (Cont.) the construction of the project, shall become directly or indirectly associated personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity on behalf of the Owner to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interest personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any contract pertaining to the project.

**ARTICLE 9.  
TERMINATION OF CONTRACT**

- 9:1 **TERMINATION FOR CAUSE:** If, through no fault of the Owner, the Consultant shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Consultant shall violate any covenants, agreements, or stipulations of the Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination, and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. If the specified defaults are not remedied within the time set forth in such notice, in that event, all finished or unfinished documents required to be produced under this Contract, which includes studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant, shall, at the option of the Owner, become the Owner's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Consultant shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Consultant, and the Owner may withhold reasonable amounts of the payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Owner from the Consultant is determined.
- 9:2 **TERMINATION FOR CONVENIENCE OF OWNER:** The Owner may terminate this Contract at any time by a notice in writing from the Owner to the Consultant. In that event, all finished or unfinished documents and other materials as described in Article 14, Sections 14:1, 14:2, and 14:3 below, shall, at the option of the Owner, as provided herein, become the Owner's property, and the Consultant shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract.
- 9:3 **TERMINATION BY CONSULTANT:** If, through no fault of the Consultant, the Owner shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Owner shall violate any covenants, agreements, or stipulations of the Contract, the Consultant shall thereupon have the right to terminate this contract by giving written notice to the Owner of such termination, and specifying the effective date thereof at least ten days before the effective date of such termination. If the specified defaults are not remedied within the time set forth in such notice, the Consultant shall be compensated for all services performed to the effective date of termination together with all reimbursable expenses then due. In addition, the Consultant shall also be compensated for incurred direct costs required in writing by the Owner for which the Consultant can establish an obligation and which would have been compensated for over the life of the contract.

**ARTICLE 10.  
PROJECT CONSTRUCTION COST (DEFINED)**

The Project Construction Cost, as stipulated in Section 1:2 herein or as amended, is defined as the anticipated total sum available to the Consultant for construction purposes, but not including any applicable sales tax, professional fees, the Owner's project contingency funds, or other charges incidental to the project.

**ARTICLE 11.  
CONSULTANT'S ESTIMATES OF COST**

- 11:1 The Consultant is not expected to guarantee its estimates of the construction costs. The Consultant shall notify the Owner in writing at any time its estimated costs vary from the project construction cost. The Consultant's written notification shall include a detailed explanation and shall provide suggestions for reducing the estimated cost to within the project construction cost.
- 11:2 The Owner shall reply promptly to the Consultant's notice and shall inform the Consultant either of adjustments in the program of requirements for the project or the adjustments to the project construction cost, by a combination of both of these measures, or of termination of the contract as in Article 9, Section 9:2.

**ARTICLE 12.  
APPROVAL BY THE OWNER**

Approval by the Owner or similar phrases in the Architectural Contract or any document sent to the Consultant by the Owner arising out of or in connection with the project, means that the Owner only accepts the work as to its general conformance to protect the Program Exhibit "F." Said approval by the Owner does not mean that the Owner has approved or agreed that the design conforms to any code or administrative requirement nor that the design will meet the Owner program requirement. It is the expressed agreement of the parties to this Architectural Contract that the Consultant promises he will remain solely responsible and liable to the Owner for its design as to codes.

**ARTICLE 13.  
SUCCESSORS AND ASSIGNS**

Neither party shall assign or transfer its interest in this Contract without the prior written consent of the other party.

**ARTICLE 14.  
OWNERSHIP OF DOCUMENTS**

- 14:1 All construction documents including reproducible drawings prepared by the Consultant shall be and remain the property of the Owner.
- 14:2 All presentation drawings, slides, and models shall be and remain the property of the Owner.

**ARTICLE 15.  
COST OR PRICING DATA**

Cost or pricing data may be required for any monetary changes to this Contract at the sole election of the owner. If required by the Owner, the Consultant shall certify that to the best of the Consultant's belief, the data submitted is accurate, complete and current as of an agreed date and will remain so during completion of the Contract.

**ARTICLE 16.  
CONTRACT CONTROVERSIES**

All claims, disputes or other matters which cannot be disposed of by mutual agreement, shall be settled in accordance with Alaska Statute 36.30.620 through 36.30.699 of the Procurement Code.

**ARTICLE 17.  
NOVATION, CHANGE OF NAME OR ASSIGNMENT**

This contract is not transferable, or otherwise assignable, without the written consent of the Owner. However, the Consultant may assign monies received under the Contract after notice to the Owner and inclusion in the instrument of a statement to the effect that all parties agree that the right of the assignee in, and to any monies, shall be subject to prior claims of all persons or businesses for services or materials supplied for the performance of the work under this Contract.

**ARTICLE 18.  
DEATH OR INCAPACITY**

If the Consultant transacts business as an individual, its death or incapacity shall automatically terminate this contract as of the date of such event, and neither the Consultant nor its estate shall have any further right to perform hereunder, and the Owner shall pay the Consultant or its estate the compensation payable under Article 4 for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by the Owner by reason of such termination, provided said death or incapacity was not self-inflicted. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the architectural services covered herein, the Owner will make payments to those continuing as though there had been no such death or incapacity, and the Owner will not be obliged to take any account of the person who died or became incapacitated, or to make any payment to such person or its estate. This provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein; and, if death or incapacity befalls the last one of such group before the Contract is fully performed, then the rights shall be as if there had been only one Consultant.

**ARTICLE 19.  
NOTICES**

Any notices may be served effectually upon the Owner by delivering it in writing, by telegram, or by depositing it in a United States mail deposit box with the postage prepaid fully thereon and addressed to the Owner at the following address:

University of Alaska Anchorage  
Facilities Planning and Construction  
3890 University Lake Drive, Suite 110  
Anchorage, AK 99508-4669

Phone: 907.786.4900  
Fax: 907.786.4901

and in the case of the Consultant, may be served effectually upon Consultant by delivering it in writing, by telegram, or by depositing it in a United States mail deposit box with the postage prepaid fully thereon and addressed to the Consultant at the following address:

Consultant Name \_\_\_\_\_  
Address \_\_\_\_\_

Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

or any notice may be served effectually by delivering or mailing it, as provided in this paragraph, addressed to any other place or places the Owner or Consultant, by written notice served upon the other, from time to time may designate.

**ARTICLE 20.  
ASBESTOS AVOIDANCE**

The Consultant shall not recommend, specify, or incorporate in any manner in the work product of this Contract asbestos or asbestos-containing materials. The Consultant shall, if required by the Owner prior to final payment, certify that it has not recommended, specified or incorporated asbestos or asbestos-containing materials in the Work required under this Contract.

**ARTICLE 21.  
EMPLOYMENT PREFERENCE**

The Consultant, including its subConsultants, for the duration of this project shall comply with AS 36.10, Employment Preference, now in effect and all regulations promulgated for its implementation currently in effect, and those that may become in effect. This includes all determinations by the Alaska State Department of Labor under the above statute. This article is null and void if funding for the contract is provided by the United States Government.

**ARTICLE 22.  
ANTI-KICKBACK PROVISION**

The Consultant warrants that regarding this contract, neither the Consultant, nor any of its employees, agents, or representatives has violated, is violating, or will violate the provisions of the "Anti-Kickback" Act of 1986 (41 USC 51-58) which is incorporated by reference and made a part of this Contract.

**ARTICLE 23.  
CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Consultant and its subConsultants shall comply with applicable federal labor standards provisions of the Contract Work Hours and Safety Standards Act - Overtime Compensation (40 USC 327-333).

**ARTICLE 24.  
CLEAN AIR AND WATER ACT  
WHEN THE CONTRACT AMOUNT EXCEEDS \$100,000**

The Consultant shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and EPA regulations (40 CFR Part 15) which prohibits the use by federal Consultants or grant recipients, of facilities which are included on the Environmental Protection Agency (EPA) List of Violating Facilities.

**ARTICLE 25.  
PATENTS AND COPYRIGHTS**

The Consultant shall indemnify the Owner, its employees, officers and Board of Regents against liability, including all costs, for infringement upon any United States patent or copyrighted process or article arising out of performing this contract.

The Owner's regulations and the Board of Regents' policy shall govern regarding copyrightable materials or inventions developed in the course of or under this contract unless this contract is federally funded in which the case copyrightable materials and inventions may be subject to the regulations issued by the federal sponsoring agency.

**ARTICLE 26.  
AUDIT**

It is understood that if the primary source of the Owner's funds for this project is Federal, the Contract is subject to Federal Audit, including access to, availability, and examination of Consultant records in accordance with the Contract General Provisions.

**ARTICLE 27.  
ADDITIONS OR DELETIONS TO THIS CONTRACT**

**ARTICLE 28.  
GOVERNING LAW**

This Contract shall be governed and construed under the laws of the State of Alaska. Any litigation arising out of this Contract shall be brought solely in the Superior Court for the Third Judicial District, State of Alaska.

**ARTICLE 29.  
EXTENT OF CONTRACT**

This Contract constitutes the entire Contract between the parties and any prior agreements either in writing or verbal are hereby deemed to have been rejected and are void if, in fact, they do not strictly conform with this document. No change shall be made to this Architectural Contract unless said change is in writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties have made and executed this Contract to be effective the day and year first above written.

**ACCEPTED:**

(CONSULTANT NAME)

By: \_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

Tax ID: \_\_\_\_\_

**ACCEPTED:**

**UNIVERSITY OF ALASKA ANCHORAGE**

All Required BOR Approvals obtained.

By: \_\_\_\_\_ Date  
xxxxxxx, Project Manager  
UAA Facilities Planning & Construction

Funding Obtained By: \_\_\_\_\_ Date  
UAA FP&C Fiscal Manager

Approved by: \_\_\_\_\_ Date  
UAA Contracting Officer

Approved by: \_\_\_\_\_ Date  
John Faunce, Director  
UAA Facilities Planning & Construction

**EXHIBITS:**

- A - Billing Form
- B - University Schedule of Reimbursable Expenses
- C - Schedule of Consultant Fees
- D - Proof of Insurance
- E - Contract Time Schedule
- F - Project Program

# EXHIBIT A BILLING FORM

PROFESSIONAL SERVICES AGREEMENT  
CONSULTANT BILLING FORM

CA# \_\_\_\_\_

Consultant: \_\_\_\_\_  
 Project: \_\_\_\_\_  
 UAF Project No.: \_\_\_\_\_  
 Contract Date: \_\_\_\_\_  
 Contract Total through Am # \_\_\_\_\_  
 Amendment Dated: \_\_\_\_\_

Payment No.: \_\_\_\_\_  
 For period: date to date  
 Description of Services on this billing: \_\_\_\_\_  
 Final Payment?: Yes (circle if final)

Do not make entry or change formulas in shaded cells.

	Percent Complete	Earned to Date	Previous Payments	Payment This Billing
1 Preliminary Planning Services				
Lump Sum Fee: _____				
2 Schematic Design Services				
Lump Sum Fee: _____				
3 Design Development Services				
Lump Sum Fee: _____				
4 Construction Document Services				
Lump Sum Fee: _____				
5 Bidding Services				
Lump Sum Fee: _____				
6 Construction Administration Services				
Allowance: _____				
7 Construction Administration Services				
*T & M Allowance: _____				
8				
Allowance: _____				
9				
Lump Sum Fee: _____				
10				
Lump Sum Fee: _____				
11				
Allowance: _____				
12 Reimbursables (Attach Receipt Backup)				
Allowance: _____				
<b>Totals:</b>				

I hereby certify the above amount to be true and correct and that payment therefore has not been received.

Signed by: _____
Date: _____

\* Attach supporting documentation listing all persons billing hours and rate for each, for labor computation.

**EXHIBIT A**

For an electronic version of form, please contact the project manager.

Forms/Consult/EXHIBIT A - Consultant Billing Form  
Rev: 9/2002

**EXHIBIT B  
UNIVERSITY OF ALASKA  
SCHEDULE OF REIMBURSABLE EXPENSES**

- A. Reimbursable expenses are not considered part of the Contractor basic services or extra service fees. Reimbursable expenses include:

<b>EXPENSE TYPE</b>	<b>PAYMENT BASIS</b>
Postage	Cost
Telephone Toll Calls	Cost
Facsimile Transmissions	Cost
Freight	Cost
Photo Reproduction	Cost
Report Publication	Cost
Additional copies of drawings, specifications, or contract documents when authorized.	Cost
Travel (1)	Cost
Food or Meals incidental to travel	UA Per Diem Rate
Lodging (1)	UA Per Diem Rate
Other cost incidental to travel	Cost
Other expenses which are not part of Basic Services, but which are necessary to the project as authorized.	

