



**Request for Proposals (RFP): # SCF24-1140**

**4973 Eagle Street Structural Repairs**

**RFP Release Date: June 26, 2024**

*SCF Contracts Department  
7033 East Tudor Road  
Anchorage, AK 99507*

*RFP Administrator, Kate Lynch  
Phone: 907-729-3007*

*E-Mail: [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com)*

**Important Notice:** See Section 2.3.

You must email the SCF RFP Administrator at [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) to register and provide Proposer qualifications. Failure to do so may result in the rejection of your proposal.

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**EXHIBITS:**

- EXHIBIT A: Scope of Services
- EXHIBIT B: Proposal Offer and Signature Page
- EXHIBIT C: Statement of Bidder Qualification
- EXHIBIT D: Form of Non-Collusive Affidavit
- EXHIBIT E: Sample Agreement – AIA A104-2017
- EXHIBIT F: Permit Drawings - 4973 Eagle Repairs 5-14-24
- EXHIBIT G: Commercial Building Permit & Receipt

## **Section 1. Background and History**

### **1.1 SCF History**

Southcentral Foundation (SCF) is an Alaska Native-owned, nonprofit health care organization serving nearly 65,000 Alaska Native and American Indian people living in Anchorage, Matanuska-Susitna Valley and 60 rural villages in the Anchorage Service Unit. Incorporated in 1982 under the tribal authority of Cook Inlet Region, Inc. (CIRI), SCF is the largest of the CIRI nonprofits, employing more than 2,000 people in more than 80 programs.

### **1.2 Vision and Mission Statement**

SCF's vision is a Native Community that enjoys physical, mental, emotional, and spiritual wellness; its mission is to work together with the Native Community to achieve wellness through health and related services. The organization has developed and implemented comprehensive health-related services to meet the changing needs of the Native Community to enhance culture, and empower individuals and families to take charge of their lives.

### **1.3 SCF Facilities**

SCF offers a wide range of health and wellness services for Alaska Native and American Indian people living in Anchorage and the Matanuska-Susitna Borough, and nearby villages. They also provide regional support to residents of 55 rural villages in the Anchorage Service Unit, a geographical area stretching 107,400 square miles across Southcentral Alaska – extending from the Canadian border on the east to the Aleutian Chain and Pribilof Islands on the west.

## Section 2. General Information

### 2.1 Purpose of the Request for Proposal (RFP)

SCF is soliciting detailed proposals from qualified contractors or companies interested in providing management and construction services by serving as the General Contractor (GC) for the structural repairs in accordance with Exhibit F: Permit Drawings dated 5/14/24, located at 4973 Eagle Street in Anchorage, Alaska 99503.

The Scope of Work is provided as Exhibit A to this RFP.

### 2.2 Contract Period

The contract term shall begin with the selection of a winning Proposer in July 2024 and work must be completed prior to October 15, 2024. The contractor shall ensure the snow load on the roof remains under 15 pounds per square foot until completion of the project if contractor fails to meet this deadline.

### 2.3 Proposer Registration

Proposers must register with the SCF RFP Administrator by emailing [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) **no later than July 22, 2024.**

Include the RFP Number and title in the subject line of the email when you register and provide:

- Proposer contact name, title, email, phone, and address.
- Qualifications including:
  - past performance on projects of similar size and scope that included structural improvements valued over \$500,000 or prior project experience with SCF
  - summary of key personnel and their years of relevant experience
  - list any specific qualifications
  - 3 project-related references – contact information and period of contract

Failure to register with the SCF RFP Administrator by the above deadline may result in the rejection of your Proposal.

Please visit the SCF website frequently during the RFP process for up-to-date information, including revised RFPs, changes to the schedule, notices, and question/comment responses, etc. SCF will not be providing updated information via email.

### 2.4 SCF RFP Administrator

Any questions regarding this RFP should be addressed and/or delivered to:

SCF Contracts Department  
7033 East Tudor Road  
Anchorage, AK 99507  
Attention: Kate Lynch  
Email: [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com)  
Phone: 907-729-3007

## Section 3. Request for Proposal Details

### 3.1 RFP Schedule

This RFP will follow the schedule in Table 1, RFP Schedule, below; SCF reserves the right to modify this schedule.

RFP Release Date	<i>June 26, 2024</i>
Deadline for Registration and qualifications submittal	<i>July 5, 2024 by 3PM Alaska time</i>
Site Visit and Pre-Proposal meeting	<i>July 10, 2024 at 2PM Alaska time</i>
Deadline to Submit Questions	<i>July 15, 2024 by 3PM Alaska time</i>
Proposal Due Date	<i>July 22, 2024 by 3PM Alaska time</i>
Anticipated Notice of Award	<i>July 26, 2024</i>
Anticipated Notice to Proceed	<i>August 1, 2024</i>
Final Project Completion	<i>October 15, 2024</i>

Table 1. RFP Schedule

### 3.2 Deadline for Receipt of Proposals

Proposals must be submitted no later than the proposal due date and time. Proposers are fully responsible for timely delivery of proposals. Any proposal received after the stated closing time will be returned. The Proposer is responsible for assuring actual delivery of the proposal to the email address referenced in Section 2.4, before the advertised date and hour located in Section 3.1. Any proposals received prior to the deadline will be confirmed by a non-system generated response from the SCF RFP Administrator.

### 3.3 Other Licenses and Registrations Requirements

All Proposers must hold a valid Alaska Business License.

All Proposers are required to hold all necessary applicable professional licenses and registrations required by Federal, State, Municipality or Borough law and proof of such shall be submitted with each proposal. Obtaining and ensuring compliance to all licensing and registration requirements is the responsibility of the Proposer.

### **3.4 Conflict of Interest and Restrictions**

If Proposer, Proposer's employee, subcontractor, or any individual providing services under contract to SCF has a perceived or material conflict of interest affecting the objectivity, analysis, and/or performance under contract, the Proposer is required to submit details in writing to SCF within ten (10) days of issuance of this RFP. SCF will determine if the conflict is significant and material and if so, may notify the Proposer in writing of elimination from the RFP process.

### **3.5 Addendum to the RFP and Right to Award**

SCF reserves the right to issue written addendums to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of the proposals.

SCF reserves the right to not award or cancel the award of the contract to a Proposer who will not agree to all provisions, terms, and conditions as contained within this RFP.

### **3.6 Cancellation of the RFP**

SCF retains the right to cancel the RFP process if it is in SCF's best interest. SCF will not be responsible for costs incurred by Proposers for proposal preparation.

### **3.7 Contract Negotiations**

This RFP does not obligate SCF or the selected Proposer until a contract is signed and approved by both parties. Upon completion of the evaluation process, contract negotiations may commence. If the selected Proposer fails to provide necessary information for negotiations in a timely manner and/or negotiate in good faith, SCF may terminate the award of the contract. SCF will not be responsible for costs incurred by the Proposer resulting from contract negotiations.

SCF reserves the right to include additional terms and conditions during contract negotiations. However, these terms and conditions must be within the scope of the original RFP and will be limited to price, clarification, definition, administrative, and legal requirements.

### **3.8 Performance Bonds and Surety Deposits**

Project Bonding Requirements:

All bidders shall submit a cashier's check or a bid bond, using form AIA A310-2010, in the amount of five percent (5%) of the bid amount listed for item A on Exhibit B: Proposal Offer and Signature Page. Bid Bond to be underwritten by a surety qualified to issue bonds in the State of Alaska guaranteeing the signing of the contract for construction in the amount of the Proposer's offer as defined above. Successful bidder shall furnish a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond on forms AIA A312-2010 with a qualified corporate surety for construction services.

## Section 4. Instructions for Proposers

### 4.1 Proposer's Review and Substantive Questions

Proposers should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarification. Proposers may submit these comments and/or questions in writing to SCF's RFP Administrator as directed in Section 2.4 of this RFP. This will allow time for written response, clarification, or an addendum to the RFP to be issued, if required, to all Proposers.

Proposers may not rely upon verbal responses made by any SCF employees or any representatives of SCF.

Proposers who contact any other SCF employee regarding this RFP may be disqualified. Proposers have no claim against SCF for failure to obtain information made available by SCF and are solely responsible for conducting their own research, due diligence, or other work necessary for the preparation of proposals, negotiation of agreements, or delivery of services pursuant to any agreement.

### 4.2 Filing a Protest

A Proposer may protest the award of a contract or the proposed award of a contract. The protest must be filed in writing, addressed to the SCF RFP Administrator, and include the following information:

- The name, address, and telephone number of the protester.
- Signature of the protester or the protester's representative.
- Identification of the RFP.
- Detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- Form of relief requested.

Protests must be submitted to SCF RFP Administrator within (5) five business days of Notice of Award date, as provided in Section 3.1 of this RFP. Only Proposers that submitted a valid proposal may file a protest.

### 4.3 Proposal Requirements

- A. SCF requests Proposers submit (1) one proposal consisting of Proposer's detailed plan for provision of services.
- B. Proposers may not submit more than (1) one proposal.
- C. A proposal's content will not be disclosed to other Proposers.
- D. All proposals and other material submitted become the property of SCF.
- E. SCF assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.



- F. SCF discourages excessive or costly proposals. All costs incurred by Proposers in preparing and submitting a proposal are the Proposer's responsibility and shall not be charged to SCF or reflected as an expense of the resulting contract.
- G. It is the responsibility of the Proposer to indicate within their proposal the applicability and compliance required of any other Federal, state, municipal, or other governmental statutes, regulations, ordinances, acts, and/or requirements.
- H. In the event that only one proposal is received, SCF reserves the right to restructure the RFP and/or extend the due date of proposals.

#### **4.5 Proposal Submission**

Proposers are required to submit one (1) PDF electronic copy of their proposal. The Proposer is responsible for assuring actual delivery of the proposal by email to [SCFContracts@southcentralfoundation.com](mailto:SCFContracts@southcentralfoundation.com) before the advertised date and hour specified in Section 3.1.

The subject line should read, "SCF24-1140 – 4973 Eagle Street Structural Repairs Proposal".

#### **4.6 Proposal Withdrawal and Correction**

A proposal may be either corrected or withdrawn by submitting a written request to the SCF RFP Administrator prior to the Proposal Due Date and time in Section 3.1, Table 1. In the case of a request to correct a proposal the revised proposal must be submitted at the time of request and receipt confirmed by a non-system generated response from the SCF RFP Administrator.

## Section 5. Format for Proposals

### 5.1 Proposal Content and Format

The proposals should be compiled in a professional manner, organized exactly in accordance with this section, with page numbers in bottom righthand corner of footer. Proposers should respond directly to the evaluation criteria for this project; generic marketing information is not acceptable. Additional material (other than that requested below) is not required or desired. Clarity and brevity are encouraged. 11pt minimum font, Aptos – all pages; document should be “portrait” orientation format.

Please limit proposal response for Response to Criteria to 5 pages total. Title page, Cover Letter, Licenses/Certificates, Key Personnel Resumes, and Forms are not included in the total page limit.

Section 1, Title page.....	1 page, maximum
Section 2, Cover Letter.....	1 page, maximum
Section 3, Response to Criteria.....	Comply with overall page limit
Section 4, Key Personnel Resumes.....	1 page, maximum (each)
Section 5, Licenses/Insurance Certificates.....	not included in page limit
Section 6, Form of Non-Collusive Affidavit (notarized).....	not included in page limit
Section 7, Proposal Offer and Signature Page.....	not included in page limit

#### Proposal Section 1. Title Page

The title page (cover) should contain the following:

- RFP Name and Identification Number
- Name, title, company, mailing address, phone number, and email address of the person authorized to commit the Proposer to contractual arrangement with SCF. This person will be the Proposer’s authorized contact for all communication. Proposer may also identify an alternate Contract Administrator in case the authorized contact is unavailable.

#### Proposal Section 2. Cover Letter

Include a cover letter on Proposer letterhead stating your team’s understanding of the services to be performed and why your team is the best qualified. Describe the team makeup and organizational relationships. Letter shall be signed by the Proposer’s authorized contact.

Proposal Section 3. Response to Criteria

Proposers shall carefully review Exhibit A, Scope of Services, in preparing their proposal.

**A. Similar Project Experience (15 points)**

Provide a summary of health facilities, Alaska Native/American Indian-owned, or other projects similar in size or scope that your firm has built in the last 10 years. For each project, list the project name, project scope, construction budget, construction period, delivery method, the role your firm played in the project, the owner's name, owner contact and current phone number, A/E firm and contact with current phone number.

