FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT

520 Fifth Ave. Fairbanks, AK 99701 (907) 452-2000 (907) 451-4465 [fax]

INVITATION FOR BIDS
Non-Personal Service Contract

Solicitation No: 23-F0007

Greetings,

You are invited to submit your bids for:

PLAYGROUND INSTALLATION - ANDERSON CRAWFORD ELEMENTARY (ACE)

A pre-bid conference / site visit will be held at Crawford Elementary School; 692 Raven's Way Eielson AFB 99702, at 3:15pm on 7/20/22. Note: this school is located on a Military Base; contact Purchasing Agent, Emily Proper, to facilitate access to the military installation.

Bids shall be received at the District Purchasing Office located at the School District Administrative Offices, 520 5th Ave, Fairbanks, AK 99701, until 4:30 PM on 7/29/22, at which time they shall be opened and publicly read aloud.

Method of Award: AGGREGATE

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Sincerely,

Emily Proper, Director of Procurement & Warehouse
Purchasing Agent
emily.proper@k12northstar.org
907-452-2000 x11345

SECTION I - INSTRUCTIONS TO BIDDERS

Services IFB

1. **AUTHORITY**

This solicitation is issued pursuant to Fairbanks North Star Borough School District Board Policy 440 as supplemented by Administrative Regulation 440.12.

2. **PURPOSE**

These instructions outline the procedures to be followed in submission of a bid or quotation, the evaluation of bids and quotations, and the award of a contract. The terms "solicitation", "request for quotation" (RFQ), and "invitation for bids" (IFB) are used interchangeably and have the same meaning in these instructions. The terms "offer", "bid", and "quotation" all refer to a vendor's offer to sell at the prices specified on the bid schedule and are used interchangeably.

3. **SOLICITATION REVIEW**

Offerors shall carefully review this solicitation for ambiguities. Offeror's comments concerning ambiguities in this solicitation must be made in writing and received by the Buyer at least four (4) working days before the due date. Such comments will allow time for an amendment to be issued, if one is required. Offerors should send any such comments to the Buyer listed on the front of this solicitation. Offeror's protests based upon any omissions, errors, or the content of this solicitation will be disallowed if not made known prior to the solicitation opening.

4. **INTERPRETATION OR REPRESENTATIONS**

The FNSB School District assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated in a written amendment to this solicitation. No oral interpretation will be made to any Offeror as to the meaning of this solicitation or any part thereof. Every request for such interpretation shall be made in writing to the Buyer. Oral explanations or instructions given before the award of the contract will not be binding. Every interpretation made to an offeror will be in the form of an amendment to this solicitation, but it shall be the offeror's responsibility to make inquiry as to the amendments issued. All amendments shall become part of the contract and all offerors shall acknowledge receipt of the amendments. Failure to acknowledge receipt of the amendment may be cause for rejection of bids as non-responsive.

5. **BID FORMS**

Offerors shall submit bids by completion of the Seller's portion of the contract attached as Section II. Specifically, Offerors shall enter the business name, address, phone and FAX numbers, Alaska business license number in the basic contract header section, complete and sign the signature section of the basic contract, and enter the bid price and signature in Exhibit "C" (Bid Schedule) of the basic contract. The contract submitted must be complete, legible, and manually signed. The School District will execute its portion of the contract (bid) submitted and forward to the successful offerors with a School District Purchase Order as notice to proceed. The enclosed "Amendment Acknowledgment" form will be used to acknowledge receipt of any addenda and submitted with the bid. Unless otherwise authorized herein, emailed or "FAX" bids will not be accepted.

6. **PRE-BID CONFERENCE**

Pre-bid conferences are held to give offerors an opportunity to address deficiencies, defective specifications, and other concerns contained in the bid document. The purpose is to identify and resolve issues that have the potential of generating an award protest based on defective or ambiguous specifications. Unless defective specifications are brought to the FNSB School District's attention at the pre-bid conference, or as stated in the "Solicitation Review" clause, above, protests or appeals of award based on alleged defective specifications will not be favorably considered.

7. **SUBMITTING BIDS**

a. Bids must be submitted in a sealed envelope, marked and addressed as shown below. Envelopes with bid numbers written on the outside will not be opened until the scheduled date and time. Bids must be received prior to the opening date and time.

| Bidder's Return Address
XXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXX

FNSB School District
Purchasing Department
520 Fifth Ave
Fairbanks, Alaska 99701

Bid No: (insert the bid number on your envelope)
| Opening Date: (insert the opening date on your envelope)

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b. Neither the Fairbanks North Star Borough School District nor its officers or employees shall be responsible for the premature opening or failure to open a bid that is not properly addressed and identified.

c. The FNSB School District Purchasing Department is located at 520 Fifth Ave, Fairbanks, Alaska, 99701; and is open for business from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m., Monday through Friday. Acceptance of Special Delivery mail is not available Saturday, Sunday or holidays. The ultimate responsibility for the delivery of the bid document lies with the bidder. The FNSB School District shall make no concession regarding postal service or any other form of conveyance of the bid document even when timely delivery of the bid fails through no fault of the bidder.

d. Bidders are encouraged to mail return bids at least five (5) working days prior to bid opening. Bids mailed less than five (5) working days before opening should be sent via Postal Express, DHL Courier Express, or similar service.

e. This is a suggestion only to minimize late bids received and does not negate the aforementioned disposition of late bids.

8. **RECEIPT AND OPENING OF BIDS**

a. Bids received prior to the advertised hour of opening will be kept securely sealed. The School District representative whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

b. No responsibility will attach to the School District or its representative for the premature opening of, or the failure to open, a bid not properly addressed and identified in accordance with paragraph 1 (above).

c. At the time and place fixed for the opening of bids, the School District's representative will cause the bids to be opened and publicly read aloud. Bidders and other persons properly interested may be present, in person or in representative.

9. **LATE BIDS**

Bids received after the exact date and time specified for opening shall not be considered, and shall be held unopened by the FNSB School District until after the award of the contract. The FNSB School District reserves the right, at its discretion, to consider bids which have been delayed or mishandled by the FNSB School District.

10. **PRICES**

a. The offeror shall state prices in the units of purchase specified on the BID SCHEDULE AND OFFER form. Prices quoted for commodities or services must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized, or the services can be provided without further cost.

b. Prices quoted must be exclusive of federal, state, and local taxes. If the offeror believes that certain taxes are payable by the FNSB School District, the offeror may list such taxes separately, directly below the unit price for the affected item.

c. The School District shall receive the benefit of any general reduction in Seller's price prior to delivery and in no event shall the School District be charged higher prices than the Seller's similar customers who take delivery in substantially the same amounts and substantially similar circumstances.

11. **ALTERNATE BIDS**

Alternate bids will not be considered unless specifically requested.

12. **WITHDRAWAL, MODIFICATION, OR CORRECTION**

Bids may be modified, corrected, or withdrawn on written, FAX or emailed request if received prior to the time set for bid opening. Bids may not be modified, corrected or withdrawn verbally. The offeror bears the same responsibility for delivery of bid modifications, corrections or withdrawals as for the original document. All modifications, corrections, or requests for withdrawals must be clearly marked as such. The original bid, as modified by such written communication will be considered as the offer. No offeror will be permitted to withdraw his bid after the time set for opening bids.

13. **VENDOR TAX ID NUMBER**

If goods or services procured through this solicitation must be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the FNSB School District before payment will be made.

14. **ACCEPTANCE OR REJECTION OF BIDS**

a. The FNSB School District may cancel the solicitation if such cancellation is in the best interest of the FNSB School District.

b. A bid may be rejected when (1) the bid is not signed, (2) the offeror has failed to perform under some other contract with the FNSB School District, (3) the offeror fails to supply bid or performance bonds, plans, specifications, samples, descriptive literature, etc., when such item is called for in this solicitation, (4) the bid fails to include acknowledgment of all amendments issued, (5) the bid contains an alteration or erasure which is not initialed by the signer, (6) the offeror changes or qualifies a material term or condition of the solicitation.

c. The FNSB School District has the authority to waive any and all minor deviations or irregularities on any or all bids.

d. The School District reserves the right to reject all offers and procure the specified supplies or services from contracts let by other government agencies.

15. **AWARD OF CONTRACT**

a. The resulting contract will be awarded to the responsible offeror submitting the low, responsive bid complying with the requirements of this invitation, provided his bid is reasonable and it is in the best interest of the FNSB School District to accept it. The FNSB School District, however, reserves the right to reject any and all bids and to waive any minor informality or irregularity in bids received whenever such rejection or waiver is in the FNSB School District's best interest.

b. The FNSB School District reserves the right to reject the bid of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature; to reject the bid of an

offeror who is not, in the opinion of the FNSB School District, in a position or qualified to perform the contract; and any or all bids when such rejection is in the best interest of the FNSB School District.

c. The School District reserves the right to reject any or all bids, to waive deviations from the specifications and to waive informalities in the bids received whenever such rejection or waiver is considered to be in the best interest of the School District.

d. The School District reserves the right to accept or reject any or all items of any bid, where such acceptance or rejection is appropriate and does not affect the basic bid.

e. Public notice of award will be made through posting a tabulation of bids/quotations to the School district "Bid Board" located outside the Purchasing Dept. in the Administrative Center.

16. **CONTRACT FUNDING**

Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board, the School District reserves the right to cancel multi-year term or requirements at no penalty.

17. **QUALIFICATIONS OF OFFERORS**

At the option of the FNSB School District, and prior to Contract Award, an offeror may be requested to submit a detailed statement of his qualifications, including his previous experience in performing similar or comparable contracts, his business and technical organization, his financial resources and his equipment and plant available to be used in performing the contemplated contract. The FNSB School District shall have the right to take such steps as it deems necessary to determine the ability of the offeror to perform his obligations under the Contract and the offeror shall furnish the FNSB School District all such information and data for this purpose as may be requested. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the FNSB School District the offeror is qualified to carry out properly the terms of the Contract.

18. **RESPONSIVE BID**

A responsive bid is one that conforms in all material respects to the solicitation. The FNSB School District reserves the right to waive technicalities or minor informalities in determining an offeror's responsiveness.

19. **RESPONSIBLE OFFEROR**

A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

20. **AGGRIEVED OFFERORS**

The FNSB School District administration shall post its Notice of Intent to Award by 12:00 noon, on Wednesday preceding the scheduled Tuesday School Board meeting for those contracts requiring School Board approval. Any aggrieved offerors may appeal the award of a contract to the School Board in writing, for those contracts requiring School Board action. The appeal must be received by the Director of Procurement prior to 12:00 noon on the day of the School Board meeting at which award of the contract is to be made. Appeals of contract awards not requiring School Board action must be submitted not later than close of business five (5) calendar days after the posting the bid results at the Purchasing Office. The appeal must include the name of the person submitting the protest, the name of the offeror represented by that person, the specific bid which is being appealed, a detailed explanation of the reasons for the appeal and the form of relief requested. The aggrieved offeror must serve all other offerors with the notice of the appeal in order to afford them the opportunity to rebut. Failure to given written notice of the appeal provided herein constitutes a waiver by the aggrieved offeror's right of any objection to the award. (FNSB School District Board Policy 442.21 - 442.24; Administrative Regulation 440.12.6.C)

21. **ACCEPTANCE PERIOD**

To provide time for evaluation of offers received and approval of proposed awards, all bids submitted shall remain valid for a period of 60 days.

Any extension of this 60 days acceptance period shall be requested by the District in writing.

22. **BID PREPARATION COSTS**

The FNSB School District is not liable for any costs incurred by the offeror in bid preparation.

