

REQUEST FOR QUOTATIONS

Procurement per 15 AAC 150.300-490

Project Title: Birch Park 1 Flatwork Repair

RFQ Number: 25-RFQ-012

Project Site: Birch Park 1, 505 Stewart St. Fairbanks, AK 99701

Project Description: The Alaska Housing Finance Corporation is seeking bids to repair/replace existing concrete sidewalk, lawn, asphalt and concrete curb at Birch Park 1, 505 Stewart St. Fairbanks, AK.

Procurement Officer: Angel Valdez

Contact Info: Phone: (907) 330 – 8142

Fax: (907) 330-8217

Email: Submittals@ahfc.us

Anticipated Period of Performance or Completion Date: Contract starts upon issuance of Notice to Proceed and project must be completed on or before September 30, 2025.

Funding Source: ☐ Corporate

☒ Federal

Type of Work: ☐ Services

☐ Maintenance

☒ Construction

Estimated Amount of Proposed Contract:

☐ Less than \$5,000

☐ \$5,000 to \$25,000

☐ \$25,000 to \$100,000

☒ \$100,000 to \$200,000

☐ \$200,000 to \$500,000

☐ \$500,000 or greater

Question Deadline and Submittal location:

DATE: 05/21/2025 **PREVAILING TIME:** 4:00 PM **EMAIL:** submittals@ahfc.us

Submittal Location and Deadline

(Offerors are responsible to assure delivery prior to deadline. Only proposals received prior to the following date and time will be opened.)

DATE: 05/28/2025

PREVAILING TIME: 4:00 PM

DELIVER PROPOSALS VIA ONE OF THE FOLLOWING METHODS (and person, if named):

HAND DELIVER OR MAIL

EMAIL:

Alaska Housing Finance Corporation

Submittals@ahfc.us

4300 Boniface Parkway

Anchorage, Alaska 99504

Attention: Andrew Morton, Administrative Manager, Procurement 

Minority and women-owned businesses are encouraged to submit proposals.

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Section 1. RFQ General Information & Notices

Section 2. Proposal Form / Fee Proposal

Section 3. Attachments *(If Box is checked below, attachments are included in this RFQ)*

☒ Summary of Work

☒ General Contract Conditions for Small Construction/Development Contracts (HUD 5370-EZ)

☒ AHFC Supplement to General Conditions for Small Construction/Development Contracts

☒ Bid Bond, Performance Bond, Labor and Materials Pay Bond (sample)

☒ Wage Rate Determination

☒ Photos

Section 1**Notices**

1. The Alaska Housing Finance Corporation is an equal opportunity employer.
2. For informal procurements under 15AAC 150.341(b) estimated to cost more than \$2,000 but not more than \$5,000, an interested party shall attempt to informally resolve a dispute with the Contract Compliance Officer.
3. For procurements under 15AAC 150.341(c) estimated to cost more than \$5,000 but not more than \$25,000, an interested party shall attempt to informally resolve a dispute with the Contract Compliance Officer. If the attempt is unsuccessful, the interested party may protest the solicitation or the award by filing a written protest with the Administrative Manager. The protest must be filed before the date and time the quotations or informal proposals are due to AHFC. The procedures and requirements set out in 15 AAC 150.220(b)-(h) apply to a protest under this subsection.
4. For procurements under 15 AAC 150.341(d) estimated to cost more than \$25,000 an interested party may protest the award by filing a written protest with the Contract Compliance Officer. The procedure and requires set out in 15 AAC 150.220(b)-(h) apply to a protest under this subsection.
5. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Corporation. The Corporation shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
6. The Corporation expressly reserves the right to accept or reject any or all quotes, waive minor informalities, negotiate changes and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors.
7. AHFC will not be subject to payment for costs incurred for proposal preparation or Contract preparation as a result of valid and legal termination of this RFQ or termination of any contract resulting from the award of the RFQ.
8. All proposals shall be open for public inspection after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Corporation.
9. Substitution for any personnel named in a proposal may result in termination of negotiations.
10. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
11. Offerors and proposed subcontractors shall be in compliance with the statutory requirements for Alaska business licensing and professional registrations.
12. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in the Standard Terms and Conditions, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.
13. **Professional Liability Insurance for the proposed contract:** ☐ is required

Section 1

14. **Pre-proposal Conference:** ☒ None ☐ As follows:

15. **Special Notices:**

15.1 An Alaska Business License is required of Contractors who do business in Alaska at time of award. Information regarding applying for an Alaska Business License can be found on-line at <http://commerce.alaska.gov/dnn/cbpl/Home.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

15.2 This work is funded by the U.S. Department of Housing and Urban Development (HUD).

16. **Contractual Agreements:** Unless stated otherwise herein, the basic and governing language of the contractual agreement resulting from this solicitation shall be comprised of this RFQ, including all documents, any attachments and amendments, and the successful Firm's signed proposal. In the event of a conflict between the documents, the Contract shall govern.

17. **Construction:** Construction must conform to all applicable federal, state and local laws, ordinances and codes. Wages must be paid so as to conform to the minimum requirements of the federal Davis-Bacon Act (see attached wage rates). The Offeror (Contractor) must ensure that qualified employees and applicants for employment are not discriminated against because of their race, color, religion, sex, disability or national origin.

18. **Bonding:** A bid bond (attached form) will be required in the amount of five percent (5%) of the bid price. The successful bidder will be required to provide a Performance Bond and a Labor and Material Payment Bond each in the amount equal to one hundred percent (100%) of the Contract price. Sample Performance and Payment Bond forms attached

19. **Build America Buy America Act (BABA):** This procurement and its Contractors shall comply with the Federal Governments Build America Buy America (BABA) act. Information pertaining to BABA and compliance can be found at <https://www.commerce.gov/oam/build-america-buy-america> .



PROPOSAL FORM / FEE PROPOSAL

Receipt of Addenda numbered _____ is hereby acknowledged.

OFFERORS TO NOTE THE FOLLOWING:

1. Contract award to the lowest responsive and responsible Offeror will be made in the amount of the **QUOTE AMOUNT**.
2. **Price Quoted must be all inclusive.**
3. A current insurance certificate covering the insurance requirements listed in the Supplement to General Contract Conditions must be submitted before the Corporate will issue a Notice to Proceed.

ITEM NO.	ARTICLE OR SERVICE	QUOTE AMOUNT
1	Birch Park 1 Flatwork Repair	\$ _____

Additive Alternate# 1:

ITEM NO.	ARTICLE OR SERVICE	QUOTE AMOUNT
Add. Alt. #1	Supply and install approximately 4,500sqft of appropriate hydroseed.	\$ _____

Additive Alternate# 2:

ITEM NO.	ARTICLE OR SERVICE	QUOTE AMOUNT
Add. Alt. #2	Reseal and re-stripe the complete approx. 40,000 sq. ft. parking area.	\$ _____

The undersigned submits, as true and correct, the following information:

1. ☐ Offeror is in Compliance with Executive Order, 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. ☐ Offeror is in Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 5).
3. ☐ The Offeror does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed or services to be supplied under the



proposed AHFC Contract, and the Offeror's organizational, financial, contractual, or other interests may:

- a. Result in an unfair competitive advantage to the Offeror; or
- b. Impair the Offeror's objectivity in performing the Contract work or providing the Contract services.

If the Offeror cannot respond affirmatively to 3a and 3b above, the Offeror shall include a full and written disclosure attached to this affidavit and addressed to the AHFC Chief Procurement Officer.

4. ☐ Offeror has paid all fees, taxes and other money due to the State of Alaska.
5. ☐ Offeror holds the following license(s) or permit(s) as required by federal, state and/or local law, regulation or ordinance and has **attached a copy of each** of the current licenses:
 - a. Alaska Business License Number _____
 - b. Alaska General Contractors License Number _____
 - c. Date _____
 - d. Other _____ Number _____ Date _____
 (Example, Electrical, Plumbing and Heating, Pest Control, Specialty, Subcontractor, etc.)
6. ☐ Offeror has visited the project area and has familiarized himself/herself with the existing conditions on the project site affecting the cost of work.
7. ☐ Offeror has also familiarized himself/herself with the Contract documents, which include: Quote Form; General Contract Conditions for Small Construction/Development Contracts (HUD 5370-EZ); Supplement to General Terms and Conditions; Wage Rates; Summary of Work; all required attachments; and all addenda.
8. ☐ Offeror further agrees to furnish all supervision, technical personnel, labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities, items or services necessary or required, whether temporary or permanent, to comply and perform things necessary or required for the completion of the project for the amounts stated below.
9. ☐ Offeror further agrees that the offer may not be withdrawn for thirty (30) days after the date of the quote opening and that a Contract between the bidder and AHFC is formed upon AHFC's acceptance of this bid set forth herein.
10. ☐ Offeror agrees that AHFC may accept this quote by signing below or by sending to the Offeror a Notice to Proceed within thirty (30) days of the date quotes are received.

OFFEROR'S SIGNATURE:

By signature on this document, the Offeror certifies that all terms and conditions, including fee or price quotes submitted as a part of the Offeror's response to this solicitation shall remain effective for a period of not less than ninety (90) days from the date AHFC designates as the deadline for submitting quotes; plus any addenda or extensions to the RFQ, and for an additional contractual term, if the

Offeror should enter into a contract with AHFC to perform work or provide services as described in this solicitation. The Offeror further acknowledges and agrees that its proposal and all other material submitted will become the property of AHFC.

NOTE: FAILURE BY OFFEROR TO SIGN AND DATE THIS RFQ FORM WILL RESULT IN AHFC REJECTING THE OFFEROR'S QUOTATION AS NON-RESPONSIVE.

SUBMITTED BY:

Printed Name of Offeror

Company Name

Signature of Offeror

Street Address

Title

City/State/Zip Code

Telephone

Fax

Email

Date

ACCEPTANCE BY AHFC

On this day _____, AHFC hereby accepts the Contractor's Quote set forth in this RFQ package and as outlined in the Contract documents.

ALASKA HOUSING FINANCE CORPORATION

Gregory Rochon
Chief Procurement Officer

**Birch Park 1 Flatwork Repair
505 Stewart St. Fairbanks, Ak 99771**

DIVISION 1

ALASKA HOUSING FINANCE CORPORATION

**SECTION 01010
SUMMARY OF WORK**

PART 1 GENERAL

A.1 GENERAL DESCRIPTION

General Contractor to repair/replace existing concrete sidewalk, lawn, asphalt and concrete curb in appropriate areas according to attached color coded map. Demolition is already done. This is replacement after excavation of underground heat lines.

Bid prices are to be all inclusive of labor, materials, permitting and proper disposal of all refuse generated by contractor from site work. Contractor to verify all field measurements, quantities and current site conditions. Project completion is expected by September 30th 2025.

Contractor to supply and install approximately 600sqft. of new fiber reinforced minimum 3000PSI with a 4"-5" slump, 4" thick brush finished concrete sidewalk. Work will also include excavation below existing sub-base grade a minimum of 6" for placement and compaction of Non-Frost Susceptible (NFS) material and leveling course. Sufficient support structure material such as rebar or similar shall be installed per industry standard. See section 02770 attached.

Supply and install approximately 1100sqft of asphalt. Work will also include excavating existing sub-base grade a minimum of 12" for placement and compaction of 8" Non-Frost Susceptible (NFS) material and 4" D-1 type leveling course, topped with 3" bituminous paving. Material shall be installed per industry standard. See section 02703 attached.

Supply and install approximately 30lnft. of concrete curb. Work will also include excavating existing sub-base grade a minimum of 12" for placement and compaction of 8" Non-Frost Susceptible (NFS) material and 4" D-1 type leveling course, topped with 3" bituminous paving.

All areas are to be excavated to appropriate depths and old material to be hauled away and appropriately disposed of. Concrete and asphalt may need to be cut where necessary to achieve a straight and smooth joint or transition with adjoining material. We will accept #4 concrete rebar for this project. This project is located at Birch Park 1, 505 Stewart St Fairbanks, AK 99701. This project is to match the existing layout of concrete walkways. See attached pictures. All work associated with this project must comply with the North Star Borough and State of Alaska current adopted building codes and requirements, in addition to requirements stated in this contract.

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ADDITIVE ALTERNATE 1:

Supply and install approximately 4,500sqft of appropriate hydroseed. Work will also include grading of existing soil to match surrounding area before hydroseeding. Areas where existing soil is higher than surrounding concrete is to be removed and properly disposed of. No top soil is being requested. Hydroseed mix is to be appropriate for geographical area with a high germination success rate. Hydroseeding is to take place between June and August to take advantage of the rainy season. No watering will be part of this project.

ADDITIVE ALTERNATE 2:

Reseal and re-stripe the complete approx. 40,000 sq. ft. parking area. Reseal/restore asphalt using ASI GSB-78 or approved equivalent. Repaint all parking strip lines, ramps, no parking areas and speed bumps with yellow safety paint and ADA stalls and designations with appropriate blue paint. Current striping layout shall be duplicated as close as possible.

Surface must be clean and free from all loose material and dirt. Remove grass along edge of pavement to find true edge of pavement. Power blowers, mechanical sweeping devices and push brooms are acceptable cleaning methods. See attached GSB-78 data sheet for proper use, prep and application procedures.

New asphalt is not to be sealed.

A.2 QUALITY ASSURANCE

- A. Employ only qualified journeyman mechanics, tradesman, operators or installers who are thoroughly skilled and experienced in the respective trades or specialties.
- B. Apprentices or helpers, when employed, shall be under the supervision of qualified journeyman or tradesman at all times.
- C. Contractor shall obtain the required permits, comply with all local codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of the work.
- D. All work to be done in a workmanlike manner resulting in a complete, finished, and functional installation.

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- E. Successful bidders shall make prior arrangements to visit and view site for all related work.
- F. Electronic photos are to be provided at the end of each phase and completion of contract, i.e., after excavation, compaction of sub-base, etc.
- G. Federal funds are to be utilized to pay for the performance of work authorized under this contract, work must conform to all applicable federal, state and local laws, ordinances and codes. Wages must be paid so as to conform to the minimum requirements of the federal Davis-Bacon Act. The Contractor must ensure that qualified employees and applicants for employment are not discriminated against because of their race, color, religion, sex, disability or national origin. Hud forms are to be used including Hud-51000 (SOV) and when submitting for payment.
- H. Staff must be accessible for interviews. Interview take about 10 minutes and will not impact more than 30 minutes on any given day.
- I. Site visits may be requested, requests must be received no less than 48 hours prior to the requested time, and are available during normal business hours. To schedule a site visit contact Brian Trimm @ (907) 456-6009 (Maintenance Mechanic) or btrimm@ahfc.us

A.3 SCHEDULING AND SEQUENCING

- A. The Contractor shall submit a construction plan regarding access to work, use of the site, sequence of work, necessary scheduled outages (if required) and other activities that may affect the occupant's day to day operations. The contractor shall submit a schedule showing daily operations and the area(s) of the building or site that will be impacted. The schedule will be in sufficient detail to allow AHFC personnel to plan their daily workload and to make arrangements to accommodate the contractor's work. All (if any) deviations from the approved schedule must be approved by the contact administrator 48 hours prior to implementation. The construction plan and schedule must be approved by AHFC prior to mobilization.
- B. The Contractor is reminded that the buildings are fully occupied and will remain occupied throughout the duration of the contract. Occupants must have access to all areas throughout the construction period. Therefore, the contractor shall establish safe and demarked routes to each unit and parking areas. Contractor shall keep the site free of debris and maintain free and safe access throughout the work area.