**B. Project Team and Key Personnel Experience (15 points)**

Provide an organizational chart describing the proposed project team and lines of communication and management. Include key personnel, subcontractors, position, responsibilities, and experience providing GC construction services on similar projects.

Provide resumes for all key personnel that will be assigned to this project. List name, title, intended role and responsibilities for the duration of the contract, educational background, specific qualifications related to role and responsibilities, past relevant experience, number of years of relevant experience, supervisory responsibilities if relevant, and a description of similar projects individual was associated with during the last five years including type of project and project cost. Each team member's resume shall not exceed two pages in length.

At a minimum, include name and role in the project for the following positions, if applicable. Add any other positions that you find critical to the success of the project.

- Contract Compliance
- Project Manager
- Superintendent
- Special Inspector

**C. Management Plan (10 points)**

Summarize how your firm will staff and organize this project. Outline what work will likely be accomplished via subcontract vs. your own resources during the construction phase.

Ensure the following items are discussed:

- Mitigation plan of self-identified project risks
- Describe the project staffing plan for construction.

**D. Quality Control (5 points)**

Provide a description of your firm's quality control process. Include a description of your firm's quality control personnel that will be used on this job and their level of authority.

**E. Capacity / Proximity to Site (5 points)**

Detail your firm's current and anticipated workload from July to October 2024 (to the extent possible). Comment on any significant issues based on your review of the provided timeline as it relates to your capacity. Indicate distance from home office to construction site.

**F. Claims History (5 points)**

A. Detail any claims, litigation, arbitration, and mediation (closed, open or pending) in the past ten years, for which the Bidder or a major subcontractor was a party. Describe the issues in dispute, the details of the resolution (if the matter is no longer pending), and the prevailing party or parties.

Proposals will be evaluated according to the questions set out below:

- 1) Did the dispute pertain primarily to acts or omissions of the Bidder or the subcontractor(s), or did it pertain primarily to problems or issues beyond the control of the Bidder or the subcontractor(s) (e.g. owner insolvency, design defects, differing site conditions)?
- 2) Did the Bidder or the subcontractor demonstrate good faith and a reasonably diligent effort to reach a compromise prior to and during the formal dispute resolution process?
- 3) Did the dispute resolution process demonstrate good business judgment by the Bidder or subcontractor(s), where the value in dispute justifies the costs of the resolution process and the delays in the exchange of monies during that dispute resolution process?
- 4) Was timely performance or quality of work by the Bidder or its subcontractor(s) a substantial issue in the dispute, and how was it resolved?
- 5) Was coordination, record-keeping, communications, or financial accounting (including support materials for progress payments) a substantial issue in the dispute, and how was it resolved?

B. Detail any known construction related issues that occurred within two (2) years of completion of a facility where proposer was involved in the design-build or design-assist project.

**G. Alaska Native/ American Indian Preference (5 points)**

Describe the nature of any Alaska Native/ American Indian Ownership of the prime firm. Also describe the extent of active professional participation by Alaska Natives and/or Native Americans on the work to be performed under this contract. Reference AN/AI Preference statement in Section 7.12

## H. Cost Proposal (40 points)

Complete and sign Exhibit B Proposal Offer and Signature Form with a time and materials not to exceed price for this scope of work. On a separate sheet provide fully burdened hourly rates for the proposed key personnel from the firm.

### Proposal Section 4. Key Personnel Resumes

Provide resumes for key personnel who will be assigned to this project.

### Proposal Section 5. License / Insurance Certificates

Provide the following certifications and licenses in this section:

- A. Alaska Business license or any other professional licenses, certifications, and/or registrations as required by this RFP in Section 3.3.
- B. Insurance certificate; include proof of insurance. Limits included in Section 7.5.

### Proposal Section 6: Form of Non-Collusive Affidavit

Complete and notarize the Statement of Bidder Qualification, Exhibit C, and Form of Non-Collusive Affidavit, Exhibit C, attached to this RFP.

## Section 6. Selection Process

### 6.1 RFP Compliance

Prior to evaluation, each proposal will be reviewed to determine whether it is compliant with RFP requirements. Noncompliant proposals will not be evaluated. Factors that may result in a proposal being declared noncompliant include, but are not limited to:

- a. Not providing evidence of meeting minimum requirements.
- b. Substantial and material conflicts of interest that were not declared.
- c. Substantial and material noncompliance to formatting requirements of RFPs.
- d. Insufficient information regarding Scope of Services or hourly rates (delivered under separate email).

### 6.2 Evaluation Process

An evaluation committee consisting of three (3) or more individuals will independently evaluate proposal compliance and content.

### 6.3 Evaluation Criteria and Point Value

Proposal evaluation will be based on Table 2 criteria and point values and will be documented by recording a final score calculated as the average score of the committee members' individual point value totals.

<b>Evaluation Criteria</b>	<b>Point Value</b>
Similar Project Experience	15
Project Team and Key Personnel Experience	15
Management Plan	10
Quality Control	5
Capacity / Proximity to Site	5
Claims History	5
AN/AI Preference	5
Price Proposal	40
<b>Total Point Value - 100</b>	

Table 2. Evaluation Criteria and Point Value

### 6.4 Discussions

As determined by the evaluation process, Proposers may be offered the opportunity to discuss their proposal with appropriate SCF personnel or evaluation committee and the proposal may be adjusted as a result of that discussion. Proposers may also be allowed to submit a best and final proposal as a result of any discussion.

### 6.5 Presentations

SCF reserves the right to require formal oral presentation of proposals. If a presentation is requested, Proposers will be notified in writing of the request, date, time, location, and amount of time allowed for the presentation and/or questions and answer period. Time frames will be strictly enforced.

The entire evaluation committee will be present for oral presentations. All costs associated with oral presentation will be the Proposer's responsibility.

### 6.6 Notice of Award

A notice of contract award will be provided to all Proposers.

## Section 7. Standard Contract Terms

### 7.1 Introduction

SCF is providing the following standard provisions for Proposers to review and consider in advance of a submitted proposal. These and other standard provisions will be presented to a successful Proposer at the time of contract award.

The Agreement between the two parties will be the AIA A104-2017, which SCF will provide when ready to enter into an agreement with the winning Proposer. See Exhibit E for a draft agreement to review.

### 7.2 Conflict of Interest

Proposer shall not refer work to itself or to any prohibited entity in violation of the Stark anti-kickback provisions of Federal law. During the term of this Agreement, at any time and from time to time, Proposer agrees to immediately notify Owner's Contract Administrator in writing of all situations that may fall within the scope of these provisions. If any conflicts exist at the time of the execution of this Agreement, Proposer agrees to submit a separate written attachment to this Agreement for SCF review. SCF will determine if the conflict is significant and material, and if so, will notify the Proposer in writing that said conflicts are a material breach and grounds for termination of the Proposer's services.

### 7.3 Status of Independent Contractor

The Parties intend that Proposer must provide the work described in an Agreement as an independent contractor. As an independent Contractor, Proposer is not an employee of SCF. Therefore, payments made to Proposer by SCF will not be eligible for unemployment compensation or other similar benefits. Proposer is responsible for paying all employment, income and any other taxes with respect to such payments. Neither Proposer nor any Party employed by the Proposer will be deemed for any purpose to be an employee, agent, servant or representative of SCF. Furthermore, Proposer shall not assert in any legal proceedings arising out of this Agreement that Proposer or any Party employed by Proposer is an employee, agent, servant, or representative of SCF.

### 7.4 Americans with Disabilities Act

All SCF owned and/or operated facilities must comply as required with the Americans with Disabilities Act, Public Law 101-336, and with the Uniform Federal Accessibility Standards ("UFAS").

## 7.5 Insurance Requirements

Proposer shall purchase and maintain in force at all times during the performance of services under an Agreement the following policies of insurance, unless expressly waived below by SCF in writing. Where specific limits are shown, it is understood they will be the minimum acceptable limits. If the Proposer's policy contains higher limits, SCF will be entitled coverage to the extent of such higher limits. Certificates of Insurance and the attachments of Additional Insured Endorsements and Transfer of the Waiver of Rights Endorsements must be furnished to the SCF Contract Administrator prior to performing any services. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Proposer's services.

1. **Commercial General Liability Insurance:** Proposer shall provide Commercial General Liability Insurance with coverage limits not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence and \$2,000,000 Combined Single Limit of Bodily Injury and Property Damage Aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 0001, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Proposer shall name SCF as an insured under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent, including coverage for SCF with respect to liability arising out of

Proposer's services provided under this Agreement. Additional insured coverage, as required in this subparagraph, will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCF.

2. **Workers' Compensation Insurance:** Proposer shall maintain Workers Compensation and Employers Liability Insurance for his own employees in the amount required under Statutory Limits for those states in which employees are working and Employers Liability Insurance as required by state and Federal statutes. The employer's Liability Insurance shall not be less than \$1,000,000 per bodily Injury per accident, \$1,000,000 bodily injury by disease per employee and \$1,000,000 bodily injury by disease policy limit. Proposer will also be responsible for ensuring that any subcontractors who directly or indirectly provide services under this contract maintain Workers' Compensation Insurance in the amount required under Statutory Limits. Proposer waives all rights against SCF and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability, or any commercial umbrella liability insurance obtained by Proposer pursuant to this Agreement. Proposer, pursuant to this agreement, shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
3. **Professional Liability Insurance:** Contractor will carry Professional Liability coverage at a limit of \$1,000,000 Per Claim and \$3,000,000 Aggregate. The policy will be endorsed to include



sexual abuse coverage with a minimum separate limit of \$1,000,000 per claim. If the professional liability policy is written on a claims made form, Contractor shall provide insurance for a period of two years after final payment of this agreement.

4. **Commercial Auto Liability Insurance:** Proposer shall maintain a commercial automobile liability insurance policy covering all owned, hired, and non-owned vehicles to be used or in connection with Proposer, with coverage limits not less than \$1,000,000 per accident combined single limit bodily injury and property damage.
5. **Builders Risk Insurance:** During the construction services phase of the project, the GC will be required to provide non-reporting Builders Risk Insurance, all risk insurance coverage for up to the replacement value of the construction work.
6. **Subcontracting Requirements:** Proposer is required to have prior written approval by SCF before using any subcontractor. SCF may, in its sole discretion, withhold its approval for any reason or for no reason. Additionally, Proposer will be responsible for ensuring that its subcontractors are bound by the same insurance provisions as required herein as required by Alaska law during the course of its subcontractors' operations. Proposer shall provide written copies of all subcontractors' certificates of insurance and endorsements to SCF prior to any subcontractor commencing work.

## 7.6 Compliance with Legal Obligations and SCF Code of Conduct

Proposer agrees to comply with all Federal, state and local laws; SCF clean construction procedures; ethical, environmental or safety business standards; and any underlying agreement or grant provisions to which SCF is subject. Proposer shall ensure that the provision of services and/or expenditure of funds under this Agreement do not violate any laws, business standards, or underlying agreement or grants. Proposer shall be responsible for any damage or injury not caused by SCF as a result of Proposer's, or any subcontractor's or their employees', servants,' or agents' failure to comply with any law, applicable business standard or underlying agreement or grant. Furthermore, Proposer has been supplied with a copy of SCF's Code of Conduct and agrees to comply with its provisions and to complete SCF compliance training if necessary. The link to SCF's Ethics & Compliance page containing the Code of Conduct and Ethics can be found at: <https://www.southcentralfoundation.com/about-us/ethics-and-compliance/>

## 7.7 Monitoring

SCF may establish a schedule for periodic review of Proposer's performance. Review may be at least once a year, or as frequently as SCF determines necessary.

## 7.8 Lobbying

The undersigned representative of Proposer certifies, to the best of his/her knowledge and belief, that:

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

## 7.9 Exclusion and Debarment

Each party represents and warrants that no adverse action by the Federal government that will or may result in mandatory or permissive exclusion from a Federal healthcare program pursuant to 42 U.S.C §1320a-7 has occurred or is pending or threatened against it, its principals, its affiliates, or to the best of its knowledge, against any of its employees, agents or subcontractors providing services under this Agreement. Each Party additionally represents and warrants that neither it, its principals, its affiliates, and to the best of its knowledge, its employees, its agents, nor its subcontractors providing services under this agreement are suspended, debarred, or otherwise determined to be ineligible for award of contract, grant, or cooperative agreement by any Federal, state, or other governmental body.