23. **ITEM SPECIFICATIONS**

The attached specifications/Statement of Work may indicate specific products to be used in this project. These products reflect items that have been purchased/installed in the past, are of known quality, and are acceptable to the School District. If the products specified are cited in the specifications/Statement of Work as “or equal” or “approved equal”, bidders may offer other than that specified if the item offered is equal to that specified in general style, type, quality, workmanship, economy of operation, performance, characteristics, and suitability for the purpose intended. If so, offerors must identify the brand name offered, provide descriptive literature, and be prepared to provide samples if called for during the evaluation. Descriptive literature provided must be of sufficient scope so as to allow the District’s representative to make an intelligent determination as to the suitability of the product offered to the District’s needs. The District retains the sole right to determine if a product offered is, in fact, equal to that specified in this invitation for bids. If there is any doubt as to the suitability of a product offered on an “or equal” basis, the product will be rejected in favor of an offer which provides the specified product. The offeror warrants the alternative product to be equal or better than the specified item in quality, workmanship, economy of operation, performance, and characteristics; and is suitable for the purpose intended. If the item specifications indicates “no substitute”, offers that include only the specified item will be considered.

24. **NON-DISCRIMINATION**

Offerors agree that if awarded a contract under this invitation they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, the Equal Employment Opportunity Act and all amendments thereto, the Fairbanks North Star Borough School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

25. **CONDITIONS AT SITE OF WORK**

Offerors must visit the premises to ascertain pertinent conditions (readily determined by inspection and inquiry), such as the area, location, accessibility and general character of the premises. Execution of the Contract by the Offeror shall in no way relieve him of any obligation under it due to his failure to receive or examine any form of legal instrument or to visit the premises and acquaint himself with the conditions there existing and the School District will be justified in rejecting any claim based on the facts regarding which he should have been on notice as a result thereof.

SECTION II – SERVICE CONTRACT

23-F0007

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SERVICE CONTRACT

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Signatures
Exhibit "A" – Statement of Work, 23-F0007
Exhibit "B" – General Provisions – Service Contracts
Exhibit "C" – Bid Schedule

BETWEEN Fairbanks North Star Borough School District
A Political Subdivision of the State of Alaska
Having a place of business at
520 5th Ave
Fairbanks, AK 99701
Hereinafter referred to as "Buyer"

AND _____

a _____ Corporation having a place of business at
(State)

_____

_____

_____
(Phone)

_____
(FAX)

_____
(Alaska Business License Number)

hereinafter referred to as "Seller"

WITNESSETH THAT:

IN CONSIDERATION OF the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

1 **SUPERSEDING EFFECT**

This contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under this Contract.

2 **SCOPE OF WORK**

The Seller shall furnish all the services and materials necessary to perform the work associated with Anderson Crawford Elementary (ACE) Playground installation, as set forth in Exhibit "A" entitled "Statement of Work 23-F0007, hereinafter referred to as the "SOW."

3 **PERIOD OF PERFORMANCE**

a Work may begin as soon as possible (upon execution of contract), and must be completed no later than 7/31/23.

b Specific periods of performance, if any, and completion dates for each Contract line item are set forth in the SOW.

4 **CONSIDERATION AND PAYMENT**

Payment will be made in accordance with Exhibit "C".

5 **INSPECTION AND ACCEPTANCE**

All work performed under this Contract shall be inspected and accepted in accordance with the provisions of the SOW.

6 **DOCUMENT INCORPORATED BY REFERENCE**

The following documents are hereby incorporated by reference:

a Exhibit "A" entitled "Statement of Work No. 23-F0007

b Exhibit "B" entitled "General Provisions – Service Contracts"

c Exhibit "C" entitled "Bid Schedule"

7 **ORDER OF PRECEDENCE**

The following order of precedence shall govern in the event of a conflict between documents of this Contract:

a Articles 1 through 8 hereof.

b Exhibit "A" entitled "Statement of Work No. 23-F0007

c Exhibit "B" entitled "General Provisions – Service Contracts"

d Exhibit "C" entitled "Bid Schedule"

8 **NOTICES AND CORRESPONDENCE**

All notices and correspondence shall be sent by either party to the other party, in all matters dealing with this Contract, to the following addresses:

CONDITIONS OF PURCHASE: GOODS (CONT)

a To the Buyer: FNSB School District
520 Fifth Ave
Fairbanks, AK 99701

Attention: Facilities Maintenance Department, IFB#23-F0007

Email: purchasing@k12northstar.org

b To the Seller: _____

_____

_____

Attention: _____

Email: _____

Or any other address provided prior written notice is given to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract which is effective as of _____

Attest: FNSB School District

Signature _____
Buyer

Date _____

Attest: _____
(Bidder's typed or printed name)

Signature _____
(Individual authorized to bind firm)

Title _____

Date _____
(Date Signed)

EXHIBIT "A" – Statement of Work

23-F0007

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Overview:

Due to the closure of Anderson Elementary (K-2), Crawford Elementary (3-6) has been renamed to Anderson Crawford Elementary, which will now become a facility that provides (K-6) education. Because the existing playground equipment at Crawford Elementary was not designed for (K-2) students, the District is seeking to outsource site preparation, and equipment installation services in order to resume educational services without further disruption to students and families.

Summary:

Install playground equipment at Anderson Crawford Elementary. Provide site preparation necessary to complete equipment installation, such as: excavating, filling, compacting, and any other related items. Prepare area for concrete sidewalk, curbs, and gutters. Install chain link fence and gates, owner supplied playground equipment, seed designated area for grass, and back fill playground area with engineered wood chip fill.

1. BASE BID AND ADDITIVES

Base Bid – Anderson Crawford Elementary School, all work shown on drawings for the installation of a Kindergarten Playground.

2. LOCATION AND CONTACTS

Anderson Crawford Elementary
692 Ravens Way
Eielson AFB, Ak 99702

School District Contract Administrator – Dan DeGraw, Project Manager, 907-799-4486, dan.degraw@k12northstar.org

3. SCHEDULE

The playground equipment has been ordered from the Manufacturer, Northwest Playground, and is due to arrive in Fairbanks on 9/12/22. Site preparation may ensue prior to receipt of equipment.

Work may begin as soon as possible (upon execution of contract), and must be completed no later than 7/31/23.

4. SECTION 015500 – ENVIRONMENTAL PROTECTION

I. GENERAL

a. APPLICABLE REGULATIONS

(1) In order to prevent, and to provide for abatement and control of, any environmental pollution arising from the construction activities of the Contractor and his subcontractors in the performance of this contract, they shall comply with all applicable control and abatement, as well as the specific requirements stated elsewhere in the contract specifications.

b. PROTECTION OF LAND RESOURCES

(1) General: The work covered by this section consists of furnishing all labor, materials, and equipment, and performing all work required for the prevention of environmental pollution during and as the result of construction operation under this contract except for those measures set forth in other Technical Specifications. For the purpose of this specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land and involves management of noise and solid waste as well as other pollutants. It is intended that the land resources within the project boundaries and outside the limits of permanent work performed under this contract be preserved in their present condition or be restored to previous condition after completion of the project. Insofar as possible, the Contractor shall confine his construction activities to areas defined by the plans or specifications.

(2) Post-Construction Cleanup or Obliteration: The Contractor shall obliterate all signs of temporary construction facilities such as work areas, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the Owner's representative

c. AIR POLLUTION

(1) Dust Control: The Contractor will be required to maintain all excavations, embankments, stockpiles, and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.

(2) Burning: On-site burning will not be permitted.

d. HAUL ROUTES

(1) Contractor will be required to take precautions to prevent the generation of dust along haul routes to/from borrow pits and waste disposal sites.

(2) All objects that are inadvertently blown from Contractor vehicles and equipment shall be picked up by Contractor as it is discovered, or when discovered by the Project Manager.

(3) Gravel or topsoil spillage on paved streets shall be removed with a street sweeper by the Contractor as it is discovered, or when discovered by the Project Manager. Rocks shall not be swept into maintained grass or landscaped areas.

e. NOTIFICATION

(1) The Project Manager will notify the contractor in writing of any noncompliance with the foregoing provisions and the action to be taken. The contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Owner's representative may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

(2) No part of the time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor.

(3) Contractor shall immediately notify the following agencies in the event of any spills or discharges of petroleum products or other hazardous substances:

State of Alaska Department of Environmental Conservation – (907) 451-2100
Eielson AFB Fire Department – (907) 377-2216
Project Manager – Dan DeGraw – (907) 799-4486

f. SUBCONTRACTORS

(1) Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

g. EROSION, SEDIMENT, AND POLLUTION CONTROL

(1) DESCRIPTION. Plan, provide, inspect and maintain control of erosion, sedimentation, water pollution, and hazardous materials contamination.

(2) DEFINITIONS:

(a) BMP (Best Management Practices): A wide range of project management practices, schedules, activities, or prohibition of practices, that when used alone or in combination, prevent or reduce erosion, sedimentation, and/or pollution of adjacent storm sewer systems, water bodies, or wetlands. BMP's include temporary or permanent structural and non-structural devices and practices. Common BMP's are

described in ADOT & PF's Alaska Storm Water Pollution Prevention Guide and ADEC's Alaska Storm Water Guide, both available via the internet.

(b) ESCP (Erosion and Sediment Control Plan): The contractor's general plan for control of project related erosion and sedimentation. The ESCP normally consists of a general narrative and a map or site plan.

(c) Final Stabilization: A point in time when all ground-disturbing activities are complete and permanent erosion and sediment controls are established and functional. A stabilized site must be protected from erosive forces of raindrop impact and water flow. Typically, all unpaved areas except graveled shoulders, crushed aggregate base course, or other areas not covered by permanent structures are protected by either a uniform blanket of perennial vegetation (at least 70% cover density) or equivalent permanent stabilization measures such as riprap, gabions, or geotextiles.

(d) HMCP (Hazardous Material Control Plan): The Contractor's detailed plan for prevention of pollution that stems from the use, containment, cleanup, and disposal of hazardous material, including petroleum products generated by construction activities and equipment.

(e) NOI: Notice of Intent to commence ground-disturbing activities under the APDES Storm Water General Permit.

(f) NOT: Notice of Termination of coverage under the APDES Storm Water General Permit.

(g) APDES Storm Water General Permit: The permit issued by the Alaska Department of Environmental Conservation (ADEC) under the Alaska Pollutant Discharge Elimination System (APDES) for storm water discharges from construction activities. This permit requires an approved SWPPP and NOI's listed as active status by ADEC prior to ground-disturbing activities for any project that will result in a total ground disturbance of equal to or greater than one acre and discharge storm water to waters of the U.S.

(h) SPCC (Spill Prevention, Control, and Countermeasure): The Contractor's detailed plan for an oil spill prevention and control measures that meets the requirements of 40 CFR 112.

(i) SWPPP (Storm Water Pollution Prevention Plan): The Contractor's detailed plan for storm water management under the APDES Storm Water General Permit. The SWPPP is developed based on the Contractor's ESCP when a project will result in a total ground disturbance of equal to or greater than one acre and discharge storm water to waters of the U.S.

h. ACTION SUBMITTALS

(1) For all projects, electronically submit your ESCP and HMCP to the Project Manager for approval. Electronically submit your SPCC Plan (if required by 40 CFR 112). If the project will result in a total ground disturbance of equal to or greater than one acre and discharge storm water to waters of the U.S., electronically submit SWPPP in lieu of the ESCP. Sign all submittals. Deliver these documents to the Project Manager no less than fourteen calendar days prior to commencing ground-disturbing activities.