**(1) Advance approval required.**

- B. Reimbursable expenses **DO NOT** include:

Clerical/Secretarial costs  
 Computer time/CAD equipment time  
 Unauthorized travel expenses  
 Contractor fees  
 Overhead markup  
 Office supplies/Art supplies/Drafting supplies  
 Office equipment rental  
 Local auto mileage

- C. Any item of reimbursable expense over \$1,000 must be approved in **ADVANCE**.

- D. University of Alaska Per Diem Allowance.

Reimbursement: The Contractor and his employees and subcontractors will be reimbursed the per diem rate for meals and lodging while traveling in regard to the Project where overnight lodging is required.

Appropriate Rate: The appropriate per diem for a day is the rate prescribed for the community in which the Contractors obtain overnight lodging. Please refer to the University of Alaska Anchorage Travel Department website at <http://www.uaa.alaska.edu/budfin/aptravel/> for the current appropriate per diem rate to use for each region of Alaska.

Authorized travel outside Alaska will be allowed an appropriate per diem rate, please refer to the University of Alaska Anchorage Travel Department website at <http://www.uaa.alaska.edu/budfin/aptravel/> for current lodging and a meal allowance.

For the day travel begins or ends: The traveler shall be allowed one-half (1/2) of the basic meal and incidental expense (M&IE) allowance for each half-day period during which the traveler was on travel status. The half-day periods are as follows:

Midnight to Noon  
Noon to Midnight

An M&IE allowance will not be paid for travel that is less than 12 hours.

SAMPLE

**EXHIBIT C**  
**SCHEDULE OF CONSULTANT FEES**

The following hourly rates will be paid for services by the Contractor when performing work on a time-and-materials basis as an extra service in accordance with Article 3 of the agreement. Word processing fees will be paid only for specifications or reports required by the scope of work.

**CONSULTANT:**

(Consultant name here)

**Classification**

**Hour Rate**

Principal  
Associate  
Project Manager  
Engineer  
Word Processor

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

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

UNIVERSITY OF ALASKA  
EXHIBIT D ATTACHMENT  
Professional Services Contracts

Insurance Checklist

TYPE OF INSURANCE	ENDORSEMENTS REQUIRED (1)	AMOUNT REQUIRED	NOTICE PERIOD REQUIRED
<input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Occurrence Form	<input type="checkbox"/> 1. Additional Insured - UA <input type="checkbox"/> 2. Waiver of Subrogation	Not less than \$1,000,000 per occurrence and \$2,000,000 aggregate	<input type="checkbox"/> 30 days
<input type="checkbox"/> Auto Liability	<input type="checkbox"/> 1. Additional Insured – UA	Not less than \$1,000,000 per occurrence	<input type="checkbox"/> 30 days
<input type="checkbox"/> Workers' Compensation; Employer's Liability	<input type="checkbox"/> 1. Waiver of Subrogation	Statutory Coverage; Not less than \$1,000,000 each employee as required AS 23.30.045	<input type="checkbox"/> 30 days
<input type="checkbox"/> Professional Liability		Per Claim Per Policy Year Limit, Not less than: \$1,000,000	<input type="checkbox"/> 30 days

(1) See Article 2.1a.5

By signature, the undersigned acknowledges that he/she has completed this form, and is familiar with the insurance requirements as presented in Article 2.1a.5 of the Professional Services Contract. This checklist is used to assist the Owner in the administration of insurance requirements.

Signature, Insurance Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Insurance Agent, printed or typed: \_\_\_\_\_

Name of Insurance Agency: \_\_\_\_\_

Contractor: \_\_\_\_\_

The project name or project number must be listed on the certificate.

Project Name:

Project No.:

The certificate holder address is:

University of Alaska Anchorage  
3890 University Lake Drive, Suite 110  
Anchorage, Alaska 99508-4669



September 23, 2016

**PROJECT:** UAA <Project Title>  
Project ##-###

**RFP NO.:** 16-XX

**TO:** All Plan Holders of Record

### **ADDENDUM NO. 01**

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This addendum forms a part of the Contract Documents and modifies the original RFP Documents dated October 22, 2015. Acknowledge receipt of this Addendum in the Letter of Interest. Failure to do so may subject the Proposer to disqualification.

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This addendum consists of One (1) pages.

- 1. Proposal Due Date Remains: January 31, 2016 4:00 PM**
- 2. RFP Document Change:**  
The last sentence on page # should be changed to read ...
- 3. Clarifications – Question & Answers**
- 4. All other terms & conditions remain the same.**

**END OF ADDENDUM**

# Appendix 15.2.5a- Insurance Checklist

## University of Alaska Anchorage

Insurance Checklist (Revised March 10, 2004)

Type of insurance	Endorsements required (1)	Amount required		Notice period required
<input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Occurrence Form	<input type="checkbox"/> 1. Additional Insured - UA <input type="checkbox"/> 3. Waiver of Subrogation	Not less than \$1,000,000 per occurrence		<input type="checkbox"/> 30 days
<input type="checkbox"/> Auto Liability	<input type="checkbox"/> 1. Additional Insured - UA <input type="checkbox"/> 3. Waiver of Subrogation	Not less than \$1,000,000 per occurrence		<input type="checkbox"/> 30 days
<input type="checkbox"/> Workers' Compensation; and Employer's Liability	<input type="checkbox"/> 1. Waiver of Subrogation	Statutory; Limits of not less than \$500,000 each accident for bodily injury and disease		<input type="checkbox"/> 30 days
<input type="checkbox"/> Professional Liability			Per Claim Per Policy Year Limit, Not less than: \$1,000,000	<input type="checkbox"/> 30 days

(1) See Clause 10, Term Contract

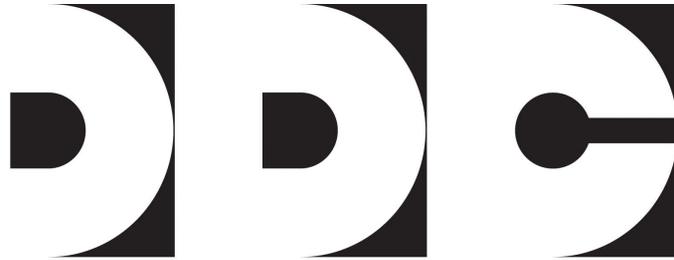
By signature, the undersigned acknowledges that he/she has completed this form, and is familiar with the insurance requirements as presented in Clause 10 of the Term Contract. This checklist is used to assist the Owner in the administration of insurance requirements.

Signature, Insurance Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Insurance Agent, printed or typed: \_\_\_\_\_

Name of Insurance Agency: \_\_\_\_\_

Contractor: \_\_\_\_\_



## NEW YORK CITY DEPARTMENT OF DESIGN + CONSTRUCTION

### Definitions:

“Architect-Engineer Services” are defined in Part 36 of the Federal Acquisition Regulation.

“Parent Company” is that firm, company, corporation, association or conglomerate which is the major stockholder or highest tier owner of the firm completing this questionnaire; i.e., Firm A is owned by Firm B which is, in turn, a subsidiary of Corporation C. The “parent company” of Firm A is Corporation C.

“Principals” are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

“Discipline,” as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual’s primary technical discipline.

“Joint Venture” is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

“Consultant,” as used in this questionnaire, is a highly specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

“Prime” refers to that firm which may be coordinating the concerted and complementary inputs of several firms, individuals or related services to produce a completed study or facility. The “prime” would normally be regarded as having full responsibility and liability for quality of performance by itself as well as by subcontractor professionals under its jurisdiction.

“Branch Office” is a satellite, or subsidiary extension, of a headquarters office of a company, regardless of any differences in name or legal structure of such a branch due to local or state laws. “Branch offices” are normally subject to the management decisions, bookkeeping, and policies of the main office.

### Instructions for Filing (Numbers below correspond to numbers contained in form):

1. Type accurate and complete name of submitting firm, its address, and zip code.
  - 1a. Indicate whether form is being submitted in behalf of a parent firm or a branch office. (Branch office submissions should list only personnel in, and experience of, that office.)
2. Provide date the firm was established under the name shown in question 1.
3. Show date on which form is prepared. All information submitted shall be current and accurate as of this date.
4. Enter type of ownership, or legal structure, of firm (sole proprietor, partnership, corporation, joint venture, etc.).

Check appropriate boxes indicating if firm is (a) a small business concern; (b) a small business concern owned and operated by socially and economically disadvantaged individuals; and (c) Woman-owned (See **48 CFR 19.101 and 52.219-9**).

5. Branches of subsidiaries of large or parent companies, or conglomerates, should insert name and address of highest-tier owner.

5a. If present firm is the successor to, or outgrowth of, one or more predecessor firms, show names(s) of former entity(ies) and the year(s) of their original establishment.

6. List not more than two principals from submitting firm who may be contacted by the agency receiving this form. (Different principals may be listed on forms going to another agency.) Listed principals must be empowered to speak for the firm on policy and contractual matters.

7. Beginning with the submitting office, list name, location, total number of personnel, and telephone numbers for all associated or branch offices, (including any headquarters or foreign offices) which provide A-E and related services.

7a. Show total personnel in all offices. (Should be sum of all personnel, all branches.)

8. Show total number of employees, by discipline, in submitting office. (\*If form is being submitted by main or headquarters office, firm should list total employees, by discipline, in all offices.) While some personnel may be qualified in several disciplines,

each person should be counted only once in accord with his or her primary function. Include clerical personnel as “administrative.” Write in any additional disciplines--sociologists, biologists, etc. -- and number of people in each, in blank spaces.

**STANDARD**     **Architect- Engineer**  
**FORM (SF)**     **and Related Services**  
**254**             **Questionnaire**

9. Using chart (below) insert appropriate index number to indicate range of professional services fees received by submitting firm each calendar year for last five years, most recent year first. Fee summaries should be broken down to reflect the fees received each year for (a) work performed directly for the Federal Government (not including grant and loan projects) or as a sub to other professionals performing work directly for the Federal Government; (b) all other domestic work, U.S. and possessions, including Federally-assisted projects, and (c) all other foreign work.

**Ranges of Professional Services Fees**

<b>INDEX</b>	<b>INDEX</b>
1. Less than \$100,000	5. \$1 million to \$2 million
2. \$100,000 to \$250,000	6. \$2 million to \$5 million
3. \$250,000 to \$500,000	7. \$5 million to \$10 million
4. \$500,000 to \$1 million	8. \$10 million or greater

10. Select and enter, in numerical sequence, **not more than thirty** (30) “ Experience Profile Code” numbers from the listing (next page) which most accurately reflect submitting firm’s demonstrated technical capabilities and project experience. **Carefully review list.** (It is recognized some profile codes may be part of other services or projects contained on list; firms are encouraged to select profile codes which best indicate type and scope of services provided on past projects.) For each code number, show total number of projects and gross fees (in thousands) received for profile projects performed by firm during past few years. If firm has one or more capabilities not included on list, insert same in blank spaces at end of list and show numbers in question 10 on the form. In such cases, the filled-in listing **must** accompany the complete SF 254 when submitted to the Federal agencies.

11. Using the “Experience Profile Code” numbers in the same sequence as entered in item 10, give details of at least one recent (within last five years) representative project for each code number, up to a **maximum** of thirty (30) separate projects, or portions of projects, for which firm was responsible. (Project examples may be used more than once to illustrate different services rendered on the same job. Example: a dining hall may be

part of an auditorium or educational facility.) Firms which select less than thirty “profile codes” may list two or more project examples (to illustrate specialization) for each code number so long as total of all project examples does not exceed thirty (30). After each code number in question 11, show: (a) whether firm was “P,” the prime professional, or “C,” a consultant, or “JV,” part of a joint venture on that particular project (new firms, in existence less than five (5) years may use the symbol “IE” to indicate “Individual Experience” as opposed to firm experience); (b) provide name and location of the specific project which typifies firm’s (or individual’s) performance under that code category; (c) give name and address of the owner of that project (if government agency indicate responsible office); (d) show the estimated construction cost (or other applicable cost) for that portion of the project for which the firm was primarily responsible. (Where no construction was involved, show approximate cost of firm’s work); and (e) state year work on that particular project was, or will be, completed.