Each Party shall immediately provide written notice to the other Party of (1) its receipt of a notice of an adverse action by the Federal government against any of the individuals or entities specified above that will or may result in mandatory or permissive exclusion from a Federal healthcare program pursuant to 42 U.S.C. §1320a-7, (2) the date of any adjudication or determination that any of the individuals or entities specified above has committed any action that would subject it/them to mandatory or permissive exclusion under 42 U.S.C. §1320a-7, or (3) a notice of an adverse action by a governmental body against any of the individuals or entities specified above that will or may result in a determination of ineligibility for award of contract, grant or cooperative agreement. In the event either Party fails to provide the other Party with such written notice, or it is discovered that either Party's representations contained herein are false, the other Party has the right to immediately terminate this Agreement.

### **7.10 Successors, Assignment or Delegation**

This Agreement may not be assigned or subcontracted or otherwise transferred by Proposer without the prior written consent of SCF, which SCF may withhold for any reason or for no reason, in its sole and absolute discretion, and any assignment or other transfer in violation hereof shall be null and void and of no force or effect. If SCF consents to an assignment or subcontract of all or any portion of this Agreement, Proposer warrants to SCF that the assignee or subcontractor shall execute a written instrument agreeing to be bound by all of the terms and conditions of this Agreement, that Proposer shall provide SCF with a copy of the written agreement, and that any such assignment or subcontract shall not relieve the Proposer from any obligations hereunder. Proposer further agrees that Proposer shall guarantee the performance of any assignee or subcontractor hereunder. Without limiting the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and permitted assigns, if any.

### **7.11 Nondiscrimination**

Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or “qualified individual with a disability status.”

### **7.12 Alaska Native/American Indian Preference in Employment and Training**

Pursuant to Section 7(B) of P.L. 93-638, 25 U.S.C. §5307(b), the Indian Self-Determination and Education Assistance Act, Proposer shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or “qualified individual disability status,” consistent with prevailing law.

### **7.13 Federal Tort Claims Act**

To the extent that this Contract or any portion of it comes within the coverage of Public Law 101-512 and the Federal Tort Claims Act, 28 U.S.C. §§ 2671- 2680, as implemented (the “FTCA”), all claims for damages by any person alleged to have been caused while carrying out this Agreement by the employees of Owner and/or its subsidiaries, servants, agents, representatives, affiliates, or contractors, including without limitation personal service contractors, shall be governed by the terms and to the extent provided by the FTCA, and such claims shall be made in accordance with 28 C.F.R. Part 14 and related laws.

### **7.14 Media Contact**

Proposer, its employees, agents, and subcontractors shall not contact any member of the print or electronic media as a representative of SCF without the prior written approval of the President/CEO of SCF. If any member of the print or electronic media contacts the Proposer asking for information, the Proposer will refuse to comment and will refer the inquiry to SCF’s Office of

Public Relations and the SCF RFP Administrator. Further, Proposer will not use SCF's name in any advertising, publications, promotional materials or publicity release concerning any Agreement or the services performed under it.

### **7.15 Wage Rate Requirements**

The most current prevailing wage rates as defined by the State of Alaska, Department of Labor, Laborer's & Mechanics' Minimum Rates of Pay Pamphlet (Title 36) are required on this project. The appropriate wage determination will be those in effect at the time that the GMP contract amendment for any portion of the work is signed. Proposers must include the signed Statement of Understanding (Exhibit E) relating to State of Alaska Wage and Hour Requirements with submitted proposal.

## EXHIBIT A: Scope of Services

Southcentral Foundation wishes to contract with a professional services firm to provide project management and construction services for structural repairs, in accordance with the design dated 5/24/24 at 4973 Eagle Street, Anchorage, Alaska 99503.

One side of the property contains an active business, Glacier Chain. Contractor will be required to do the following:

- Coordinate access to and completion of the work with the tenant, Glacier Chain.
- Protect the equipment and materials in the space from contamination from construction debris.
- Work around shelving currently in the space. The top shelf will remain free of material and may be used to access the ceiling.

The other side is occupied by SCF. SCF will relocate equipment and materials for contractor in order to access the ceiling. Work may be performed during normal business hours if desired.

Construction services will include the following:

- Comply with Municipality of Anchorage Title 21 requirements.
- Actively manage construction to ensure completion of project within the construction schedule.
- Acquire all materials and equipment needed to complete the project.
- Transport materials, equipment, and personnel needed to complete the project to the job site.
- Contractor to procure the special inspector required to review the work identified in the permit drawings.

## General Specifications

1. Bidder is responsible for all manpower, equipment, and materials.
2. SCF has procured the construction permit from the Municipality of Anchorage.
3. Bidder is required to coordinate any site visits in advance with SCF Representative.
4. SCF will not provide hard copies of this RFP package to bidders.
5. Bidder to provide point of contact information for SCF staff and/or management, both during business and after hours.
6. Bidder to provide safety and health plan for employees, showing compliance with any applicable federal, state, local, or tribal health mandates.
7. Bidder to provide and maintain construction schedule, and a list of items to be coordinated and approved by the SCF Facilities Project Manager.

**EXHIBIT B: Proposal Offer and Signature Page**

RFP Number: SCF24-1140

RFP Name: 4973 Eagle Street Structural Repairs

Proposal Due Date: July 22, 2024 by 3PM Alaska time

---

**PROPOSERS MUST COMPLETE THE SECTION BELOW**

A. Firm Fixed Price Contract value \$ \_\_\_\_\_

***AN/AI Preference:***

Is an Alaska Native / American Indian Business Owner Preference being claimed? YES  or NO

(Must include proof of AN/AI Ownership in Section 3 of Proposal)

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
Address City State Zip Code

**Acknowledgement of receipt of Addenda:**

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_ Signature: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received: \_\_\_\_\_ Signature: \_\_\_\_\_

By signing below Proposer agrees to all terms and conditions as listed within this Request for Proposal issued by SCF.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT C: Statement of Bidder Qualification**

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Name of bidder
  
  
  
  
  
2. Names of principals
  
  
  
  
  
3. Names of authorized signatories
  
  
  
  
  
4. When organized
  
  
  
  
  
5. Where incorporated
  
  
  
  
  
6. How many years have you been engaged in the contracting business under your present name?

**SCF 4973 Eagle Street Structural Repairs RFP**

7. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business.

8. List all active projects.

9. Have you ever defaulted on a contract?                      Yes                      No  
If so, where and why?

10. Have you ever refused to sign a contract at your original bid?                      Yes                      No  
If yes, explain



11. Names, background experience and current workload of the principal members of your firm (including the officer and lead personnel assigned to this project).

<u>Name</u>	<u>Background</u>	<u>Years in Contracting</u>	<u>Current Workload</u>
-------------	-------------------	-----------------------------	-------------------------

12. Attach a list of your primary subcontractors for this project.
13. Furnish written evidence of amount and type of credit available.
14. Attach proof of Alaska Native / American Indian Ownership, if AN/AI preference is claimed.

15. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by South Central Foundation, in verification of the recitals comprising this Statement of Bidder's Qualification.

\_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
(Date)

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public Signature)

My Commission Expires:

\_\_\_\_\_  
(Date)

**EXHIBIT D: Form of Non-Collusive Affidavit**

**FORM OF NON-COLLUSIVE AFFIDAVIT**

**AFFIDAVIT**

**(PRIME PROPOSER)**

State of: \_\_\_\_\_

\_\_\_\_\_ Judicial District

\_\_\_\_\_, being first duly sworn, deposes and says:

"That he/she is the Proposer, or a partner or officer of the firm, party, etc., making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communications or conference, with any person, to fix the bid price of affiant or any other Proposer, or to fix any overhead, profit or cost element or said bid price, or of that of any other Proposer, or to secure any advantage against the Southcentral Foundation or any person interested in the proposed contract; and that all statements in said proposal or bid are true."

Signature of: \_\_\_\_\_

Proposer's Representative

\_\_\_\_\_

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT E: Sample SCF Agreement AIA A104-2017**

**See below.**

# DRAFT AIA<sup>®</sup> Document A104<sup>™</sup> - 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the  day of  in the year   
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

« Southcentral Foundation »  
« 4501 Diplomacy Drive »  
« Anchorage, Alaska 99508 »  
«←»

and the Contractor:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

« »  
« »  
« »

The Architect:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check the appropriate box and complete the necessary information.)

Not later than « » ( « » ) calendar days from the date of commencement of the Work.

By the following date: « »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:  
(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » (\$ « » ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:  
*(Identify each allowance.)*

Item	Price
------	-------

**§ 3.3 Cost of the Work Plus Contractor's Fee**

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

« »

**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*

« »

**§ 3.4.3 Guaranteed Maximum Price**

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

« »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

« »

§ 3.4.3.3 Unit Prices, if any:

*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

Item	Price
------	-------



§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

« Liquidated damages in the amount of \$xxx per calendar day beyond the Substantial Completion date shall be assessed against the Contractor and the Contractor's surety until the Work is substantially complete as determined by the Owner's Representative. »

#### ARTICLE 4 PAYMENT

##### § 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the « last » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « last » day of the « next » month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than « thirty » ( « 30 » ) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:  
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« five percent (5%) »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

**§ 4.2 Final Payment**

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

**§ 4.2.2** The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, ~~and not before~~ as follows:

~~« The Contractor provides Owner with lien waivers/releases in accordance with Section 15.7. »~~

**ARTICLE 5 DISPUTE RESOLUTION**

**§ 5.1 Binding Dispute Resolution**

~~For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, t~~he method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

~~[  ] Arbitration pursuant to Section 21.6 of this Agreement~~

[  ] Litigation in a court of competent jurisdiction

[  ] Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 6.1** The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

**§ 6.1.1** The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

~~**§ 6.1.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203–2013 incorporated into this Agreement.)~~

«—»

~~**§ 6.1.3** The Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages

~~**§ 6.1.3.4** The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)~~

« »

Section	Title	Date	Pages
---------	-------	------	-------

§ 6.1.45 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

« »

Number	Title	Date
--------	-------	------

§ 6.1.56 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.76 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:  
*(Check all boxes that apply.)*

Exhibit A, Determination of the Cost of the Work.

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

« »

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

~~Supplementary and other Conditions of the Contract:~~

Document	Title	Date	Pages
----------	-------	------	-------

.2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents.)*

« »

## ARTICLE 7 GENERAL PROVISIONS

### § 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

## § 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

## § 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

## § 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

## § 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

## § 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

## § 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in writing AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## § 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

## § 7.9 Notice

**§ 7.9.1** Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to

whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission ~~in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed,~~ or as otherwise set forth below:  
(~~If other than in accordance with AIA Document E203-2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.~~)

« To Owner:  
Kate Lynch, Manager of Contracts  
7033 E Tudor Road  
Anchorage, Alaska 99507  
klynch@southcentralfoundation.com

CC the Contracts team on each notice using the distribution list of SCFContracts@southcentralfoundation.com

To Contractor:

It shall be the responsibility of the sending party to request a read receipt, if desired, for electronic notices »

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

#### § 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

#### ARTICLE 8 OWNER

##### § 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall pay for and the Architect shall secure and pay for the building permit and other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

##### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## ARTICLE 9 CONTRACTOR

### § 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### § 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### § 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the written consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

#### § 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

#### § 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the ~~Contractor-Architect~~ shall secure and the Owner shall pay for the building permit. Contractor shall secure and pay for any-as well-as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### § 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

#### § 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

#### § 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the

Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

#### **§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

#### **§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

#### **§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

#### **§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

#### **§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.



## ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

~~§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.~~

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute

Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

#### ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

#### ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

## ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor’s Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner’s occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner’s acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and

proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, ~~if required~~, be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect

will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

#### § 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. 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.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. Contractor shall provide Owner with lien waivers/releases, in a form acceptable to Owner, from Contractor and from all of its subcontractors, suppliers, materialmen, and their agents, employees, servants, or subcontractors (collectively, "Subcontractors" evidencing that Contractor and all such Subcontractors have been paid in full. Such lien waivers/releases shall be a condition precedent for Contractor to receive final payment in accordance with Section 15.7 of the Agreement. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

### ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

#### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage



or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

#### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 16.2.4 The Owner shall not be responsible under this Section 16.2 for materials or substances the Contractor brings to the project site or stores offsite.