(2) Submittals will be returned to you as either requiring modification, or as approved by the Department. Once you receive an approved SWPPP, submit your NOI to ADEC. A copy of the NOI must be submitted to the Department. The Department will submit a separate NOI as appropriate. Follow the SWPPP submittal requirements outlined in the APDES Storm Water General Permit. SWPPP submittal to ADEC is required for certain projects.

(3) The approved ESCP or SWPPP, approved HMCP, and submitted SPCC Plan (if required by 40 CFR 112) becomes the basis of work required for the project's erosion, sediment, and pollution control.

(4) When the project is stabilized, as determined by the Project Manager, submit your signed NOT to ADEC with a copy to the Project manager. The Department will transmit a separate NOT as appropriate.

i. EROSION AND SEDIMENT CONTROL PLAN (ESCP) REQUIREMENTS

(1) For projects not requiring coverage under APDES Storm Water General Permit, prepare an ESCP based on the following guidelines:

1. Plan the project to take advantage of topography, soils, waterways, and natural vegetation;
2. Expose the smallest practical area for the shortest possible time;
3. Apply on-site erosion control measures to reduce the erosion from the site;
4. Use sediment control measures to prevent off-site detrimental impacts whenever primary on-site erosion control measures might be insufficient; and
5. Implement a thorough maintenance and follow-up program.

(2) The ESCP shall include at a minimum a site map and associated narrative, describing waters of the U.S. that could be impacted, potential pollutants, BMP's that will be implemented, and a schedule of BMP inspection and maintenance activities

j. STORMWATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS

(1) For projects requiring coverage under the APDES Storm Water General Permit, prepare a SWPPP certified by a licensed Professional Engineer or a Certified Professional in Erosion and Sediment Control. The SWPPP shall be based on the guidelines described in Section 015500 1.9 and must consider first preventing erosion, then minimizing erosion, and finally trapping sediment before it enters waterways.

(2) The SWPPP must include all requirements set forth in the ADEC Storm Water General Permit and outlined in the ADEC SWPPP Checklist (available via the internet). Specify the line of authority and designate your field representative for implementing SWPPP compliance. Designate one representative for each subcontractor who performs earth-disturbing activities, or who will install or maintain erosion and sediment control measures.

k. HAZARDOUS MATERIAL CONTROL PLAN (HMCP) REQUIREMENTS

(1) Prepare a HMCP for the handling, storage, cleanup, and disposal of petroleum products and other hazardous substances. (See CFR 117 and 302 for listing of hazardous materials.)

(2) List and give the location of all hazardous materials, including office materials, to be used and/or stored on site, and their estimated quantities. Detail your plan for storing these materials as well as disposing of waste petroleum products and other hazardous materials generated by the project.

(3) Identify the locations where storage, fueling, and maintenance activities will take place, describe the maintenance activities, and list all controls to prevent the accidental spillage of oil, petroleum products, and other hazardous materials.

(4) Detail your procedures for containment and cleanup of hazardous substances, including a list of the types and quantities of equipment and materials available on site to be used.

(5) Detail your plan for the prevention, containment, cleanup, and disposal of soil and water contaminated by accidental spills. Detail your plan for dealing with unexpected contaminated soil and water encountered during construction

(6) Specify the line of authority and designate your field representative for spill response and one representative for each subcontractor.

l. SPILL PREVENTION, CONTROL, AND COUNTERMEASURE (SPCC) PLAN REQUIREMENTS

(1) Prepare and implement a SPCC Plan that is certified by a licensed Professional Engineer when required by 40 CFR 112, including:

(a) When oil spills may reach navigable waters; and
(b) Your total above ground oil storage capacity is greater than 1,320 gallons

(2) Comply with 40 CFR 112 and address the following issued in your SPCC plan:

(a) Operating procedures that prevent oil spills;
(b) Control measures installed to prevent a spill from reaching navigable waters; and
(c) Countermeasures to contain, clean up, and mitigate the effects of an oil spill

m. CONSTRUCTION REQUIREMENTS

(1) For projects not requiring coverage under the APDES Storm Water General Permit, implement the ESCP and inspect and maintain all BMPs as outlined in the ESCP.

(2) For projects requiring coverage under the APDES Storm Water General Permit, implement the SWPPP. Do not begin ground-disturbing work until ADEC has acknowledged receipt of your NOI and has listed it as active status. Post at the construction site:

(a) APDES Permit Number, if available, and a copy of the NOI;
(b) Name and 24-hour contact number of your local contact person.

(3) Comply with all requirements of the APDES Storm Water General Permit, implement and maintain all temporary and permanent structural and non-structural BMPs identified in the SWPPP, and ensure that the SWPPP remains on-site and is kept current. BMP inspections shall be conducted at least once every 7 calendar days by a licensed Professional Engineer, a Certified Professional in Erosion and Sediment Control, or an Alaska Certified Erosion and Sediment Control Lead. The SWPPP shall be amended to correct problems resulting from any:

(a) Storm or other circumstance that threatens water quality; and
(b) Inspection that identifies existing or potential problems.

(4) If unanticipated or emergency conditions threaten water quality, take immediate suitable action to preclude erosion and pollution. Report discharges as required by federal, state, and local law and as described in the SWPPP.

(5) Submit SWPPP amendments to the Project Manager within seven days following the storm or inspection. Detail additional emergency measures required and taken, to include additional or modified measures. If modifications to existing measures are necessary, complete implementation within seven days.

(6) Submit a signed NOT to ADEC and the Project Manager:

(a) When the project site has been finally stabilized and all storm water discharges from construction activities authorized by the APDES Storm Water General Permit have ceased.
(b) When the construction activity operator has changed.

(7) If you fail to:

i) Pursue work required by the approved SWPPP;
ii) Respond to inspection recommendations and/or deficiencies in the SWPPP; or
iii) Implement erosion and sedimentation control identified by the Project Manager,

the Project Manager may, after giving you written notice, proceed to perform such work and deduct the cost thereof, including project engineering costs from your progress payments.

(8) Comply with all requirements of the approved HMCP, the submitted SPCC Plan, and all state and federal regulations that pertain to the handling, storage, cleanup, and disposal of petroleum projects or other hazardous substances. Contain, clean up and dispose of all discharges of petroleum products and/or other materials hazardous to the land, air, water, and organic life forms. Perform all fueling operations in a safe and environmentally responsible manner. Comply with the requirements of 18 AAC 75 and AS46, Oil and Hazardous Substances Pollution Control. Report oil spills as required by federal, state, and local law, and as described in your HMCP and SPCC Plans.

(9) Temporary erosion and pollution control measures that are required at Contractor-furnished sites are subsidiary

(10) Perform temporary erosion and pollution control measures that are required due to your negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or ordered by the Project Manager, or for your convenience, at your own expense.

(11) Permanent erosion and pollution control measures will be measured and paid for under other contract items, when shown on the bid schedule.

II. PRODUCTS (Not Used)

III. EXECUTION (Not Used)

END OF SECTION 015500

5. SECTION 116813 – PLAYGROUND EQUIPMENT

PART 1 GENERAL

1.1 SCOPE: SECTION 11 68 13 - PLAYGROUND EQUIPMENT INSTALLATION

1.2 DESCRIPTION

A. Playground equipment includes, but is not limited to, the following

1. Installation of playground equipment

1.3 RELATED WORK

A. 32 18 00 Playground Protective Surfacing

B. 32 13 13 Concrete Paving

1.4 REFERENCES

A. American with Disabilities Act (ADA), 2010

B. ASTM F 1487 (2001e1), Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

C. ASTM F 1951: Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.

D. U.S. Consumer Product Safety Commission (CPSC) – Playground Safety Handbook

1.5 CHILD SAFETY STANDARDS

A. Play events shall meet the child safety performance requirements described in CPSC Publication Number 325 and ASTM F 1487. The requirements include the entanglement; pinch, crush, and shear points; suspended hazards; play event access and egress points; play event use zone perimeter; and design criteria.

1.6 SUBMITTALS

A. Certificates: 1. Child Safety and Accessibility Evaluation: Record of measurements and findings by NPSI certified playground safety inspector. Verification that the installed play events and equipment meet manufacturer's recommendations and paragraph CHILD SAFETY STANDARDS.

B. Equipment Identification: List of equipment received from client.

1.7 QUALITY ASSURANCE

A. Coordinate all associated work to assure proper installation per manufacturer's printed instructions.

B. Completed installation shall comply with the intent of the Americans with Disabilities Act (ADA).

1.8 DELIVERY AND STORAGE

A. Client will furnish all playground equipment to contractor. Playground equipment shall be in new condition.

B. Upon receipt of materials, contractor shall store materials on-site, in a dry, secure, covered area, and in accordance with the manufacturer's recommendations until installed.

C. Contractor to inspect all parts for damage when received from Client. Any damage to equipment to be reported to Client immediately. Contractor assumes responsibility for any equipment that is installed.

1.9 MAINTENANCE MATERIALS SPARE PARTS.

A. Provide maintenance materials and any special tools necessary to make routine adjustments or repairs to equipment.

B. Return any spare parts furnished to Client.

PART 2 PRODUCTS

2.1 PLAYGROUND EQUIPMENT

A. All playground equipment will be furnished by client.

1. 350-2235 (1) Playworld System Challenger Structure, includes Twist and Shout, Glide Slide, Post Mounted Steering Wheel, Accessible Maze Panel, Slide- N-Learn Panel, Spin Racer Panel, Rock Climber, Solar Climber, 7in Bell, Chime Panel and Transfer Station with Step.
2. ZZXX0823 (1) 7ft 2-unit standard duty swing
3. ZZXX0824 (4) 7ft 2-unit standard duty swings
4. ZZXX0260 (20) Belt Seat with Silver Shield Chain

PART 3 EXECUTION

3.1 GENERAL

A. All equipment installation shall conform to manufacturer's printed instructions.

B. Copies of manufacturer's printed installation instructions shall be maintained on the jobsite during installation.

3.2 PREPARATION

A. The layout of the entire outdoor playground area shall be staked before the excavation begins and before perimeter edging is installed. The location of all elements shall be staked to include the following: All play event configuration access and egress points; use zone perimeters; hard surface areas and pathway widths; exterior plant material and planters; walls and fences; and structures. Contractor is responsible for laying out the playground as per manufacturer-approved layout. Inspect job conditions to assure that all areas to receive equipment units specified have been properly prepared and that all inserts, anchorage, blocking, and other items have been accurately placed.

B. Make needed corrections prior to proceeding.

3.3 INSTALLATION

A. Install equipment in strict accordance with manufacturer's printed instructions, including sequence of installation and assembly. Do not proceed with installation until fall zones have been verified by NRPA Certified Playground Safety Inspector to have no visible obstructions or hazards inside of curbs.

3.4 RESTORATION AND CLEAN UP

A. When the operation has been completed, the Sub-Contractor shall clean up and protect the site. Existing areas that have been damaged from the operation shall be restored to the original condition at the Sub-Contractor's expense. The site and play events shall be cleaned of all materials associated with the operation. Play events and surfaces shall be cleaned of dirt, stains, filings, and other blemishes occurring from shipment and installation. Cleaning methods and agents shall be done as recommended by the manufacturer. Required labeling shall be undamaged and visible.

3.5 PLAYGROUND ACCEPTANCE

A. Child Safety and Accessibility Evaluation: When the protective surfacing is installed, the play events and protective surfacing shall be thoroughly inspected and measured by the Contractor Quality Control inspector to verify the playground meets manufacturer's recommendations, Child Safety Standards, and acceptable fall heights as follows: 1. All equipment is securely anchored; 2. All hardware and connectors are tight and below the wear surface; 3. There are no sharp points, edges, and protrusions; 4. There is no potential for entanglement; 5. There are no pinch crush or shear points.