12. The completed SF 254 should be signed by a principal of the firm, preferably the chief executive officer.

13. Additional data, brochures, photos, etc. should not accompany this form unless specifically requested.

**NEW FIRMS (not reorganized or recently-amalgamated firms) are eligible and encouraged to seek work from the Federal Government in connection with performance of projects for which they are qualified. Such firms are encouraged to complete and submit Standard Form 254 to appropriate agencies. Questions on the form dealing with personnel or experience may be answered by citing experience and capabilities of individuals in the firm, based on performance and responsibility while in the employee of others. In so doing, notation of this fact should be made on the form. In question 9, write in “N/A” to indicate “not applicable” for those years prior to firm’s organization.**

**Experience Profile Code Numbers  
for use with questions 10 and 11**

001 Acoustics, Noise Abatement  
 002 Aerial Photogrammetry  
 003 Agricultural Development; Grain Storage;  
 Farm Mechanization  
 004 Air Pollution Control  
 005 Airports; Navais; Airport Lighting;  
 Aircraft Fueling  
 006 Airports; Terminals & Hangars; Freight  
 Handling  
 007 Arctic Facilities  
 008 Auditoriums & Theaters  
 009 Automation; Controls; Instrumentation  
 010 Barracks; Dormitories  
 011 Bridges  
 012 Cemeteries (*Planning & Relocation*)  
 013 Chemical Processing & Storage  
 014 Churches; Chapels  
 015 Codes; Standards; Ordinances  
 016 Cold Storage; Refrigeration; Fast Freeze  
 017 Commercial Building (*low rise*);  
 Shopping Centers  
 018 Communications Systems; TV;  
 Microwave  
 019 Computer Facilities; Computer Service  
 020 Conservation and Resource  
 Management  
 021 Construction Management  
 022 Corrosion Control; Cathodic Protection;  
 Electrolysis  
 023 Cost Estimating  
 024 Dams (*Concrete; Arch*)  
 025 Dams (*Earth; Rock*); Dikes; Levees  
 026 Desalination (*Process & Facilities*)  
 027 Dining Halls; Clubs; Restaurants  
 028 Ecological & Archeological  
 Investigations  
 029 Educational Facilities; Classrooms  
 030 Electronics  
 031 Elevators; Escalators; People-Movers  
 032 Energy Conservation; New Energy  
 Sources  
 033 Environmental Impact Studies,  
 Assessments or Statements  
 034 Fallout Shelters; Blast-Resistant Design  
 035 Field Houses; Gyms; Stadiums  
 036 Fire Protection  
 037 Fisheries; Fish Ladders  
 038 Forestry & Forest Products  
 039 Garages; Vehicle Maintenance Facilities;  
 Parking Decks  
 040 Gas Systems (*Propane; Natural, Etc.*)  
 041 Graphic Design  
 042 Harbors; Jetties; Piers, Ship Terminal Facilities

043 Heating; Ventilating; Air Conditioning  
 044 Health Systems Planning  
 045 Highrise; Air-Rights-Type Buildings  
 046 Highways; Streets; Airfield Paving  
 Parking Lots  
 047 Historical Preservation  
 048 Hospital & Medical Facilities  
 049 Hotels; Models  
 050 Housing (*Residential, Multi-Family;*  
*Apartments; Condominiums*)  
 051 Hydraulics & Pneumatics  
 052 Industrial Buildings; Manufacturing Plants  
 053 Industrial Processes; Quality Control  
 054 Industrial Waste Treatment  
 055 Interior Design; Space Planning  
 056 Irrigation; Drainage  
 057 Judicial and Courtroom Facilities  
 058 Laboratories; Medical Research  
 Facilities  
 059 Landscape Architecture  
 060 Libraries; Museums; Galleries  
 061 Lighting (*Interiors; Display: Theater, Etc.*)  
 062 Lighting (*Exteriors; Streets; Memorials;*  
*Athletic Fields, Etc.*)  
 063 Materials Handling Systems; Conveyors;  
 Sorters  
 064 Metallurgy  
 065 Microclimatology; Tropical Engineering  
 066 Military Design Standards  
 067 Mining & Mineralogy  
 068 Missile Facilities (*Silos; Fuels; Transport*)  
 069 Modular Systems Design; Pre-Fabricated  
 Structures or Components  
 070 Naval Architecture; Off-Shore Platforms  
 071 Nuclear Facilities; Nuclear Shielding  
 072 Office Buildings; Industrial Parks  
 073 Oceanographic Engineering  
 074 Ordnance; Munitions; Special Weapons  
 075 Petroleum Exploration; Refining  
 076 Petroleum and Fuel (*Storage and*  
*Distribution*)  
 077 Pipelines (*Cross-Country - Liquid & Gas*)  
 078 Planning (*Community, Regional,*  
*Areawide and State*)  
 079 Planning (*Site, Installation, and Project*)  
 080 Plumbing & Piping Design  
 081 Pneumatic Structures, Air-Support  
 Buildings  
 082 Postal Facilities  
 083 Power Generation, Transmission,  
 Distribution  
 084 Prisons & Correctional Facilities  
 085 Product, Machine & Equipment Design

086 Radar; Sonar; Radio & Radar  
 Telescopes  
 087 Railroad; Rapid Transit  
 088 Recreation Facilities (*Parks, Marinas,*  
*Etc.*)  
 089 Rehabilitation (*Buildings; Structures;*  
*Facilities*)  
 090 Resource Recovery; Recycling  
 091 Radio Frequency Systems & Shieldings  
 092 Rivers; Canals; Waterways; Flood  
 Control  
 093 Safety Engineering; Accident Studies;  
 OSHA Studies  
 094 Security Systems; Intruder & Smoke  
 Detection  
 095 Seismic Designs & Studies  
 096 Sewage Collection, Treatment and Disposal  
 097 Soils & Geologic Studies; Foundations  
 098 Solar Energy Utilization  
 099 Solid Wastes; Incineration; Land Fill  
 100 Special Environments; Clean Rooms,  
 Etc.  
 101 Structural Design; Special Structures  
 102 Surveying; Platting; Mapping; Flood Plain  
 Studies  
 103 Swimming Pools  
 104 Storm Water Handling & Facilities  
 105 Telephone Systems (*Rural; Mobile;*  
*Intercom, Etc.*)  
 106 Testing & Inspection Services  
 107 Traffic & Transportation Engineering  
 108 Towers (*Self-Supporting & Guyed*  
*Systems*)  
 109 Tunnels & Subways  
 110 Urban Renewals; Community  
 Development  
 111 Utilities (*Gas & Steam*)  
 112 Value Analysis; Life-Cycle Costing  
 113 Warehouses & Depots  
 114 Water Resources; Hydrology; Ground  
 Water  
 115 Water Supply; Treatment and Distribution  
 116 Wind Tunnels; Research/Testing  
 Facilities Design  
 117 Zoning; Land Use Studies  
 201 \_\_\_\_\_  
 202 \_\_\_\_\_  
 203 \_\_\_\_\_  
 204 \_\_\_\_\_  
 205 \_\_\_\_\_

<b>STANDARD FORM (SF)</b>  <b>254</b>  <b>Architect-Engineer and Related Services Questionnaire</b>	1. Firm Name/Business Address:		2. Year Present Firm Established	3. Date Prepared:
	1a. Submittal is for <input type="checkbox"/> Parent Company <input type="checkbox"/> Branch or Subsidiary Office		4. Specify type of ownership and check below, if applicable	
			A. Small Business B. Small Disadvantaged Business C. Woman-owned Business	
5. Name of Parent Company, if any:			5a. Former Parent Company Name(s), if any, and Year(s) Established:	
6. Names of not more than Two Principals to Contact: Title/Telephone 1) 2)				
7. Present Offices: City / State / Telephone / No. Personnel Each Office Personnel _____			7a. Total	
8. Personnel by Discipline: (List each person only once, by primary function.)				
___ Administrative	___ Electrical Engineers	___ Oceanographers	___ _____	___ _____
___ Architects	___ Estimators	___ Planners: Urban/Regional	___ _____	___ _____
___ Chemical Engineers	___ Geologists	___ Sanitary Engineers	___ _____	___ _____
___ Civil Engineers	___ Hydrologists	___ Soils Engineers	___ _____	___ _____
___ Construction Inspectors	___ Interior Designers	___ Specification Writers	___ _____	___ _____
___ Draftsmen	___ Landscape Architects	___ Structural Engineers	___ _____	___ _____
___ Ecologists	___ Mechanical Engineers	___ Surveyors	___ _____	___ _____
___ Economists	___ Mining Engineers	___ Transportation Engineers	___ _____	___ _____
9. Summary of Professional Services Fees			Ranges of Professional Services Fees INDEX	
			1. Less than \$100,000	
			2. \$100,000 to \$250,000	
			3. \$250,000 to \$500,000	
			4. \$500,000 to \$1 million	
			5. \$1 million to \$2 million	
			6. \$2 million to \$5 million	
			7. \$5 million to \$10 million	
			8. \$10 million or greater	
Received: (Insert index number) Direct Federal contract work, including overseas All other domestic work All other foreign work*			Last 5 Years (most recent year first) 20_____ 20_____ 20_____ 19_____ 19_____	
* Firms interested in foreign work, but without such experience, check here:				

10. Profile of Firm's Project Experience, Last 5 Years									
Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	
1)			11)			21)			
2)			12)			22)			
3)			13)			23)			
4)			14)			24)			
5)			15)			25)			
6)			16)			26)			
7)			17)			27)			
8)			18)			28)			
9)			19)			29)			
10)			20)			30)			

11. Project Examples, Last 5 Years

Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name and Address	Cost of Work (in thousands)	Completion Date (Actual or Estimated)
		1			
		2			
		3			
		4			
		5			
		6			
		7			

		8			
		9			
		10			
		11			
		12			
		13			
		14			
		15			
		16			
		17			
		18			
		19			

		20			
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		26			
		27			
		28			
		29			
		30			

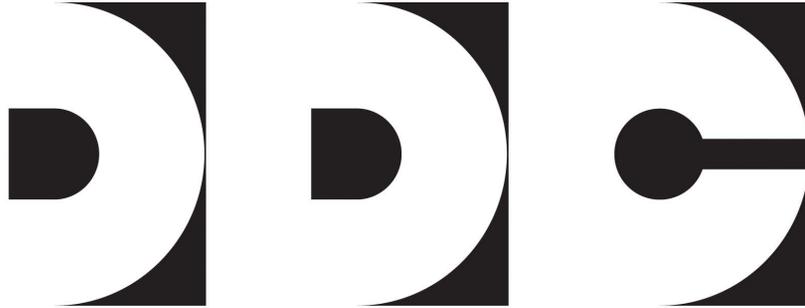
12. The foregoing is a statement of facts  
Signature: \_\_\_\_\_ Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

STANDARD  
FORM (SF)  
255

**Architect-Engineer  
and Related Services  
Questionnaire for  
Specific Project**

**Appendix 15.2.5c - Federal Form #255**



**NEW YORK CITY DEPARTMENT OF  
DESIGN + CONSTRUCTION**

**Definitions:**

“**Architect-Engineer Services**” are defined in Part 36 of the Federal Acquisition Regulation.

“**Principals**” are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.

“**Discipline,**” as used in this questionnaire, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification, or extensive experience in a particular field of practice normally reflects an individual’s primary technical discipline.

“**Joint Venture**” is a collaborative undertaking by two or more firms or individuals for which the participants are both jointly and individually responsible.

“**Key Persons, Specialists, and Individual Consultants,**” as used in this questionnaire, refer to individuals who will have major project responsibility or will provide **unusual or unique** capabilities for the project under consideration.

**Instructions For Filing** (Numbers below correspond to numbers contained in form):

1. Give name and location of the project for which this form is being submitted.
2. Provide appropriate data from the *Commerce Business Daily* (CBD) identifying the particular project for which this form is being filed.
  - 2a. Give the date of the *Commerce Business Daily* in which the project announcement appeared, or indicate “not applicable” (N/A) if the source of the announcement is other than the CBD.
  - 2b. Indicate Agency identification or contract number as provided in the CBD announcement.
3. Show name and address of the individual or firm (or joint venture) which is submitting this form for the project.
  - 3a. List the name, title, and telephone number of that principal who will serve as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.
  - 3b. Give the address of the specific office which will have responsibility for performing the announced work.
4. Insert the number of consultant personnel by discipline proposed for subject project on line (A). Insert the number of in-house personnel by discipline proposed for subject project on line (B). While some personnel may be qualified in several disciplines, each person should be counted only once in accord with his or her primary function. Include clerical personnel as “administrative.” Write in any additional disciplines -- sociologists, biologists, etc. -- and number of people in each, in blank spaces.
5. Answer only if this form is being submitted by a joint venture of two or more collaborating firms. Show the names and addresses of all individuals or organizations expected to be included as part of the joint venture and describe their particular areas of anticipated responsibility (i.e., technical disciplines, administration, financial, sociological, environmental, etc.).
  - 5a. Indicate, by checking the appropriate box, whether this particular joint venture has worked together on other projects. Each firm participating in the joint venture should have a Standard Form 254 on file with the contracting office receiving this form. Firms which do not have such forms on file should provide same immediately along with a notation at the top of page 1 of the form regarding their association with this joint venture submittal.