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- C. Work in or near Units: Perform work during normal working hours (8:00 a.m. - 6:00 p.m., M - F, unless specifically approved otherwise by the Contract Administrator) until completed at least inconvenience to residents.
 - 1. Complete each installation, including demolition, installation, and finishes, as quickly as possible and follow approved sequence and schedule.
 - 2. Work in Occupied Units: Units access not required for this project.

A.4 RELATED REQUIREMENTS

- A. Section 01090 – Referenced Standards and Definition
- B. Section 01300 -- Submittals
- C. Section 01350 – Construction Progress Schedules
- D. Section 01400 – Quality Control
- E. Section 01700 – Project Closeout
- F. Section 02703 – Asphalt Paving
- G. Section 02770 – Concrete sidewalks curbs and gutters
- H. ASI GSB-78 – Product Description

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 EXAMINATION OF SITE

- A. Failure to Visit Site: Will not relieve Contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with Drawings and Specifications without additional cost to

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SUMMARY OF WORK**

AHFC.

3.2 CONTRACTOR USE OF PREMISES

- A. Operations of Contractor: Limited to areas where work is indicated.
- B. Access: Restrict access to extent required allowing for ongoing activities at buildings and site.
- C. Birch Park 1 is an active residential housing site. Contractor must take all necessary precautions to ensure occupant safety and use of premises to the greatest extent possible during construction activities. Contractor must ensure emergency exits are unobstructed and egress pathways are clearly marked were modified due to construction activities.
- D. AHFC Occupancy: AHFC tenants will occupy portions of premises during entire construction period for conduct of their normal operations.
 - 1. Cooperate with AHFC in scheduling construction operations to minimize conflict and to facilitate AHFC tenant usage.
 - 2. Resident safety is of primary importance. Contractor to use barricades, temporary fencing, walks, shelters, enclosures, etc. as required to protect residents and their property.
- E. Emergency Exits: Maintain all required fire exits from existing buildings at all times; existing buildings are occupied during construction process.
 - 1. Exit Doors, Stairways, and Discharge Areas: Acceptable to local code authority.
- F. Construction Operations: Limited to areas where work is indicated.
 - 1. Take precautions to allow for continued operations including tenant and public access and other outside activities.
 - 2. Disruptive Operations: Noisy and disruptive operations (such as use of jackhammers and other noisy equipment) shall be minimized in close proximity to existing apartments and buildings.
 - a. Schedule and coordinate such operations with AHFC.

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- b. Upon notification from AHFC, cease operations that are, in opinion of AHFC, disruptive to normal operations. Schedule such operations as described above.
 - 3. Power/Utility Outages: Coordinate and schedule any required electrical or other utility outages with AHFC. Outages shall be allowed only at previously agreed times. Schedule work to minimize the time for outages. Permanent power and utilities are to be restored at the end of each workday in occupied units. With prior Owner approval, the Contractor may provide temporary power and utilities until permanent services can be restored.
- G. Contractor's Performance of Work:
 - 1. Conduct work efficiently at least inconvenience to residents in occupied dwelling units. Take precautions to protect residents and public from injury from construction operations.
 - 2. Keep premises free of debris and construction materials resulting from installation work on a daily basis. Minimize the production of dust. Dispose of debris in an off-site approved site.
 - 3. Contractor: Exclusively responsible for damage to grounds, plantings, buildings, and other facilities or property. Pay for repair or replacement in full.
- H. Moving of Furniture and other Miscellaneous Work (if required):
 - 1. AHFC will request that tenants do the following:
 - a. Remove bicycles, BBQ's and lawn furniture.
- I. Storage Space may be assigned to Contractor as a convenience.
 - 1. Contractor: Use such spaces at own risk.
 - 2. AHFC: Not responsible for adequacy of space or spaces assigned, or safekeeping of material stored.

END OF SECTION

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**SECTION 01090
REFERENCE STANDARDS AND DEFINITIONS**

PART 1 GENERAL

1.1 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with current applicable laws, ordinances, codes, and regulations.
 - 1. Accessibility: Comply with following:
 - a. Architectural Barriers Act of 1968 as amended (42 USC 4152-4157), HUD implementing regulations (24 CFR Part 40), and Uniform Federal Accessibility Standards (UFAS).
 - b. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) and HUD implementing regulations 24 CFR Part 8.
 - c. Fair Housing Accessibility Guidelines (24 CFR Chapter 1).
 - d. Americans with Disabilities Act of 1990 (ADA) (28 CFR Part 35).
 - 2. Recoverable Materials: Comply with Resource Conservation and Recovery Act (RCRA), Section 6002 and EPA Guidelines.
- B. Reference Standards: For products or workmanship specified by reference to association, trade, or Federal Standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
 - 1. No provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change duties and responsibilities of PHA/IHA or Contractor or any of their consultants, agents or employees from those set forth in Contract Documents, nor shall it be effective to assign to Contracting Officer any duty or authority to supervise or direct furnishing or performance of Work or any duty or authority to undertake responsibilities contrary to provisions of General Conditions.
 - a. Where wording of referenced standard is permissive, or where requirements of more than one reference standard apply, provide under more restrictive requirement.
 - b. Comply with recommendations of referenced standards even

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though they are not mandatory in standard.

2. Detailed Requirements: Be familiar with and verify detailed requirements of referenced standards to verify that items and their installation provided under Work of this Contract meet or exceed standard's requirements.
 - a. Notify Contracting Officer of any conflicts between referenced standards and requirements specified in Specifications or indicated on Drawings before proceeding with work.
 - 1) Tolerances: Tolerances may vary from standards of different sections. Make adjustments necessary to assure proper fitting of different elements. Tolerances may be plus or minus as indicated but in sum shall be compensating, not cumulative.
3. Effective Date: Date of referenced standard is that in effect as of documents date except when specific date is specified or when standard is part of applicable code which includes edition date.
4. Copies: When required by individual sections, obtain copy of referenced standard. Maintain copy at job site during work.
- C. Certificates: When required by Contract Documents, or when requested in writing by Contracting Officer, submit Certificate of Compliance or Manufacturer's Certificate that materials or workmanship, or both comply with requirements of referenced standard.
- D. Labels: Where labels indicating certification are specified, deliver and install products with labels intact. Do not remove labels.

1.2 RELATED REQUIREMENTS

- A. Section 01010 – Summary of Work
- B. Section 01300 -- Submittals
- C. Section 01350 – Construction Progress Schedules
- D. Section 01400 – Quality Control
- E. Section 01700 – Project Closeout

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F. Section 02703 – Asphalt Paving

G. Section 02770 – Concrete sidewalks curbs and gutters

H. ASI GSB-78 – Product Description

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 REFERENCE STANDARD SOURCES

- A. Reference Standards: For copies of specifications and standards referenced in specifications, contact respective organization listed below:

AAMA

American Architectural Manufacturers Association
1540 E. Dundee Road, Suite 310
Palatine, IL 60067
708/202 13-50 Fax 708/202-1480

AHAM (on NIBS CCB)*

Association of Home Appliance Manufacturers
20 North Wacker Drive
Chicago, IL 60606
312/984-5800

ANSI

American National Standards Institute Inc.
11 West 42nd Street
New York, NY 10036
212/642-4900 Fax 212/302-1286

APA (on NIBS CCB)*

American Plywood Association
PO Box 11700
Tacoma, WA 98411-0700
206/565-6600 Fax 206/565-7265

ARMA (on NIBS CCB)*

Asphalt Roofing Manufacturers Association
6288 Montrose Road

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Rockville, MD, 20852
301/231-9050 Fax 301/881-6572

ASHRAE
American Society of Heating, Refrigerating and Air-Conditioning
Engineers
1791 Tullie Circle, NE
Atlanta, GA 30329
404/636-8400 Fax 404/321-5478

ASME
American Society of Mechanical Engineers
345 East 47th Street
New York, NY 10017
212/705-7722 Fax 212/705-7674

ASSE
American Society of Sanitary Engineering
PO Box 40362
Bay Village, OH 44140
216/835-3040

ASTM
American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103-1187
215/299-5585 Fax 215/977-9679

AWS (on NIBS CCB)*
American Welding Society
PO Box 351040
Miami, FL 33135
800/334-9353 Fax 305/443-7559

AWI
Architectural Woodwork Institute
1952 Isaac Newton Square W
Reston, VA 20190 703/733-0600

BEES
Alaska Housing Finance Corporation
Research Information Center
4300 Boniface Parkway

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Anchorage, AK 99504
907/338-6100

BHMA
Builder's Hardware Manufacturer's Association
355 Lexington Avenue, 17th Floor
New York, NY 10017
212/661-4261

CPSC
Consumer Products Safety Commission
5401 Westbard Avenue
Bethesda, MD 20816
800/638-2772

CS
Commercial Standards
U.S. Department of Commerce
Government Printing Office
Washington, DC 20402
202/377-2000

GA (on NIBS CCB)*
Gypsum Association
810 First Street, NE, Suite 510
Washington, DC 20002
202/289-5440 Fax 202/289-3707

FS (on NIBS CCB)*
General Services Administration Federal Specifications
Specifications Unit (WFSIS)
7th and D Streets, SW
Washington, DC 20407
202/708-9205 Fax 202/205-3720

HUD
Material Releases are part of HUD Technical
Suitability of Building Products Program.
Contact: Department of Housing and urban Development
Manufactured Housing and Construction Standards
451 7th Street, SW
Washington, DC 20410-8000 202/708-1929

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HUD USER
PO Box 6091
Rockville, MD 20850
1/800/245-2691 or 301/251-5254

ISDSI (on NIBS CCB)*
Insulated Steel Door Systems Institute
30200 Detroit Avenue
Cleveland, OH 44145-1967
216/899-0010 Fax 216/892-1404

NEMA
National Electrical Manufacturers Association
2101 L Street, NW
Washington, DC, 20037
202/457-8400

NFPA (on NIBS CCB)*
National Fire Protection Association
Batterymarch Park
Quincy, MA 02169-9101
800/344-3555 Fax 617/984-7057

NFPA
National Forest Products Association
1240 Connecticut Avenue, NW, Suite 200
Washington, DC 20036

NFRC
National Fenestration Rating Council Incorporated
1300 spring Street, Suite 120
Silver Spring, Maryland 20910
301/589-6372 Fax 301/588-0854

NORTHERN COMFORT
Alaska Housing Finance Corporation
Research Information Center
4300 Boniface Parkway
Anchorage, AK 99504
907/338-6100

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**SECTION 01090
REFERENCE STANDARDS AND DEFINITIONS**

NRCA
National Roofing Contractors Association
6250 River Road
Rosemont, IL, 60018
708/299-1183 Fax 708/299-1183

PDCA
Painting and Decorating Contractors of America
27606 Pacific Highway South
Kent, WA 98032
206/941-8823

PEI
Porcelain Enamel Institute
1101 Connecticut Avenue, NW, Suite 700
Washington, DC 20036
202/857-1134

PS
Product Standards
U.S. Department of Commerce
Government Printing Office
Washington, DC 20402
202/783-3238

RFCI
Resilient Floor Covering Institute
966 Hungerford Drive, Suite 12-B
Rockville, MD 20850
301/340-8580 Fax 301/340-7283

SDI (on NIBS CCB)*
Steel Door Institute
30200 Detroit Avenue
Cleveland, OH 44145-1967
216/899-0010 Fax 216/892-1404

SIGMA
Sealed Insulating Glass Manufacturers Association
401 North Michigan
Chicago, IL 60611-4206
312/664-6610

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SMA (on NIBS CCB)*
Screen Manufacturers Association
655 Irving Park, Suite 201
Chicago, IL 60613-3198 312/525-2644 Fax 312/248-9659

SMACNA (on NIBS CCB)*
Sheet Metal and Air Conditioning Contractors National Association
PO Box 221230
Chantilly, VA, 22022-1230
703/803-2989 Fax 703/803-3732

TCA (on NIBS CCB)*
Tile Council of America Inc.
PO Box 326
Princeton, NJ 08542-0326
609/921-7050 Fax 609/452-7255

UL
Underwriters Laboratories, Inc.
333 Pfingsten Road
Northbrook, IL 60062
312/272-8800

VWD
Vinyl Window and Door Institute
355 Lexington Avenue
New York, NY 10017
212/351-5400

3.1 DEFINITIONS

A. Basic Contract definitions are included in the General Conditions.

1. 'Indicated' refers to graphic representations, notes, or schedules on Drawings; Paragraphs or Schedules in Specifications; and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference.
2. 'Directed': Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "directed by the Contract Administrator," "requested by the Owner," "requested by the Architect," and similar phrases.

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3. 'Approve', used in conjunction with action on submittals, applications, and requests, is limited to the Contract Administrator's or Architect's duties and responsibilities stated in General and Supplementary Conditions.
4. 'Regulation' includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
5. 'Furnish' means "supply and deliver, ready for unloading, unpacking, assembly, installation, and similar operations."
6. 'Install' describes operations at the site including "unloading, unpacking, assembly, erection, anchoring, applying, working to dimension, protecting, cleaning, and similar operations."
7. 'Provide' means "furnish and install, complete and ready for use."
8. 'Installer': Installer is the Contractor or an entity engaged by the Contractor as employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - a. The term "experienced" when used with "Installer" means having a minimum of 5 previous Projects similar in size to this Project and being familiar with the precautions required and with requirements of the authority having jurisdiction.
9. 'Project Site' is the space available for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
10. 'Testing Laboratories': A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

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- B. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTERFORMAT numbering system.
- C. Language used in the Specifications is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the context so indicates.
 - 1. Imperative language is used generally. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
- D. Abbreviations and Names: Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.
- E. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents; correspondence and records established in conjunction with compliance with standards; and regulations bearing upon performance of the Work.

END OF SECTION

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**SECTION 01300
SUBMITTALS**

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Procedures
- B. Submittal Register
- C. Schedule of Values
- D. Shop Drawings and Product Data
- E. Product Data
- F. Samples
- G. Safety Plan
- H. Manufacturer's Instructions
- I. Meetings
- J. Daily construction Reports

1.2 RELATED REQUIREMENTS

- A. Section 01010 -- Summary of Work
- B. Section 01090 -- Referenced Standards and Definition
- C. Section 01350 -- Construction Progress Schedules
- D. Section 01400 -- Quality Control
- E. Section 01700 -- Project Closeout
- F. Section 02703 -- Asphalt Paving
- G. Section 02770 - Concrete Sidewalks and Gutters
- D. ASI GSB-78 -- Product Description

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1.3 PROCEDURES

- A. The contents of submittals shall be such that all information is available for completely checking each drawing, data or sample when submitted. These shall be submitted for review not less than thirty calendar days prior to the start of any construction or fabrication of the work to which the drawings, data or samples apply. Within twenty-one calendar days after receipt of such drawings, data or samples, the engineer will return one copy of the submittal marked with one of the following (or similar) notations:
1. No exceptions taken
 2. Revise and resubmit
 3. Accepted as noted
- H. Returned copies of drawings marked with either notation "1" or "3" authorize the Contractor to proceed with the fabrication and/or installation or construction covered by such returned submittals, provided that such fabrication and/or installation or construction shall be subject to the comments, if any, shown on the returned copies.
- I. Returned copies marked with notation "2" shall be corrected as necessary and submitted in the same manner as before (see procedures below).
- J. Work for which the Contractor's submittals are required shall not be started until the submittals have been reviewed and approved in writing by the Project Architect/Engineer (or Contract Administrator, as directed). Any revision by Contractor of a previously approved submittal must be approved in writing before implementation.
- K. The following procedures apply:
1. Deliver a minimum of 3 copies of submittals to Project Architect/Engineer (or Contract Administrator, if so directed) as directed under accepted form. Resubmittal requires the same number of copies as submittals. One copy of rejected submittals will be retained for record.
 2. Transmit submittals in accordance with approved progress schedule and in such sequence to avoid delay in the work or work of other contracts.
 3. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog

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numbers and conformance of submittal with requirements of contract documents.