B. Measure use zone distances to determine the area is free of hard surfaces, objects or obstacles. Determine exceptions to use zone overlap occur in accordance with ASTM F 1487. Measure play event fall height and depth of loose fill protective surfacing. Ensure the slide exist region has required clear zone. Swing seat clearances are measured while occupied by a maximum user for the age group using the equipment. The finished installation shall have the appearance of a single covering. Protective surfacing that does not comply shall be reinstalled. Hardware that does not comply shall be replaced. Ensure positive drainage for the area and the lowest elevation of protective surfacing subgrade has been provided.

END OF SECTION 116813

6. SECTION 312000 – EARTH MOVING

PART 1 GENERAL

1.1 SCOPE: SECTION 31 20 00 - EARTH MOVING

A. Provide all site preparation, excavating, filling, compacting, and related items of work required to complete the earthwork as indicated on the Drawings and as specified herein.

B. Remove from site and legally dispose of all excavated materials that are not suitable for reuse as fill. Disposal site as selected by Contractor.

1.2 DEFINITIONS

A. Drainage Rock: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

B. Excavation: Removal of material of whatever character encountered above subgrade elevations and to lines and dimensions indicated.

C. Fill: Soil materials used to raise existing grades.

D. Structures: Buildings, footings, foundations, or other man-made stationary features constructed above or below the ground surface.

E. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.3 INFORMATIONAL SUBMITTALS

A. Product data and 12 by 12 inch sample of geosynthetic separator fabric.

1.4 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Utility Locator Service: Contractor shall notify utility locator service, for the area where the Project is located before beginning earth-moving operations.

C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures are in place.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter and is compactable under the provisions of SSHC 203-3.04 and 203-3.05.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Structural Fill: Meeting the following gradation: Size % Passing 4" 100 No. 4 Mesh 30-60 No. 200 Mesh 0-5

E. Common Fill for Area Grading or Landscape Areas: Any sandy gravel, sand, sandy-silt, or other common soil material containing no debris. Organic materials up to 10 percent by weight may be mixed in the soil mass provided the material is reasonably mixed and the organic content does not consist of large roots, stumps or tree limbs.

F. Drain Rock: Clean washed aggregate, free of organic material, debris, or other deleterious material meeting the following gradation:

Size	% Passing
3"	100 Less than 3
3/4"	Less than 3

2.2 BORROW SOURCE

A. Use materials from excavation where qualified. Additional materials shall be acquired in accordance with Eielson AFB Waste Disposal/Borrow Pit Plan.

2.3 GEOTEXTILES

A. Meet AASHTO M288 for a class 2 geotextile, except provide a minimum permittivity of 0.05 sec with a maximum apparent opening size (AOS) of No. 30 U.S. Standard Sieve as determined by ASTM D4751.

1. Joined by sewing or overlapping a minimum of 24 inches.

PART 3 EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

A. General:

1. Depth and extent of excavation shall be in conformance with Contract Drawings and Specifications and shall be sufficient for placement of structural fill, bedding or other specified backfill beneath sidewalks, footings, and other structures at elevations shown on Drawings.

2. No excavation is authorized below indicated depths unless so required in writing by Project Manager to obtain suitable bearing materials or to remove objectionable debris.

3. Unauthorized over-excavation beyond limits set by Drawings and/or Specifications shall be replaced with structural fill materials as specified elsewhere in this Section. Backfill and compaction of unauthorized over- excavation shall be at Contractor's expense.

4. Organic and frozen material encountered below required excavation limits shall be removed and replaced with structural fill. Obtain written approval from Project Manager prior to accomplishing work below required excavation limits.

5. Protect adjacent building foundations, utilities, road surfacing, and survey controls by careful excavation and shoring as required.

6. Contractor is responsible for excavating all types of material encountered in excavations including frozen soils down to the specified excavation limits without extra cost to the Owner, except for solid rock (where rock is not indicated on Drawings). Solid rock shall consist of igneous, metamorphic and sedimentary rock, which cannot be excavated without the use of blasting or rippers.

3.3 EXCAVATION FOR WALKS AND PLAY AREAS

A. Excavate surfaces under walks to indicated lines, cross sections, elevations, and subgrades.

3.4 SUBGRADE INSPECTION

A. Notify Project Manager when excavations have reached required subgrade.

B. If Project Manager determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Soft or yielding spots shall be replaced and recompacted. Adjust moisture content as necessary to achieve proper compaction. At the Contractor’s option, and at no additional cost to the Owner, the Contractor may place a geotextile separator fabric over the base of the excavation in lieu of replacing and recompacting unsuitable subgrade material. Approval by Project Manager of geotextile material and installation procedure is required, and approval and acceptance is at the sole discretion of the Project Manager.

D. Compact subgrade to specified compaction requirements.

E. Subgrade shall have no irregularities varying more than 0.1 foot above or below grade after compaction.

F. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

G. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Project Manager, without additional compensation.

3.5 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.6 BACKFILL

A. General:

1. Place and compact backfill in excavations promptly, but not before completing the following:

a. Removing concrete formwork.

b. Removing trash and debris.

c. Removing temporary shoring, bracing, and sheeting.

2. Obtain Project Manager's approval of excavations prior to placement of fills. 3. Lifts shall be placed on level planes. Step sides and bottom of excavations if necessary to accomplish level fills.

4. Each lift of backfill material to be carried level to all sides of excavated area. No partial fills permitted.

5. Edges of fills shall be compacted and brought up at a maximum slope of 2:1. 6. Do not place fill on frozen ground unless specifically authorized by the Project Manager. Placing of fill on frozen ground shall only be done with the prior notification and written approval of the Project Manager.

7. Structural fill may be placed at or below the water table only with the written approval of the Project Manager.

8. Clean up and grade all areas disturbed by placement of backfill.

B. Structural Fill:

1. Material required (MINIMUM) beneath referenced structure or area when not specifically detailed on plans:

a. Exterior walks and ramp: 12 inches.

2. Maximum loose depth of each lift shall be 8 inches in areas to be compacted by machine.

3. Fill in horizontal layers shall not exceed 6 inches loose depth where hand tampers or hand operated vibratory compactors are used.

C. Common Fill:

1. Use common fill for backfill as shown on the plans and for areas outside of walks and play structure, except where other materials are indicated on Drawings.

2. Maximum loose thickness 12 inches under area grading or landscape areas.

3.7 COMPACTION OF SOIL BACKFILLS AND FILLS

A. General:

1. See SSHC 203-3.03.

2. Compaction shall be thorough and to minimum density specified herein at all points throughout depth of fill.

3. When multiple lifts are required to achieve the specified grade, each lift shall be compacted to the specified density prior to placing the next lift.

B. Compaction Requirements:

Soil Material	% of Maximum Dry Unit Weight
Top 6 inches of subgrade under structural fill or bedding	95%
Structural Fill	95%
Top 18 inches of Common Fill in areas to receive topsoil	90%

C. General:

1. Except for rock fills and the first layer of fills over swampy ground, deposit embankment materials in layers not exceeding 8 inches in thickness before compaction.
2. Compaction shall be thorough.
3. Compact by routing construction equipment and/or rollers uniformly over the entire surface of each layer before the next layer is placed. Compact until embankment does not rut under the loaded hauling equipment.
4. Keep dumping and rolling areas separate. Do not cover any lift by another until the required compaction has been completed.

3.8 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.

3.9 SUBBASE UNDER WALKS

A. Place subbase course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course under walks as follows:

1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place base course material over subbase course under hot-mix asphalt pavement.
3. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.10 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Project Manager; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.11 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and

debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

7. SECTION 321613 – CONCRETE SIDEWALKS, CURBS, AND GUTTERS

PART 1 GENERAL

1.1 SCOPE: SECTION 32 16 13 - CONCRETE SIDEWALKS, CURBS, AND GUTTERS

A. This Section covers Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes concrete paving, including the following:
   1. Sidewalks.
   2. Concrete posts

B. Related Requirements:
   1. State of Alaska Department of Transportation and Public Facilities STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2015 Edition, (SSHC).

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Cold Weather Concreting Plan.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified ready-mix concrete manufacturer and testing agency.

B. Material Certificates: For the following, from manufacturer:
   1. Cementitious materials.
   2. Steel reinforcement and reinforcement accessories.
   3. Curing compounds.
   4. Bonding agent or epoxy adhesive.
   5. Joint fillers.

C. Material Test Reports for each of the following:
   1. Aggregates.

D. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94 requirements for production

facilities and equipment.

B. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1.7 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. Admixtures. Use only admixtures shown in the approved mix design. Do not use calcium chloride.

1.8 ENVIRONMENTAL CONDITIONS

A. Cold Weather: ACI 306.1 Cold weather is defined as a period when for more than 3 consecutive days the mean daily temperatures drop below 40 degrees Fahrenheit. When temperatures above 50 degrees Fahrenheit occur during more than half on any 24 hour period, the concrete should no longer be regarded as winter concrete. Heating of concrete should not exceed 90 degrees Fahrenheit.

B. Inclement weather: Protect freshly placed concrete against damage by infiltration of any adverse weather. When damage might occur: (1) stop the concrete placement against the nearest construction joint or bulkhead and (2) cover the concrete at once with water proof protection until concrete has set.

C. Sprayed-on Protective Coatings: Apply in accordance with manufacturer's written instructions. Protection from rain, air moisture, or large temperature ranges shall be provided in accordance with the manufacturer's instructions.

D. Hot Weather: ACI 305R. Work plans must include preparation to limit the temperature effects on concrete. As the selected limiting temperatures, usually but not always between 75 degrees Fahrenheit to 100 degrees Fahrenheit is approached and exceeded, unfavorable effects of high temperature are likely.

PART 2 PRODUCTS

2.1 SIDEWALKS

A. Strength – 3500 psi at 28 days.

B. Aggregates – Maximum aggregate to be 1 inch minus.

C. Air Content – 4 to 6 percent air entrainment.

D. Slump – 6 inches maximum at truck chute discharge point.

E. Water – Potable ASTM C94

2.2 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Forms to be of a height equal to the full depth of concrete.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

A. Joint Dowel Bars: ASTM A 615, Grade 60 plain-steel bars. Cut bars true to length with ends square and free of burrs.

B. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064, fabricated from steel wire into flat sheets.

2.4 CURING MATERIALS

A. White Pigmented Membrane-Forming Curing Compound conforming to ASTM C309, Type 2.

B. Evaporation retarder

C. Burlap must conform to AASHTO M 182, weighing approximately 9 ounces/square yard when dry.

D. Impervious sheet materials moisture retaining cover must conform to ASTM C171, optional type (except that polyethylene film, if used, must be white opaque).

E. Potable water.

PART 3 EXECUTION

3.1 GENERAL

A. See SSHC 501-3.03 – 3.08.

3.2 SIDEWALKS

A. Test subgrade cross section grade extending full width of sidewalk and supported between side forms.

3.3 SUBGRADE

A. Maintain moist condition when concrete is placed.

B. Protect and prepare to be free from frost when concrete is deposited.

3.4 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. The sole responsibility for form design and for any resulting structural damage due to form failure rests with the Contractor.

3.5 STEEL REINFORCEMENT INSTALLATION

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

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.6 CONCRETE PLACEMENT

A. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.

B. Cold-Weather Concrete Placement

1. Submit a written cold weather concreting plan when air temperatures are expected to fall below 35 degrees F during the cure period. Obtain the Owners's approval of the plan and put it into effect before placing any concrete when the descending air temperature in the shade, away from artificial heat, falls below 40 degrees F or, in the opinion of the Project Manager, will likely do so within 24 hours after concrete is placed. Have in place the materials and equipment required to heat mixing water and aggregate and to protect

freshly placed concrete from freezing.