**STANDARD  
FORM (SF)  
255**

**Architect-Engineer  
and Related Services  
Questionnaire for  
Specific Project**

6. If respondent is not a joint venture, but intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, he should provide names and addresses of all such individuals or firms, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted. If more than eight outside consultants or associates are anticipated, attach an additional sheet containing requested information.

7. Regardless of whether respondent is a joint venture or an independent firm, provide brief resumes of key personnel expected to participate on this project. Care should be taken to limit resumes to only those personnel and specialists who will have major project responsibilities. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization, if any, with whom that individual is presently associated, (d) years of relevant experience with present firm and other firms, (e) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two Ph.D.'s, list both), the year received and the particular technical/professional discipline which that individual will bring to the project, (f) if registered as an architect, engineer, surveyor, etc., show only the field of registration and the year that such registration was first acquired. If registered in several states, do not list states, and (g), a synopsis of experience, training, or other qualities which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, relevant foreign language capabilities, etc. Please limit synopsis of experience to directly relevant information.

8. List up to ten projects which demonstrate the firm's or joint venture's competence to perform work similar to that likely to be required on this project. The more recent such projects, the better. Prime consideration will be given to projects which illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) brief description of type and extent of services provided for each project (submissions by joint ventures should indicate which member of the joint venture was the prime on that particular project and what role it played), (c) name and address of the owner of that project (if Government agency, indicate responsible office), and name and phone number of individual to contact for reference (preferably the project manager), (d) completion date (actual when available, otherwise estimated), (e) total construction cost of completed project (or where no construction was involved, the approximate cost of your work) and that portion of the cost of the project for which the named firm was/is responsible.

9. List only those projects which the A-E firm or joint venture, or members of the joint venture, are currently performing under direct contract with an agency or department of the Federal Government. Exclude any grant or loan projects being financed by the Federal Government but being performed under contract to other non-Federal Governmental entities. Information provided under each heading is similar to that requested in the preceding Item 8, except for (d) "Percent Complete." Indicate in this item the percentage of A-E work completed upon filing this form.

10. Through narrative discussion, show reason why the firm or joint venture submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by a firm or individuals for similar work, required security clearances, special approaches or concepts developed by the firm relevant to this project, etc. Respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs which best demonstrate design capabilities of the team proposed for this project.

11. Completed forms should be signed by the chief executive officer of the joint venture (thereby attesting to the concurrence and commitment of all members of the joint venture), or by the architect-engineer principal responsible for the conduct of the work in the event it is awarded to the organization submitting this form. Joint ventures selected for subsequent discussions regarding this project must make available a statement of participation signed by a principal of each member of the joint venture. **ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.**

<b>STANDARD FORM (SF) 255</b>  <b>Architect-Engineer and Related Services Questionnaire for Specific Project</b>	1. Project Name/Location for which Firm is Filing:	2a. <i>Commerce Business</i> Daily Announcement Date, if any:	2b. Agency Identification Number, if any:
3. Firm (or Joint-Venture) Name and Address:		3a. Name, Title and Telephone Number of Principal to Contact:	
		3b. Address of office to perform work, if different from Item 3:	
4. Personnel by Discipline: (List each person only once, by primary function.) Enter proposed consultant personnel to be <u>utilized</u> on this project on line (A) and in-house personnel on line (B).			
(A) ___ (B) ___ Administrative	(A) ___ (B) ___ Electrical Engineers	(A) ___ (B) ___ Oceanographers	(A) ___ (B) ___ _____
(A) ___ (B) ___ Architects	(A) ___ (B) ___ Estimators	(A) ___ (B) ___ Planners: Urban/Regional	(A) ___ (B) ___ _____
(A) ___ (B) ___ Chemical Engineers	(A) ___ (B) ___ Geologists	(A) ___ (B) ___ Sanitary Engineers	(A) ___ (B) ___ _____
(A) ___ (B) ___ Civil Engineers	(A) ___ (B) ___ Hydrologists	(A) ___ (B) ___ Soil Engineers	(A) ___ (B) ___ _____
(A) ___ (B) ___ Construction Inspectors	(A) ___ (B) ___ Interior Designers	(A) ___ (B) ___ Specification Writers	(A) ___ (B) ___ _____
(A) ___ (B) ___ Draftsmen	(A) ___ (B) ___ Landscape Architects	(A) ___ (B) ___ Structural Engineers	(A) ___ (B) ___ _____
(A) ___ (B) ___ Ecologists	(A) ___ (B) ___ Mechanical Engineers	(A) ___ (B) ___ Surveyors	(A) ___ (B) ___ _____
(A) ___ (B) ___ Economists	(A) ___ (B) ___ Mining Engineers	(A) ___ (B) ___ Transportation Engineers	(A) ___ (B) ___ Total Personnel
5. If submittal is by JOINT-VENTURE, list participating firms and outline specific areas of responsibility (including administrative, technical and financial) for each firm: (Attach SF 254 for each if not on file with Procuring Office.)			
5a. Has this Joint -Venture previously worked together?    Yes    No			

6. If respondent is not a joint-venture, list outside key Consultants/Associates anticipated for this project (Attach SF 254 for Consultants/Associates listed, if not already on file with the Contracting Office).

Name and Address	Specialty	Worked with Prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name and Title:	a. Name and Title
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm ..... With Other Firms .....	d. Years experience: With This Firm ..... With Other Firms .....
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name and Title:	a. Name and Title
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm ..... With Other Firms .....	d. Years experience: With This Firm ..... With Other Firms .....
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.

a. Name and Title:

a. Name and Title

b. Project Assignment:

b. Project Assignment:

c. Name of Firm with which associated:

c. Name of Firm with which associated:

d. Years experience: With This Firm ..... With Other Firms .....

d. Years experience: With This Firm ..... With Other Firms .....

e. Education: Degree(s)/Year/Specialization

e. Education: Degree(s)/Year/Specialization

f. Active Registration: Year First Registered/Discipline

f. Active Registration: Year First Registered/Discipline

g. Other Experience and Qualifications relevant to the proposed project:

g. Other Experience and Qualifications relevant to the proposed project:

7. Brief resume of key persons, specialists, and individual consultants anticipated for this project.	
a. Name and Title:	a. Name and Title
b. Project Assignment:	b. Project Assignment:
c. Name of Firm with which associated:	c. Name of Firm with which associated:
d. Years experience: With This Firm ..... With Other Firms .....	d. Years experience: With This Firm ..... With Other Firms .....
e. Education: Degree(s)/Year/Specialization	e. Education: Degree(s)/Year/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. Other Experience and Qualifications relevant to the proposed project:	g. Other Experience and Qualifications relevant to the proposed project:

8. Work by firms or joint-venture members which best illustrates current qualifications relevant to this project (list not more than 10 projects).

a. Project Name and Location	b. Nature of Firm's Responsibility	c. Project Owner's Name and Address and Project Manager's Name and Phone Number	d. Completion Date (actual or estimated)	e. Estimated Cost (In Thousands)	
				Entire Project	Work for Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

9. All work by firms or joint-venture members currently being performed directly for Federal agencies.

a. Project Name and Location	b. Nature of Firm's Responsibility	c. Agency (Responsible Office) Name and Address and Project Manager's Name and Phone Number	d. Percent Complete	e. Estimated Cost (In Thousands)	
				Entire Project	Work for Which Firm Is Responsible

10. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the proposed project.

11. The foregoing is a statement of facts.

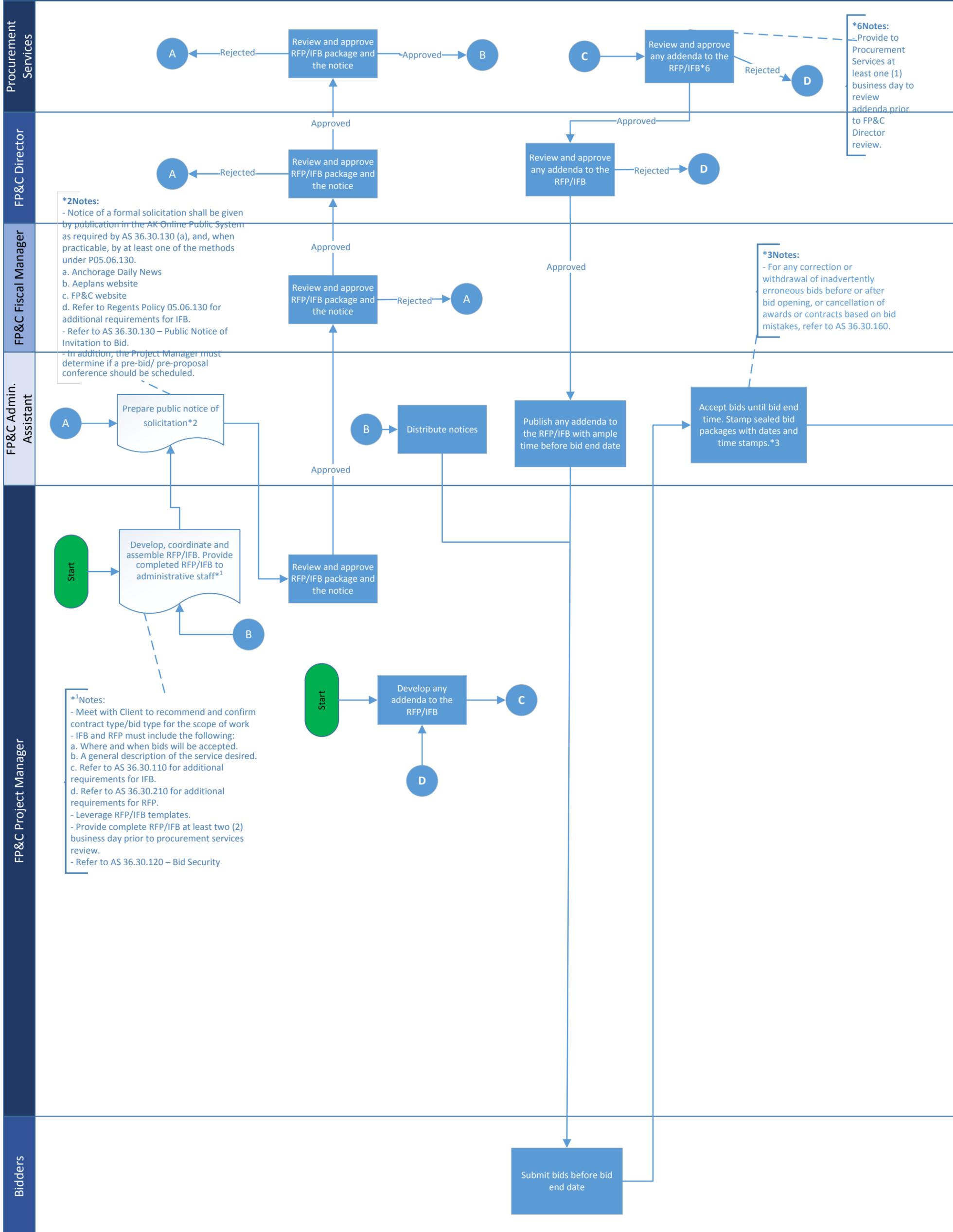
Date:

Signature: \_\_\_\_\_ Type Name and Title: \_\_\_\_\_

# Appendix 15.2.5d - Term Consultant Preliminary score sheet

## University of Alaska Anchorage

Project:			Applicant:		
Date:		Reviewer:		Score (rank):	
SF 254 project-related experience			SF 255 firm profile		
Criteria	Scale	Score	Criteria	Scale	Score
1. Minority owned	0 or 7		1. Appropriate staffing of firm.	1-25	
2. Years of present firm in service 0-4 Years 5+ Years	0-4 5		2. Previous related experience of firm.	1-20	
3. Location of nearest office in relation to project: Same Region Different Region Different State	13 6 0		3. Previous related experience of project principal.	1-20	
4. Location of office that will perform principal work on project: * Same Region Different Region Different State	10 5 0				
Possible	35		Possible	65	
* Question asked in Solicitation			Total Possible	100	