4. Coordinate submittals with requirements of work and of contract documents.
5. Contractor shall sign or initial each sheet of shop drawings and product data and each sample label to certify Contractor review and compliance with requirements of contract documents. Notify Contract Administrator and A/E in writing, at time of submittal, of any deviations from requirements of contract documents.
- 6. Do not fabricate products or begin work which requires submittals until return of submittal with AHFC's stamp of acceptance.**
7. Apply Contractor's stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria and coordination of information with requirements of work and contract documents.
8. Attach to each copy of each submittal shop drawings, product data, and manufacturer's instruction submittals a submittal summary sheet identifying project, contractor, subcontractor, major supplier, pertinent drawing sheet and detail number, and pertinent specification section number. Identify deviations from contract documents. Provide space for Contractor review stamps.
9. Coordinate submittals into logical groupings:
 - a. Submittals involving selection of colors, textures, or patterns shall not be reviewed until all submittals requiring such selection have been submitted.
 - b. Associated items that require correlation for efficient function or for installation shall be grouped together.
10. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
11. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal. Note that at least one copy of submittals, which require resubmission, will be kept by the Contract Administrator for record. Number of copies of resubmittals shall

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be as required for initial submittals. Record copies of submittals, which require resubmission, will not be updated with resubmitted data.

1.4 SUBMITTAL REGISTER

- A. Submit a register of submittals, on Contract Administrator provided or approved form, of all required submittals listing applicable specification paragraph number, type of submittal, description of material, action dates, status and remarks. Contractor's updated submittal register shall accompany each submittal transmittal.

1.5 SCHEDULE OF VALUES

- A Schedule of Values. The Contractor shall submit a Schedule of Values, the sum of which is equal to the total Contract Price. The Schedule of Values shall serve as a basis for calculating progress payments during construction and shall be presented in such detail to allow the Contract Administrator to accurately verify the amount and value of work completed as defined in the Contractor's Progress Payment Request. The Schedule of Values shall correspond to activities on the Construction Schedule as defined in Section 01350 Construction Progress Schedules. Hud form HUD-51000 shall be used.
1. The Schedule of Values, to the extent approved shall be submitted in tabular and computer format as part of the construction schedule submittals following CSI format.
 2. The Schedule of Values must be reviewed and accepted by the Contract Administrator as the basis of calculating progress payments. If, in the opinion of the Contract Administrator, the Schedule of Values is deemed incorrect, the Contractor shall present documentation substantiating the proposed values. If, in the opinion of the Contract Administrator, the Schedule of Values lacks sufficient detail to calculate progress payments, the Contractor shall submit additional detail. Progress payment subsequent to the required submission date for the Construction Schedule shall be withheld until the Contract Administrator has accepted the Construction Schedule.
 3. Home-office overhead expenses and profit shall be assigned to activities in direct proportion to the cost allocated to that activity.
 4. Job site overhead expenses shall be assigned (e.g., prorate supervision expenses, temporary utilities, small tools, etc.) to the activities whose

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start and finish dates are consistent with the actual disbursement of the expenses or over the total period of the job. Cost of bonds, insurance, and schedule, shall be listed and paid as separate line items.

5. Each activity listed in the schedule of values must be detailed by cost category using the following format:

Activity category	Labor	Equipment	Materials	Sub-Contractor	Overhead Profit	Total Cost

6. The value to be allocated to the mobilization activity(ies) shall not exceed a total of two (2) percent of total contract price. Payment for this item will be made provided the Contract Administrator is satisfied the Contractor is making a reasonable effort to mobilize for construction in a timely manner. Untimely delays in mobilization, as determined in the sole judgement of the Contract Administrator, will be cause for postponement of payment for the mobilization item. In the event of default of the Contract, as adjudged by the criteria set forth in the Contract, no further payments will be made to the Contractor for the mobilization item.
7. Monthly schedule updates: Monthly schedule updates are to be included as a pay item in the schedule of values, with a dollar value attached as specified in Section 1350, Schedules

1.6 SHOP DRAWINGS AND PRODUCT DATA

A. General

- Submittals are required for all materials of construction and equipment specified and indicated on the drawings.
- Unless otherwise indicated, submit shop drawings and product data for all materials and equipment specified within a single division of the specifications in a single indexed, tabbed, and bound volume.
- Simultaneous submittal of all volumes is not required.
- Provide an index, alphabetized by item name, listing the specification section and item number under which each item is submitted.
- Organize submittals by specification section. Separate each section

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by a heavy stock divider sheet with plastic index tab. Type specification section numbers on both sides of paper inserts.

6. Identify each item of the submittal with an item number. Number the first item within a specification section "#1", the second item within a specification section "#2", and so forth. Restart numbering sequence with each specification section.
7. Precede each item with a copy of the item data sheet.
8. Include materials and equipment indicated on the drawings but not listed in the specifications in the submittal volume of the most closely related division. Rules for item numbering and item data sheets apply.
9. Material submitted shall indicate the specific item(s) proposed for this project. Delete or cross out all other items.
10. Each submittal or resubmittal of each volume shall be complete and shall contain all previously submitted material except that being replaced by new or revised material that shall be removed. Partial or improperly indexed or tabbed submittals or resubmittals shall be rejected without review or comment.
11. With each resubmittal 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.
12. Resubmittal shall be made in the same number of copies as the original submittal. Do not submit "updates" for previous submittal packages with resubmittals. Previous submittals will be kept in original condition for a record and will not be updated.
13. A list of minimum submittals required is provided in each section. These lists are not necessarily complete or all-inclusive and the Contractor is responsible for complete submittal.
14. Bind submittals in 3-ring, D-ring style binders with page lifters and vinyl covers. Expandable catalog type 2-hole binders with soft board covers and metal prong fasteners will not be accepted. Submittals for the entire project shall be one color.

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15. Provide multiple binders as required to limit single binder thickness to three inches. Divide binders at logical points.
16. Label the front cover and end panel. Label to include division number, project title, project number, date and facility name.
17. Submit a minimum of three, plus the number required by the Contractor, identical copies of the review submittal or resubmittal for review and acceptance by the Architect. The Contract Administrator will retain two copies of each submittal or resubmittal.
18. Materials submitted shall be reviewed and accepted by the Architect and Contract Administrator before Contractor releases material for fabrication or shipment.
19. Submittals not conforming to the above requirements will be returned unreviewed for correction.

B. Shop drawings

1. 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 room number of Contract Documents. Minimum Sheet Size: 11"x17".
2. Identify field dimensions; show relation to adjacent or critical features or work or products.

C. Product Data

1. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
2. 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.

D. Samples

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1. Submit full range of manufacturers' standard colors, textures and patterns for selection by Contract Administrator.
2. Submit samples to illustrate functional characteristics of the product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
3. Include identification on each sample, giving full information.

1.7 SAFETY PLAN

- A. Contractor submission of project safety plan: CONTRACTOR shall, prior to commencement of the work, submit to Owner, for Owner's information, a Project Safety Plan for the work in accordance with the following:
 1. An emergency management plan for a prompt and controlled response to any emergency with human injury, physical damage potential or fire risk. this plan must clearly state the actions that must be taken and the responsible parties.
 2. Emergency organizations to be contacted, telephone numbers, and the types of information they will need.
 3. Procedures to cover life threatening situations, first aid services, and fire.
 4. Access of emergency vehicles to the site.
 5. Provision for an on-site emergency control center.
 6. Provisions for an emergency management team.
 7. A responsibility matrix that describes and names the responsibilities for implementation of the safety plan and emergency plan.
 8. A hazardous material abatement plan which provides for identification of hazardous materials, including the submission of Material Safety Data Sheet (MSDS), as required by contract and by law.
 9. Provision for storage of hazardous materials.
 10. A plan for disposal of hazardous wastes in accordance with all applicable federal, state, and local requirements.

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11. A plan for hazard identification and mitigation, personal protection, hazard assessments, and regulatory compliance.
- B. The Contractor shall hold weekly safety meetings with all subcontractors and shall send 2 copies of the safety meeting minutes to the Contract Administrator on a weekly basis.

1.8 MANUFACTURER'S INSTRUCTIONS

- A. When required in individual specification section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for product data.

1.9 PROGRESS MEETINGS

- A. Contractor shall be responsible for calling and/or attending all meetings related to the work, coordination of the work with other work on the project and related matters. Generally, project progress meetings and other meetings shall be conducted on site in a contractor supplied temporary conference room on a twice-monthly basis. Contractors to coordinate meeting dates with the Owner's representative and require attendance of any subcontractor currently performing work on the project. Contractor responsible for writing the agendas and distributing to the Owner one day prior to each meeting and for taking meeting notes and then having them typed and distributed to all attendees five days prior to the next scheduled meeting. Contractor Superintendent to have daily meetings with Owner's full time site representative.

1.10 DAILY CONSTRUCTION REPORTS

- A. Contractor shall be responsible for preparing a daily construction report, recording information concerning events at the site. Submit duplicate copies to the Owner's representative at weekly intervals. Include the following information:
 1. List of subcontractors at the site.
 2. High and low temperatures, general weather conditions.
 3. Accidents, stoppages, delays, shortages, losses.
 4. Emergency procedures.

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5. Change orders received, implemented.
6. Directives received, implemented.
7. Work not in compliance notices received, corrected.
8. Work underway and percent complete from project schedule's WBS.
9. Substantial Completions authorized.
10. Number and type of equipment on site, active or inactive.
11. Number and classification of workers on site.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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**SECTION 01350
CONSTRUCTION PROGRESS SCHEDULES**

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

1.2 RELATED REQUIREMENTS

- A. Section 01010 – Summary of Work
- B. Section 01090 – Referenced Standards and Definition
- C. Section 01300 – Submittals
- D. Section 01400 – Quality Control
- E. Section 01700 – Project Closeout
- F. Section 02703 – Asphalt Paving
- G. Section 02770 – Concrete sidewalks curbs and gutters
- H. ASI GSB-78 – Product Description

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. GENERAL

The Contractor will be responsible for planning, scheduling, managing and reporting the progress of the work in accordance with the following requirements.

The sequence and process for the preparation and submission of schedules by the Contractor are the following:

1. Detailed Project “Baseline” Schedule
Contractor shall submit a detailed project schedule and narrative work plan within ten days after NTP. This detailed schedule shall be established as the official project “baseline” schedule after it has been reviewed and approved by AHFC.

B. SCHEDULE SUBMITTALS

1. Detailed Project “Baseline” Schedule and Work Plan

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Within ten days after receipt of Notice to Proceed, the Contractor shall submit a detailed construction schedule and written work plan for execution of the work.

Work Plan

The Contractor shall provide a written work plan describing:

- The construction work methods to be used and duration of the major tasks
- Sequence for accomplishing the work
- Anticipated number of crews and crew composition for major activities
- Shifts and number of work days each week

The work plan will also identify planned staging areas, planned mobilization of material and supplies from their sources to the work site and Contractor's plan for their storage at the site. The plan will also address other logistical matters such as set up of field support facilities such as shops, fuel storage, warehousing and yards if applicable. The plan will include a table showing planned total manpower staffing month by month (by craft) over the duration of the project.

The work plan shall contain a section describing the process by which the Contractor intends to prepare, monitor and update its schedules throughout the execution of the project work. This narrative shall identify who will prepare the schedules and reports and the internal review process to be used by the Contractor prior to submission of schedules and reports to the AHFC throughout the duration of the project.

Review and Approval

The AHFC will evaluate and review with the Contractor the proposed construction schedule and work plan within 10 working days of submission. The Contractor shall incorporate the comments of the AHFC and reissue a revised version of the detailed schedule within 10 working days of this review. This process shall continue until a

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detailed project schedule acceptable to AHFC has been submitted. In the event that resubmission of detailed schedules is required to meet the requirements of this Section, such required resubmission shall not be used as a basis for delay claims by Contractor. Once approved, this schedule shall become the official project “baseline” schedule and thereafter shall become the baseline for measuring Contractor’s compliance with Contract schedule requirements.

The Contractor shall not mobilize to the site of work until the review and approval of the project baseline schedule has been completed.

AHFC may reject any proposed construction schedule or report that fails to reflect timely completion of the work, intermediate contract milestone dates or otherwise indicates unrealistic schedule performance. AHFC may, without incurring any liability, reduce the contract period if the Contractor proposes a baseline schedule utilizing less time than allowed in the Contract.

Note: AHFC acceptance and approval of the Contractor’s schedule does not constitute a warranty of its feasibility, suitability or reasonableness.

2. Monthly Detailed Schedule Updates – Not Used

C. SUPPLEMENTAL SCHEDULE SUBMITTALS – Not Used

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

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**SECTION 01350
CONSTRUCTION PROGRESS SCHEDULES**

ATTACHMENT A

WORK BREAKDOWN STRUCTURE (WBS) SAMPLE (Specific WBS to be tailored to each project)

WBS

- Notice to Proceed
- Permitting
- Baseline Schedule (Submission/Review/Approval)
- Monthly schedule updates
- Mobilization
- Procurement/Fabrication/Shipping/Delivery
- Demolition work
- Submittals
- Site Work
- Excavation/Fill
- Foundations and Footings
- Framing
- Roof
- Building Shell & Close-in
- Site Utilities Connections
- Mechanical Systems
- Electrical Systems
- Punchlist/Cleanup
- Inspections
- Transfer Facilities to Owner
- Demobilization
- Record Drawings/ O&M Manuals Delivery
- Warranty Period

For projects entailing more than one building structure, the above WBS should be applied to each building or unit.

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**SECTION 01400
QUALITY CONTROL**

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. General Quality Control
- B. Workmanship
- C. Manufacturer's Instructions
- D. Owner Inspection Services
- E. Manufacturers' Field Services

1.2 RELATED REQUIREMENTS

- A. Section 01010 - Summary of Work
- B. Section 01090 – Referenced Standards and Definition
- C. Section 01300 -- Submittals
- D. Section 01350 – Construction Progress Schedules
- E. Section 01700 – Project Closeout
- F. Section 02703 – Asphalt Paving
- G. Section 02770 – Concrete sidewalks curbs and gutters
- H. ASI GSB-78 – Product Description

1.3 QUALITY CONTROL, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce Work of specified quality.

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**SECTION 01400
QUALITY CONTROL**

1.4 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform Work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration and racking.

1.5 MANUFACTURERS' INSTRUCTIONS

- A. Comply with instructions in full detail, including each step, in sequence. Should instructions conflict with Contract Documents, request clarification from Contract Administrator before proceeding.

1.6 OWNER INSPECTION SERVICES

- A. Submit written requests for inspection of work by Owner personnel. As a minimum the following will be inspected with written notice required.
 - 1. After installation of all below grade work, while work is under test and before backfill.
 - 2. After installation of all structural framing and above grade electrical and mechanical rough in and before insulation, gypsum board or roofing has been installed.
 - 3. After installation of all insulation and before vapor retarder has been installed.
 - 4. After installation of all above grade structural framing and sheathing and before roofing is installed.
 - 5. After all gypsum board has been installed and taped and prior to painting.
 - 6. Final inspection.
- B. Notice of inspections shall be received by the Owner seven (7) days prior to the requested time of inspection.

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QUALITY CONTROL**

- C. Request shall identify the Project, Project No., its location, the Contractor and a contact person and describe the nature of the desired inspection.
- D. If the request is for a re-inspection of work previously inspected include the Owner's prior listing of deficiencies accompanied by the remedies provided since the prior inspection.