### ARTICLE 17 INSURANCE AND BONDS

#### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor waives all rights against Owner and its agent, officer, director, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto, Workers Compensation and Employers Liability, Contractors Pollution Liability, and/or Commercial Umbrella or Excess Liability insurances maintained pursuant to this Agreement. All policies will be endorsed to enforce this waiver. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« Contractor shall maintain the completed operations coverage for 10 years, the Alaska Statute of Repose. »

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « one million dollars » (\$ « 1,000,000 » ) each occurrence, « two million dollars » (\$ « 2,000,000 » ) general aggregate, and « two million dollars » (\$ « 2,000,000 » ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than « one million dollars » (\$ « 1,000,000 » ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than « one million dollars » (\$ « 1,000,000 » ) each accident, « one million dollars » (\$ « 1,000,000 » ) each employee, and « one million dollars » (\$ « 1,000,000 » ) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « one million dollars » (\$ « 1,000,000 » ) per claim and « two million dollars » (\$ « 2,000,000 » ) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « one million dollars » (\$ « 1,000,000 » ) per claim and « two million dollars » (\$ « 2,000,000 » ) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « one million dollars » (\$ « 1,000,000 » ) per claim and « two million dollars » (\$ « 2,000,000 » ) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The



furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits
<u>Property Insurance</u>	<u>The Contractor shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Contractor's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.1, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.</u>

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

**§ 17.2.2 Property Insurance**

~~§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.~~

~~§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.~~

~~§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.~~

~~§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.~~

~~§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property~~

~~insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~

~~§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

**§ 17.2.2.7 Waiver of Subrogation**

~~§ 17.2.2.7.1~~ The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by ~~property~~ any insurance required by this Agreement or any other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

~~§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

**§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits

**§ 17.3 Performance Bond and Payment Bond**

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## ARTICLE 19 MISCELLANEOUS PROVISIONS

### § 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 19.2 Governing Law

The Contract shall be governed, ~~construed, and enforced in accordance with by~~ the laws of the State of Alaska and the United States of America. All parties expressly agree that should litigation or any legal proceeding be necessary under this Agreement, the same shall be commenced exclusively in Alaska Superior Court, Third Judicial District at Anchorage or in the United States District Court for the District of Alaska, place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

### § 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### § 19.4 The Owner's representative:

*(Name, address, email address and other information)*

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§ 19.5 The Contractor's representative:  
(Name, address, email address and other information)

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§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ~~ten~~ thirty (30) days' prior written notice to the other party.

§ 19.7. Conflict Of Interest.

Contractor shall not refer work to itself or to any prohibited entity in violation of the Stark anti-kickback provisions of federal law. During the term of this Agreement, at any time and from time to time, Contractor agrees to immediately notify Owner's Contract Administrator of all situations that fall within the scope of these provisions. If any conflicts exist at the time of the execution of this Agreement, Contractor agrees to submit a separate attachment to this Agreement for approval.

§ 19.8. Lobbying.

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

§ 19.8.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

§ 19.8.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

§ 19.8.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, or cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

§ 19.9. Debarment.

Contractor hereby certifies that it, its principals, and, if applicable, its subcontractors are not suspended, debarred, or otherwise determined to be ineligible for award of contract by any federal, state, or other governmental body. During the term of this Agreement, Contractor further agrees to immediately notify Owner if it, its principals or any of its subcontractors, are suspended, debarred, or otherwise determined to be ineligible for award of contract, by any federal, state, or other governmental body.

§ 19.10. Americans With Disabilities Act.

All facilities must be constructed in compliance with the Americans with Disabilities Act, Public Law 101-336, and with the Uniform Federal Accessibility Standards ("UFAS").

§ 19.11. Federal Tort Claims Act.

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User Notes: (1129663592)

To the extent that this Contract or any portion of it comes within the coverage of Public Law 101-512 and the Federal Tort Claims Act, 28 U.S.C. §§ 2671- 2680, as implemented (the "FTCA"), all claims for damages by any person alleged to have been caused while carrying out this Agreement by the employees of Owner and/or its subsidiaries, servants, agents, representatives, affiliates, or contractors, including without limitation personal service contractors, shall be governed by the terms and to the extent provided by the FTCA, and such claims shall be made in accordance with 28 C.F.R. Part 14 and related laws.

**§ 19.12. Liens.**

Contractor, any of its subcontractors, suppliers, materialmen, and their agents, employees, servants, or subcontractors (collectively, "Subcontractors") shall not permit the placing of any lien or any other encumbrance against any premises, work, or equipment as the result of Contractor's failure to pay for all labor expended or equipment, supplies or materials used on the work under this Agreement. If any such lien or other encumbrance attaches, Contractor shall take immediate steps to have it removed or, ten (10) days after notice to Contractor, Owner shall have the absolute right to remove any such liens and Contractor shall pay Owner for all amounts paid, including costs and fees for removing such liens, without regard to the merits of the underlying claim or of any defenses thereto.

**§ 19.13. Media Contact.**

Contractor, its employees, agents, and subcontractors shall not contact any member of the media as a representative of Owner without the prior written approval of the President/CEO of Owner or the Owner Authorizing Official, nor shall they use Owner's name in any advertising, publications, promotional materials or publicity release concerning this Agreement or the work performed pursuant to it.

**§ 19.14. Alaska Native/American Indian Preference in Employment and Training.**

Pursuant to Section 7(B) of P.L. 93-638, 25 U.S.C. §450e(b), the Indian Self-Determination and Education Assistance Act, Contractor shall give preference in all phases of employment and training for all work performed under this Agreement to qualified Alaska Natives and/or American Indians regardless of age, marital status, religion, sex, or "qualified individual disability status," consistent with prevailing law.

**§ 19.15. Compliance With the Davis-Bacon Act.**

§ 19.15.1 All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 applicable.

§ 19.15.2 Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

§ 19.15.3 Contractor shall pay wages not less than once a week.

**§ 19.16. Compliance With the Copeland "Anti-Kickback" Act.**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable. Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**§ 19.17. Contract Work Hours and Safety Standards.**

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable

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to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

**§ 19.18. Nondiscrimination.**

Except as provided in Section 19.14, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, or "qualified individual with a disability status".

**ARTICLE 20 TERMINATION OF THE CONTRACT**

**§ 20.1 Termination by the Contractor**

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 20.2 Termination by the Owner for Cause**

**§ 20.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 20.2.2** When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 20.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 20.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 20.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

« No additional fee above and beyond reasonable costs already incurred prior to notice of termination. »

**ARTICLE 21 CLAIMS AND DISPUTES**

**§ 21.1** Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred

initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to ~~mediation as a condition precedent to~~ binding dispute resolution.

#### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

#### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

~~§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

**§ 21.40 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.644 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

« April Kyle, MBA »« President/CEO »  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

« »« »  
*(Printed name and title)*



**EXHIBIT F – PERMIT DRAWINGS\_4973 EAGLE REPAIRS DATED 5-14-2024**

# GENERAL NOTES

## GENERAL

THE CONTRACTOR MUST VERIFY AND COORDINATE ALL DIMENSIONS AMONG THE DRAWINGS BEFORE STARTING ANY WORK OR FABRICATION. IN CASE OF DISCREPANCIES BETWEEN DRAWINGS, SPECIFICATIONS, REFERENCE STANDARDS, SITE CONDITIONS OR GOVERNING CODE, THE MORE STRINGENT REQUIREMENTS MUST GOVERN. CONTRACTOR MUST NOTIFY THE ENGINEER OF DISCREPANCIES AND OBTAIN DIRECTION PRIOR TO PROCEEDING. NOTES ON INDIVIDUAL STRUCTURAL DRAWINGS MUST TAKE PRIORITY OVER GENERAL STRUCTURAL NOTES. NOTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS. TYPICAL DETAILS MAY NOT NECESSARILY BE INDICATED AS TYP ON THE PLANS BUT MUST APPLY AS SHOWN OR DESCRIBED IN THE DETAILS.

ALL CONSTRUCTION MUST COMPLY WITH THE 2018 INTERNATIONAL BUILDING CODE (IBC) AS AMENDED AND ADOPTED BY THE MUNICIPALITY OF ANCHORAGE (MOA).

SAFETY - THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL FEDERAL, STATE AND LOCAL SAFETY STANDARDS. THE CONTRACTOR IS IN CHARGE OF ALL SAFETY MATTERS ON AND AROUND THE JOB SITE.

## STRUCTURAL DESIGN DATA

STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE IBC AS AMENDED AND ADOPTED BY THE MUNICIPALITY OF ANCHORAGE. RISK CATEGORY IS II IN ACCORDANCE WITH IBC SECTION 1604.5. STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE 2018 IBC AND 2018 IEBC AS AMENDED AND ADOPTED BY THE MUNICIPALITY OF ANCHORAGE. WORK UNDER THE 2018 IEBC IS CONSIDERED 'REPAIR'.

THE STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING OPERATIONAL LOADS ON THE COMPLETED STRUCTURES. CONTRACTOR IS RESPONSIBLE FOR TEMPORARY SHORING AND BRACING DURING CONSTRUCTION.

SNOW LOADS: GROUND SNOW (Pg) = 50 PSF  
Is=1.0, Ct=1.0, Ce=1.0  
ROOF SNOW (Pf) = 40 PSF FLAT

WIND LOADS: BASIC WIND SPEED (3-SECOND GUST, Vult)=145 MPH.  
EXPOSURE B, INTERNAL PRESSURE GCpi=±0.55 (PARTIALLY ENCLOSED)

## EXISTING CONDITIONS

CONTRACTOR MUST VERIFY ALL EXISTING DIMENSIONS, MEMBER SIZES, AND CONDITIONS PRIOR TO COMMENCING WORK. DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS ARE INTENDED AS GUIDELINES ONLY AND MUST BE VERIFIED. EXISTING CONDITIONS SHOWN ON DRAWINGS ARE BASED ON EITHER SITE OBSERVATIONS, ORIGINAL DRAWINGS, OR WERE ASSUMED BASED ON EXPECTED CONDITIONS. IF EXISTING CONDITIONS DO NOT CLOSELY MATCH CONDITIONS SHOWN ON DRAWINGS, OR IF EXISTING MATERIALS ARE OF QUESTIONABLE OR SUBSTANDARD QUALITY, NOTIFY ENGINEER PRIOR TO COMMENCING WORK.

EXISTING TRUSSES MAY BE DISTRESSED, OUT OF LEVEL, SQUARE OR DIMENSION. LEVEL AND SQUARE (E) TRUSSES PRIOR TO REPAIR. JACK AND SHIM AS REQUIRED.

## STRUCTURAL TIMBER

LATERAL BRACING: HEM-FIR NO. 2 OR BETTER  
TRUSS TYPE 1 MATERIALS:  
DIMENSIONAL LUMBER FOR DIAGONAL WEB SISTERS: DOUG FIR NO. 1  
DIMENSIONAL LUMBER FOR BOTTOM CHORD SISTERS: DOUG FIR NO. 1  
DIMENSIONAL LUMBER FOR SHIMS: DOUG FIR NO. 1

TRUSS TYPE 2 MATERIALS:  
DIMENSIONAL LUMBER FOR DIAGONAL WEB SISTERS: DOUG FIR NO. 1  
DIMENSIONAL LUMBER FOR SHIMS: DOUG FIR NO. 1

PLYWOOD GUSSET: APA RATED SHEATHING, EXPOSURE 1,  
SPAN RATED 40/20, 5/8-INCH THICK

ALL NAILS MUST BE COMMON WIRE SMOOTH SHANK NAILS, PER ASTM F1667, UNLESS NOTED OTHERWISE. OTHER NAILS PER ESR-1539 ARE ALLOWED WITH NUMBER OR SPACING ADJUSTMENTS. SUBMIT DEFERRED SUBMITTAL FOR ALTERNATE FASTENERS. NAILING MUST CONFORM TO TABLE 2304.10.1 OF THE IBC. MINIMUM NAIL DIMENSIONS ARE AS FOLLOWS:

NAIL SIZE	LENGTH	DIAMETER	HEAD DIAMETER
8d	2-1/2"	0.131"	0.281"
10d	3"	0.148"	0.312"
16d	3-1/2"	0.162"	0.344"

NAILS OR STAPLES MUST BE DRIVEN FLUSH; HEADS MUST NOT BE DRIVEN BEYOND TIMBER SURFACE. STANDARD ASTM A307 BOLTS MUST BE USED IN STD HOLES. WASHERS MUST BE USED UNDER ALL BOLT HEADS AND NUTS CONTACTING WOOD.