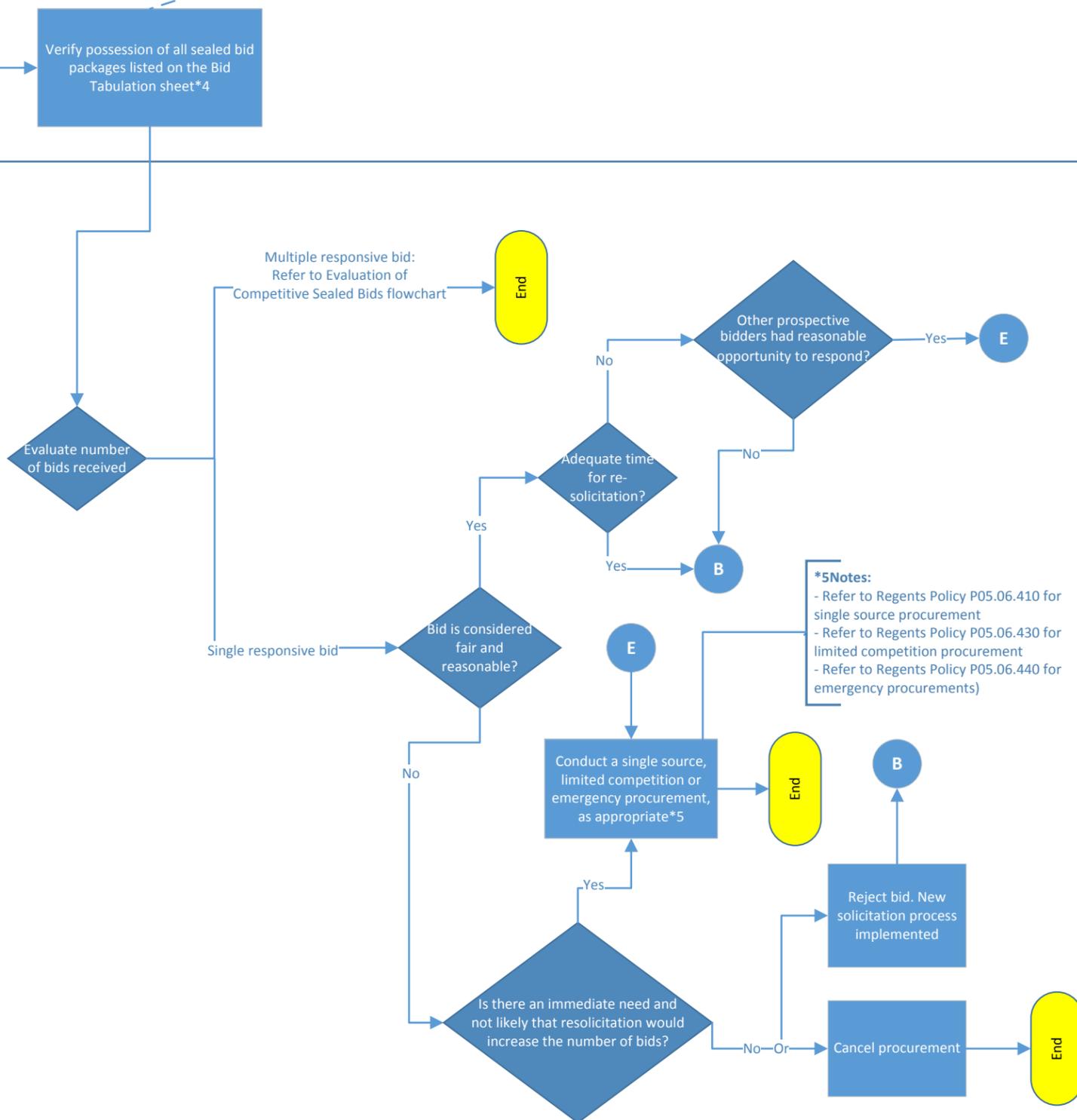
Legend:



Flowchart for Construction Solicitation >\$200,000 or A/E Solicitation >\$100,000 – Appendix 15W

**\*4Notes:**

- For further instruction on Receipt, Opening and Recording of Bids for IFB, refer to Regents Policy P05.06.150.
- For further instruction on Receipt and Registration Of Proposals for RFP, refer to Regents Policy P05.06.240.
- For any inadvertent errors discovered after opening but before award, refer to Regents Policy P05.06.170.



- \*5Notes:**
- Refer to Regents Policy P05.06.410 for single source procurement
  - Refer to Regents Policy P05.06.430 for limited competition procurement
  - Refer to Regents Policy P05.06.440 for emergency procurements)

**Appendix 16.1a**  
**First Payment Application Review Checklist**

**University of Alaska Anchorage**

**Project Name and Project Number:**

---



**Project Manager (PM):** Please ensure all items are completed and checked-off below.

**Fiscal Manager (FM):** Please ensure that any 5 items of your selection are completed and checked-off below.

**Preliminary Review**

<b>PM</b>	<b>Item No.</b>	<b>Review Description</b>	<b>FM</b>
<input type="checkbox"/>	1	Signed contract	<input type="checkbox"/>
<input type="checkbox"/>	2	Current Certificate of Insurance	<input type="checkbox"/>
<input type="checkbox"/>	3	Contractor lien release form	<input type="checkbox"/>
<input type="checkbox"/>	4	Appropriate title & address of contracted parties included	<input type="checkbox"/>
<input type="checkbox"/>	5	Proper Project Title and application No. included	<input type="checkbox"/>
<input type="checkbox"/>	6	Correct payment application time period included	<input type="checkbox"/>
<input type="checkbox"/>	7	Appropriate contract date and reference No. used	<input type="checkbox"/>
<input type="checkbox"/>	8	Proper authorizing signature of contractor representative present	<input type="checkbox"/>
<input type="checkbox"/>	9	Architects certificate obtained	<input type="checkbox"/>
<input type="checkbox"/>	10	Line items, 1-3 and 7, compared to contract	<input type="checkbox"/>
<input type="checkbox"/>	11	Line 4 compared to total of column G of continuation sheet.	<input type="checkbox"/>
<input type="checkbox"/>	12	Lines 4 through 8 footed	<input type="checkbox"/>
<input type="checkbox"/>	13	Line 8 compared to contractor's conditional and unconditional lien release form (Appendix 16.1d)	<input type="checkbox"/>

**Continuation Sheet Review**

<b>PM</b>	<b>Item No.</b>	<b>Review Description</b>	<b>FM</b>
<input type="checkbox"/>	14	Schedule of Value (column C) line items compared to contract	<input type="checkbox"/>
<input type="checkbox"/>	15	Differences investigated and included in memo	<input type="checkbox"/>
<input type="checkbox"/>	16	Schedule of Value Column Footed	<input type="checkbox"/>
<input type="checkbox"/>	17	Work Completed compared to previous application (column D)	<input type="checkbox"/>
<input type="checkbox"/>	18	Differences investigated and included in memo	<input type="checkbox"/>
<input type="checkbox"/>	19	Presence of subcontractor conditional and non-conditional lien releases examined (Appendix 16.1e). (Trace to lien release amounts, typically, amounts net of retention. Inspect for authorized signatures)	<input type="checkbox"/>
<input type="checkbox"/>	20	Material supplier invoices and/or contractors materials requisition/supply documents examined in For Materials Presently Stored (column F).	<input type="checkbox"/>
<input type="checkbox"/>	21	Vendor list for known and unknown vendors reviewed (Consider risk of fictitious vendors set up to clear fraudulent purchases)	<input type="checkbox"/>
<input type="checkbox"/>	22	Excess material purchases charged to the project but used elsewhere considered	<input type="checkbox"/>
<input type="checkbox"/>	23	Terms of purchase for missed discounts examined	<input type="checkbox"/>
<input type="checkbox"/>	24	Line items cross-footed	<input type="checkbox"/>
<input type="checkbox"/>	25	Total Completed and Stored to Date (column G) footed	<input type="checkbox"/>
<input type="checkbox"/>	26	Verify GC's fee (%) is per contract (GMP contracts only)	<input type="checkbox"/>
<input type="checkbox"/>	27	Verify subs' fees (%) are per contract (GMP contracts only)	<input type="checkbox"/>
<b>Term Contracts</b>			
<input type="checkbox"/>		Verify cover sheet to invoice has be provided	<input type="checkbox"/>
<b>Short Form Contracts</b>			
<input type="checkbox"/>		Verify all requirements in Short Form Contract Template has been provided (Appendix 16.1f)	<input type="checkbox"/>
<input type="checkbox"/>		For any contracts over \$25k, verify that the AK Department of Labor (DOL) has been informed	<input type="checkbox"/>

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Project Manager Reviewer Name

---

Project Manager Signature

---

Date

---

Fiscal Manager Reviewer Name

---

Fiscal Manager Signature

---

Date

**Appendix 16.1b  
Progress Payment Application Review Checklist**

University of Alaska Anchorage



**Project Name and Project Number:**

---

**Project Manager (PM):** Please ensure all items are completed and checked-off below.

**Fiscal Manager (FM):** Please ensure that any 5 items of your selection are completed and checked-off below.

**Preliminary Review**

PM	Item No.	Review Description	FM
<input type="checkbox"/>	1	Appropriate title & address of contracted parties included	<input type="checkbox"/>
<input type="checkbox"/>	2	Proper Project Title and application No. included	<input type="checkbox"/>
<input type="checkbox"/>	3	Correct payment application time period included	<input type="checkbox"/>
<input type="checkbox"/>	4	Appropriate contract date and reference No. used	<input type="checkbox"/>
<input type="checkbox"/>	5	Proper authorizing signature of contractor representative present	<input type="checkbox"/>
<input type="checkbox"/>	6	Architects certificate obtained	<input type="checkbox"/>
<input type="checkbox"/>	7	Application sequence number is correct (obtain prior application for use in the review of current document)	<input type="checkbox"/>
<input type="checkbox"/>	8	Change order summary examine (obtain copy of all current month approved change orders)	<input type="checkbox"/>
<input type="checkbox"/>	9	Previous months' sum to prior payment application traced	<input type="checkbox"/>
<input type="checkbox"/>	10	Contractors' change order log obtained	<input type="checkbox"/>
<input type="checkbox"/>	11	Change order summary compared to change order log	<input type="checkbox"/>
<input type="checkbox"/>	12	Pending change orders are not included	<input type="checkbox"/>
<input type="checkbox"/>	13	Line items, 1-3 and 7, compared to contract or prior payment application	<input type="checkbox"/>
<input type="checkbox"/>	14	Line 4 compared to total of column G of continuation sheet.	<input type="checkbox"/>
<input type="checkbox"/>	15	Lines 4 through 8 footed	<input type="checkbox"/>
<input type="checkbox"/>	16	Line 8 compared to contractor's conditional and unconditional lien release form	<input type="checkbox"/>

**Continuation Sheet Review**

<b>PM</b>	<b>Item No.</b>	<b>Review Description</b>	<b>FM</b>
<input type="checkbox"/>	17	Schedule of Value (column C) line items compared to contract, prior payment application Schedule of Value or updated change order log	<input type="checkbox"/>
<input type="checkbox"/>	18	Differences investigated and included in memo	<input type="checkbox"/>
<input type="checkbox"/>	19	Schedule of Value Column Footed	<input type="checkbox"/>
<input type="checkbox"/>	20	Work Completed compared to previous application (column D)	<input type="checkbox"/>
<input type="checkbox"/>	21	Differences investigated and included in memo	<input type="checkbox"/>
<input type="checkbox"/>	22	Previous application for work completed	<input type="checkbox"/>
<input type="checkbox"/>	23	Presence of subcontractor conditional and non-conditional lien releases examined. (Trace to lien release amounts, typically, amounts net of retention. Inspect for authorized signatures)	<input type="checkbox"/>
<input type="checkbox"/>	24	Material supplier invoices and/or contractors materials requisition/supply documents examined in For Materials Presently Stored (column F).	<input type="checkbox"/>
<input type="checkbox"/>	25	Vendor list for known and unknown vendors reviewed (Consider risk of fictitious vendors set up to clear fraudulent purchases)	<input type="checkbox"/>
<input type="checkbox"/>	26	Excess material purchases charged to the project but used elsewhere considered	<input type="checkbox"/>
<input type="checkbox"/>	27	Terms of purchase for missed discounts examined	<input type="checkbox"/>
<input type="checkbox"/>	28	Line items cross-footed	<input type="checkbox"/>
<input type="checkbox"/>	29	Total Completed and Stored to Date (column G) footed	<input type="checkbox"/>
<input type="checkbox"/>	30	Verify GC's fee (%) is per contract (GMP contracts only)	<input type="checkbox"/>
<input type="checkbox"/>	31	Verify subs' fees (%) are per contract (GMP contracts only)	<input type="checkbox"/>

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Project Manager Reviewer Name