1.7 MANUFACTURERS' FIELD SERVICES

- A. When specified in respective Specification Sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable and to make appropriate recommendations.
- B. Manufacturer's Representative shall submit written report through the Contractor to the Contract Administrator listing observations, recommendations and acceptability of the work.

END OF SECTION

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**SECTION 01700
PROJECT CLOSEOUT**

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Closeout Procedures
- B. Final Cleaning
- C. Project Record Documents
- D. As-Built Drawings – Not Used
- E. Warranties

1.2 RELATED REQUIREMENTS

- A. Section 01010 - Summary of Work
- B. Section 01090 – Referenced Standards and Definition
- C. Section 01300 -- Submittals
- D. Section 01350 – Construction Progress Schedules
- E. Section 01400 – Quality Control
- F. Section 02703 – Asphalt Paving
- G. Section 02770 – Concrete sidewalks curbs and gutters
- H. ASI GSB-78 – Product Description

1.3 CLOSEOUT PROCEDURES

- A. Contractor shall comply with contract closeout provisions as specified in the Contract.
- B. In addition to submittals required by the conditions of the Contract, the Contractor shall provide all submittals required by governing authorities and submit a final statement of accounting giving total adjusted Contract

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Price, previous payments made, and any sum remaining due.

- C. AHFC will issue a final Change Order reflecting approved adjustments to the Contract Price if not previously made. No final payment will become due, nor will any payment request be accepted for processing, until all documents and materials required to be delivered by the Contractor to AHFC have been delivered.
- D. Contractor shall submit the Certificate and Release with his request for final payment.

1.4 FINAL CLEANING

- A. The Contractor shall execute final cleaning prior to final completion. The Contractor shall clean site; rake clean.

1.5 PROJECT RECORD DOCUMENTS

- A. The Contractor shall maintain one record copy of:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract
 - 5. Approved submittals, i.e., shop drawings, product data, survey and field records, field test records, samples, etc.
 - 6. Inspection certificates
 - 7. Red-line drawings
- B. The Contractor shall during construction, store all required Contract Documents and samples in clean, dry and legible condition in Field Office apart from documents used for construction.
- C. The Contractor shall keep all required documents and samples available for inspection by AHFC through completion of the warranty period.

PROJECT CLOSEOUT

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1.6 WARRANTY MANUAL

- A. The Contractor shall provide all required warranty documents in duplicate, in a Warranty Manual. All warranties shall be properly executed by the contractor, subcontractors, and suppliers as applicable. Provide table of contents and assemble in binder with durable plastic cover as described above for the O&M Manuals.
- B. The Contractor shall submit the Warranty Manual (approved by the A/E) to AHFC, using a letter of transmittal, 30 days prior to project final completion inspection, and/or application for final payment.

END OF SECTION

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**DIVISION 2
SECTION 02703
HOT-MIX ASPHALT
(HMA) FOR ROADS**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Section 01010 – Summary of Work
- B. Section 01090 – Referenced Standards and Definition
- C. Section 01300 -- Submittals
- D. Section 01350 – Construction Progress Schedules
- E. Section 01400 – Quality Control
- F. Section 01700 – Project Closeout
- G. Section 02770 – Concrete sidewalks curbs and gutters
- H. ASI GSB-78 – Product Description

1.2 SUMMARY

- A. Provide all labor, materials and equipment as necessary to complete all work as indicated on the drawings and specified in the related documents and herein.
- B. Comply with current State, Local, and Federal code requirements regarding Asphalt Paving, ADA accessibility, and specific requirements of the contract and job site.
- C. This Section includes:
 - 1. Hot-mix asphalt paving.
 - 2. Hot-mix asphalt paving overlay.
 - 3. Asphalt surface treatments.
 - 4. Pavement-marking paint.
 - 5. Traffic-calming devices.

1.3 DEFINITIONS

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- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8, Standard Terminology Relating to Materials for Roads and Pavements, for definition of terms.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
1. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- B. Qualification Data: For qualified manufacturer and Installer.
- C. Materials Certificates: For each paving material, from manufacturer.
- D. Material Test Reports: For each paving material and compaction.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualification: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the Alaska DOT.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated, or equivalent certification acceptable to the State of Alaska.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the AHJ, and State of Alaska for asphalt paving work.

1.6 PROJECT CONDITIONS

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Alaska DOT for asphalt paving work.
- B. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
1. HMA Temperature: Delivered between 250° F and 350° F
2. Prime Coat: Minimum surface temperature of 60° F
3. Slurry Coat: Comply with weather limitations in ASTM D 3910
4. Asphalt Base Course: Minimum surface temperature of 40° F in the shade and rising at time of placement.
5. Asphalt Surface Course: Minimum surface temperature of 45° F in the shade and rising at time of placement.

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- C. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 55° F for water-based materials, and not exceeding 95° F. When more restrictive, manufacturer limits shall be adhered to.

PART 2 – PRODUCTS

A. Product Certifications and Materials

1. General: All products and materials used in completion of contract shall be per general industry standard and in conformance with the requirements of the AHJ, State of Alaska, and the contract.
2. Where reasonably available and installed under the contract, given geography and product availability, products shall meet the below requirements; if availability of products meeting the below specifications are not common for construction in the local area, contractor shall follow local building practices in conformance with all laws, regulations, standards, and specifications which are standard for the local area:
 - i. Aggregates:
 1. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel.
 2. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, combinations thereof.
 3. For hot-mix asphalt, limit natural sand to a minimum of 20 percent by weight of the total aggregate mass.
 4. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.
 - ii. Asphalt Materials:
 1. Asphalt Binder: AASHTO M 320 and AASHTO MP 1a, PG58-28, PG58-22, PG64-22.
 2. Prime Coat: ASTM D 2027, medium-curing cutback asphalt.
 3. Tack Coat: Emulsified asphalt or cationic emulsified asphalt, slow curing, diluted in water.
 4. Tack Coat: Where Paving Geotextile as an interlayer is used; Performance Grade asphalt binder of the same grade as the overlaying pavement.

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5. Fog Seal: AASHTO M 140, emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow curing, factory diluted in water, of suitable grade and consistency for application.
6. Water: Potable.
- iii. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular liquid, or wettable power form.
- iv. Sand: AASHTO M 29 Grade Nos. 2 or 3.
- v. Paving Geotextile (Reflective Crack Control): AASHTO M 288-06, nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.
 1. Weight: ASTM D1910, minimum 4.1 oz./sq. yd.
 2. Grab Tensile Strength: ASTM D4632, minimum 101 lbs.
 3. Asphalt Retention: ASTM 6140, minimum 0.20 gal/sq. yd.
- vi. Joint Sealant: ASTM D 6690 or AASHTO M 324 Type II or III Type II Type IV, hot-applied, single-component, polymer-modified bituminous sealant.
- vii. Pavement-Marking Paint Type 1: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N Type F Type S; colors complying with FS TT-P-1952.
 1. Colors: Yellow and/or White. Accessible spaces shall typically be blue with blue and white signage.
- viii. Pavement-Marking Paint Type 2: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, Type II, with drying time of no more than 15 minutes.
 1. Colors: Yellow and/or White. Accessible spaces shall typically be blue with blue and white signage.
 2. Glass Beads: AASHTO M 247, Type 1
- ix. Wheel Stops:
 1. Remove prior to demolition and reinstall following completion; reuse existing wheel stops where in adequate state of repair.
 2. Where existing wheel stops are not reusable, new units shall be precast, air-entrained concrete, 3500-psi minimum compressive strength. Provide chamfered corners, drainage slots on underside, and holes for anchoring to substrate.

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- x. Dowels: Reinforcing Bars: ASTM A 615, Grade 60; deformed
- xi. Mixes:
 - 1. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes designed according to Alaska DOT Standard Specifications.
 - 2. Binder Course Mixture N50, IL-19.0, Surface Course Mixture N50, IL9.5, Mix "C" designed in accordance with Alaska DOT Standard Specifications.
 - 3. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 4. Emulsified-Asphalt Slurry: ASTM D 3910, Type 1, consisting of emulsified asphalt, fine aggregate, and mineral fillers.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with heavy dump truck or similar equipment to verify adequate compaction.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, and replace with compacted backfill or fill.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- D. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- E. Paving: Following verification of substrate preparation, apply asphalt in uniform fashion in accordance with local, state, and contract requirements.

3.3 COMPACTION

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- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185° F. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edges. Examine surface immediately after breakdown rolling for proper crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- B. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density.
 - 1. Average Density: 97 percent of reference laboratory density according to ASTM D 6927 but not less than 94 percent nor greater than 100 percent in any tested area.
- C. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- D. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- E. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- F. Protection. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough no to become marked.

3.5 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. All layers: Plus 1/2 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.

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- C. Traffic-Calming Devices: Traffic calming devices shall be installed per pre-demolition locations, as applicable, or unless otherwise specified.

3.6 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.
- E. Replace and compact hot-mix asphalt where disturbance of new asphalt is required for testing purposes.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.7 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill. Contractor shall not allow milled materials to accumulate on-site.

END OF SECTION 02703

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**DIVISION 2
SECTION 02770
CONCRETE SIDEWALKS
AND CURBS AND
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PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Section 01010 - Summary of Work
- B. Section 01090 – Referenced Standards and Definition
- C. Section 01300 -- Submittals
- D. Section 01350 – Construction Progress Schedules
- E. Section 01400 – Quality Control
- F. Section 01700 – Project Closeout
- G. Section 02703 – Asphalt Paving
- H. ASI GSB-78 – Product Description

1.2 SUMMARY

- A. Provide all labor, materials and equipment as necessary to complete all work as indicated on the drawings and specified in the related documents and herein.
- B. Comply with current State, Local, and Federal code requirements regarding Concrete Paving, ADA accessibility, and specific requirements of the contract and job site.
- C. This Section includes:
 - 1. Driveways and Roadways.
 - 2. Parking Lots.
 - 3. Curbs and gutters.
 - 4. Walkways.

1.3 DEFINITIONS

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- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolanas, and ground granulated blast-furnace slag.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.

Material Certificates:

- 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.
 - 4. Admixtures.
 - 5. Curing compounds.
 - 6. Applied finish materials.
 - 7. Bonding agent or epoxy adhesive.
 - 8. Joint fillers.
- D. Material Test Reports: For each of the following:
 - 1. Aggregates.
 - E. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities".

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- B. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated
 - 1. Personnel conducting field tests shall be qualified and licensed to certify concrete characteristics through testing and reported, recognized by the State of Alaska and the City of Juneau.
- C. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests.
- D. ACI Publications: Comply with ACI 301 unless otherwise indicated, or where another standard is acceptable to the City of Juneau and the State of Alaska.

1.6 PROJECT CONDITIONS

- A. Steel Reinforcement: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement."

PART 2 – PRODUCTS

2.1 FORMS

- A. Forms:
 - 1. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces. Use flexible or curved forms for curves with a radius 100 feet or less.
 - 2. For-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT:

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Epoxy-Coated Welded Wire Fabric: ASTM A 884, Class A, plain steel.
- C. Reinforcing Bars: ASTM A 615, Grade 60; deformed.
- D. Epoxy-Coated Reinforcing Bars: ASTM A 775 or ASTM A 934; with ASTM A 615, Grade 60 deformed bars.
- E. Joint Dowel Bars: Plain steel bars, ASTM A 615, Grade 60. Cut bars true to length with ends square and free of burrs.

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- F. Epoxy-Coated Joint Dowel Bars: ASTM A 775; with ASTM A 615, Grade 60, plain steel bars.
- G. Tie Bars: ASTM A 615/A 615 M, Grade 60, deformed.
- H. Hook Bolts: ASTM A 307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- I. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcements, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastics, or precast concrete of greater compressive strength than concrete, and as follows:
 - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports

2.3 Concrete Materials

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
 - 1. Portland Cement: ASTM C 150, Type I/II, gray, Supplement with the following:
 - i. Fly Ash: ASTM C 618, Class F.
 - 2. Blended Hydraulic Cement: ASTM C 595, Type IP, Portland pozzolan, or I PM, pozzolan-modified Portland cement.
 - 3. Product acceptable to the City of Juneau and State of Alaska.
- B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate, uniformly graded. Provide aggregates from a single source.
 - 1. Maximum Coarse-Aggregate Size: 1-1/2" nominal.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:
 - 1. Aggregate Sizes: 3/4 to 5/8 inch nominal

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D. Water: ASTM C 94/C 94M.

E. Air-Entraining Admixture: ASTM C 260

F. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.

2. Retarding Admixture: ASTM C 494/C 494M, Type B.

3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

G. Curing Materials:

1. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighting approximately 9oz./sq. yd. dry.

2. Moisture-Retaining Cover: ATM C 171, polyethylene film or white burlap-polyethylene sheet.

3. Water: Potable.

4. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

5. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

6. Concrete Sealer: Water based USEPA VOC compliant penetrating sealer for concrete. Cured concrete to conform to ASTM C309:

i. Dries to low or medium luster, UV resistant, no color change.

ii. Reduction of Water absorption (NCHRP Series II): 75% minimum.

iii. Reduction of Chloride Ion absorption (NCHRP Series II): 85% minimum.

H. Joint Filler: Two types of joint filler are listed below.

1. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt saturated cellulosic fiber.

2. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1752, Polyethylene closed cell joint filler.

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- I. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments of colored water reducing admixtures; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis.
- J. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, non-glazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- K. Bonding Agent: ASTM C 1059, Type II, non-dispersible, acrylic emulsion or styrene butadiene.
- L. Types I and II, non-load bearing IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- M. Chemical Surface Retarder: Water-soluble, liquid-set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.
- N. Pigment Mineral Dry-Shake Hardener: Factory-packaged dry combination of Portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides inter-ground with cement.
- O. Pavement Markings:
 - 1. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N Type F.
 - 2. Color: Accessible Spaces Blue; mark curb/gutter where contiguous with asphalt finished accessible spaces.
 - 3. Glass Beads: AASHTO M 247, Type 1.
- P. Wheel Stops: Two types of wheel stops are described below. New Wheel Stops shall meet the below requirements, except where the contract states reuse of existing Wheel Stops; in these circumstances, match existing to highest degree possible, meeting the below requirements as practicable:
 - 1. Wheel Stops – Type 1: Precast, air-entrained concrete, 3500-psi. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
 - 2. Wheel Stops – Type 2: Solid, integrally colored, 96 percent recycled HDPE or commingled postconsumer and postindustrial recycled plastic; UV stabilized. Provide chamfered corners and drainage slots on underside and holes for anchoring to substrate.
 - 3. Dowels: Galvanized Steel.

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2.4 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience. Document mixture characteristics.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
 - 1. Minimum Compressive Strength (28 Days): 4,000 psi.
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.32-0.42.
 - 3. Slump Limit: 4 inches, plus or minus 1/2 inch.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - 1. Air Content: 5 to 8 percent for 1-inch to 1-1/2-inch nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than Portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals.
- G. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instruction and to result in hardened concrete color consistent with cementitious components existing on site.

2.5 CONCRETE MIXING:

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
 - 1. When air temperature is between 85° F and 90° F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes.

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- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

2.6 FIELD QUALITY CONTROL:

- A. Testing Agency: contractor shall engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports, as required by the City of Juneau, State of Alaska, and the contract.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below sidewalks to identify soft pockets and areas of excess yielding.
 - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3mph where space allows vehicular proof-rolling.
 - 2. Where vehicular proof-rolling is not practicable, manual methods of proof-rolling shall be employed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement, or longer to achieve full cure.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabrication, placing, and supporting reinforcement.