2. Temperature of Concrete. When the air temperature falls below 40 degrees F, ensure that concrete placed in forms has a temperature between 50 degrees F and 70 degrees F. Obtain these temperatures by heating the mixing water and/or aggregate. Heat mixing water to no more than 160 degrees F.

a. Do not use binned aggregates that contain ice, are frozen, or have been heated directly by gas or oil flame or on sheet metal over an open fire. When heating aggregates in bins, use steam-coil or water-coil heating. Use other methods only when approved. If using live steam to thaw frozen aggregate piles, completely drain excess moisture.

b. When the temperature of the water or aggregate exceeds 100 degrees F, mix them together so that the temperature of the mix does not exceed 80 degrees F when the cement is added.

3. Cold Weather Placement. When placing concrete in cold weather, follow these precautions in addition to the above requirements:

a. Heat forms and reinforcing steel before placing concrete to remove frost, ice, and snow from surfaces that will contact fresh concrete.

b. When fresh concrete will contact hardened concrete, warm the surface of the hardened concrete to at least 35 degrees F and thoroughly wet. Remove free water before placing fresh concrete.

c. Protection of Concrete. When using Type I or II cement, maintain freshly placed concrete at a temperature of at least 70 degrees F for 3 days or at least 50 degrees F for 5 days. When using Type III cement, maintain concrete at a temperature of at least 70 degrees F for 2 days or at least 50 degrees F for 3 days. The above requirements do not apply when the concrete no longer is in danger of freezing or when air temperatures of 40 degrees F or higher are anticipated during the 2 weeks after concrete placement.

d. Maintain the concrete temperature using methods such as insulated forms, enclosures, and indirect heat. Maintain curing moisture. Protect the structure from overheating and fire.

e. At the end of the curing period, remove the protection so the concrete drops in temperature gradually and not more than 30 degrees F in the first 24 hours.

4. Protect the concrete during cold weather operations. Remove and replace concrete injured by frost action or overheating at no cost to the Owner.

C. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 degrees Fahrenheit at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.

2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.7 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete sidewalk surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

D. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture- retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

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

a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.8 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface.

C. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.9 TOLERANCES

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

1. Thickness: Plus 3/8 inch, minus 1/4 inch.

2. Surface: Gap below 10-feet- long; unleveled straightedge not to exceed 1/2 inch.

3. Vertical Alignment of Dowels: 1/4 inch.

4. Joint Width: Plus 1/8 inch, no minus.

3.10 REPAIR AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Project Manager.

B. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

C. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321613

8. SECTION 321800 – PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.1 SCOPE: SECTION 32 18 00 - PLAYGROUND PROTECTIVE SURFACING

1.2 DESCRIPTION

A. Playground Protective Surfacing includes, but is not limited to, the following:

1. Organic loose-filled surface
2. Geotextile fabric
3. Timber Edging

1.3 SCOPE OF WORK

A. Contractor shall provide all Work described in this section, described elsewhere in the Specifications, and indicated on the Drawings.

1.4 RELATED SECTIONS

A. 31 20 00 Earthmoving for subsurface information
B. 11 68 13 Playground Equipment Installation

1.5 REFERENCES

A. Codes and standards referenced in this and subsequent articles of this section shall become a part of the Specifications to the extent of their applicability to the particular product, method, assembly, or system under consideration. In case of conflict the most stringent shall govern.

1. Public Playground Safety Handbook. U.S. Consumer Product Safety Commission. 2010 edition. 2. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment

1.6 PERFORMANCE REQUIREMENTS

A. Impact Attenuation: According to ASTM F 1292
B. Accessibility of Surface Systems: According to ASTM F 1951
C. Minimum Characteristics for Organic Loose-Fill Surfaces: According to ASTM F 2075

1.7 DEFINITIONS

A. Critical Height: Standard measure of shock attenuation. According to CPSC No. 325, this means "the fall height below which a life-threatening head injury would not be expected to occur."

1.8 SUBMITTALS

A. Product Data: For each type of product indicated.
B. Samples for Initial Selection: For each type of playground surface system indicated.

1. Include color options. Manufacturers catalog is acceptable in lieu of physical samples.

C. Samples for Verification:

1. Minimum 1-quart loose-fill surface sealed in a container.
2. Minimum 12-by-12-inch sample of geotextile fabric.

D. Qualification Data: For Qualified Installer and Testing Agency.

E. Material Certificates:

1. For each type of loose-fill playground surface system, from manufacturer.
2. For preservatives used in timber edging.

F. Material Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each loose-fill playground surface system.

G. Field Quality-Control Reports

H. Maintenance Data: For playground surface system to include in maintenance manuals. I. Warranty: Sample of special warranty

1.9 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

B. Source Limitations: Obtain playground surface materials from single source.

C. Standards and Guidelines: Comply with CPSC No. 325, "Handbook for Public Playground Safety"; ASTM F 1292; and ASTM F 1487.

1.10 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit playground surface system installation to be performed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of playground surface system that fail in materials or workmanship within specified warranty period.

1. Failures included, but are not limited to, the following:
   a. Deterioration of surface and other materials beyond normal weathering
   b. Reduction in impact attenuation.
2. Warranty Period: Three years from date of Substantial Completion.

PART 2 PRODUCTS

2.1 ORGANIC LOOSE-FILL SURFACE

A. Engineered Wood Fibers: Random-sized wood fibers, in manufacturer's standard fiber size, approximately 10 times longer than wide; containing no bark, leaves, twigs, or foreign or toxic materials according to ASTM F 2075; graded according to manufacturer's standard specification for material consistency for playground surfaces and for accessibility according to ASTM F 1951.

2.2 GEOTEXTILE FABRIC

A. Drainage/Separation Geotextile: Nonwoven, needle punched geotextile, manufactured for subsurface drainage applications and made from polyolefins or polyesters. Complying with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:

1. Weight: 4oz/sq.yd. According to ASTM D 5261
2. Water Flow Rate: 150 gpm/sq.ft. according to ASTM D 4491

2.3 TIMBER EDGING

A. Timber edging shall be made of pressure-treated wood rater for Ground-Contact. Timber shall be certified as not containing Chromated Copper Arsenate (CCA).

1. Size: Per Drawings

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for maximum moisture content, subgrade and substrate conditions, drainage, and other conditions affecting performance of the Work

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. General: Prepare substrates to receive surfacing products according to manufacturer's written instructions. Verify that substrates are sound and without high spots, ridges, holes, and depressions.

3.3 INSTALLATION GENERAL

A. General: Comply with playground surface system manufacturer's written installation instructions. Install playground surface system over area and in thickness indicated.

3.4 TIMBER EDGING INSTALLATION

A. General: Install timber edging per details and plans.

B. Use 2" x 1" x 2' pressure treated wood stakes at 6' o.c. and sunk a minimum of 3" below the top of timber edging. Fasten each stake with two phosphate or stainless-steel screws 4" apart.

C. Any sawdust, wood chips, or other remains of pressure-treated wood shall be removed from the site at the end of each work day.

3.5 GEOTEXTILE INSTALLATION

A. General: Install geotextile according to manufacturer's written instructions.

1. Geotextiles: Completely cover area indicated, overlapping sides and edges a minimum of 8" with adhesively bonded seams.

a. Perimeter: fasten edges on all sides to half the height of perimeter timber edging.

3.6 INSTALLATION OF LOOSE-FILL PLAYGROUND SURFACE SYSTEMS

A. Loose-Fill: Place playground surface system materials to required depths after Installation of playground equipment support posts and foundations.

B. Grading: Uniformly grade loose fill to an even surface free from irregular surface changes as indicated.

C. Finish Grading: Hand rake to a smooth finished surface and to required elevations.

3.7 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections. B. Testing Services: Testing and inspecting of completed applications of playground surface system shall take place according to ASTM F 1292.

C. Remove and replace applications of playground surface system where rest results indicate that it does not comply with requirements.

D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with requirements.

END OF SECTION 321800

9. **SECTION 323113 – CHAIN LINK FENCES AND GATES**

1 GENERAL

1.1 SCOPE: SECTION 32 31 13 - CHAIN LINK FENCES AND GATES

A. This Section covers Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes materials applicable for commercial/industrial and security chain link fence and gates.

1. Galvanized steel coated chain link fabric
2. Galvanized steel framework and fittings
3. Gates: swing and cantilever slide
4. Installation

B. Related Project Contract Sections:

1. 31 20 00 Earthmoving
2. 32 16 13 Concrete Sidewalk

1.3 ACTION SUBMITALS

A. Product Data: For each type of product

1. Include construction details, material descriptions, dimensions of individual components, and finishes for the following:

a. Fence and gate posts, rails, and fittings.
b. Chain-link fabric, reinforcements, and attachments.
c. Gates and hardware.

B. Shop Drawings: For each type of fence and gate assembly

1. Include plans, profiles, elevations, sections, details, and attachments to other work.
2. Include accessories, hardware, footings, gate operation, and operational clearances.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of chain-link fence and gate

B. Product Test Reports: For framework strength according to ASTM F1043, for tests performed by manufacturer and witnessed by a qualified testing agency or by a qualified testing agency.

C. Field quality-control reports.

D. Sample Warranty: For special warranty.

1.5 DELIVERY, STORAGE AND HANDLING

A. Delivery: Deliver products to site per contract requirements.

B. Storage: Store and protect products off the ground when required.

1.6 FIELD CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure to comply with performance requirements.
b. Deterioration of metals, metal finishes, and other materials beyond normal

weathering.

2. Warranty Period: Five years from date of Substantial Completion.

2 PRODUCTS

2.1 CHAIN LINK FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:

1. Fabric Height: As indicated on Drawings.
2. Steel Wire for Fabric: 9 gauge wire, 2 in. mesh.
3. Zinc-Coated Steel Fabric:
   a. ASTM A392 hot dipped galvanized before or after weaving.
   b. Class 1 – 1.2 oz/ft²
4. Selvage: Knuckle finish top and bottom, K&K.

2.2 FENCE FRAMEWORK

A. Round steel pipe and rail: ASTM F1043 Group IC Table 3 Heavy Industrial Fence Framework. Exterior zinc coating Type

B, interior coating Type B or Type D.

1. Fabric Width: As indicated on drawings.
2. End, Corner, Pull post:
   a. 2.375 in. OD, 3.12 lb/ft (Fabric width 72 in. or less)
3. Line post:
   a. 1.90 in. OD, 2.28 lb/ft (Fabric width 72 in. or less)
4. Top, bottom, intermediate, and brace rails:
   a. 1.66 in. OD, 1.84 lb/ft

2.3 TENSION WIRE

A. Metallic Coated Steel Marcelled Tension Wire: 7 gauge (0.177 in.) marcelled wire complying with ASTM A824, with the following metallic coating:

1. Type II: Zinc coated (galvanized) by hot-dip process, with the following minimum coating weight:
   a. Matching chain-link fabric coating weight.

2.4 FITTINGS

A. General: Comply with ASTM F626.

B. Tension and Brace Bands: Galvanized pressed steel, minimum steel thickness of 12 gauge (0.105 in.), minimum width of 3/4 in. and minimum zinc coating of 1.20 oz/ft².

C. Terminal Post Caps, Line Post Loop Tops, Rail and Brace Ends, Boulevard Clamps, Rail Sleeves: Pressed steel, galvanized after fabrication having a minimum zinc coating of 1.20 oz/ft².