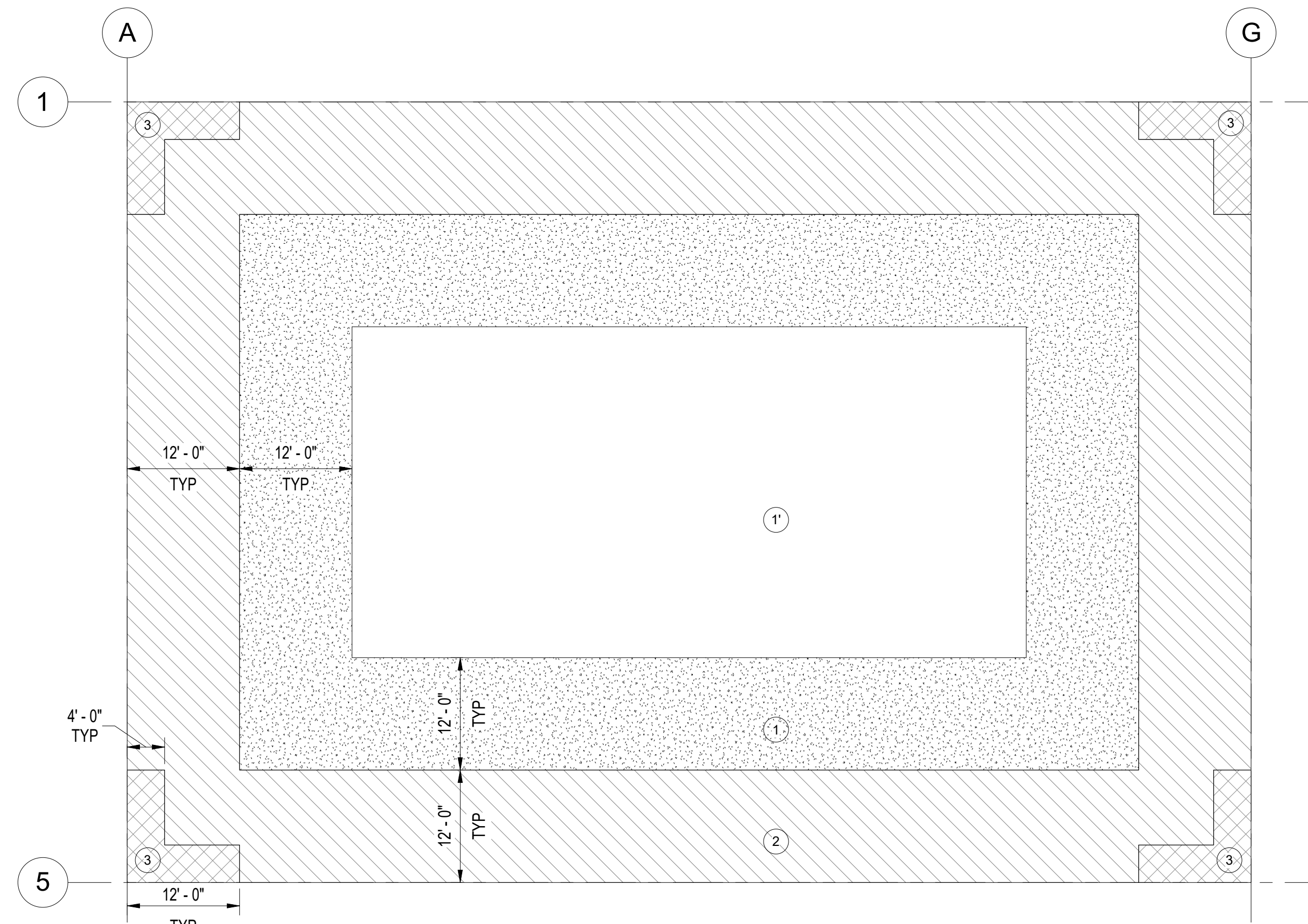
WHERE GLUING IS INDICATED, PROVIDE ELMER WOOD GLUE MAX, GORILLA GLUE, TITEBOND 3, LOCTITE 8xPL (ASTM D3498), OR A RESORCINOL-BASED GLUE. ALL GLUES MUST BE ANSI TYPE 1 OR 2 WATERPROOF/RESISTANT EXTERIOR WOOD GLUES.

## STRUCTURAL STEEL

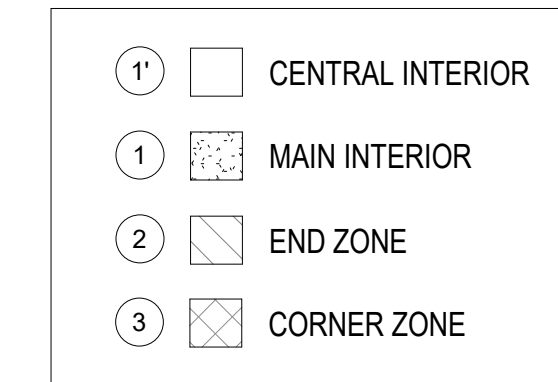
MATERIALS:  
PLATE: ASTM A36  
BOLTS, WASHERS & NUTS: ASTM A307

# ABBREVIATIONS

@	At	BLKG	Blocking	EA	Each	IBC	International Building Code	OC	On-Center	SCH	Schedule	TRANS	Transverse
AB	Anchor Bolts	BM	Beam	EQ	Equal. Earthquake	INT	Interior	OH	Overhead	SIM	Similar	TYP	Typical
BLDG	Building	BOT	Bottom	ES	Each Side	LAG	Lag Screw	OPNG	Opening	SQ	Square	UON	Unless Otherwise Noted
ARCH	Architect	BTWN	Between	EW	Each Way	LOC	Location	PL	Plate	STL	Steel	VERT	Vertical
AR	Anchor Rod	CL	Center-Line	EXP	Expansion	LONG	Longitudinal	PLS	Places	T&B	Top and Bottom	W/	With
ALT	Alternate	CLR	Clear	FDN	Foundation	MAX	Maximum	PSF	Pounds-per-square-foot	T&G	Tongue and Groove	W/O	Without
AHJ	Authority Having Jurisdiction	COL	Column	FF	Finished Floor	MEZZ	Mezzanine	PSI	Pounds-per-square-inch	T.O.	Top of	W	Wide-Flange, Wide
AFF	Above Finish Floor	CONC	Concrete	GALV	Galvanized	MIN	Minimum	REQ'D	Required	T.O.B.	Top of Beam	W/C	Water / Cement Ratio
ADH	Adhesive	CONT	Continuous, Continue	GLB	Glue-Laminated Beam	MFR	Manufacturer	RO	Rough Opening	T.O.S.	Top of Steel	W.P.	Work Point
ADD'L	Additional	DBN	Diaphragm Boundary Nailing	HORZ	Horizontal	(N)	New	SBN	Shearwall Boundary Nailing	T.O.W.	Top of Wall	WWR	Welded Wire Reinforcement
		(E)	Existing	HSS	Hollow Structural Steel								

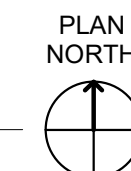


C&C WIND LOADS		
ZONE	10 SF	533 SF
1 - MAIN ROOF	-64 PSF	-44 PSF
1' - CENTRAL INTERIOR ROOF	-41 PSF	-31 PSF
2 - END ZONE	-81 PSF	-55 PSF
3 - CORNER ZONE	-107 PSF	-55 PSF



**NOTES:**  
1. THE WIND LOADS ABOVE ARE GROSS ULTIMATE AND ARE TO BE USED WITH LOAD COMBINATIONS OF ASCE 7-16.

1 WIND UPLIFT MAP  
S0.1 3/32" = 1'-0"



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# PERMIT SET



05/13/2024

4973 EAGLE ST TRUSS REPAIR  
4973 EAGLE ST, ANCHORAGE, AK, 99503

SOUTHCENTRAL FOUNDATION

REVISION SCHEDULE		
#	DESCRIPTION	DATE

DATE: 5/14/2024  
PROJECT #: 402023.149.002  
DRAWN BY: GC  
CHECKED BY: DS

SHEET DESCRIPTION:  
**GENERAL NOTES & ABBREVIATIONS**

SHEET NO:  
**S0.1**



**WOOD GANG-NAIL PLATE TRUSS SPECIAL INSPECTION**

THE CONTRACTOR MUST ENGAGE A SPECIAL INSPECTOR. COPIES OF INSPECTION REPORTS MUST BE AVAILABLE TO THE CONSTRUCTION SITE FOR REVIEW BY THE MOA BUILDING SAFETY PERSONNEL.

- PERIODIC SPECIAL INSPECTION IS REQUIRED DURING CONSTRUCTION AS FOLLOWS:
  - VERIFY REPAIRS ARE APPLIED AT CORRECT JOINTS AND IN ACCORDANCE WITH THESE DOCUMENTS (DAILY).
  - VERIFY THAT 100% OF UNREPAIRED JOINTS AND TRUSS MEMBERS ARE NOT DISTRESSED. THIS VISUAL VERIFICATION MUST POSITION THE SPECIAL INSPECTOR WITHIN 4'-0" OF EACH JOINT AND MEMBER. DECLARATION THAT A JOINT OR A MEMBER IS NOT DISTRESSED FROM FARTHER THAN 4'-0" WILL NOT BE ACCEPTED.

IF A DISTRESSED JOINT OR MEMBER IS IDENTIFIED BY THE SPECIAL INSPECTOR OR CONTRACTOR, SUBMIT A PHOTO OF THE JOINT, PROPERLY LABELED, IN A REPORT (DAILY REPORT, RFI OR OTHER) TO ENGINEER, AND ENGINEER WILL DETERMINE IF REPAIR IS REQUIRED. COMMON TYPES OF OBSERVED DISTRESS THAT THE SPECIAL INSPECTOR AND CONTRACTOR SHOULD BE LOOKING FOR ARE DEFINED ON THIS SHEET.

COPIES OF THE SPECIAL INSPECTION (SI) REPORTS SHALL BE DISTRIBUTED TO THE MOA BUILDING SAFETY DIVISION, THE GENERAL CONTRACTOR AND THE ENGINEER OF RECORD. SI REPORTS SHALL BE COMPLETED DAILY AND DISTRIBUTED ON A WEEKLY BASIS AND SHALL BE DISTRIBUTED BY THE MONDAY FOLLOWING THE WEEK IN WHICH THE INSPECTION WAS COMPLETED. A COPY OF ALL SPECIAL INSPECTION REPORTS, DEFICIENCIES, DISTRESS, AND CORRECTIVE ACTIONS SHALL BE MAINTAINED AT THE JOB SITE.

SITE VISITS BY THE ENGINEER OF RECORD OR THEIR REPRESENTATIVE SHALL BE MADE ON A PERIODIC BASIS AT CRITICAL STAGES OF CONSTRUCTION TO MAKE VISUAL OBSERVATIONS OF THE CONSTRUCTION FOR GENERAL CONFORMANCE TO THE CONSTRUCTION DOCUMENTS. COPIES OF THE OBSERVATION REPORTS (SOR) SHALL BE DISTRIBUTED WITHIN 2 WORKING DAYS OF THE SITE VISIT TO THE GENERAL CONTRACTOR, AND TO THE SPECIAL INSPECTOR INVOLVED IN ANY ISSUES RAISED IN THE REPORT.

CONTRACTOR SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE OWNER AND THE MOA, IN ACCORDANCE WITH IBC 1704.4. THE STATEMENT SHALL ACKNOWLEDGE AWARENESS OF THE SPECIAL INSPECTION REQUIREMENTS; ACKNOWLEDGE THAT CONTROL WILL BE EXERCISED TO OBTAIN CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS; IDENTIFY PROCEDURES FOR EXERCISING CONTROL; THE METHOD AND FREQUENCY OF REPORTING, AND THE DISTRIBUTION OF REPORTS; AND IDENTIFY PERSONS THAT WILL EXERCISE CONTROL AND THEIR QUALIFICATIONS.

**COMMON DISTRESS TYPES**

THIS SHEET REPRESENTS A NON-EXHAUSTIVE LIST OF TYPICAL TYPES OF DISTRESS THAT HAVE BEEN OBSERVED IN PRE-1990 WOOD GANG-NAIL ROOF TRUSSES IN COMMERCIAL BUILDINGS (LONG-SPAN) IN ANCHORAGE, ALASKA IN 2023 AND 2024 BY REID MIDDLETON, INC.