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- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least on full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction. Support on chairs.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When jointing existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
 - 2. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
 - 1. Locate expansion joints at typical intervals and site conditions to limit the potential for damage.
 - 2. Extend joint fillers full width and depth of joint.
 - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface where installed.
 - 4. Place top of joint fill flush with finished concrete surface where joint sealant is not installed.

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5. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas to protect from cracking and separation. Construction contraction joints for a depth equal to at least one-fourth of the concrete thickness.
 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes.
 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius, where existing edge radius is not 1/4-inch, match existing. Repeat tooling of edges after applying surface finishes.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
- H. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels and joint devices.

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- I. Screed paving surface with a straightedge and strike off.
- J. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- K. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- L. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
- M. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.
- N. Dowels shall be used when proposed concrete pavement is installed abutting existing concrete pavement and/or existing building walls and foundations.
- N. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
 - 1. When air temperature has fallen to or is expected to fall below 40° F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50° F and not more than 80° F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- O. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 - 1. Cool ingredients before mixing to maintain concrete temperature below 90° F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.

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3. Fog-spray forms, [steel reinforcement], and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.12 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instruction after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Being curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound or a combination of these as follows:
 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - i. Water.
 - ii. Continuous water-fog spray.
 - iii. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.

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3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instruction. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity, of coating and repair damage during curing period.

3.9 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 3/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot-long, unleveled straightedge not to exceed 1/2 inch.
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
5. Lateral Alignment and Spacing of Dowels: 1 inch.
6. Vertical Alignment of Dowels: 1/4 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform material evaluation tests.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 1. Testing Frequency: Obtain at least one composite sample for each 100 cu. Yd. or fraction thereof of each concrete mixture placed each day.
 - i. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

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2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 4. Concrete Temperature: ASTM C 1064/C 1064 M; one test hourly when air temperature is 40° F and below and when it is 80° F and above, and one test for each composite sample
 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure on set of three standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
 - i. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Contract Administrator, manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Contract Administrator but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Contract Administrator.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.11 REPAIRS AND PROTECTION

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- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint as practicable.
- B. Drill test cores when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with Portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date schedule for Substantial Completion inspections.

END OF SECTION 02770



GSB-78® Rapid-cure cutback

Product Description:

- GSB-78® a solvent-based restorative and protective sealer for asphalt pavements. It is a gilsonite-modified asphalt rapid-cure cutback chemically engineered using gilsonite ore and specially selected asphalt cement (AC) and diluents.
- Restores and Protects
- GSB-78® restores and protects asphalt pavement surfaced to extend their service life.
- Most pavement preservation treatments either penetrate integrate (to rejuvenate /restore) or Seal (to protect). GSB-78® does both. And two is greater than one.
- GSB-78® is a versatile, predictable, and near fool-proof pavement preservation product that has been used across the US for more than 45 years. It is formulated for excellent surface penetration, surface asphalt cement restoration, and predictable return to traffic. GSB-78® has been proven suitable for cold weather pavement application where other treatments fail. And GSB-78® is exceptional for nighttime applications and use in tight production windows.
- GSB-78® dries to an absolute, brilliant black appearance.

Storage and Handling

- Either vertical or horizontal storage tanks may be used for the storage of GSB-78®. Under normal circumstances, GSB-78® does not require heating for use.
- Optimum product temperatures for use are 65°F (18°C) to 100°F (38°C). If GSB-78® is to be heated prior to use, or while in storage, use steam coils, hot water coils, or hot oil coils with hot oil circulating at less than 200°F (93°C). Electrical heating elements may also be used but must be moisture and explosion resistant.
- Never use open flame or closed flame fire tube heaters with GSB-78®. GSB-78® should not be heated. During any heating process, GSB-78® should be stirred using a circulation pump, or mechanically agitated to prevent localized overheating. Positive displacement gear pumps are recommended for pumping GSB-78®.
- GSB-78® contains flammable ingredients and must therefore be labeled, and during transport must carry a UN1999 placard. Allow no smoking or open flames within 100 feet of storage tanks, transport trucks, and application equipment containing GSB-78®.
- Electrical equipment used near GSB-78® must be explosion resistant or explosion proof.

Application Instructions

- **Equipment:** GSB-78® may be applied with standard bituminous distributors and/or hand sprayed using standard tack pots. The equipment must be in good working order and contain no contaminants or diluents in the tank prior to loading with GSB-78®. The application equipment must be capable of maintaining predetermined flow rates and constant pressure during application. No special mixing equipment is required (see "sanding" below) as GSB-78® is ready to apply and will not separate or stratify in transit or storage.
- **Rate of Spread:** Rate of spread, or application rate for GSB-78® may vary from 0.10 to 0.15 gallons per square yard. Exceeding recommended application rates should not be done without first contacting a manufacturer's representative or responsible and knowledgeable pavement maintenance civil engineer.
- **Addition of Sand:** Sanding should be done at the same time GSB-78® is applied. A hard, highly fractured sand should be used. Because there are regional differences in sand characteristics, a knowledgeable local pavement maintenance engineer should be consulted to ensure that the appropriate amount and type of sand is chosen to regain any lost skid resistance. Sanding is best done



by mounting a sand slinger on the applicator and applying approximately 0.25 to 1 .25 pounds of sand per square yard or more if necessary, during the spreading process.

- **Cure Time:** Under normal conditions, cure time for GSB-78® is 1 to 4 hours. Sheltered or shady areas may require longer cure times.
- **Application Precautions:** GSB-78® should not be applied to wet or damp pavement surfaces. Do not apply during rainy or damp weather, or when rain is anticipated within 4 hours after application is completed. Pavement surface temperatures should be 55°F (13°C) and outside air temperatures should be 40°F (4°C) and rising to prevent the GSB-78® from browning during cure. GSB-78® may be applied at night provided the pavement surface temperatures and outside air temperatures are at least 77°F (25°C). Consult the Material Safety Data Sheet for fire and explosion data, health hazard data, first aid procedures, reactivity data, spill or leak procedures, waste disposal and use of personal protective equipment. Additional copies of the Material Safety Data Sheet can be obtained by calling ASI, toll free, at 1-800-972-2757.
- **Preparation of Pavement Surfaces:** Repair and patch all major pavement defects. Scrape all oil spots to remove excess oil and dirt. Just before applying GSB-78® clean the asphalt surface of all loose dust, dirt, and other debris. All cracks, other than hairline cracks, should be filled with a suitable bituminous crack filler. This may be done before, or after application of GSB-78®.
- **Addition of other materials:** GSB-78® has been chemically engineered to provide a restorative seal without the requirement of other materials or additives. Asphalt Systems, Inc. assumes no responsibility for problems arising from alteration of the original formula.
- **Clean up:** GSB-78® may be removed with degreasing solvents. GSB-78® should be removed from skin using hand cleaners and skin creams
- **Maintenance:** Under normal wear and tear, a single application of GSB-78® properly applied, should not require reapplication for 3 to 5 years. Reapplications should be at the recommended rate. Regular preventative maintenance can extend the life of pavement indefinitely.
- **Health and Safety:** Consult the Safety Data Sheet (SDS) for GSB-78® fire and explosion data, health hazard data, first aid procedures, reactivity data, spill or leak procedures, waste disposal and use of personal protective equipment. Additional copies of the Safety Data Sheet (SDS) can be obtained by calling ASI, 801-972-2757.
- **For Chemical Emergency:** Spill, Leak, Fire, Exposure, or Accident Call CHEMTREC Day or Night
Within USA and Canada: 1-800-424-9300 CCN1842 or +1 703-527-3887 (collect calls accepted)

Materials: GSB-78® gilsonite modified rapid cure cutback. Residue has not less than 40% gilsonite or uintaite. Contains no tall oil pitch or coal tar materials.

Properties	Specification	Limits
Kinematic Viscosity at 60. C (140°. F), cSt	ASTM D4402	10 - 30
Percent Residue by Distillation		30% - 45%
Tests on Residue from Distillation		
Penetration at 25°C (77°F), dmm	ASTM D5	2 – 12 dmm
Softening Point, of °F	ASTM D36	180 – 200°F
Solubility in 1,1,1 Trichloroethylene, %	ASTM D2042	99% minimum
Asphaltenes (HCL Precipitation) ¹	ASTM D2007	18 – 25%

¹ Asphaltenes determined using n-heptane extraction.

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(c) Many 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, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(d) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

(f) The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(1) Minimum wages—(i) *Wage rates and fringe benefits.*

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classifications(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (3) Records and certified payrolls—(i)

Basic record requirements—(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanic s working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made ; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements—*(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the

the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii) (C).

(E) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access*—(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contract or, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity*—(i) *Apprentices*—(A) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements*. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts*. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, a ny worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b) (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5 (b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a) (2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C.

3901-3907. (4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

SUPPLEMENT TO GENERAL CONTRACT CONDITIONS FOR SMALL CONSTRUCTION/DEVELOPMENT CONTRACTS
ALASKA HOUSING FINANCE CORPORATION

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**SUPPLEMENT TO GENERAL CONTRACT CONDITIONS FOR SMALL CONSTRUCTION/DEVELOPMENT CONTRACTS
ALASKA HOUSING FINANCE CORPORATION**

In consideration of the mutual promises and covenants set forth and/or incorporated by reference herein, the Contractor and AHFC mutually agree as follows:

ARTICLE 1. BUSINESS LICENSE AND EQUIPMENT

The Contractor agrees, warrants and represents that it has paid all required fees and is properly licensed and bonded to do business in the State of Alaska and within the local governing body in which the work is to be performed. The Contractor agrees, warrants and represents that it will maintain all personnel and the equipment listed by Contractor in its bid in sufficient quantity and working order to timely perform all services required by this Contract.

ARTICLE 2. SCOPE OF WORK

The scope of work (services) outlined under the terms of this Contract includes all necessary and required permits, labor, supervision, tools, equipment, materials and transportation (including travel expenses). All work required under this Contract shall be performed and completed as outlined in this Request for Quotations.

ARTICLE 3. TAXES

The Contractor shall pay all applicable federal, State and local taxes incurred by the Contractor in the performance of this Contract, and proof of payment of these taxes is a condition precedent to payment by AHFC under this Contract.

ARTICLE 4. SUBSTANTIAL COMPLETION

Substantial completion is the stage in the progress of the work when the work or a designated portion thereof is sufficiently complete in accordance with the Contract documents so that AHFC can occupy or utilize the work for its intended use.

When the Contractor considers the work, or a portion thereof which AHFC agrees to accept separately, is substantially complete, the Contractor shall request a substantial completion inspection. If it is necessary after the inspection, the Contractor will be given a comprehensive list of items to be completed or corrected. The Contractor shall proceed to promptly complete and correct the items on the list. Failure to include an item on the list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract documents. Within ten (10) days of issuance of the comprehensive list, the Architect/Engineer or the Contract Administrator will make an inspection to determine whether the work or designated portion thereof is substantially complete. The Architect/Engineer or the Contract Administrator shall give Contractor at least twenty-four (24) hours advance notice as to the date and time when the inspection will take place. If the inspection discloses any item, whether or not included in the comprehensive list, which is not in accordance with the requirements of the Contract documents, and which will prevent AHFC from occupying or utilizing the work for its intended use, the Contractor shall complete or correct such item upon notification from the Architect/Engineer or the Contract Administrator, before issuance of the certificate of substantial completion. The Contractor shall then submit a request for another inspection to determine substantial completion. The Contractor shall be responsible for the costs incurred by AHFC for any inspections which are required after the first two inspections of the work or any designated portion thereof. When the work or designated portion thereof is substantially complete, the Contract

Administrator will prepare a certificate of substantial completion which shall establish the date of substantial completion, shall establish the responsibilities of Contractor and of AHFC for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the certificate. In the absence of an agreement for some other deadline for final completion, Contractor shall achieve final completion within thirty (30) days after the Contract Administrator issues his/her certificate of substantial completion.

- A. If the Contractor does not meet the deadline for final completion, AHFC shall have the option to terminate the Contract, and complete the work itself, or to complete the work using another contractor, and to back charge the Contractor for all expenses incurred in attaining final completion. Warranties required by the Contract documents shall commence on the date of substantial completion of the work or designated portion thereof unless otherwise provided in the certificate of substantial completion.
- B. The certificate of substantial completion shall be submitted by AHFC to the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.
- C. The Contractor shall request the substantial completion inspection not less than thirty (30) days (unless otherwise indicated) prior to the date for final completion of the entire project as shown in the Contract documents as modified by approved change orders. AHFC may perform its first substantial completion inspection at any time thereafter, as if the Contractor had requested it.
- D. In no event shall final completion of the work be achieved later than the project completion date identified on page 1 of this RFQ, except to the extent that additional time has been granted to the Contractor in writing by AHFC.

ARTICLE 5. COMPLETION OF WORK AND ACCEPTANCE

The Contractor shall request, in writing, a final completion inspection. The written request must be received by the Contract Administrator ten (10) full working days prior to the date of the inspection. The request shall include certification that all work is complete, all required tests have been passed satisfactorily and all test reports have been delivered, all required submittals have been made and approved, and all as-built drawings are complete and ready for delivery to the Architect/Engineer on the day of the inspection. Drafts of all required O&M manuals shall be transmitted ___days [thirty (30) days unless otherwise noted] prior to final inspection date. It is the Contractor's sole responsibility to complete the work and schedule the inspection in such a manner as to allow adequate time to correct any and all punch list items that may be noted. Time extensions will not be granted to complete punch list items that are under the control of the Contractor.

The Architect/Engineer will visit the site, prior to the scheduled inspection, to assure that the work is ready for final inspection. If the Architect/Engineer finds that the project is ready for final inspection, they will notify the Contract Administrator who will confirm the inspection date with the Contractor. If during this preliminary inspection the Architect/Engineer finds that the state of the work does warrant final inspection, the Architect/Engineer will issue a statement to the Contract Administrator declaring that the project does not warrant a final inspection. A list of deficiencies will be prepared to support the finding. The Contract Administrator will notify the Contractor that the project is not ready for final inspection and transmit a copy of the Architect/Engineer's report and findings. The Contractor shall address all of the concerns and then re-request a final inspection in writing a minimum of ten (10) working days prior to the date of the inspection. If more than one final completion inspection by the

Architect/Engineer is necessary, all costs for time, travel and third party costs, incurred by the Architect/Engineer, for any and all reinspection(s) necessary to declare the project ready for final inspection shall be credited to AHFC and will appear as a deduction on the Contractor's next sequential periodic payment. Insufficient funds remaining for offset will result in a claim against the Contractor.

Once the Architect/Engineer has determined that the project is ready for final inspection, the Architect/Engineer and Contract Administrator will conduct the final completion inspection on the date requested by the Contractor. If necessary, a punch list of deficiencies and a list of seasonal work will be prepared by the Architect/Engineer and the Contract Administrator and delivered to the Contractor. Seasonal work is defined as work that cannot be reasonably completed due to weather conditions. Seasonal work does not include work that the Contractor scheduled inadequately or performed unsatisfactorily. The Contractor shall correct all punch list items and make appropriate arrangements to complete seasonal work. The Contractor shall then request a re-inspection as outlined above. The Architect/Engineer and Contract Administrator shall re-inspect the site to ensure that all punch list items have been corrected. If subsequent inspections, to this last inspection, are necessary, all costs (including but not limited to costs for time, travel, and third party costs) incurred by the Architect/Engineer and the Contract Administrator, for any and all re-inspections necessary to declare the project finally complete shall be credited to AHFC. These extra charges do not apply to seasonal work inspections.