D. Truss Rod Assembly: 3/8 in. diameter steel truss rod with a pressed steel tightener, minimum zinc coating of 1.2 oz/ft², assembly capable of withstanding a tension of 2,000 lbs.

E. Tension Bars: Galvanized steel one-piece length 2 in. less than the fabric height. Minimum zinc coating 1.2 oz. /ft². 1. Bars for 2 in. and 1 ¾ in. mesh shall have a minimum cross section of 3/16 in. by 5/8” in.

2.5 TIE WIRE AND HOG RINGS

A. Tie Wire and Hog Rings: Galvanized minimum zinc coating 1.20 oz/ft², 9 gauge (0.148 in.) steel wire in compliance with ASTM F626.

2.6 SWING GATES

A. General: Comply with ASTM F900 for gate posts as well as double and single swing gate types.

1. Gate leaf width and fabric height: as indicated on drawings.
2. Match gate fabric to that of the fence system.

B. Zinc-Coated Steel: Comply with ASTM F1043 and ASTM F1083 or a combination thereof; protective coating and finish to match fence framework.

C. Gate Frame Members:

1. ASTM F1043 Group IC pipe: 1.90 in. OD, 2.28 lb/ft.

D. Gate Frame Construction:

1. Frame members welded at all corners or assembled with corner fittings.
2. Gates assembled with corner fittings shall have adjustable truss rods minimum 3/8 in. diameter on panels 5 ft. wide or wider and be the same base material and finish as the gate frame.
3. Welded joints protected by applying zinc-rich paint in accordance with ASTM Practice A780.

E. Gate Hardware:

1. Positive locking gate latch:
   a. Fabricated of 5/16 in. thick by 1 ¾ in. pressed steel galvanized after fabrication.
   b. Operable from both sides of gate with provision for padlocking accessible from both sides of gate.
2. Post and frame hinges: Galvanized malleable iron or heavy gauge pressed steel.

F. Gate Posts:

1. Round steel pipe: ASTM F1043 Group IC pipe.
   a. 2.875 in. OD, 4.64 lb/ft (Gate leaf width 6' or less)

2.7 GROUT AND ANCHORING CEMENT

A. Nonshrink, Nonmetallic Grout: Premixed, factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107. Provide grout, recommended in writing by manufacturer, for exterior applications.

B. Erosion-Resistant Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with potable water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended in writing by manufacturer for exterior applications.

3 EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for a certified survey of property lines and legal boundaries, as well as site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.

1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 CHAIN-LINK FENCE INSTALLATION

A. General: Install chain-link fencing according to ASTM F567 and more stringent requirements specified. Post Excavation: Drill or hand-excavate holes for posts to diameters and intervals indicated, in firm, undisturbed soil.

B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete.

2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.

3. Mechanically Driven Posts: Drive into soil to depth of 36 in. or as directed by Geotechnical Engineer. Protect post top to prevent distortion.

C. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 30 degrees or more. For runs exceeding 500 ft., space pull posts an equal distance between corner or end posts.

D. Line Posts: Space line posts uniformly at 10 ft. O.C.

E. Post Bracing

1. General: Install according to ASTM F567, maintaining plumb position and alignment of fence posts.

2. Diagonal brace rods: For fences which do not have a top rail, or for military fencing, diagonally brace terminal posts to adjacent line posts with brace rails. Install brace rails at end and gate posts and at both sides of corner and pull posts.

3. Install bracing so posts are plumb when diagonal rod is under proper tension.

F. Top Rail: When specified, install 21 ft. lengths of rail continuous through the line post. Splice rail using top rail sleeves minimum 6 in. long. The rail shall be secured to the terminal post by a brace band and rail end.

G. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120 in. diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 in. O.C. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:

1. Extended along top and bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 in. of bottom of fabric and tie to each post with not less than same diameter and type of wire.

H. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

I. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 in. O.C.

J. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric according to ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 in. O.C. and to braces at 24 in. O.C.

K. Fasteners: Carriage bolts used for fittings shall be installed with the head on the playground side of the fence.

3.4 GATE INSTALLATION

A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage.

B. Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

C. Lubricate hardware and other moving parts.

3.5 FIELD QUALITY CONTROL

A. Fabric Testing: Test fabric tension according to ASTM F1916.

B. Fence Post Rigidity Testing: Test line posts for rigidity according to ASTM F1916.

3.6 CLEAN UP

A. Clean Up: The area of the fence line shall be left neat and free of any debris caused by the installation of the fence.

END OF SECTION 323113

10. SECTION 329219 – SEEDING

PART 1 GENERAL

1.1 SCOPE: SECTION 32 92 19 - SEEDING

1.2 DESCRIPTION

A. Lawns and grasses includes, but is not limited to, the following:

1. Delivering and placing topsoil.
2. Fine grading.
3. Seeding.
4. Fertilizing.
5. Maintaining grass areas during warranty period.

1.3 SCOPE OF WORK

A. Contractor shall provide all Work described in this section, described elsewhere in the Specifications, and indicated on the Drawings.

1.4 REFERENCES

A. Codes and standards referenced in this, and subsequent articles of this section shall become a part of the Specifications to the extent of their applicability to the particular product, method, assembly, or system under consideration. In case of conflict the most stringent shall govern.

1. State of Alaska, Department of Environmental Conservation concerning applications of herbicides, pesticides, and inspections.
2. State of Alaska, Seed Regulations, 11 AAC 34.

B. Related Requirements:

1. Section 312000 "Earth Moving" for excavation, subgrade preparation, and grading.

1.5 SUBMITTALS

A. PRECONSTRUCTION

1. Topsoil Location: Location of the topsoil source for inspection by the Landscape Architect.
2. Watering schedule: Schedule of watering for approval by Landscape Architect.

B. PRODUCT DATA

1. Substitutions: Submit requests for substitutions 30 days prior to planting.

C. TEST REPORTS

1. Soils Tests: Soil test report on topsoil proposed for use. Include tests for pH, nitrogen, phosphorous, and potassium, particle size and organic content by volume.

D. CERTIFICATES

1. Fertilizer: Certificate, bearing manufacturers guaranteed analysis.
2. Seed Certificates: Seed certificates bearing the grower's guaranteed analysis.

1.6 PRODUCT DELIVERY, STORAGE, HANDLING, AND REPLACEMENT

A. Deliver seed and fertilizer in original unopened containers, each bearing manufacturers guaranteed analysis, name, trade names, and conformance with governing regulations and law.

B. Store materials in areas protected against harmful weather until product is used.

C. Remove unacceptable products from the job site immediately and replace with material acceptable to Landscape Architect.

D. Obtain appropriate certification of personnel handling herbicides and pesticides.

1.7 NOTICES

A. Notify Landscape Architect one week minimum before Owner assumes maintenance. B. Notify Landscape Architect 24 hours before seeding and 48 hours prior to Substantial Completion Inspection.

C. Notices to be provided in writing.

1.8 PROJECT/SITE CONDITIONS

A. Do no seeding when air or ground temperatures are below 40 degrees F.

B. Topsoil shall not be spread over frozen or excessively wet ground.

C. Ensure potable water is available prior to the beginning of any planting operations and throughout the maintenance period.

D. Seeding Season: All seeding shall be performed between June 1 and August 15. Seeding at other than the specified date, will only be allowed upon written permission of the Landscape Architect. Seeding shall not be done during windy conditions or when climatic or ground conditions would hinder placement or proper growth.

1.9 MAINTENANCE/WARRANTY

A. Provide one year and one full growing season of maintenance and warranty for lawn seed areas. Areas which show a germination rate lower than specified or a growth rate less than other seeded areas shall be replaced. If seed is installed in the middle or end of the growing season, warranty period shall continue until the end of next year's growing season.

B. Satisfactory stand of seeded areas shall be defined as a minimum of 300 grass plants per square foot and where no gaps larger than 2 inches in diameter occur anywhere in the lawn area.

C. The Contractor shall arrange an inspection with the Landscape Architect on or before June 15 of the year following the date of planting. Areas of insufficient coverage shall be replanted at the Contractor's expense. Acceptance will be based upon a satisfactory stand as defined above.

PART 2 PRODUCTS

2.1 TOPSOIL

A. Friable loam free of subsoil, large roots, grass, stones, noxious weeds, debris, and other foreign materials. Sandy-silt or silty sand not acceptable. Soil mixture must contain 25- 45 percent sand, 35-55 percent silt, 10-20 percent by volume of finely chopped, well mixed organic materials, be free of stones 1/2 inch or larger in any dimension and other extraneous materials harmful to plant growth, and have a maximum moisture content of 50 percent with an Acidity

(pH) range between 5.5 to 7.0.

1. Topsoil may be imported from off-site sources OR existing in-place surface soil may be amended to produce topsoil.

2. Approval of material and material source by the Landscape Architect required.

3. Topsoil provided by the government may not meet the topsoil specification, but may be reused with the approval of the Contracting Officer.

2.2 FERTILIZER

A. Provide 17-17-17 for initial application at the time of seeding.

1. Contractor may vary the Nitrogen, Phosphorus and Potassium ratios for subsequent applications as required to produce healthy plant growth and reduce the possibility of diseases, molds, and stress from heat and cold. Variations in fertilizer mixture must be approved by the Landscape Architect prior to application.

B. Standard commercial types in moisture-proof containers. Each container shall be marked with the weight and the manufacturer's guaranteed analysis.

C. Tolerances of the chemical ingredients shall be plus or minus 2 percent.

D. No cyanamide compounds or hydrated lime will be permitted in mixed fertilizers.

2.3 GRASS SEED MIX

A. Conform to the following:

Name	Proportion by Weight	Purity	Germination
Seeding – 5 lbs/1,000 sf			
"Kenai/Nugget" Kentucky Bluegrass (Poa pretensis "Kenai")	50%	90%	85%
Creeping Red Fescue (Festuca rubra "Arctared")	25%	90%	85%
Perennial Ryegrass (Lolium multiflorum)	25%	90%	85%

2.4 HYDROSEEDING MULCH

A. Wood Fibers: Hydroseeded areas to be mulched using natural wood cellulose fiber specifically manufactured for the purpose such as Weyerhaeuser Company (Silvafiber), the Conwed Corporation (Conweb), or approved equal. Paper mulch is unacceptable.

B. Dye green to facilitate metering materials application.

2.5 WATER

A. Potable.

B. Provide equipment using on-site source or Contractor provided source.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine subgrade areas for defects that will adversely affect the work.

B. Start of work shall mean acceptance of areas as capable of producing an acceptable job.

C. Do not plant until plant material has been inspected and determined acceptable by the Landscape Architect at site.

D. Immediately remove all rejected materials from job site.

3.2 WASTE DISPOSAL

A. Dispose of unsuitable earth, debris, clippings, and unused plant materials at an approved disposal site.

3.3 SEEDING

A. Soil Preparation: Grade to smooth even line. Place topsoil to a 4 inch lightly compacted depth. Rake the seedbed lightly. Remove debris, plant growth, and irregularities.

B. Fertilizer: Apply 12 pounds of 17-17-17 fertilizer per 1,000 sf at the time of seeding. C. Application Methods: Apply grass seed mixture specified in this Section at the rate of 5 pounds per 1,000 square feet. Seed, fertilizer, and mulch material may be placed by the following methods:

1. Hydraulic Method: Place a slurry made of seed, fertilizer, seeding mulch, and water. Mulch shall be added to the water slurry in the hydraulic seeder after the proportionate amounts of seed and fertilizer have been added. Slurry mixture shall be combined and applied to result in an even distribution of all materials. Hydraulic seeding equipment shall be capable of maintaining a continuous agitation so that a homogeneous mixture can be applied through a spray nozzle. The pump shall be capable of producing sufficient pressure to maintain a continuous, non-fluctuating spray capable of reaching the extremities of the seeding area with the pump unit located on the roadbed. Sufficient hose shall be provided to reach areas not practical to seed from the nozzle unit situated on the roadbed.