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Project Manager Signature

---

Date

---

Fiscal Manager Reviewer Name

---

Fiscal Manager Signature

---

Date

**Appendix 16.1c  
Final Payment Application Review Checklist**

**University of Alaska Anchorage**



**Project Name and Project Number:**

---

**Project Manager (PM):** Please ensure all items are completed and checked-off below.

**Fiscal Manager (FM):** Please ensure that any 5 items of your selection are completed and checked-off below.

**Preliminary Review**

<b>PM</b>	<b>Item No.</b>	<b>Review Description</b>	<b>FM</b>
<input type="checkbox"/>	1	Appropriate title & address of contracted parties included	<input type="checkbox"/>
<input type="checkbox"/>	2	Proper Project Title and application No. included	<input type="checkbox"/>
<input type="checkbox"/>	3	Correct payment application time period included	<input type="checkbox"/>
<input type="checkbox"/>	4	Appropriate contract date and reference No. used	<input type="checkbox"/>
<input type="checkbox"/>	5	Proper authorizing signature of contractor representative present	<input type="checkbox"/>
<input type="checkbox"/>	6	Architects certificate obtained	<input type="checkbox"/>
<input type="checkbox"/>	7	Application sequence number is correct (obtain prior application for use in the review of current document)	<input type="checkbox"/>
<input type="checkbox"/>	8	Change order summary examine (obtain copy of all current month approved change orders)	<input type="checkbox"/>
<input type="checkbox"/>	9	Previous months' sum to prior payment application traced	<input type="checkbox"/>
<input type="checkbox"/>	10	Contractors' change order log obtained	<input type="checkbox"/>
<input type="checkbox"/>	11	Change order summary compared to change order log	<input type="checkbox"/>
<input type="checkbox"/>	13	Line items, 1-3 and 7, compared to contract or prior payment application	<input type="checkbox"/>
<input type="checkbox"/>	14	Line 4 compared to total of column G of continuation sheet.	<input type="checkbox"/>
<input type="checkbox"/>	15	Lines 4 through 8 footed	<input type="checkbox"/>
<input type="checkbox"/>	16	Unconditional and Conditional Waiver and Release Upon Final Payment	<input type="checkbox"/>
<input type="checkbox"/>	17	Line 8 compared to contractor's final conditional and final unconditional lien release form	<input type="checkbox"/>

**Continuation Sheet Review**

<b>PM</b>	<b>Item No.</b>	<b>Review Description</b>	<b>FM</b>
<input type="checkbox"/>	18	Schedule of Value (column C) line items compared to contract, prior payment application Schedule of Value or updated change order log	<input type="checkbox"/>
<input type="checkbox"/>	19	Differences investigated and included in memo	<input type="checkbox"/>
<input type="checkbox"/>	20	Schedule of Value Column Footed	<input type="checkbox"/>
<input type="checkbox"/>	21	Work Completed compared to previous application (column D)	<input type="checkbox"/>
<input type="checkbox"/>	22	Differences investigated and included in memo	<input type="checkbox"/>
<input type="checkbox"/>	23	Previous application for work completed	<input type="checkbox"/>
<input type="checkbox"/>	24	Presence of subcontractor conditional and non-conditional lien releases examined. (Trace to lien release amounts, typically, amounts net of retention. Inspect for authorized signatures)	<input type="checkbox"/>
<input type="checkbox"/>	25	Material supplier invoices and/or contractors materials requisition/supply documents examined in For Materials Presently Stored (column F).	<input type="checkbox"/>
<input type="checkbox"/>	26	Vendor list for known and unknown vendors reviewed (Consider risk of fictitious vendors set up to clear fraudulent purchases)	<input type="checkbox"/>
<input type="checkbox"/>	27	Excess material purchases charged to the project but used elsewhere considered	<input type="checkbox"/>
<input type="checkbox"/>	28	Terms of purchase for missed discounts examined	<input type="checkbox"/>
<input type="checkbox"/>	29	Line items cross-footed	<input type="checkbox"/>
<input type="checkbox"/>	30	Total Completed and Stored to Date (column G) footed	<input type="checkbox"/>
<input type="checkbox"/>	31	Final Statement of Contract Amount	<input type="checkbox"/>
<input type="checkbox"/>	32	Contractor's Sworn Statement Regarding Final Payments to Subcontractors and Suppliers	<input type="checkbox"/>
<input type="checkbox"/>	33	Verify GC's fee (%) is per contract (GMP contracts only)	<input type="checkbox"/>
<input type="checkbox"/>	34	Verify subs' fees (%) are per contract (GMP contracts only)	<input type="checkbox"/>
<input type="checkbox"/>	35	DOL approval obtained before the invoice is processed	<input type="checkbox"/>

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Project Manager Reviewer Name

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Project Manager Signature

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Date

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Fiscal Manager Reviewer Name

---

Fiscal Manager Signature

---

Date

**Appendix 16.1d - Waiver of Lien Rights and Indemnification GC**

**UNIVERSITY OF ALASKA ANCHORAGE**  
**WAIVER OF LIEN RIGHTS AND INDEMNIFICATION**  
**GENERAL CONTRACTORS**

The undersigned hereby waives and releases any and all liens or lien rights which the undersigned may have against the University of Alaska or its property, particularly that real property known as the \_\_\_\_\_ of the University of Alaska as a result and for all labor, services, materials and good provided, furnished, performed, installed, given, or delivered to, or in relation to the construction of the project known as \_\_\_\_\_, and the undersigned hereby acknowledge receipt for payment in full thereof.

The undersigned further covenants that all labor, services, materials and good provided, furnished, performed, installed, given or delivered by or through the undersigned for said project have been paid in full. Should any one supplying labor, service materials, or goods through the undersigned for said project agrees to hold the University of Alaska harmless with regard thereto and to indemnify the University of Alaska for any expenses or inconvenience incurred by the University with respect thereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_ at

\_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, say that I am the agent for

\_\_\_\_\_ and executed the foregoing under authority of said company to do so; that I have read the same, known the contents thereof, and the matters set forth therein are as I truly believe.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, year of

\_\_\_\_\_, at \_\_\_\_\_

Notary Public in and for \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**Appendix 16.1e - Waiver of Lien Rights and Indemnification Subs**

**UNIVERSITY OF ALASKA ANCHORAGE**  
**WAIVER OF LIEN RIGHTS AND INDEMNIFICATION**

**Subcontractors and Material Suppliers**

The undersigned hereby waives and releases any and all liens or lien rights which the undersigned may have against the University of Alaska or its property, particularly that real property known as the \_\_\_\_\_ of the University of Alaska as a result and for all labor, services, materials and good provided, furnished, performed, installed, given, or delivered to, or in relation to the construction of the project known as \_\_\_\_\_, and the undersigned hereby acknowledge receipt for payment in full thereof.

The undersigned further covenants that all labor, services, materials and good provided, furnished, performed, installed, given or delivered by or through the undersigned for said project have been paid in full. Should any one supplying labor, service materials, or goods through the undersigned for said project agrees to hold the University of Alaska harmless with regard thereto and to indemnify the University of Alaska for any expenses or inconvenience incurred by the University with respect thereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_ at

\_\_\_\_\_.

By \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, say that I am the agent for

\_\_\_\_\_ and executed the foregoing under authority of said company to do so; that I have read the same, known the contents thereof, and the matters set forth therein are as I truly believe.

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

year of \_\_\_\_\_, at \_\_\_\_\_

Notary Public in and for \_\_\_\_\_

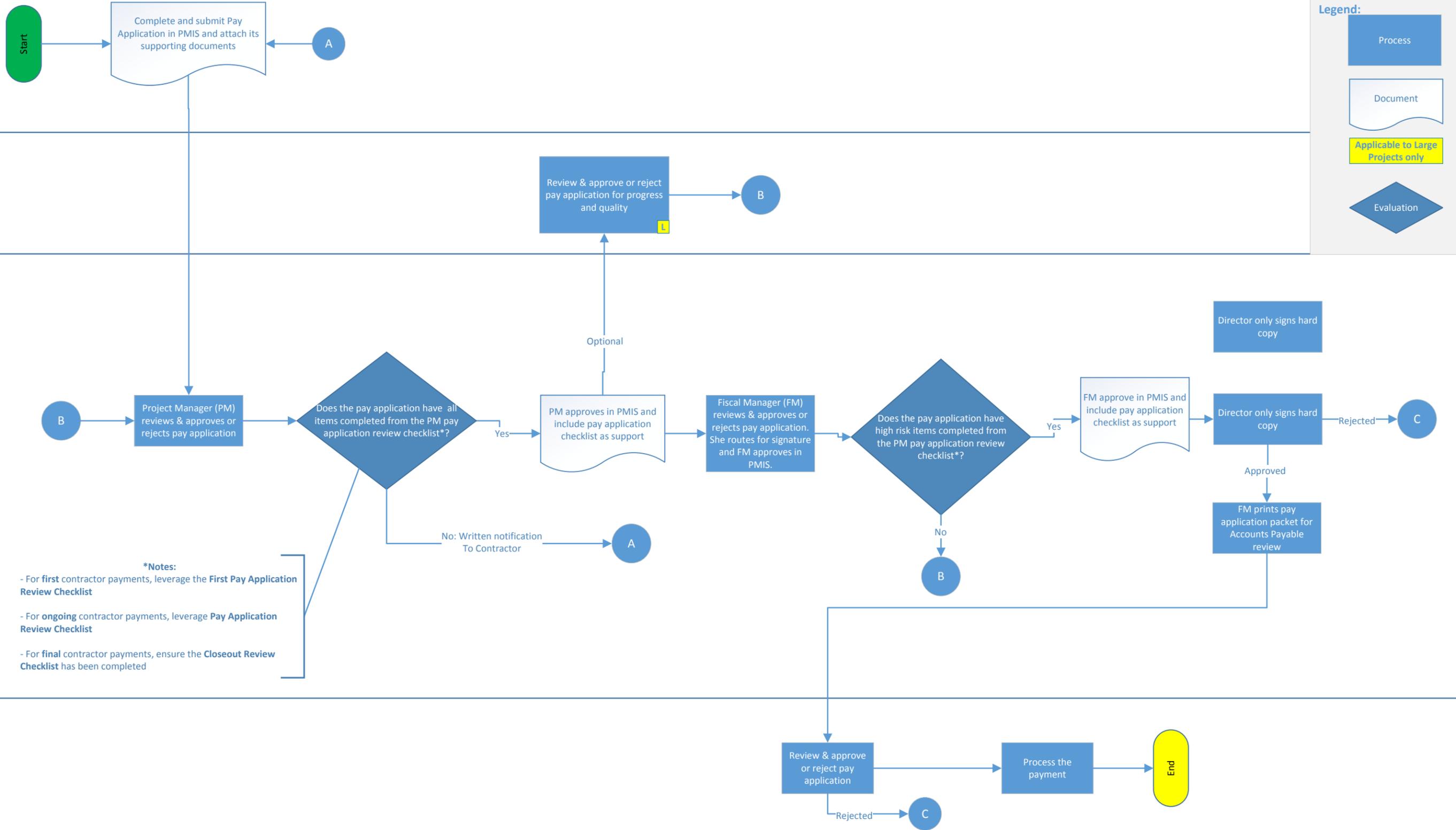
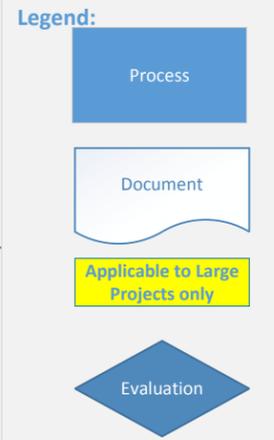
My Commission Expires \_\_\_\_\_

Contractor

Architect

FP&C

Accounts Payable



**Appendix 17.1 - RFI Template**

<b>REQUEST FOR INFORMATION/CLARIFICATION</b>	
--	--

Project:

**Discipline:**

- |  |  |
|--|--|
| <input type="checkbox"/> Civil         | <input type="checkbox"/> Mechanical - HVAC     |
| <input type="checkbox"/> Landscape     | <input type="checkbox"/> Mechanical - Plumbing |
| <input type="checkbox"/> Structural    | <input type="checkbox"/> Electrical            |
| <input type="checkbox"/> Architectural | <input type="checkbox"/> Fire Protection       |
|  | <input type="checkbox"/> Laboratory            |

**References:**

Drawings:
Specifications:
Attachments:
May have schedule or cost impact <input type="checkbox"/>

Subject:

**Requested By:**

Date:

Sub/Supplier (name/company/phone):	Sub/Supplier RFI #:

**Owner Response.**

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Date:

**Appendix 17.2a - Submittal Summary Sheet Template**

**SUBMITTAL SUMMARY SHEET**

University of Alaska Anchorage

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

Building Name: \_\_\_\_\_

Building Number: \_\_\_\_\_

1. Item No.: \_\_\_\_\_

2. Specification Section/Drawing No./Detail No.: \_\_\_\_\_

3. Name of Item/Drawing Equipment No.: \_\_\_\_\_

4. Manufacturer/Model No.: \_\_\_\_\_

5. Use/Location: \_\_\_\_\_

6. Supplier: \_\_\_\_\_

\_\_\_\_\_

7. Subcontractor: \_\_\_\_\_

\_\_\_\_\_

8. Provider(s) of warranty service: \_\_\_\_\_

\_\_\_\_\_

9. Proposed deviation from the contract documents:<sup>1</sup> \_\_\_\_\_

\_\_\_\_\_

10. Other contractor comments: \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR REVIEW:**

Contractor: \_\_\_\_\_

(Name)

Reviewed By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup>Entry must be made; if "none," so note.