The Contract Administrator, with the Architect/Engineer's concurrence, declares the project finally complete. Final completion is defined as the total completion of all of the work items and acceptance of such work by AHFC. The Contract Administrator will not declare final completion of the project until the Contractor delivers notification of final acceptance by the local building authority and a certificate of occupancy for the entire project. Final completion shall include the Contractor's completed demobilization from the job site and requirement for complete demobilization and cleanup.

ARTICLE 6. INCOMPLETE OR UNSATISFACTORY WORK, INCLUDING PUNCH LIST ITEMS

Work found not to be in compliance with the Contract's requirements, including any and all unsatisfactory work and punch list items, shall be corrected within ten (10) calendar days of written notice to the Contractor, or a lesser time as AHFC may determine appropriate. If the Contractor fails to fully and satisfactorily correct all nonconforming or unsatisfactory work, or punch list items within the time allowed by AHFC, AHFC shall have the right, without declaring default, to offset from the Contract price an amount deemed appropriate by AHFC for curing such nonconforming or unsatisfactory work or punch list items. AHFC shall then have the right to complete the work in any manner it sees fit. This offset shall take the form of a unilateral change order and will appear as a deduction on the Contractor's next sequential periodic payment. Insufficient funds remaining for offset will result in a claim against the Contractor. This remedy, including the right of offset, is in addition to all other remedies available to AHFC under the Contract and law, and any decision by AHFC to exercise such a remedy shall not operate to extinguish, limit or in any way waive the Contractor's, and surety's obligations to faithfully and fully perform all other duties and responsibilities existing under the Contract, including all warranty obligations.

If AHFC requires the Contractor to work overtime, on weekends or on holidays in order to correct incomplete or nonconforming work, the Contractor must first notify AHFC in writing of the overtime schedule. If AHFC determines, in its sole discretion, that it is necessary to have AHFC staff present or on call during the Contractor's overtime, the Contractor shall reimburse AHFC for all of its costs for such supervision or on call status, including but not limited to labor costs for AHFC staff at time and a half the regular staff rate. Should the Contractor fail to reimburse AHFC by the next progress payment

requested by the Contractor, AHFC may deduct such reimbursement from the Contractor's next progress payment. Insufficient funds remaining for offset will result in a claim against the Contractor.

ARTICLE 7. PROFIT AND OVERHEAD ON CHANGE ORDERS AND EQUITABLE ADJUSTMENTS

Any and all indirect costs permitted, shall not exceed fifteen percent (15%) of the direct costs associated with any change order or request for equitable adjustment.

Any and all profit permitted, shall not exceed ten percent (10%) of the costs associated with any change order or request for equitable adjustment.

ARTICLE 8. INDEMNIFICATION

The Contractor shall indemnify, save harmless and defend AHFC and the State, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from personal injuries or property damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Contractor, its subcontractors, or anyone directly or indirectly employed by Contractor in the performance of this Contract.

All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from Contractor's performance under this Contract which are caused by the joint negligence of AHFC and the Contractor shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AHFC must be a direct result of active involvement by AHFC.

OPTIONAL INDEMNIFICATION PROVISION: THE CONTRACTOR MAY SELECT EITHER THE VERBIAGE ABOVE OR THE FOLLOWING PROVISION.

The Contractor shall indemnify, save harmless and defend AHFC and the State, its officers, agents, and employees from and against any claim of, or liability for bodily injury, death, or third party property damage to the extent caused by the error, omission or negligent act of the Contractor under this Contract. The Contractor shall not be required to indemnify AHFC for a claim of, or liability for, the independent negligence of AHFC.

If there is a claim of, or liability for, the joint error, omission or negligence of the Contractor and the independent negligence of AHFC, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis.

"Contractor" and "AHFC", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in AHFC's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

ARTICLE 9. COORDINATION WITH AHFC

The term "Contracting Officer" shall mean the "Chief Procurement Officer" for AHFC. For purposes of this Contract, AHFC will identify staff which will serve as the "Contract Administrator". The Contractor shall consult with Contract Administrator to ensure that all work by Contractor under this Contract

meets AHFC's requirements. Neither the Chief Procurement Officer or the Contract Administrator shall be personally liable to Contractor for any act or omission in the performance of his/her duties under this Contract. Should the Contract Administrator change at any time the Contractor will be notified in writing of the new Contract Administrator.

Before starting work, the Contractor shall designate a competent authorized representative (also referred to as a "superintendent") to represent and act with full authority for the Contractor. The proposed superintendent's name, address, telephone number and qualifications shall be submitted in writing for approval to the Contract Administrator. The Contractor agrees that it will only utilize a superintendent expressly approved by AHFC. This requirement also applies to any proposed substitution of superintendents as well. Any proposed superintendent must have at least five (5) years of experience on similar size and type projects. This superintendent shall have authority to make binding and enforceable decisions in the name of the Contractor. This superintendent, or an assistant to the superintendent expressly approved of by AHFC, shall be present at the site of work at all times when work is actually in progress, and shall be responsible for full-time field supervision, coordination of subcontractors and suppliers, completion of the work and safety. The Contractor's superintendent shall be supported by competent assistants as necessary. All such assistants must also be expressly approved by the Contract Administrator. All requirements, instructions and other communications given to the superintendent, or his/her assistant, by the Contract Administrator shall be as binding as if given directly to the Contractor.

ARTICLE 10. SEVERABILITY

If any provision of this Contract is held to be invalid and unenforceable, the remaining provisions are valid and binding upon the parties. One or more waivers by either party of any provision, terms, conditions or covenant shall not be construed as a waiver by either party of their right to enforce such provision, term, condition or covenant in the event of any subsequent breach of the same provision, term, condition or covenant by the other party.

ARTICLE 11. SUCCESSION

Each party to this Contract binds itself, its partners, successors, executors, administrators and assigns to the other party to this Contract, and to the partners, successors, executors, administrators and assigns of the other party in respect to all covenants in this Contract. Nothing in this Contract may be construed as creating any personal liability on the part of any officer or employee of AHFC, nor may anything in the Contract be construed as giving any rights or benefits to anyone other than the parties bound by this Contract.

ARTICLE 12. MERGER AND EXTENT OF AGREEMENT

The Contract is the agreement made between the Contractor and AHFC, which shall incorporate and include:

- A. Request for Quotations;
- B. Quote Form with all required attachments submitted by the successful bidder;
- C. Any and all addenda;
- D. Evidence of insurance required by the above listed documents;
- E. All appendices or attachments;
- F. Drawings and specifications; and
- G. All other documents required by the terms and conditions of Items (A) through (H) above and all modifications as defined in the General Terms and Conditions.

All components of the Contract are complementary, and what is in any one document shall be as binding as though indicated in all documents.

The Contract, as defined herein, represents the entire agreement between AHFC and the Contractor and supersedes all prior negotiations, representations or agreements. Except as expressly set forth elsewhere in this Contract, the parties to this Contract shall not be bound by or liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by both parties. The Contractor shall have no contractual rights until the Contract has been fully executed by both parties and a Notice to Proceed has been issued.

ARTICLE 13. DISPUTES

- A. **Contractor's Claims Procedures.** If the Contractor becomes aware of any act, occurrence or omission which may form the basis of a claim by the Contractor for additional compensation or an extension in time for performance; or takes exception to any instruction or directive from the Contract Administrator or Contracting Officer given by drawing, correspondence, change order, or otherwise, which materially affects the Contractor's costs or time of performance of the work; or if the Contractor disagrees with the adjustment in Contract price or Contract time for any change order, the Contractor shall submit a written notice of claim to the Contracting Officer with a copy to the Contract Administrator identifying the general nature and basis of the claim no later than seven (7) calendar days after the occurrence of such act or the receipt of such directive or change order and in any event before proceeding to incur any cost related to such claim. The notice of claim will be acknowledged in writing by the Contracting Officer within seven (7) calendar days of receipt. The Contractor shall have no right to additional compensation or additional time for any claim for which timely written notice of claim as required here in has not been made.

Except for disputes arising under the clauses entitled "Labor Standards and Labor Standards-Nonroutine Maintenance", herein, all disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

The Contractor shall submit in writing to the Contracting Officer the details and supporting documentation of the claim within fourteen (14) calendar days of receipt of the Contracting Officer's acknowledgment of the notice of claim, unless the Contractor requests in writing within the fourteen (14) calendar days an extension of time for good cause shown. Good cause shown shall include time for the Contractor to prepare its claim. Upon receipt of a request for an extension of time the Contracting Officer may grant an extension of time for submittal of details and supporting documentation of not more than twenty-one (21) calendar days. Failure by the Contractor to furnish the details and supporting documentation or a request for an extension of time within the initial fourteen (14) calendar day period shall constitute a waiver of the claim.

In presenting the claim and supporting documentation, the Contractor shall specifically include, to the extent then possible, the following:

1. A narrative which includes:
 - a. A brief summary of the claim and the facts pertinent to the claim; and

- b. The application of the provisions of the Contract to the claim under the basis it is made; and
 - c. Description of the relative responsibilities of each party giving rise to the claim; and
 - d. A description of the connection between the relative responsibilities of the parties resulting in damage under the claim.
- 2. Supporting documentation to the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information.
- 3. Quantitative analysis and presentation of requested additional compensation and/or the additional time including:
 - a. A summary of additional compensation and/or additional time requested; and
 - b. Calculations, subcalculation, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

The Contractor must show that it suffered damages and/or delays; that those conditions were actually a result of the acts, event or condition complained of; and that the Contract provides entitlement to relief to the Contractor for such acts, events, or conditions. No subcontractor claim will be considered or allowed unless the Contractor is injured, agrees the claim is valid, and has paid the subcontractor for the matters in dispute. The Contracting Officer reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the claim. The Contractor agrees to provide AHFC such additional information within thirty (30) calendar days of receipt of such a request. Failure to furnish such additional information may be regarded as a waiver of the claim.

Any claim submitted to the Contracting Officer **MUST** contain a certification from the Contractor stating that:

- 1. The claim is made in good faith;
- 2. The Contractor's supporting data is accurate and complete; and
- 3. The amount requested as a result of the controversy accurately reflects the amount for which the Contractor believes AHFC is liable.

Following submission of all required information to the Contracting Officer, a written decision will be issued. This written decision will be issued by the Contracting Officer no more than ninety (90) days after receipt of all information deemed necessary from the Contractor, the Contract Administrator, and other sources as determined appropriate by the Contracting Officer. The Contractor will be served a copy of the Contracting Officer's written decision. Before issuing the decision, the Contracting Officer will review the facts relating to the controversy and obtain necessary assistance from legal, fiscal, and other essential advisors. The decision will include:

- 1. A description of the controversy;
- 2. Reference to the pertinent Contract provisions; and
- 3. A statement of the reasons supporting the decision.

B. AHFC'S Claims Procedures: If the Contract Administrator becomes aware of any act,

occurrence or omission which may form the basis of a claim by AHFC that the Contractor has failed to comply with any requirement existing under this Contract, the Contract Administrator may submit a written notice to the Contractor identifying the general nature and basis of the claim at any time before final payment is made by AHFC.

This claims procedure does not in any way limit any other remedies available to AHFC under any other provision of this Contract or the law, including but not limited to enforcement of warranties.

If AHFC's claim is not disposed of by meetings between the Contractor and the Contract Administrator which results in Contract within thirty (30) calendar days, provided additional time is not noticed in writing by the Contract Administrator, a formal written decision on the disposition of AHFC's claim shall be issued by the Contract Administrator. The Contract Administrator's decision is final and conclusive unless, within fourteen (14) calendar days of service of the Contract Administrator's decision, the Contractor delivers a written notice of claim to the Contracting Officer.

In presenting the Contractor claim, disputing the Contract Administrator's decision, to the Contracting Officer, the Contractor shall specifically include, to the extent then possible, the following:

1. A narrative which includes:
 - a. A brief summary of the claim and the facts pertinent to the claim; and
 - b. The application of the provisions of the Contract to the claim under the basis it is made; and
 - c. Description of the relative responsibilities of each party giving rise to the claim; and
 - d. A description of the connection between the relative responsibilities of the parties resulting in damage under the claim.
2. Supporting documentation to the narrative including schedules, graphs, charts, photographs, and any other pertinent documents or information.
3. Quantitative analysis and presentation of requested additional compensation and/or the additional time including:
 - a. A summary of additional compensation and/or additional time requested; and
 - b. Calculations, subcalculation, cost data and documents including proof of expenditures to support the claimed additional compensation and/or additional time.

The Contracting Officer reserves the right to make written request to the Contractor at any time for additional information which the Contractor may possess relative to the claim. The Contractor agrees to provide AHFC such additional information within thirty (30) days of the request. Failure to furnish such additional information may be regarded as a waiver of the claim.

Any claim submitted to the Contracting Officer MUST contain a certification from the Contractor stating that:

1. The claim is made in good faith;
2. The Contractor's supporting data is accurate and complete; and
3. The amount requested as a result of the controversy accurately reflects the amount for which the Contractor believes AHFC is liable.

Following submission of all required information to the Contracting Officer, a written decision will be issued. This written decision will be issued by the Contracting Officer no more than ninety (90) days after AHFC's receipt of all information deemed necessary from the Contractor, Contract Administrator, and other sources as determined appropriate by the Contracting Officer. The Contractor will be served a copy of the Contracting Officer's written decision. Before issuing the decision, the Contracting Officer will review the facts relating to the controversy and obtain necessary assistance from legal, fiscal, and other essential advisors. The decision will include:

1. A description of the controversy;
2. Reference to the pertinent Contract provisions; and
3. A statement of the reasons supporting the decision.

- C. **Work Continuation and Payment.** Unless otherwise agreed in writing, the Contractor shall carry on the work and maintain the schedule of work pending the resolution of any dispute.

The Contractor shall have the right to dispute the Contract Administrator's decisions described in this section under the dispute provisions of this Contract, except if the Contractor has failed to submit its claim within the time provided, or has failed to request and receive an extension of such time from AHFC, they shall have no such right to review.

In arriving at the amount due the Contractor under this section, there shall be deducted:

1. All previous payments made to the Contractor for the performance of work under the Contract prior to termination;
2. Any claim or set off which AHFC may have against the Contractor;
3. Any claim by the Contractor for work performed negligently, or in any manner inconsistent with the Contract requirements, which was not accepted by AHFC;
4. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold pursuant to the provisions of this section and not otherwise recovered by or credited to AHFC; and
5. All partial payments made to the Contractor under the provisions of this section.

AHFC will, from time to time under such terms and conditions as it may prescribe, make partial payments on account against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contract Administrator the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder, otherwise the Contractor shall not be entitled to receive further payments until final settlement is reached.

Where the work has been terminated by AHFC, this termination shall not affect or terminate any of the rights of AHFC against the Contractor or its surety then existing or which may thereafter accrue because of such termination. Any retention or payment of monies by AHFC due to the Contractor under the terms of the Contract shall not release the Contractor or its surety from liability.

Unless otherwise provided for in the specifications or the Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three (3) years after final settlement under this Contract, shall preserve and make available to AHFC at all reasonable times at the office of the Contractor, all its books, records, documents, and other evidence bearing on the cost and expenses of the Contractor under this Contract and relating to the work terminated hereunder.

ARTICLE 14. TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by AHFC in accordance with this section in whole or in part, whenever, for any reason AHFC, through its Contracting Officer or Contract Administrator, shall determine that such termination is in the best interest of AHFC. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying termination is for the convenience of AHFC, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by the Contract Administrator, 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 or provide no further services, 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. With the approval or ratification of the Contract Administrator, to the extent they may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or in part, in accordance with the provisions of the Contract;
- E. Submit to the Contract Administrator a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contract Administrator;
- F. Transfer to the Contract Administrator 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 AHFC; and

- G. Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which AHFC has or may acquire any interest.