2. Dry Method: Mechanical spreader, seed drills, landscape seeder, culti-packer seeder, fertilizer spreader, or other approved mechanical spreading equipment may be used. Fertilizer shall be spread separately at the specified rates and then incorporated in one operation to a minimum depth of 2 inches. Seeded areas shall be compacted within 24 hours from the time the seeding is completed, weather and soil conditions permitting, by culti-packer, roller or other equipment satisfactory to the Landscape Architect.

a. Seeding by hand is not acceptable.

D. Watering:

1. Seed shall be watered immediately upon application.
2. Follow approved watering schedule.

3.4 MAINTENANCE/WARRANTY

A. General:

1. Begin maintenance of seeding immediately following installation.

2. Inspection of the seeding shall take place during the Substantial Completion acceptance inspection for the project. Contractor shall immediately remedy punch list items and request approval. Warranty and continuing maintenance shall commence upon execution of the Certificate of Substantial Completion. No partial acceptance will be granted for Substantial Completion.

3. Scope of Maintenance: Furnish all labor, materials, equipment, supervision, traffic control, transportation and secure all necessary permits and licenses required to maintain an attractive and healthy landscape. Meet requirements of the approved maintenance schedule.

4. Work Force: The Contractor shall have on his staff, supervisory personnel experienced in landscape maintenance. The Work Force is to be experienced and familiar with maintaining plant materials in sub-arctic conditions.

5. Materials: Shall conform to bid specifications.

6. Replacement of Damaged Improvements: Repair and replace dead or damaged improvements within 14 days of written notice from the Landscape Architect at no additional cost to the Owner.

B. Warranty:

1. Upon approval of Substantial Completion, commence warranty period and provide continuing maintenance. All work and material shall be guaranteed for a period of one year and through one full growing seasons from date of preliminary acceptance.

2. Growing season is defined as that period between May 1‑September 30. If the project is completed in the fall of one year, the maintenance and warranty period will be suspended September 30 and begin again May 1 until the required maintenance and warranty provisions are satisfied.

3. Landscape Architect shall have the right to periodically inspect the site during the warranty period.

4. All seeded areas which are found to be dead, or in the determination of the Landscape Architect, in an unhealthy or unsightly condition shall be reseeded subject to the approval of the Landscape Architect at no additional expense to the Owner and shall be subject to a new maintenance and warranty for the affected materials.

C. Maintenance: Seeded Areas

1. Protect seeded areas against traffic by warning signs or barricades, as approved by the Landscape Architect. Surfaces gullied or otherwise damaged following seeding shall be repaired by regrading, reseeding, and remulching, as directed by the Landscape Architect and the Contractor shall otherwise maintain seeded are as in a satisfactory condition until final inspection and acceptance of the Work.

2. Watering: Meet approved maintenance schedule. Seeded are as shall be watered at such frequency as weather conditions require, to maintain soil moisture to below root zone. When establishing turf areas, the soils shall be watered often enough to maintain a moist seedbed to aid in seed germination and a vigorous, healthy vegetative growth throughout the entire maintenance period.

3. Repair: Repair and replacement of all damaged or dead turf or seeded are as shall occur immediately or upon request of the Landscape Architect regardless of cause at no additional cost to the Owner.

4. Fertilization: Fertilize one month following installation with Landscape Architect approved fertilizer mix and rate.

5. Disease and Pests: An approved pesticide or insecticide shall be applied as necessary to maintain turf and seeded areas in a healthy and growing condition.

6. Cleanup: The Contractor shall keep the project site clean and free of excess equipment, materials and rubbish incidental to his work at all times. Leave walks, paving, adjacent walls and windows clean and free of clippings and mud spatter.

END OF SECTION 329219

[INSERT RENDERINGS/LANDSCAPE DRAWINGS, SITE PLAN AND LAYOUT

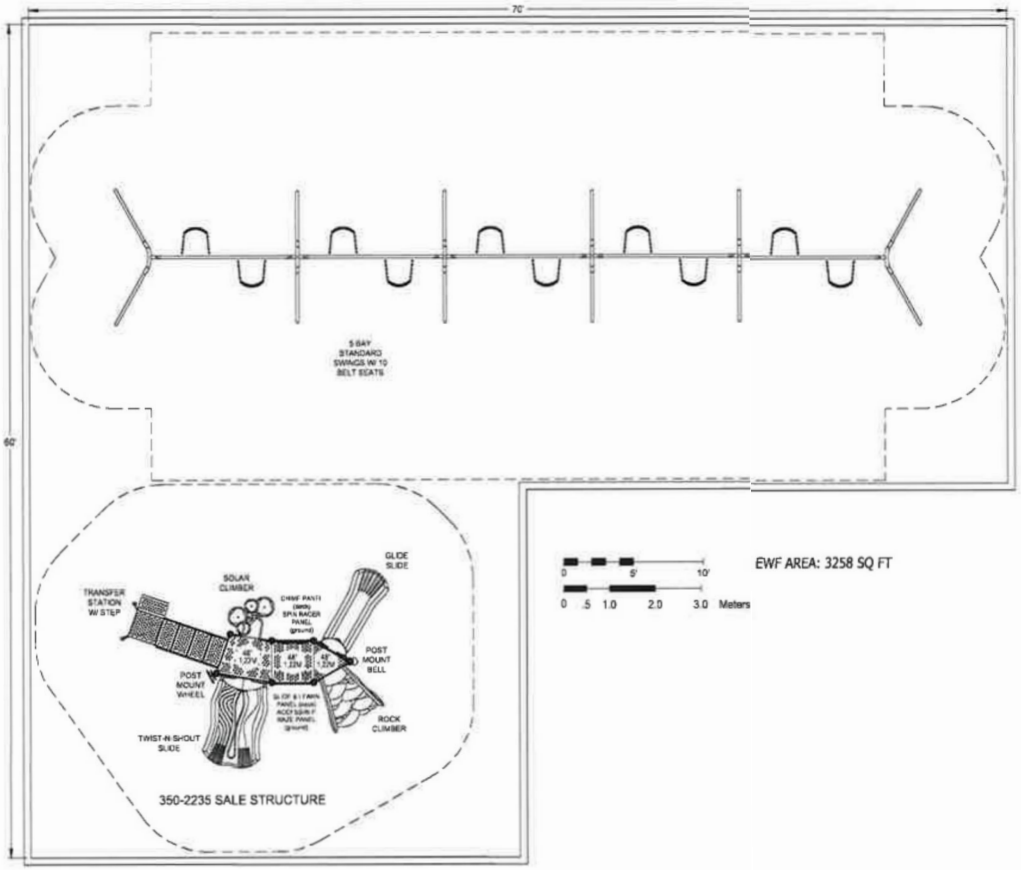
Attachment 1_Northwest Playground Equipment_ACE Playground_Photos and Layout (4 pages)

Attachment 2_Design Alaska - ACE Playground_Site Plan & Layout (4 pages)

FAIRBANKS NORTH
STAR SD
OPTION B
Northwest Playground
PLAYWORLD
HD 184 228
Color Option : A

Shapes
Colors
FAIRBANKS NORTH
STAR SD
OPTION B
Northwest Playground
PLAYWORLD
Color Option : A

SPIN RACER
FAIRBANKS NORTH
STAR SD
OPTION B
Northwest Playground
PLAYWORLD
Color Option : A



EWF AREA: 3258 SQ FT

*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

Northwest Playground Equipment, Inc.
BUILDING COMMUNITY THROUGH PLAY
P.O. Box 2410 Issaquah, WA 98027
Toll Free: 1.800.726.0031
www.nwplayground.com
sales@nwplayground.com

EQUIPMENT SIZE:

USE ZONE:

AREA: SEE PLAN

PERIMETER:

FALL HEIGHT: 8 Ft.

USER CAPACITY: 42

AGE GROUP: 2-12

ADA SCHEDULE	Total Elevated Play Activities: 6		
	Total Ground-Level Play Activities: 3		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	3	2	2
Provided	6	3	2

✓ ASTM F1487-17
✓ CPSC #325

PROJECT NO: IHD_184_22B

SCALE: 1/8" = 1'-0"

DRAWN BY: BPL

Paper Size B

DATE: 14-Apr-22

FAIRBANKS NORTH STAR SD

OPTION B

Design Alaska
Architects · Engineers · Surveyors
601 College Road Fairbanks AK 99701
907.452.1241 AECC511 designalaska.com

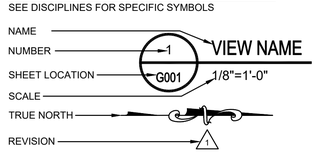
FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT
CRAWFORD ELEMENTARY SCHOOL PLAYGROUND
EIELSON AIR FORCE BASE, ALASKA

GENERAL
G001 GENERAL INFORMATION

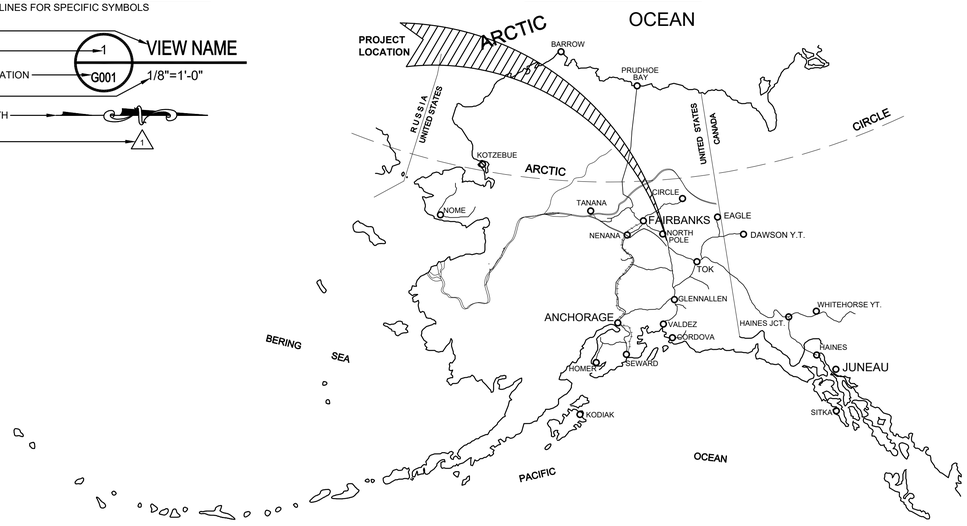
LANDSCAPE
L200 SITE PLAN AND LAYOUT
L700 PLAYGROUND DETAILS
L701 FENCING DETAILS

GENERAL SYMBOLS

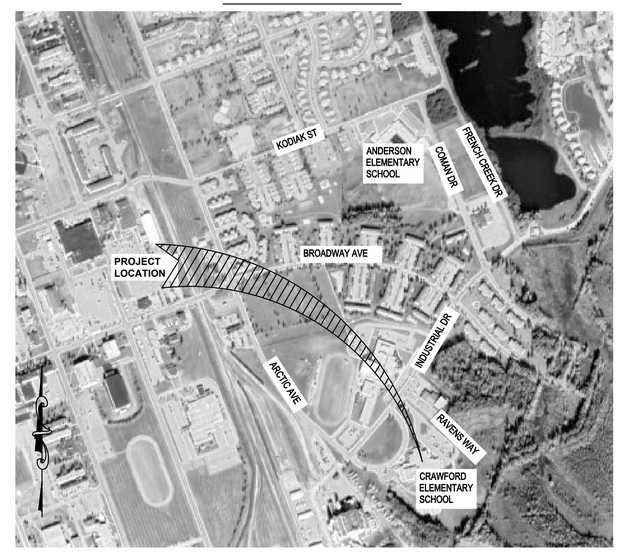
SEE DISCIPLINES FOR SPECIFIC SYMBOLS



ALASKA MAP



VICINITY MAP



PROJECT TEAM

OWNERS REPRESENTATIVE
FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT
DAN DEGRAW
1300 MINNIE ST, FAIRBANKS, AK 99701
907 799-4486
daniel.degraw@k12northstar.org