**Appendix 17.2b - Transmittal of Submittals Template**

UAA FORMS  
SECTION 00 65 00

[UAA PROJECT NAME]  
UAA FACILITIES PLANNING & CONSTRUCTION

**TRANSMITTAL OF SUBMITTALS**

DATE: \_\_\_\_\_

SUBMITTAL NO.: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_ This is a new submittal

\_\_\_\_ This is a re-submittal

Facilities Planning & Construction  
3890 University Lake Drive, Suite 110  
Anchorage, AK 99508-4669

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Item Number	Description of Item Submitted	Number of Copies	Contract Reference Document	
			Spec Paragraph	Drawing Sheet #

- \_\_\_ DISAPPROVED
- \_\_\_ APPROVED
- \_\_\_ APPROVED AS NOTED
- \_\_\_ RESUBMIT

Approved is for general design and arrangement only. Not checked for quality, dimension or fit.

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**University of Alaska Anchorage  
Facilities Planning & Construction**

By: \_\_\_\_\_ Date: \_\_\_\_\_



# Appendix 18.1 – Project Lessons Learned

## University of Alaska Anchorage

Post-project review – Lessons learned

<b>Project Manager:</b>	<b>Project Name:</b>	<b>Date:</b>
Contractor Name:	Contractor Project Manager:	
Original Contract Value:	Final Contract Value:	

### Executive summary

<b>Project description (short description of project):</b>
<b>Project successes (bulleted list of only the most important things that went well):</b>
<b>Project problems (bulleted list of the only most important things that didn't go well):</b>
<b>Suggestions for future projects (bulleted list of only the most important suggestions for improvement):</b>
<b>Always Do:</b> — —
<b>Never Do:</b> — —

# Key learning points

## Project team organization

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Scope definition

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Contract strategy

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Design

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Changes

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Procurement

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Construction

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Safety

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Commissioning

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Risk management

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Asset management handover

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## (Add any other areas as appropriate to the project)

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

# Distribution

Full report	Executive leadership
	<b>Name</b>
	<b>Others</b>

# Appendix 18.2 – Workshop Project Lessons Learned

University of Alaska Anchorage

Post-project review – Lessons learned

<b>Project Manager:</b>	<b>Project Name:</b>	<b>Date:</b>
Contractor Name:	Contractor Project Manager:	
Original Contract Value:	Final Contract Value:	

## Executive summary

**Project description (short description of project):**

----------------------

**Project successes (bulleted list of only the most important things that went well):**

----------------------

**Project problems (bulleted list of the only most important things that didn't go well):**

----------------------

**Suggestions for future projects (bulleted list of only the most important suggestions for improvement):**

**Always Do:**

- 
- 

**Never Do:**

- 
-

# Key learning points

## Project team organization

### What Went Well

- 
- 

### What Didn't Go Well

- 
- 

### What Improvements Could Be Made in the Future

- 
- 

## Scope definition

### What Went Well

- 
- 

### What Didn't Go Well

- 
- 

### What Improvements Could Be Made in the Future

- 
- 

## Contract strategy

### What Went Well

- 
- 

### What Didn't Go Well

- 
- 

### What Improvements Could Be Made in the Future

- 
- 

## Design

### What Went Well

- 
- 

### What Didn't Go Well

- 
- 

### What Improvements Could Be Made in the Future

- 
-

## Changes

### What Went Well

- 
- 

### What Didn't Go Well

- 
- 

### What Improvements Could Be Made in the Future

- 
- 

## Procurement

### What Went Well

- 
- 

### What Didn't Go Well

- 
- 

### What Improvements Could Be Made in the Future

- 
- 

## Construction

### What Went Well

- 
- 

### What Didn't Go Well

- 
- 

### What Improvements Could Be Made in the Future

- 
- 

## Safety

### What Went Well

- 
- 

### What Didn't Go Well

- 
- 

### What Improvements Could Be Made in the Future

- 
-

## Commissioning

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Risk management

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## Asset management handover

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

## (Add any other areas as appropriate to the project)

### What Went Well

—  
—

### What Didn't Go Well

—  
—

### What Improvements Could Be Made in the Future

—  
—

# Distribution

Full report	Executive leadership
	<b>Name</b>
	<b>Others</b>

# Appendix A - Recommended Leading Practices for Policy and Procedure Manual

The following processes are recommended leading practices that FP&C may consider implementing in any future updates to the FP&C PPM:

- Section 12 – Risk Management
- Section 13 – Project Communication
- Section 18 – Lessons Learned

## 12 Risk Management

This Risk Management policy establishes a guideline and approach for successful management of risks that a project might face during its entire life cycle. Risk management tasks involve proactively identifying and mitigating project risks to facilitate project success. To do so, the following must be considered:

- Recognize that risk will always exist in construction and that the objective of a Risk Management Plan is to minimize its impact.
- Not all risk will be eliminated; while some may be, others will only be mitigated or managed in another way (e.g. transferred).
- Risk should be carried by the party most suitable to do so. However, the transference of the Risk should be equitable and not arbitrary.
- Guidance is needed for the systematic approach to the identification, quantification, and the monitoring/controlling of risk.
  - Such will necessitate the development of control documents such as the 'Risk Register'.
- The early evaluation of costs due to risks serve as a foundation to determine project contingency.

### 12.1 Risk Management Process<sup>1</sup>

Risk management processes are different for Large and Small Projects.

---

<sup>1</sup> Refer to Appendix 12.1W – Risk Management Workflow

## 12.2 Typical Risk Events Worksheet

The Typical Risk Events Worksheet (Appendix 12.2) documents common risk events on FP&C projects and potential responses to be considered to eliminate or reduce the risk impact. The worksheet should be reviewed by the PM during development of the Project Request (PR) and Project Agreement (PA). The PM should note in the PR if the project has any unusual risks and how key risks identified from the Typical Events Worksheet will be addressed.

## 12.3 Risk Register

For Large Projects, upon designation of a PM to a project, the PM should begin actively tracking risks using a Risk Register (Appendix 12.3).

The PM holds a project team meeting to identify, analyze, and determine strategies to address project risks. The project team includes the PM, the APM and any other team members the PM may want involved.

The project team then meets with the Client, design team, the contractor, I.T., and Facilities and Campus Services (F&CS) to discuss and assess risks and provide risk responses.

Following these various meetings, the PM updates the risk register on the PMIS and the Director reviews the risk register and provides comments and feedback.

The PM should update the risks on at least a monthly basis throughout the project. Monthly project team meetings should include a discussion of risks. Conversely, risks that no longer exist should be marked closed, with reasoning identified.

The Director does a quarterly review of all risk register to verify that they are updated. Additionally, the AVC reviews all risk registers on a quarterly basis and provides comments and feedback as necessary.

Lastly, the PM prepares a final risk resolution report and verifies that all items in risk register are commented on and closed. The report is then used as a reference for lessons learned<sup>2</sup>.

The Risk Register should be an online database that will be viewable by the entire Project Team on the PMIS, but additions and updates will be controlled to authorized Project Team members. The Risk Register may have a structure similar to Appendix 12.3, however, it should be modified to meet the needs of the individual project.

The register should give:

1. Indication of project risks that have been identified.
2. Indication of probability of risk occurring, the corresponding impact on project objectives if the risks do occur (Table 12.3.1a and 12.3.1b).
3. Indication of an overall risk category (high/medium/low) based on likelihood and impact (Table 12.3.1c)

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<sup>2</sup> Refer to Section 16 – Lessons Learned

4. Indication of quantitative numerical impact on project objectives if the risks do occur.
5. Indication of the potential Response / Mitigation Plan(s) for each risk and their root cause / possible Implications (Table 12.3.1d).

Likelihood			
Description	Scales	Probability	Description
High (H)	Likely/Certain	75%-100%	Almost certain to occur
Medium (M)	Possible	20%-74%	Fairly likely to occur
Low (L)	Unlikely/Rare	0%-19%	Unlikely to occur

Table 12.3.1a

Impact	
Description	Scenario
High (H)	Critical/major impact on the achievement of objectives and overall performance. Huge/serious impact on costs and/or reputation. Difficult/medium long-term effect and expensive to recover.
Medium (M)	Reduces viability, significant waste of time and resources and impact on operational efficiency, output, and quality. Medium term effect, which may be expensive to recover.
Low (L)	Minor/minimum loss, delay, inconvenience or interruption. Short to medium term effect.

Table 12.3.1b

Sample Risk Classification Matrix				
Probability	H	M	H	H
	M	L	M	H
	L	L	L	M
'H'-High Risk 'M'-Medium 'L'-Low Risk		L	M	H
		Impact		

Table 12.3.1c

Risk Strategy	
Risk Classification	Action Required
High (H)	Must eliminate or transfer risk
Medium (M)	Attempt to manage, avoid or transfer risk
Low (L)	Needs to be actively managed

Table 12.3.1d

# 13 Project Communication

Consistent project reporting helps keep the Client and project stakeholders informed of the current status of the Project. The Project Manager (PM) is responsible for regular reporting. Standard project report templates (detail below) should be used for all reporting; amendments to the standard template should be made as appropriate, with approval of the Director.

Upon commencement of Design Phase activities, the PM is responsible for completion and distribution of standard project reporting on a monthly basis. Reports should be distributed based upon the project's Communication Plan (Appendix 13) prior to the 5th business day of each month. A summary of standard reports appears below:

## 13.1 Dashboard Summary

Required for all projects: A one-page report containing a standard metrics/status dashboard (Appendix 13.1) (red-yellow-green) and brief status summary. The Dashboard Summary is updated on a bi-weekly basis and distributed to the Director, the Client, stakeholders and will be available on the PMIS for any other authorized FP&C team member to review.

In an effort to promote effective and efficient meetings, the dashboard summary is standardized. Any additional dashboards deemed necessary by the PM can be added as a secondary page to the project dashboard summary.

## 13.2 Monthly Reports

For Large Projects, the PM is responsible for creating Monthly Reports. The Monthly Report is distributed to the Director, the Client, stakeholders and will be available on the PMIS for any other authorized FP&C team member to review. Monthly Report for large projects (Appendix 13.2) report includes the following:

1. Project progress
  - a. Summary of activities completed within prior month
2. Most recent cost forecast or estimate
3. Most recent schedule estimate
4. Project risks
5. Outstanding Change Orders
6. Outstanding submittals
7. New/Outstanding RFIs
8. Summary of upcoming activities (Three-week-look-ahead schedules)
9. Any other key events FP&C management, Client representative and other key stakeholders

For Small Projects, the PM may utilize the dashboard summary template for review during meetings.

# 18 Lessons Learned

## 18.2 FP&C Lessons Learned

For all projects, the PM should be aware of lessons learned from previous projects maintained in the FP&C Lessons Learned (Appendix 18.2).

The PM inputs the project lessons learned summary into the FP&C Lessons Learned Log for future use.

On at least an annual basis, the PM performs analysis on the FP&C Lessons Learned Log to identify trends and opportunities for FP&C improvement. This report is published to FP&C personnel.