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

When AHFC orders termination of work under this Contract effective on a certain date, all completed units of work within each pay item as of that date will be paid for at the Contract unit price, if any, subject to the express limitations applying to cost reimbursement as outlined below. Payment for partially completed work will be made either at agreed prices or by time and materials methods as described in this Contract, subject to the express limitations applying to cost reimbursement as outlined below.

After receipt of a Notice of Termination, the Contractor shall submit to the Contract Administrator, its claim for additional damages or costs not covered above or elsewhere in this Contract. The intent of negotiating this claim would be an equitable settlement figure to be reached with the Contractor. In no event, however, will the following costs or damages be deemed reimbursable, and the Contractor expressly waives any right or entitlement to claim for such costs or damages:

- A. Loss of anticipated profits, including any claim for damages flowing from such loss of anticipated profits;
- B. Any profit on the completed portions of the Contract, if AHFC reasonably determines that the Contractor would have incurred a loss had the entire Contract been completed;
- C. Any costs associated with bid preparations;
- D. Any costs associated with general and administrative expenses (G&A), or any other indirect cost, as defined in 48 CFR 31.203(10-1-96), as amended, not expressly identified herein;
- E. Any legal fees incurred in conjunction with the Contractor's performance on the Contract including, but not limited to, legal fees incurred in conjunction with the preparation of any claim, incurred prior to the effective date of the termination for convenience; and
- F. Any costs associated in any way with the Contractor's preparation of its termination for convenience settlement claim including, but not limited to, legal fees, expert fees, accounting fees, copying fees, or any other direct or indirect cost associated with the preparation of the settlement claim.

The Contractor's termination claim shall be submitted promptly, but in no event later than ninety (90) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator upon request of the Contractor made in writing within the ninety (90) day period. Upon failure of the Contractor to submit its termination claim within the time allowed, the Contract Administrator may determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and will thereupon pay to the Contractor the amount so determined.

The Contractor and the Contract Administrator may agree upon whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this section. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

In the event of the failure of the Contractor and the Contract Administrator to agree in whole or in part, as provided herein, as to the amounts with respect to costs to be paid to the Contractor in connection with the termination of work, the Contract Administrator will determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and will pay the Contractor the amount determined as follows:

- A. All costs and expenses reimbursable in accordance with the Contract not previously paid to the Contractor for the performance of the work prior to the effective date of the Notice of Termination;
- B. So far as not included under Paragraph A. above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract. However, in no event shall the Contractor be entitled to legal fees or other costs associated with the pursuit or defense of any claims associated with work performed under such subcontracts.
- C. The reasonable costs of settlement with respect to the terminated portion of the Contract, to the extent that these costs have not been covered under the payment provisions of the Contract.

ARTICLE 15. TIME IS OF THE ESSENCE

It is hereby understood and mutually agreed by and between the Contractor and AHFC, that the date of beginning and the time for completion, for each phase to be performed under this Contract, are essential conditions of this Contract. It is further mutually understood and agreed that the Contractor shall vigorously prosecute the work to completion. The Contractor shall proceed only after Notice to Proceed has specifically been issued by AHFC. In no event shall AHFC be liable for costs or changes, including loss of anticipated profit, for those portions of the work for which a Notice to Proceed was not issued. It is expressly understood and agreed by and between the Contractor and AHFC that the time for completion of the work described herein is reasonable time for the completion of same, taking into consideration the climatic range and conditions prevailing in the project locality.

It is further agreed that time is of the essence for each and every portion of this Contract for the performance of any portion of the work whatsoever including any changes in the work; and that where under the Contract additional time is allowed for completion of any phase of the work, the new time limit fixed by such extension shall be of the essence of this Contract.

When the Contract completion time, including interim completion schedules or milestones, is specified as a fixed calendar date, it shall be the date on which all work on the project or included in the interim schedule or milestone shall be totally complete.

If the Contract term ends on a weekend or State holiday, AHFC shall have the sole discretion to extend the contract term, without executing a change order, to the end of the next business day.

ARTICLE 16. WARRANTY

The Contractor agrees that all materials and equipment incorporated into any work covered by the Contract shall conform to the Contract documents and will be new, unless otherwise specified, and will be of the most suitable grade of their respective kinds of their intended use and operations. Upon receipt by the Contractor, within the applicable warranty period, of written notices from AHFC of any defect or failure to conform to the Contract of any such equipment, materials or labor, the Contractor agrees to repair, replace or make good the item(s) supplied hereunder at no cost to AHFC, including any damage to the work which results from the defect, and/or failure to conform. Such repair or replacement shall take place at a time which is consistent with AHFC's operating schedule, and shall be completed no later than five (5) working days after written notice is given to the Contractor, unless good cause is shown why a longer time frame is needed. In the event immediate action reasonable appears to be necessary to avoid a threat to life or property, AHFC may undertake warranty work itself, and the Contractor shall be responsible for all costs incurred by AHFC for labor and materials for such warranty work. The warranty period will be one (1) year from the date of acceptance by AHFC.

ARTICLE 17. CHANGES AND TIME EXTENSIONS

- A. **Change Orders:** Unless otherwise required, the Contractor shall, within seven (7) calendar days following receipt of a Request for Proposal (RFP) or directive for changes in the work submit in writing to the Contract Administrator a proposal for accomplishing such change or extra work. The proposal shall set forth any increase or decrease in cost to AHFC in comparison to such cost had such change or extra work not been authorized. The proposal shall state the basis of compensation for all work in connection with any such changes or extra work. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract. If the facts justify it, after receipt of a written request from the Contractor within the seven (7) day period identified above, the Contract Administrator may extend the period for submission of the Contractor's proposal.

Sufficient detail shall be given in said proposal to permit thorough analysis of the proposal by the Contract Administrator. This detail must be provided regardless of the method used to determine the basis for compensation outlined in the General Terms and Conditions at Paragraph 8 (HUD Form 5370-EZ). Unless otherwise directed, the detail shall permit an analysis of all materials, labor, equipment and overhead costs as well as profit, and shall cover all work involved to accomplish the change, whether deleted, added or changed.

- B. **Time Extensions:** When change orders or delays are experienced by the Contractor, and the Contractor requests an extension of time under one or more of the Contract clauses, the Contractor shall submit a written Time Impact Analysis (TIA) illustrating the influence of each change or delay on the Contract completion date or milestones, utilizing the current updated project schedule.

Each TIA shall include a fragnet demonstrating how the Contractor proposes to incorporate the change order or delay into the project schedule. A fragnet is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule to demonstrate the influence of delay and the method for incorporating delays and impacts into the schedule as they are encountered.

The following procedures shall be utilized when preparing a TIA:

1. Update the schedule at the time the change order or unexpected event occurs, without

considering the change order or unexpected event, or the change order or unexpected event's impact on the schedule.

2. Study the scope of the change (alleged or directed) or the extent of the delay encountered. Review all Contract reference material. Prepare an accurate description of the changed condition or the delay encountered. Be aware of Contract notice requirements.
3. Identify all contracting parties who are affected by the change or delay and request any participation or documentation assistance that may be necessary.
4. Review the updated schedule to determine which activities the change order or unexpected event will affect and how. Determine the scheduled start and finish dates for all affected activities.
5. Consider whether the current schedule takes into account:
 - ◆ Any pending adjustments to Contract completion dates
 - ◆ Activity in-progress status
 - ◆ Notice to Proceed for any directed changes
 - ◆ Other alleged or actual delay occurrences
6. Prepare a fragnet illustrating the sequence of the change or delay and define its relationship to the current "adjusted" schedule. Identify notice of impact and demonstrate the effect of the alleged delay on the existing schedule and the remaining activities required to be performed. Avoid exaggerating the effects of the change or delay.
7. Insert the fragnet into the current "adjusted" schedule and recalculate the schedule with the change or unexpected event.
8. Compare the un-impacted update (the current "adjusted" schedule) with the impacted update to determine the affect the unexpected event had on the updated schedule. Determine if any alternatives exist for mitigating the impact of the change or unexpected event.
9. If more than one change or delay occurs during the same period, determine and document on a chronological basis the time impact caused by *each* change order or delay encountered.
10. Prepare a written report of the overall schedule analysis and quantify the net time impact (if any) associated with each change or delay.

ARTICLE 18. ADDITIONAL REQUIREMENTS

- A. **Systems Start-Up and Testing:** The Contractor will be responsible for the initial start-up and testing of all systems and equipment.

- B. **Notice of Differing Site Conditions:** The Contractor's obligation to give "prompt notice" of a differing site condition shall mean that the Contractor shall give written notice of the differing site condition to AHFC by hand delivery or by facsimile (fax) transmittal within forty-eight (48) hours of discovery.
- C. **Submittals:** The Contractor shall provide with each required submittal a certificate attesting that the products or materials to be provided are (1) currently and readily available, (2) not obsolete or discontinued, and (3) not to be discontinued or deleted from the supplier or manufacture's stock within the next calendar year.
- D. **Submitting As-Built Drawings and Operations and Maintenance Manuals:** The Contractor's obligation to give "accurate information to be used in the preparation of permanent as-built drawings" shall mean that the Contractor shall provide all such accurate information to AHFC within five (5) days of the Contractor's notice of final completion. AHFC will not consider any final pay request from the Contractor, nor will any other monies be due to the Contractor, until AHFC has received all such accurate information to be used in the preparation of permanent as-built drawings.

The Contractor will collect all written and executed warranties and deliver them to AHFC with the request for final inspection. Final operations and maintenance manuals will be delivered prior to the final completion date. AHFC will not consider any final pay request from the Contractor, nor will any other monies be due to the Contractor, until AHFC has received all such written warranties and operations and maintenance manuals. Any and all costs incurred by AHFC, or the A/E, in revising unacceptable O&M manuals will be offset from the Contractor's final pay request.

- E. **Additional Remedies for Breach of Section 3 Requirements:** In addition to the remedies available for any breach by the Contractor of its obligations as set forth in Subsection F below, if AHFC determines the Contractor has breached any Section 3 requirement, AHFC may withhold progress payments pending compliance if deemed appropriate by AHFC, or cancel, terminate for default, or suspend the Contract in whole or in part.
- F. **Additional Requirements Pertaining to Insurance:** The Contractor agrees that for all insurance policies required to be maintained by the Contractor, the Contractor will name AHFC as additional insured for Commercial General Liability Insurance and Automobile Liability Insurance. The Contractor agrees to obtain a waiver, where applicable, of all subrogation rights against AHFC, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor, or anyone directly or indirectly employed by them.
- G. **Additional Bases For Default:**
 - 1. AHFC may declare the Contractor to be in default in any situation where it determines that the Contractor has breached any provision of this Contract, including but not limited to any of the following reasons:
 - a. Failure of the Contractor to begin work within the time specified in the Contract or as otherwise specified by AHFC;
 - b. Failure of the Contractor to perform the work with sufficient labor, equipment, or material to insure the timely completion of the work in accordance with the Contract's requirements;

- c. Unsatisfactory performance of the work;
 - d. Failure or refusal of the Contractor to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - e. Discontinuance of the work without approval by AHFC;
 - f. Failure of the Contractor to resume work, which has been discontinued, within a reasonable time after notice by AHFC to do so;
 - g. Insolvency or bankruptcy of the Contractor;
 - h. Any assignment of this Contract by the Contractor for the benefit of creditors;
 - i. Failure or refusal of the Contractor to, within ten (10) days of payment by AHFC, make payments or show cause why payment should not be made, of any amounts due by the Contractor for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered; or
 - j. Failure by the Contractor to protect, repair, or pay for any damages or injuries to persons or property.
 - k. Failure by Contractor to remove from the job site any personnel of the Contractor or its subcontractors whom the Contract Administrator determines to be incompetent, dishonest, careless, inexperienced in work he/she is responsible for performing, negligent or uncooperative.
2. AHFC may declare default and terminate the Contract, in whole or in part, for any reason set forth above, or any other reason permitted under this Contract or by law, by providing written notice of such to the Contractor.
3. Should AHFC declare default and terminate the Contract in whole or in part for any reason set forth in this article, AHFC may, in addition to any other rights and remedies provided in this Contract, procure, upon such terms as it deems proper, services similar or identical to those terminated, and the Contractor or the Contractor's surety shall be liable to AHFC for all excess costs incurred by AHFC for obtaining such similar or identical work included within the terminated portion of the Contract. Such costs shall also include AHFC's additional administrative, procurement, and labor costs necessarily incurred.
4. If the Contract is terminated for default, AHFC may, in addition to any other rights and remedies provided in this Contract, require the Contractor to transfer title and deliver immediately, in a manner required by AHFC, such partially completed work, including where applicable, reports, working papers and other documents that the Contractor, or its agents or subcontractors, have produced or acquired in its performance of the Contract. Payment for partially completed work shall be made in an amount deemed reasonable and appropriate by AHFC. AHFC may withhold from such payments amounts deemed necessary by AHFC to offset against additional costs or loss reasonably anticipated to occur.

5. The rights and remedies set forth in this article are in addition to any and all other rights and remedies available to AHFC under this Contract and law.
6. AHFC's failure to exercise any right or remedy provided under the Contract shall not constitute a waiver of AHFC's rights and remedies in the event of any breach of Contract, default or subsequent event of breach of Contract or default. Consent or notice by AHFC for one event may not be construed as consent or notice in the future.

ARTICLE 19. SUBCONTRACTS AND ASSIGNMENTS

- A. Any assignment consented to by AHFC shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee expressly agrees to be legally bound by all of the terms and conditions of this Contract and to assume the duties, obligations, and responsibilities being assigned. AHFC retains the sole and absolute right to withhold its consent for any requested assignment for any reason whatsoever. Any assignment entered into without AHFC's prior written consent shall be void.
- B. The Contractor shall not enter into any subcontract with any person or entity to perform all or any part of the work required under this Contract without first receiving the prior written consent of AHFC. AHFC retains the sole and absolute right to withhold its consent for approval of any proposed subcontractor for any reason deemed by AHFC to be in its best interest.

ARTICLE 20. JURISDICTION AND VENUE

This Contract is governed by the laws of the State of Alaska. Any judicial action between the Contractor and AHFC arising out of this Contract shall be under the jurisdiction of and heard by the District or Superior Court, Third Judicial District at Anchorage, State of Alaska. Disputes will be governed by any applicable provisions of AHFC regulations, and the Disputes section, Article 13, of this Supplement to the General Terms and Conditions of this Contract.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS we, the undersigned _____ as Principal, and as the Surety, are hereby held and firmly bound unto the Alaska Housing Finance Corporation 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 the Alaska Housing Finance Corporation a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the _____ project, _____, in _____ Alaska, as required by the Contract documents.

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternative,
- (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 shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be voided, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any claims hereunder shall, in no event, exceed the 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 bond 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 corporation seals to be hereto, affixed and these present to be signed by their proper offices, the day and year first set forth below.

Signed this ____ day of _____, 20____.

_____(SEAL)

By: _____

Title _____

_____(SEAL)

By: _____

Address of Surety:_____

Local Agent:_____

Address of Local Agent:_____

Phone No of Local Agent:_____

NOTE: Bidder must attach Power of Attorney with Bid Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractors, and _____
(Here insert full name and address)

_____ legal title
or Surety) as Surety, herein-after called Surety, are held and firmly bound unto the Alaska
Housing Finance Corporation as Obligee, hereinafter called Owner, in the amount of
_____ Dollars (\$_____),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into
a contract with Owner, which contract is by reference made apart hereof, and is hereinafter
referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if Contractor shall
promptly and faithfully perform said Contract, then this obligation shall be null and void;
otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or modification of the Contract or extension
of time made by the Owner.