THESE AND OTHER TYPES OF STRUCTURAL DISTRESS SHALL BE NOTED BY SPECIAL INSPECTORS AND CONTRACTOR WHEN OBSERVED DURING THE NORMAL EXECUTION ON THEIR DUTIES, AND SHALL BE REPORTED TO THE ENGINEER TO DETERMINE IF CORRECTIVE ACTION IS NEEDED.

MOA POLICY S.12 ALSO IDENTIFIES ADDITIONAL TYPES OF DISTRESS, AND CROSS REFERENCES ARE PROVIDED WHERE APPLICABLE.



- A MAXIMUM OF 1/32" GAP IS ALLOWED BY THE TRUSS PLATE INSTITUTE (TPI). GAPS GREATER THAN 1/32" ARE CONSIDERED IN JOINTS IN DISTRESS.
- NAILS OR STAPLES THROUGH THE PLATE DO NOT INCREASE OR DECREASE THE CAPACITY OF THE GANG-NAIL PLATE AND SHOULD NOT AFFECT THE RATING.
- IF PLATES ARE MISSING AT A JOINT, THAT IS INCLUDED IN THIS SECTION - EACH JOINT SHOULD HAVE TWO PLATES, ONE ON EACH SIDE.
- MOA S.12, ITEMS A, B & E.

**2 PARTIALLY CONNECTED GANG-PLATES**  
S0.2 NTS



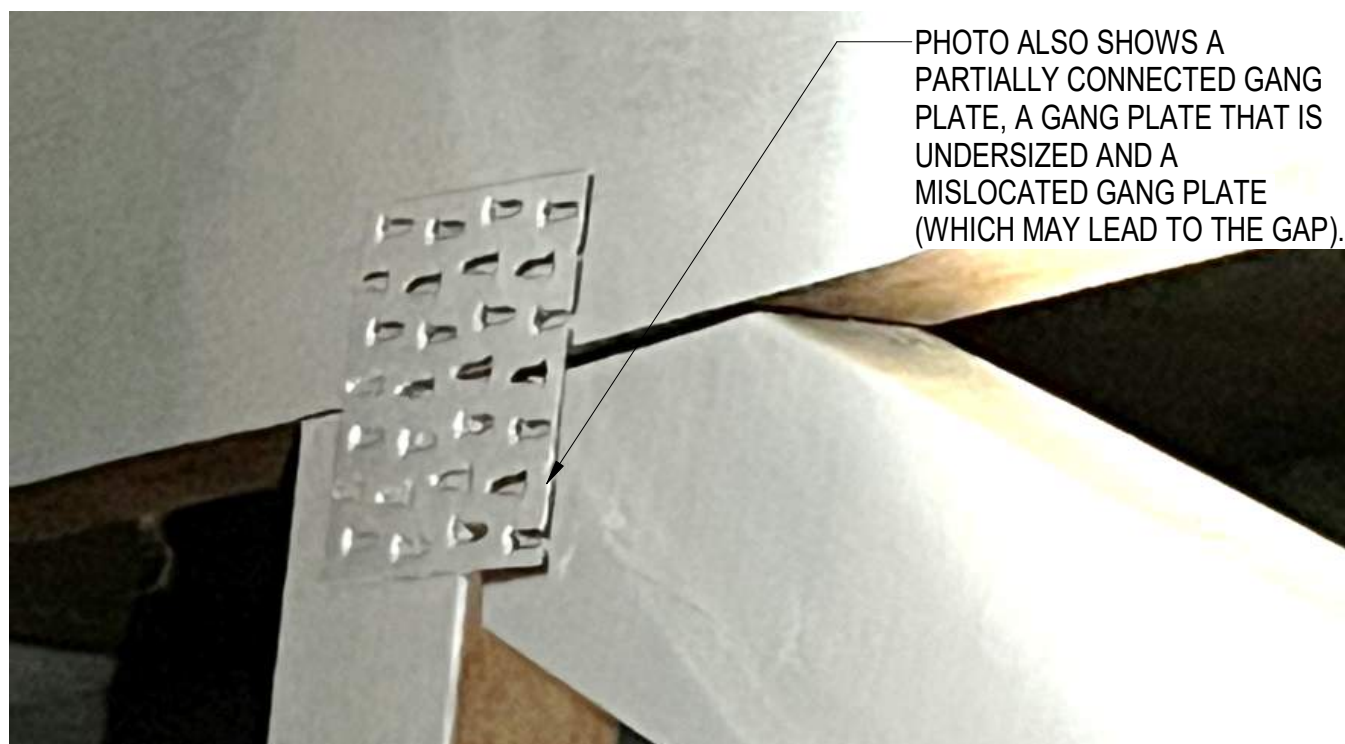
- METAL GANG-PLATES SIZED AND LOCATED SUCH THAT THEY ARE BELOW THE NEUTRAL AXIS OF THE TRUSS TOP CHORD AT THE END CONNECTION.
- TOP OF GANG-NAIL PRESS PLATE MUST BE WITHIN 2" OF TOP OF TOP CHORD.
- TOP CHORD SPLITTING / CHECKING ABOVE THE GANG-PLATE IS COMMON IN AS A RESULT OF THIS DISTRESS.
- MOA S.12, ITEMS F & G.

**6 GANG-PLATES BELOW TOP CHORD NEUTRAL AXIS**  
S0.2 NTS



- OFFSET MEMBERS (BENT GANG PLATES).

**9 OFFSET MEMBERS (BENT PLATES)**  
S0.2 NTS



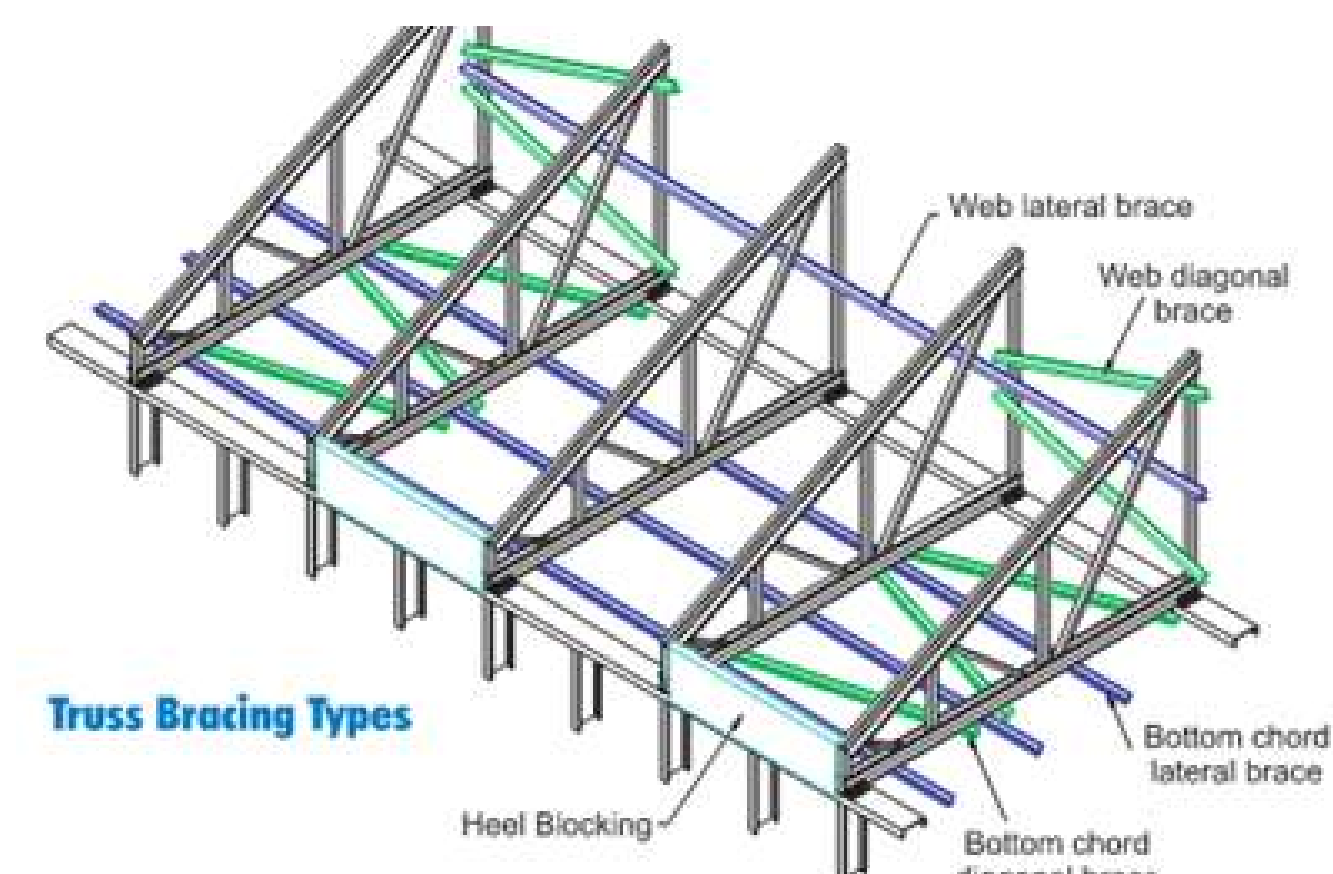
- GAPS BETWEEN WOOD MEMBERS IN COMPRESSION JOINTS.

**10 GAPS AT COMPRESSION JOINTS**  
S0.2 NTS



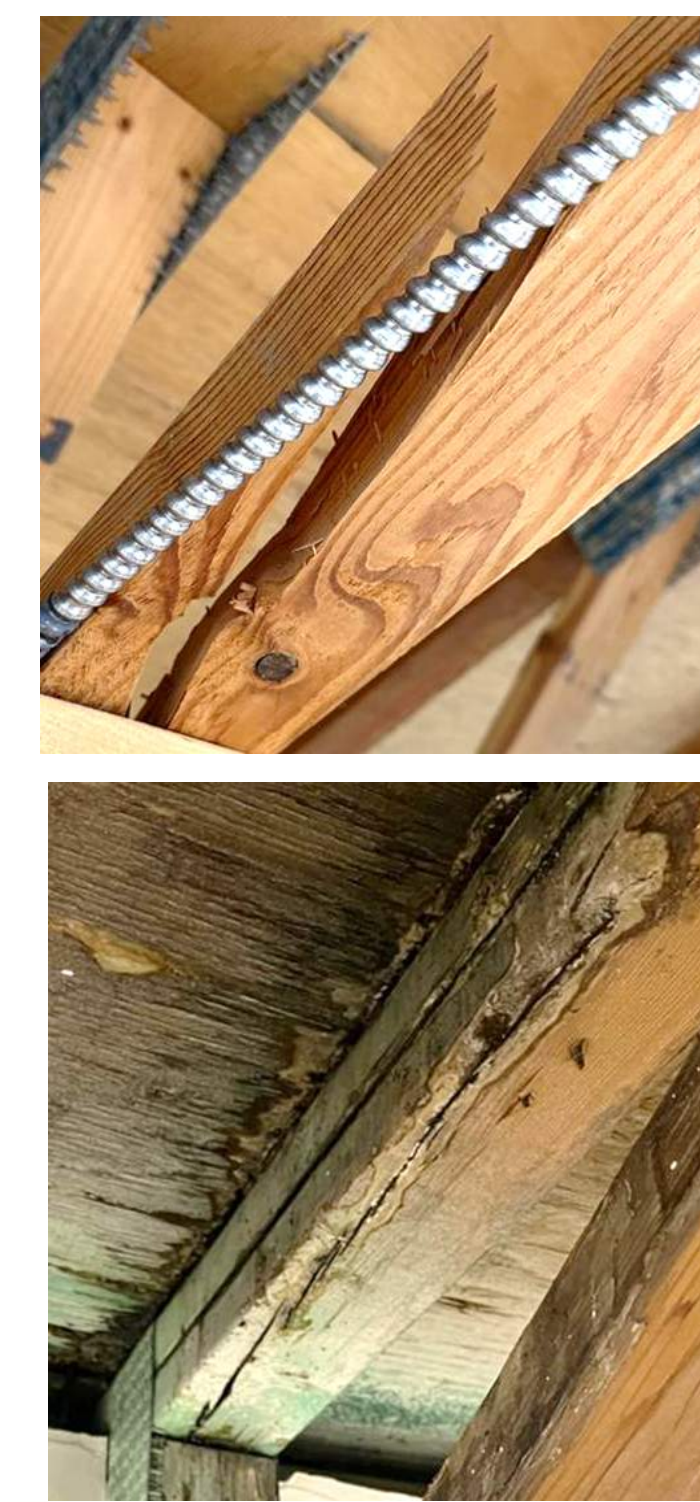
- METAL GANG-PLATES LOCATED OFF-CENTER OF A JOINT SUCH THAT LESS THAN THE INTENDED NUMBER OF TINES IS ENGAGED IN THE WOOD OF EACH MEMBER.
- THIS INCLUDES MEMBER MISALIGNMENT SUCH THAT LESS THAN THE INTENDED NUMBER OF TINES IS ENGAGED IN THE WOOD OF EACH MEMBER.