**Facilities Planning and Construction (FP&C)**

**UAA FP&C Risk Register for Large Projects**

Project: <insert Project name> PM: <insert PM>  
 Project ID: <insert Project ID> Updated: <insert last update date>

ID	Status	Raised by	Date ID'd	Date Last Updated	Description	Cost Impact	Time Impact	Probability (H/M/L)	Probability (%)	Impact (H/M/L)	Risk Classification (H/M/L)	Probability \$ Impact	Probability Time Impact (days)	Mitigation Plan	Mitigation Activities Pursued (incl. dates)	Action Owner	Closure Date
<b>Guide</b>	Active/Closed	Name of party who originally identified risk	Date risk was identified	Date of last update/review	Description of the risk	Perceived impact to project costs if the risk occurs	Perceived impact to project's schedule if the risk occurs	Probability that the risk event occurs H = High M = Medium L = Low	Probability that the risk event occurs in percentage	Impact from risk H = High M = Medium L = Low	Risk classification from probability and impact designations	Automatically calculated value	Automatically calculated value	Describe the mitigation plan the team has agreed to take to eliminate or reduce the risk impact	Describe the mitigation activities that have occurred to date	Name the risk owner	Date of closure (if closed)
R1						\$ -						\$ -	0				
R2						\$ -						\$ -	0				
R3						\$ -						\$ -	0				
R4						\$ -						\$ -	0				
R5						\$ -						\$ -	0				
R6						\$ -						\$ -	0				
R7						\$ -						\$ -	0				
R8						\$ -						\$ -	0				
R9						\$ -						\$ -	0				
R10						\$ -						\$ -	0				

## Appendix 13 - Communication Plan

### Facilities Planning and Construction (FP&C)

**Project Name:** <Project Name>  
**Project Manager:** <Project Manager>

**Project ID:** <Project ID>  
**Updated:** <Insert last update date>

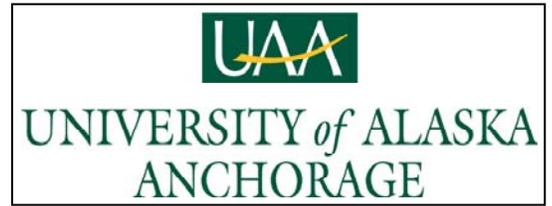
**Purpose:** Consistent project reporting helps keep the Client and project stakeholders informed of the current status of the Project. This document is intended to provide transparency on required communication from the project stakeholders.

Item #	PPM Section		Project Size	Owner of Communication Task	Communication Type	Communication Type Details	Attendance	Frequency	Associated Template/ Documents	Elements of Communication
1	6	<b>Initiation</b>	All	Project Manager	Meeting	Project Scoping	Project Team	Per each scoping phase	Design Assessment Checklist	Scoping Session to occur within 2 weeks of PM Assignment PM to capture full intended scope of work from Client
2	9	<b>Closeout</b>	Large	Project Manager	Meeting	Lessons Learned Workshop	Project stakeholders	1x per project (@ completion)	Project Lessons Learned Log	
3	10	<b>Schedule Management</b>	All	Project Manager	Meeting	Project Schedule Meeting	Project stakeholders	As required	Schedule Checklist	
4	11	<b>Risk Management</b>	All	Project Manager	Meeting	Risk Management Meeting	Project stakeholders	As required	Risk Register	
5	12	<b>Project Communication</b>	All	Project Manager	Meeting	Internal FP&C Staff Meeting	FP&C Staff	Bi-Weekly (2x/month)	Item #8 & #9	
6	12	<b>Project Communication</b>	Large	General Contractor	Meeting	Coordination Meeting Owner-Architect-Contractor (OAC)	Project stakeholders	Bi-Weekly (2x/month)	n/a	
7	13	<b>Change Management</b>	All	Project Manager	Meeting	Project Change Meetings	Project stakeholders	As required	1. Contractor Potential Change Order 2. Change Order Log	
8	12	<b>Project Communication</b>	All	Project Manager	Report	Dashboard Summary	Project stakeholders	Bi-Weekly (2x/month)	Dashboard	To be communicated at Internal FP&C Staff Meeting (Item 5)
9	12	<b>Project Communication</b>	Large	Project Manager	Report	Monthly Project Report	Project Team	Monthly	Monthly Report for Large Projects	To be communicated at Internal FP&C Staff Meeting (Item 5)
10	12	<b>Project Communication</b>	Large	Director	Report	Board of Regents Report	Board of Regents	Quarterly	Construction in Progress	To be communicated at Quarterly BOR meeting
11	12	<b>Project Communication</b>	All	Fiscal Manager	Report	Statewide Maintenance and R&R Report	Board of Regents	1x/year (December)	TBD	
12	12	<b>Project Communication</b>	All	Fiscal Manager	Report	Expenditure Report	Board of Regents	1x/year (June)	TBD	
13	12	<b>Project Communication</b>	All	Fiscal Manager	Report	Operations Report	Board of Regents	1x/year (July)	TBD	



Appendix 13.2 – Monthly Report Summary for Large Projects Template

Facilities Planning and Construction



Project  
Status  
Report

<insert  
Project  
Name>

Project Manager:

<Month Year>

**1 PROJECT OVERVIEW**

---

## 1.1 STATUS

<A description of the project should be provided, including an overview of the scope, total project costs (budget and forecast costs), and expected completion schedule including key milestones.>

## 1.2 DASHBOARD REPORT (LARGE PROJECTS ONLY)

<b>Metric</b>	<b>Current</b>	<b>Prior Month</b>	<b>Comment</b>
<b>Cost Performance</b>			
Budget Variance			
Design & Scope Changes			
Change Order %			
<b>Schedule Performance</b>			
Schedule Variance			
Schedule Float			
<b>Assignable Square Footage</b>			
<b>&lt;other metrics may be included at the request of Director or AVC&gt;</b>			

Green: Variance <5% from baseline

Yellow: Variance of less than 10% but more than 5% greater than baseline

Red: Variance greater than 10% from baseline

## 2 STATUS SUMMARY

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### 2.1 PRIOR MONTH ACTIVITIES

<A summary of the activities since issuance of the last project report should be contained here. This is to include all construction completed over the prior period, any decisions related to the project, any delays or activities expected to be completed that were not, and other key events that occurred over the course of the prior period.>

### 2.2 30 DAY LOOK AHEAD

<A summary of all expected activities, events and decisions over the next thirty days (or next reporting period if more than 30 days) should be provided.>

### **3 COST REVIEW**

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#### **3.1 FORECAST REVIEW**

<A summary of the most recent forecast should be included, including total project costs and a summary of costs, at a minimum, showing Approved Budget, Forecast, Forecast Variance from Prior Month, Forecast Variance from Budget, and Actual spend to date.>

#### **3.2 BUDGET VARIANCES**

<All variances in excess of 10 percent should be summarized. Variances should be calculated as forecast relative to budget, as well as the forecast relative to the prior month's forecast.>

### **4 SCHEDULE REVIEW**

---

#### **4.1 SCHEDULE STATUS**

<The status of the project, including expected milestones and the projected project completion date. The schedule should be inserted at a detail level no less than the Feasibility Schedule requirements, including the baseline and current schedule.>

#### **4.2 SCHEDULE VARIANCES**

<A summary of all schedule delays should be included. All delays to activities on the Critical Path should be summarized, regardless of the amount of delay. Delays in excess of 5 days for non-critical path activities, or delays impacting the Critical Path, should be summarized. An explanation of all delays should be included.>

### **5 DESIGN STATUS**

---

#### **5.1 DESIGN SUMMARY**

<A summary of the design status, including any key design dates and the design firm, should be included.>

#### **5.2 SCOPE CHANGES**

<A summary of all scope changes over the course of the project, both approved and requested/in-progress, should be included. Each should include a description, justification of change, and impact (cost and schedule).>

#### **5.3 VALUE ENGINEERING**

<All value engineering activities should be summarized, including all value engineering events pursued and incorporated into the project.>

## 6 PROCUREMENT SUMMARY

---

### 6.1 PROCUREMENT STATUS

<A summary of the procurement strategy and key procurement dates should be summarized. The status of all procurements of \$50,000 or greater (or 20% of the project costs) should be summarized, including procurement, vendor (if selected), key dates, and value of the procurement (including relative to budget). The total procurement amount and actual procurement complete to date (e.g., contracts executed), including %, should be contained.>

### 6.2 CHANGE ORDER MANAGEMENT

A summary of all construction change orders for the project is provided below:

Status	# of Change Orders	Cost Impact	Time Impact
Approved			
Expected			
Pending			
<b>Total Exposure</b>	<b>&lt;sum of Approved, Pending &amp; Expected&gt;</b>		
Rejected			

<A summary of all Pending and Expected Change orders should be provided:

- Change Order 1:
- Change Order 2:>

## 7 RISK MANAGEMENT

---

<A copy of the most recent risk register should be inserted. All risk events (changes, additions, subtractions) over the prior period should be summarized.>

## 8 SAFETY REVIEW

---

<Insert a summary of any safety events over the prior period, including injury incidents, shutdowns, etc., if any.>

A summary of project safety statistics is contained below:

SAFETY STATISTICS	This Month	Project to Date
<b>Avg. Daily Workforce</b>		
<b>Lost Time Incidents</b>		
<b>Recordable Incidents</b>		
<b>Total Hours Worked</b>		
<b>Total Recordable Incident Rate</b>		

## **Appendix**

Project Photos

Cost Report (current month)

Current Schedule

Current Forecast

## Appendix 18.2 – FP&C Projects Lessons Learned Overview Template

### FP&C LESSONS LEARNED

1	<b>Project Manager:</b>	<b>Project Name:</b>	<b>Date:</b>
	<b>Contractor Name:</b>		<b>Contractor Project Manager:</b>
	<b>Original Contract Value:</b>		<b>Final Contract Value:</b>
2	<b>Project Manager:</b>	<b>Project Name:</b>	<b>Date:</b>
	<b>Contractor Name:</b>		<b>Contractor Project Manager:</b>
	<b>Original Contract Value:</b>		<b>Final Contract Value:</b>
3	<b>Project Manager:</b>	<b>Project Name:</b>	<b>Date:</b>
	<b>Contractor Name:</b>		<b>Contractor Project Manager:</b>
	<b>Original Contract Value:</b>		<b>Final Contract Value:</b>
#	<b>Project Manager:</b>	<b>Project Name:</b>	<b>Date:</b>
	<b>Contractor Name:</b>		<b>Contractor Project Manager:</b>
	<b>Original Contract Value:</b>		<b>Final Contract Value:</b>

1	<b>Project Manager:</b>	<b>Project Name:</b>	<b>Date:</b>
	<b>Contractor Name:</b>	<b>Contractor Project Manager:</b>	
	<b>Original Contract Value:</b>	<b>Final Contract Value:</b>	

Executive Summary

<p><b>Project Description (short description of project):</b></p>    
<p><b>Project Successes (bulleted list of only the <u>most important</u> things that went well):</b></p>    
<p><b>Project Problems (bulleted list of the only <u>most important</u> things that didn't go well):</b></p>    
<p><b>Suggestions for Future Projects (bulleted list of only the <u>most important</u> suggestions for improvement):</b></p> <p><b>Always Do:</b></p> <ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul> <p><b>Never Do:</b></p> <ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul>

2	<b>Project Manager:</b>	<b>Project Name:</b>	<b>Date:</b>
	<b>Contractor Name:</b>	<b>Contractor Project Manager:</b>	
	<b>Original Contract Value:</b>	<b>Final Contract Value:</b>	

Executive Summary

<p><b>Project Description (short description of project):</b></p>    
<p><b>Project Successes (bulleted list of only the <u>most important</u> things that went well):</b></p>    
<p><b>Project Problems (bulleted list of the only <u>most important</u> things that didn't go well):</b></p>    
<p><b>Suggestions for Future Projects (bulleted list of only the <u>most important</u> suggestions for improvement):</b></p> <p><b>Always Do:</b></p> <ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul> <p><b>Never Do:</b></p> <ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul>

3	<b>Project Manager:</b>	<b>Project Name:</b>	<b>Date:</b>
	<b>Contractor Name:</b>		<b>Contractor Project Manager:</b>
	<b>Original Contract Value:</b>		<b>Final Contract Value:</b>

Executive Summary

<p><b>Project Description (short description of project):</b></p>    
<p><b>Project Successes (bulleted list of only the <u>most important</u> things that went well):</b></p>    
<p><b>Project Problems (bulleted list of the only <u>most important</u> things that didn't go well):</b></p>    
<p><b>Suggestions for Future Projects (bulleted list of only the <u>most important</u> suggestions for improvement):</b></p> <p><b>Always Do:</b></p> <ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul> <p><b>Never Do:</b></p> <ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul>

#	<b>Project Manager:</b>	<b>Project Name:</b>	<b>Date:</b>
	<b>Contractor Name:</b>		<b>Contractor Project Manager:</b>
	<b>Original Contract Value:</b>		<b>Final Contract Value:</b>

Executive Summary

<p><b>Project Description (short description of project):</b></p>    
<p><b>Project Successes (bulleted list of only the <u>most important</u> things that went well):</b></p>    
<p><b>Project Problems (bulleted list of the only <u>most important</u> things that didn't go well):</b></p>    
<p><b>Suggestions for Future Projects (bulleted list of only the <u>most important</u> suggestions for improvement):</b></p> <p><b>Always Do:</b></p> <ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul> <p><b>Never Do:</b></p> <ul style="list-style-type: none"> <li>▪</li> <li>▪</li> </ul>

Distribution

Full Report	Executive Leadership
	<b>Name</b>
	<b>Others</b>