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

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

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this _____ day of _____, 20__.

_____(SEAL)
Principal

Witness

Signature Title

_____(SEAL)
Principal

Witness

Signature Title

_____(SEAL)
Principal

Witness

Signature Title

Address of Surety

Local Agent

Address and Phone Number of Local Agent

CERTIFICATION AS TO CORPORATION PRINCIPAL

I, _____, certify that I am the
_____ of the corporation
named as Principal in the within bond; that _____
who signed the said bond on behalf of the Principal, was then _____ of the
Corporation; that I know his signature, and his signature thereto is genuine; that said bond
was duly signed, sealed and attested for and on behalf of said corporation by authority of its
Board of Directors.

(Title)

(CORPORATE SEAL)

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and _____
(Insert legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the Alaska Housing Finance Corporation (AHFC), as Obligee, for the use and benefit of claimants as herein below defined in the amount of _____ Dollars (\$_____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement, dated _____, 20____ entered into a contract with AHFC which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use, in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a subcontractor of the Contractor for labor, materials, or both, used or reasonably required for use in the performance of the Contract, labor and materials being construed to include that part of water, power, gas, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree that every claimant as herein defined, who has not been paid in full before the expiration of this period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimants, may sue on this bond for the use of such claimant in the name of AHFC, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, AHFC shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant

- (a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to the Contractor within ninety (90) days after such claimant performed the last of the work or labor, or furnished the last of the materials for which such claim is made, stating with substantial accuracy the amount claimed, and the name of the party for whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Contractor at any place where the Contractor maintains an office or conducts business, or the Contractor's residence, or in any manner in which the aforesaid project is located, save that such notice need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which the Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by or contrary to Alaska Statute 36.25.020 or any other law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation consistent with and permitted by such law.
- 4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20__.

(SEAL)
Principal

Witness

Signature Title

(SEAL)
Principal

Witness

Signature Title

(SEAL)
Principal

Witness

Signature Title

Address of Surety

Local Agent

Address and Phone Number of Local Agent

CERTIFICATION AS TO CORPORATION PRINCIPAL

I, _____, certify that I am the _____ of the corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then the _____ of said the corporation; that I know his/her signature, and his/her signature thereto is genuine; that said bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its Board of Directors.

(Title)

(CORPORATE SEAL)

The rate of premium on this bond is
Dollars (\$_____) per thousand.

Total amount of premium charged
Dollars (\$_____) per thousand.

"General Decision Number: AK20250003 01/31/2025

Superseded General Decision Number: AK20240003

State: Alaska

Construction Type: Residential

Counties: Denali, Fairbanks North Star, Nome, North Slope, Northwest Artic, Southeast Fairbanks and Yukon-Koyukuk Counties in Alaska.

Area 1 (Boroughs of Northern Alaska above 62 degrees North Latitude)

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<div><div>Executive Order 14026 generally applies to the contract.</div><div>The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</div></div>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<div><div>Executive Order 13658 generally applies to the contract.</div><div>The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</div></div>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/31/2025

* ENGI0302-004 01/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1)Backhoe: 3 yards and under.....	\$ 53.23	29.50
(1)Bulldozer.....	\$ 53.23	29.50
(1)Mechanic.....	\$ 53.23	29.50
(1)Motor Patrol Graders.....	\$ 53.23	29.50

(1)Rollers: Asphalt.....	\$ 53.23	29.50
(1A)Backhoe: Over 3 yards...	\$ 55.33	29.50
(3)Rollers: Other than		
Plantmix.....	\$ 51.46	29.50

PAIN1959-005 12/01/2017

	Rates	Fringes
Painters:.....	\$ 24.14	21.09
Brush.....	\$ 23.97	20.29

* SUAK1996-001 06/25/1996

AREA 1

	Rates	Fringes
CARPENTER.....	\$ 25.05	7.80
ELECTRICIAN.....	\$ 23.38	
Laborer, General.....	\$ 16.18 **	6.30
Plumbers and Pipefitters.....	\$ 27.17	6.20
Power Equipment Operator		
Loader.....	\$ 24.61	8.06

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination

- c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

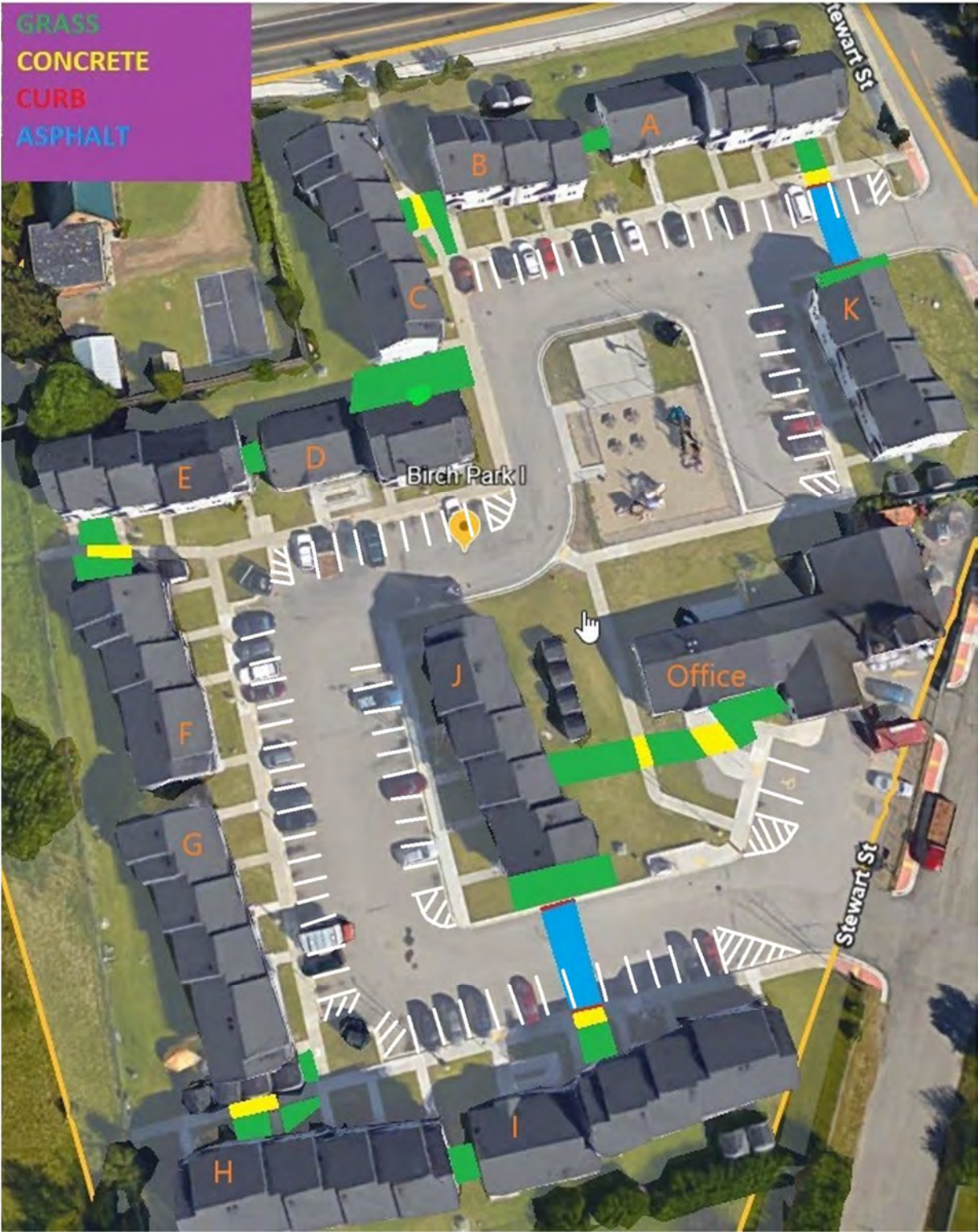
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

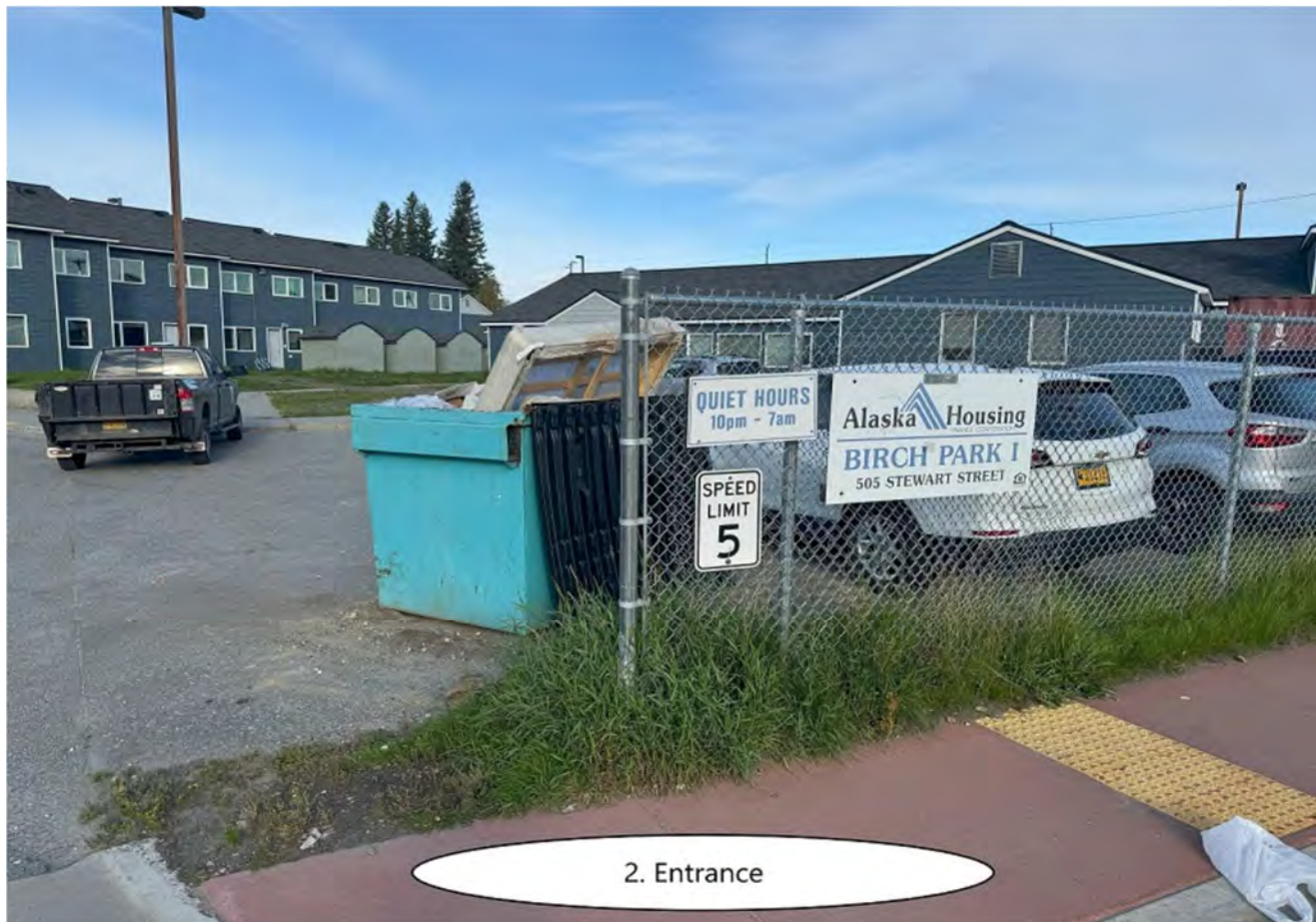
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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END OF GENERAL DECISION"









6. J from I





8. I from J



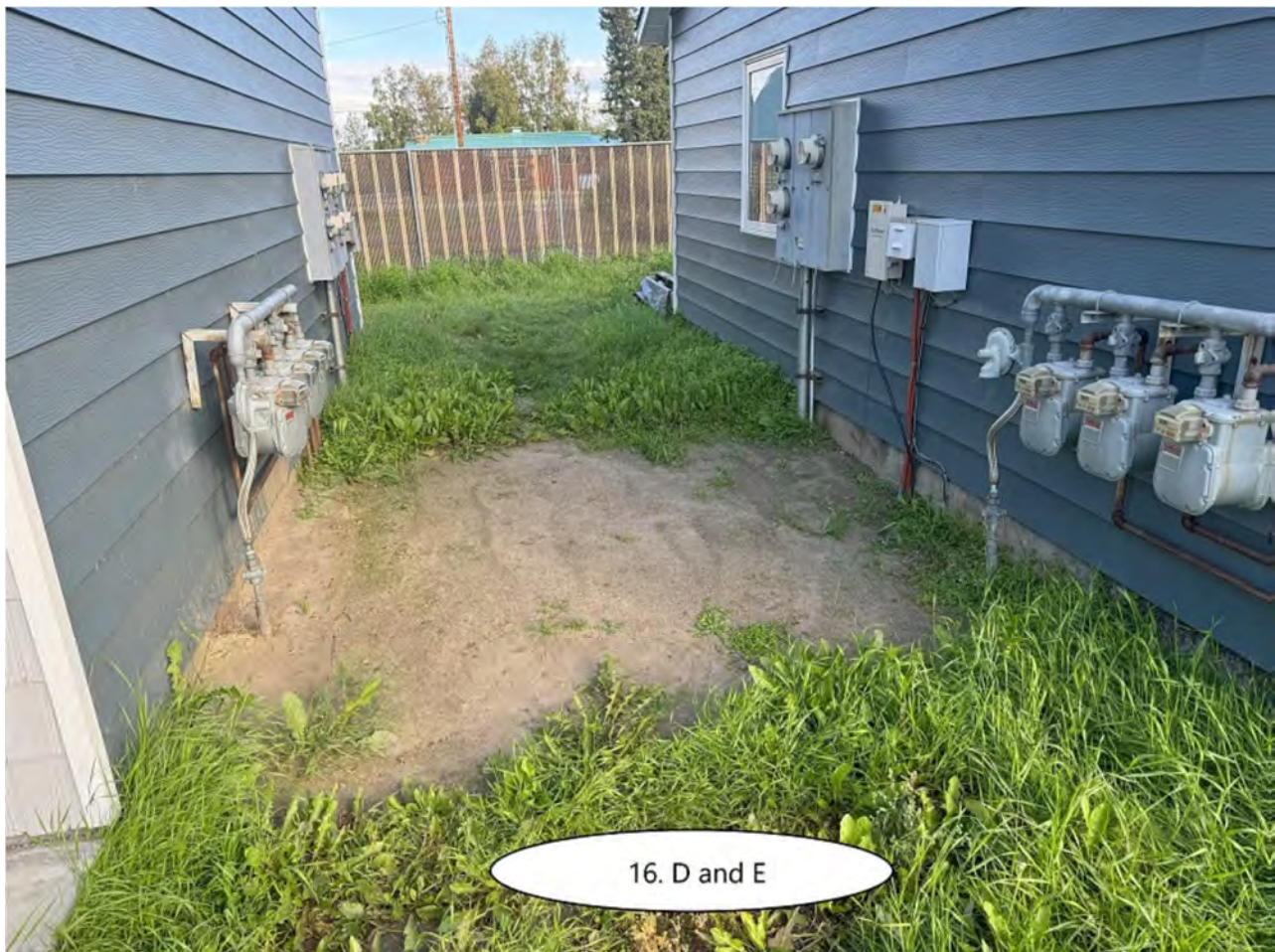
9. H and G













18. C and D