**3 MISLOCATED GANG-PLATES**  
S0.2 NTS



- INADEQUATE PERMANENT LONG-WEB MEMBER STABILITY BRACING.
- INADEQUATE BOTTOM CHORD BRACING (WHERE THERE IS NO CEILING).
- SEE TPI STANDARDS.
- MOA S.12, ITEM H.

**7 INADEQUATE STABILITY BRACING**  
S0.2 NTS



- SECTION LOSS OR BROKEN MEMBERS IN TRUSS MEMBERS, INCLUDING ROT.
- THROUGH-THICKNESS AND OTHER SEVERE CHECKING.
- LARGE KNOTS IN TENSION MEMBERS.
- MOA S.12, ITEMS C & D.

**4 MEMBER SECTION LOSS**  
S0.2 NTS



- NON-STRUCTURAL PARTITIONS BUILT TO UNDERSIDE OF TRUSSES WITH NO DEFLECTION JOINT.

**8 NON-STRUCTURAL PARTITIONS**  
S0.2 NTS

**PERMIT SET**



05/13/2024

4973 EAGLE ST TRUSS REPAIR  
4973 EAGLE ST, ANCHORAGE, AK, 99503

SOUTHCENTRAL FOUNDATION

REVISION SCHEDULE

#	DESCRIPTION	DATE

DATE: 5/14/2024  
PROJECT #: 402023.149.002  
DRAWN BY: GC  
CHECKED BY: DS

SHEET DESCRIPTION:  
**WOOD TRUSS SPECIAL INSPECTION**

SHEET NO:  
**S0.2**



PERMIT SET



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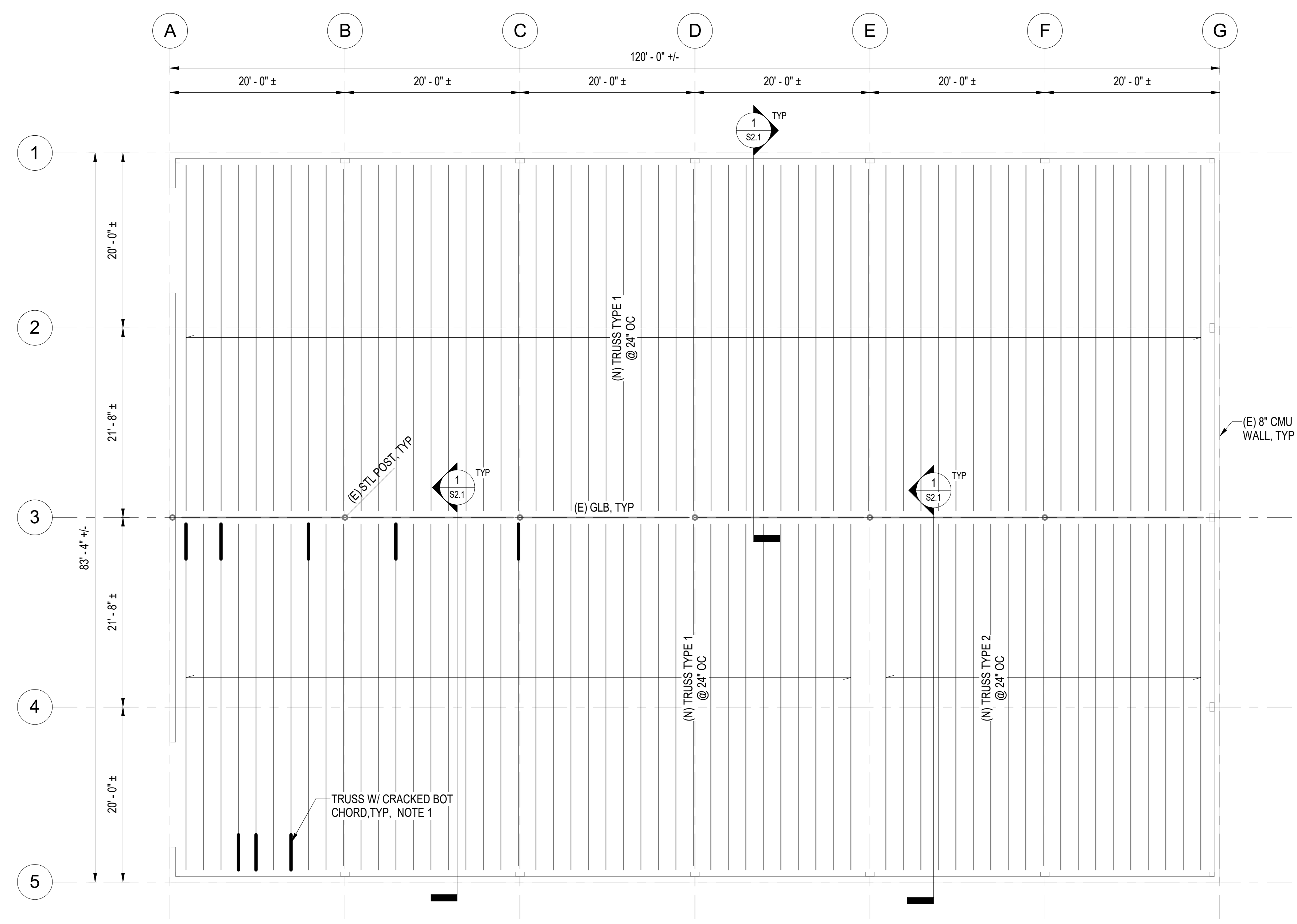
SOUTHCENTRAL FOUNDATION

REVISION SCHEDULE		
#	DESCRIPTION	DATE

DATE: 5/14/2024  
 PROJECT #: 402023.149.002  
 DRAWN BY: GC  
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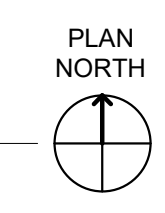
SHEET DESCRIPTION:  
**ROOF FRAMING PLAN**

SHEET NO:  
**S1.1**



**NOTES:**  
 1. CONTRACTOR TO EXAMINE EA (E) TRUSS BOTTOM CHORD ENDS. WHERE CHECKS 1/16" OR GREATER IN WIDTH OCCUR AND PROPAGATE THROUGH ENTIRE WIDTH OF MEMBER. ADD SISTERED MEMBER TO MATCH DIMENSION OF (E) TRUSS BOTTOM CHORD TO EXTEND 1'-0" MIN BEYOND EXTENTS OF CHECK. GLUE AND SCREW (N) SISTER TO (E) BOTTOM CHORD. PROVIDE (2) STAGGERED ROWS OF #8 SCREWS @ 6" OC.

**1 ROOF FRAMING PLAN**  
 1/8" = 1'-0"



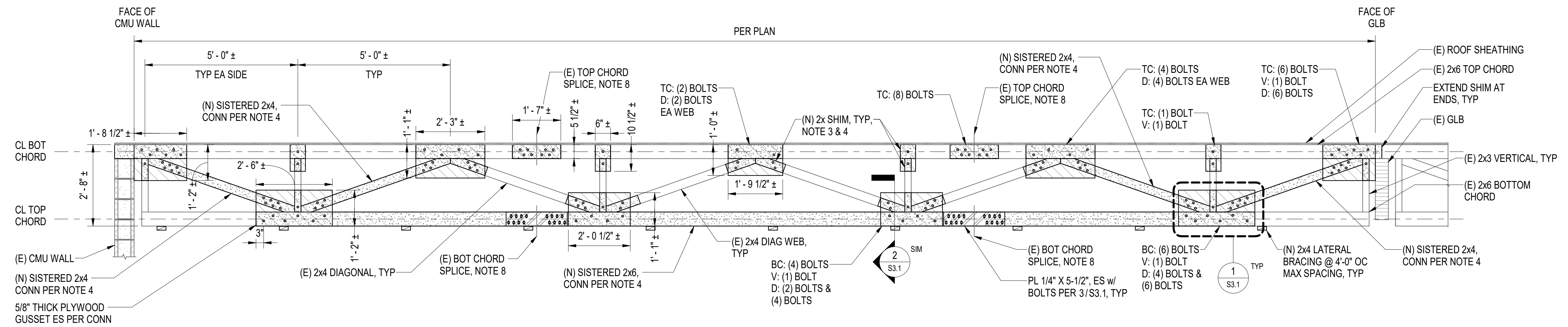
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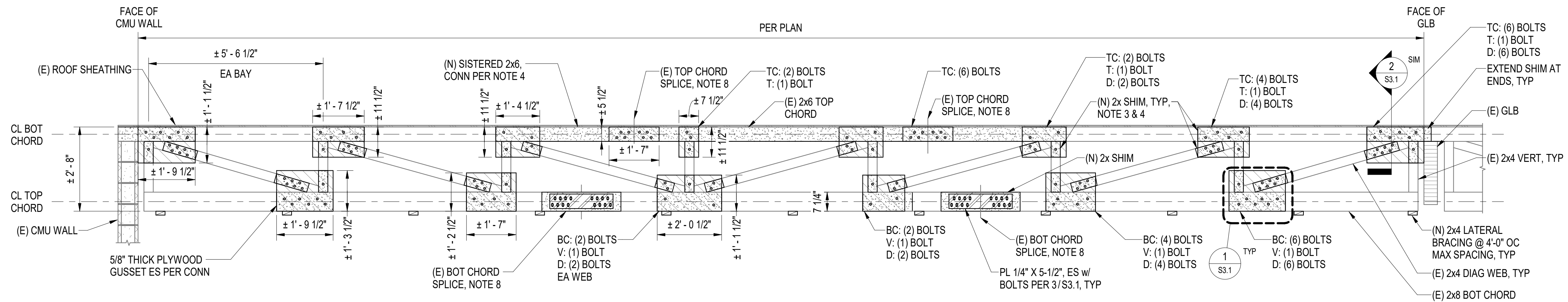
05/13/2024

4973 EAGLE ST TRUSS REPAIR  
 4973 EAGLE ST, ANCHORAGE, AK, 99503

SOUTHCENTRAL FOUNDATION



**TRUSS TYPE 1 ELEVATION**



**TRUSS TYPE 2 ELEVATION**

- NOTES:**
1. BC = BOTTOM CHORD, TC = TOP CHORD, V = VERTICAL WEB, D = DIAGONAL WEB.
  2. ALL BOLTS SPECIFIED ARE 1/2"Ø BOLTS.
  3. PROVIDE 2X SHIM AT PLYWOOD GUSSETS AS SHOWN; EXTEND THE SHIM TO THE EDGE OF THE GUSSET UON. IF THERE IS A SISTER MEMBER SPECIFIED, NO SHIM IS NEEDED.
  4. GLUE AND NAIL (N) SHIM OR (N) SISTER TO (E) WOOD MEMBER PRIOR TO SECURING GUSSETS. PROVIDE (2) STAGGERED ROWS OF 8d NAILS @ 6" OC, TYP.
  5. GLUE GUSSETS PRIOR TO INSTALLATION OF BOLTS. CONNECT GUSSETS TO BLOCKING PER NOTE 4.
  6. DRILL NEW HOLES FOR BOLTS THROUGH (E) TRUSS PRESS PLATES AS NEEDED.
  7. CONTRACTOR TO FIELD VERIFY ALL TRUSS DIMENSIONS PRIOR TO INSTALLING GUSSETS. NOTIFY EOR OF LOCATIONS WHERE FV DIMENSIONS VARY FROM CONTRACT DOCUMENTS.
  8. FV SPLICE LOCATIONS. IF SPLICE LOCATIONS INTERFERE WITH A DIAGONAL OR VERTICAL CONNECTION, CONTACT EOR.

1 TRUSS TYPE 1 & 2 ELEVATIONS  
 S2.1 1/2" = 1'-0"

REVISION SCHEDULE		
#	DESCRIPTION	DATE

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SHEET DESCRIPTION:  
**TRUSS TYPE 1 & 2  
 ELEVATIONS**

SHEET NO:  
**S2.1**



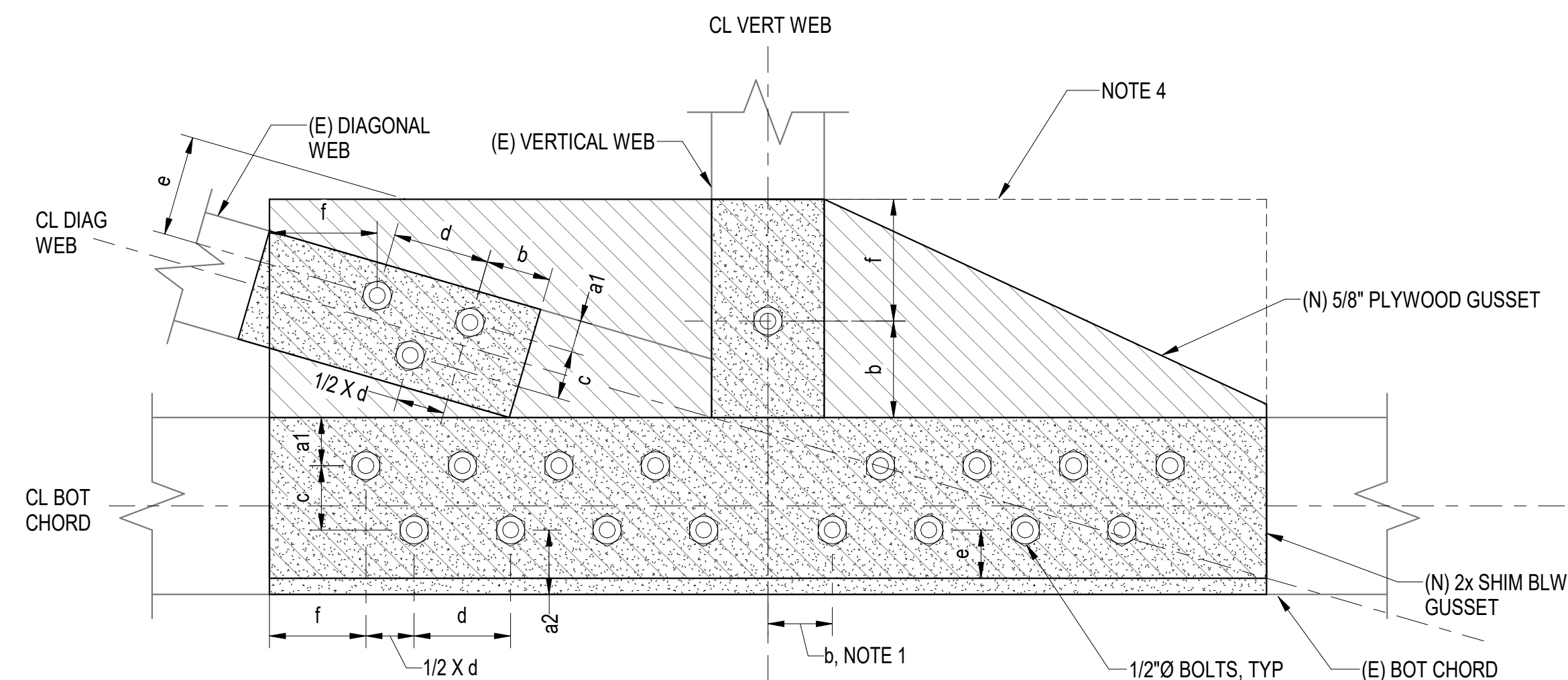
PERMIT SET



05/13/2024

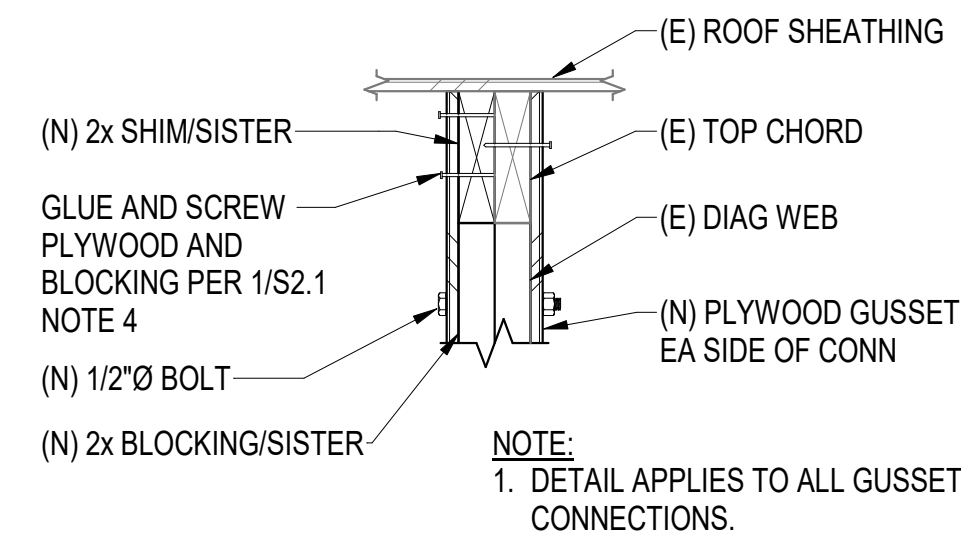
4973 EAGLE ST TRUSS REPAIR  
 4973 EAGLE ST, ANCHORAGE, AK, 99503

SOUTHCENTRAL FOUNDATION



- NOTES:  
 1. DIMENSION APPLIES FOR SPLICE END DISTANCES.  
 2. LAYOUT SHOWN HERE IS TYPICAL AND NOT SPECIFIC TO THIS PROJECT. LAYOUT BOLTS AND PLYWOOD AS SHOWN ON TRUSS ELEVATION.  
 3. ELONGATE 'd' DIMENSION TO SPREAD CHORD BOLTS OVER FULL LENGTH OF GUSSET.  
 4. CONTRACTOR MAY CUT PLYWOOD GUSSET PROVIDED MIN EDGE/END DISTANCES ARE MAINTAINED.  
 5. DETAIL APPLIES TO ALL WOOD GUSSET CONNECTIONS.

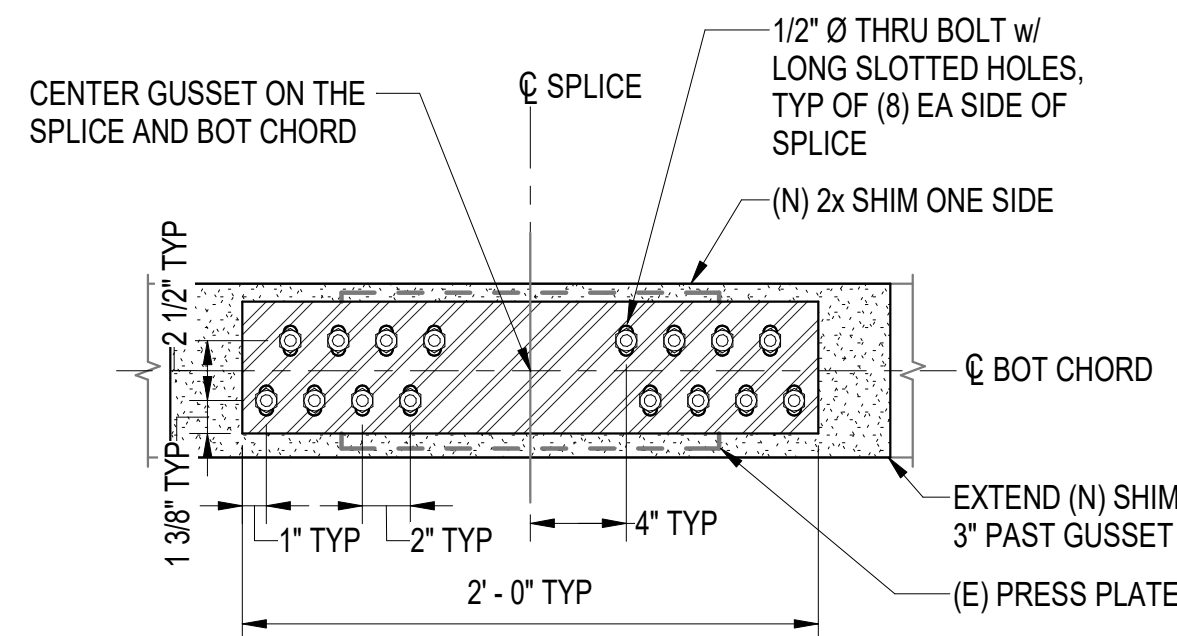
MINIMUM EDGE/END DISTANCES	
MAIN MEMBER (SHIM/E) 2x	
EDGE, a1	3/4"
EDGE TC & BC, a2	2"
END, b	2"
BTWN ROWS OF BOLTS, c	1-1/2"
BTWN BOLTS IN A ROW, d	3" FOR STAGGERED, 2" ELSE, NOTE 3
SIDE MEMBER (PLYWOOD GUSSET)	
EDGE, e	1-1/2"
END, f	3"



- NOTE:  
 1. DETAIL APPLIES TO ALL GUSSET CONNECTIONS.

1 TRUSS BOLT MINIMUM EDGE/END DISTANCES  
 S3.1 NTS

2 TYPICAL BLOCKING/SISTER CONN  
 S3.1 1 1/2" = 1'-0"



3 TYPICAL GUSSET CONN AT BOT SPLICE  
 S3.1 1 1/2" = 1'-0"

REVISION SCHEDULE		
#	DESCRIPTION	DATE

DATE: 5/14/2024  
 PROJECT #: 402023.149.002  
 DRAWN BY: GC  
 CHECKED BY: DS

SHEET DESCRIPTION:  
 DETAILS

SHEET NO:  
**S3.1**

**EXHIBIT G – COMMERCIAL BUILDING PERMIT RECEIPT**



**Municipality of Anchorage**  
**Community Development Department**  
**Development Services Division**

P.O. Box 196650 - Anchorage, Alaska 99519-6650 - 4700 Elmore Road  
 Phone: (907) 343-8211 Fax (907) 343-8214 <http://www.muni.org>

**COMMERCIAL BUILDING APPLICATION**

Application Date: 05/14/2024

**APPLICATION NO: C24-1474**  
 EPLANS - DAMAGED TRUSS REPAIRS

**PM: PWRWP**

Expiration Date: 05/09/2025

**Address of Project**

4973 EAGLE ST, Anchorage

**Parcel:**

00921133000

**Legal:**

INTERAIR BLK 2 LT 5C G:1831

**Subdivision:**

INTERAIR

**Description of Work:**

EPLANS - DAMAGED TRUSS REPAIRS - NO P/M/E - BWP  
 ELECTRONIC FOLDER/SEE ATTACHMENTS - BWP

**Permittee:**

SOUTHCENTRAL FOUNDATION

**Address:**

4501 DIPLOMACY DRIVE #200, ANCHORAGE AK

**Permit Type:**

BLDGALTER

**Existing Use:**

B

**Proposed Use:**

B

**Owner:**

SOUTHCENTRAL FOUNDATION

**Address:**

4501 DIPLOMACY DRIVE #200 ANCHORAGE, AK 995085919

<u>Fee</u>	<u>Qty</u>	<u>Unit Cost</u>	<u>Fee Status</u>	<u>Total</u>	<u>Amount Due</u>
Fire Plan Review	1.0000	110.00	UNPAID	110.00	110.00
Plan Review	1.0000	310.00	UNPAID	310.00	310.00
Zoning Plan Review	1.0000	225.00	UNPAID	225.00	225.00
Building Permit	1.0000	1,500.00	UNPAID	1,500.00	1,500.00
<b><u>Total Balance Due:</u></b>					<b>2,145.00</b>

Signature of Permittee or Agent: \_\_\_\_\_

Printed Name:



MOA DEV SVCS PMT CHRGS

MOA DEV SVCS PMT CHRGS

Date: 05/14/2024 07:50:01 AM

CREDIT CARD SALE

VISA

CARD NUMBER: \*\*\*\*\*4360 K

TOTAL AMOUNT: \$2,145.00

APPROVAL CD: 084642

RECORD #: 000

CLERK ID: PWRWP

Permit/Dept Number: C24-1474

Customer ID: 3000

Customer Copy

**END OF RFP DOCUMENT**