LEAD DESIGNER
DESIGN ALASKA
JOHN ROWE, ASLA
601 COLLEGE ROAD
FAIRBANKS, AK 99701
907 452-1241
johnr@designalaska.com

CODE SUMMARY

GOVERNING CODES

US CONSUMER PRODUCT SAFETY COMMISSION (CPSC) PUBLIC PLAYGROUND SAFETY HANDBOOK

AMERICAN WITH DISABILITIES ACT (ADA) 2010

CRAWFORD ELEMENTARY SCHOOL PLAYGROUND

ISSUE DATE	11 MAY 2022
COMM. NUMBER	112201
DESIGNED BY	EBC
DRAWN BY	CBP
SCALE	0" 1"

GENERAL INFORMATION

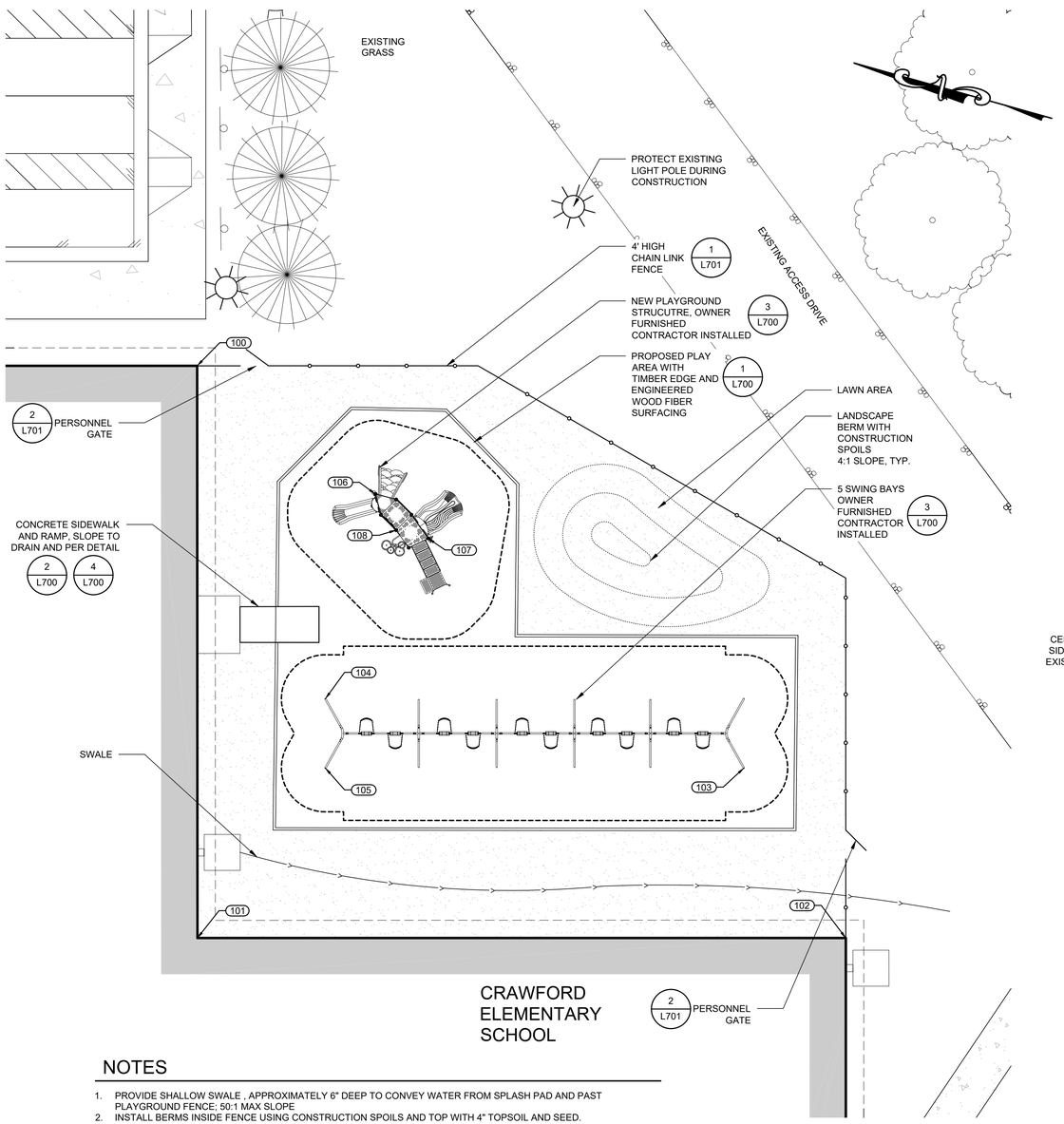
G001

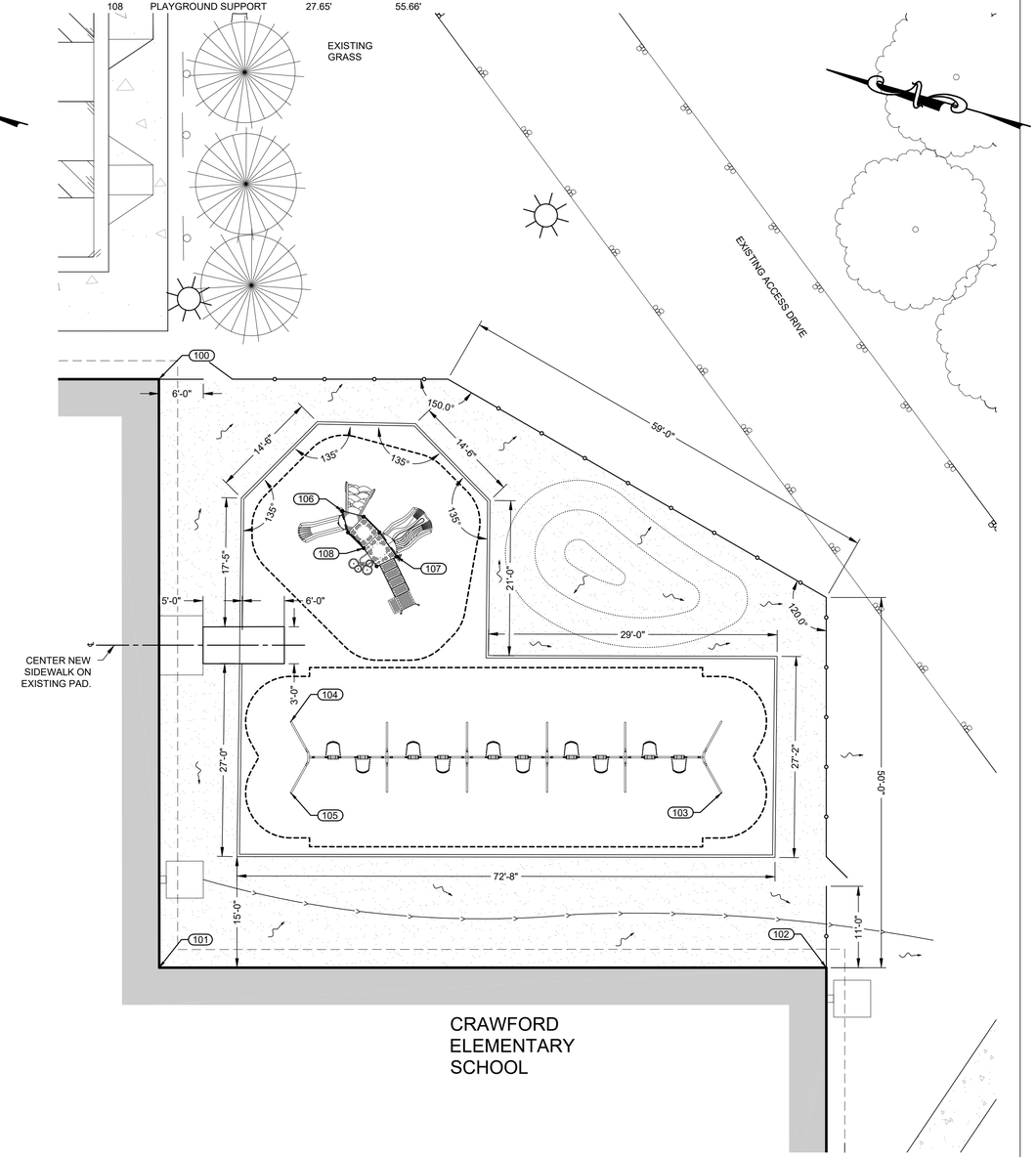
LEGEND

- LANDSCAPE BERM
- STRUCTURE
- PLAYGROUND SAFETY ZONE
- EDGE OF ASPHALT PAVEMENT
- CHAIN-LINK FENCE
- SIGN
- SWALE
- DIRECTION OF WATER FLOW
- LIGHTPOLE

POINTS

POINT NUMBER	DESCRIPTION	EASTING	NORTHING
100	CONTROL POINT	00.00'	79.49'
101	CONTROL POINT	00.00'	00.00'
102	CONTROL POINT	90.08'	00.00'
103	PLAYGROUND SUPPORT	75.93'	23.61'
104	PLAYGROUND SUPPORT	17.80'	33.24'
105	PLAYGROUND SUPPORT	17.80'	23.61'
106	PLAYGROUND SUPPORT	24.75'	61.68'
107	PLAYGROUND SUPPORT	32.09'	55.53'
108	PLAYGROUND SUPPORT	27.65'	55.66'





NOTES

1. PROVIDE SHALLOW SWALE , APPROXIMATELY 6" DEEP TO CONVEY WATER FROM SPLASH PAD AND PAST PLAYGROUND FENCE; 50:1 MAX SLOPE
2. INSTALL BERMS INSIDE FENCE USING CONSTRUCTION SPOILS AND TOP WITH 4" TOPSOIL AND SEED.

1 / L200 PLAYGROUND SITE PLAN
1" = 10'

2 / L200 PLAYGROUND LAYOUT PLAN
1" = 10'

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907.452.1241 AECC511 designalaska.com

STATE OF ALASKA 49TH
Eliza Bober Cink
Eliza Bober Cink
10-May-2022
LA 127394
REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT

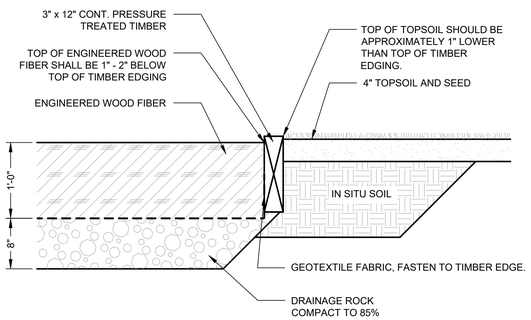
CRAWFORD ELEMENTARY SCHOOL PLAYGROUND

ISSUE DATE	11 MAY 2022
COMM. NUMBER	112201
DESIGNED BY	EBC
DRAWN BY	CBP
SCALE	0" — 1"

SITE PLAN AND LAYOUT

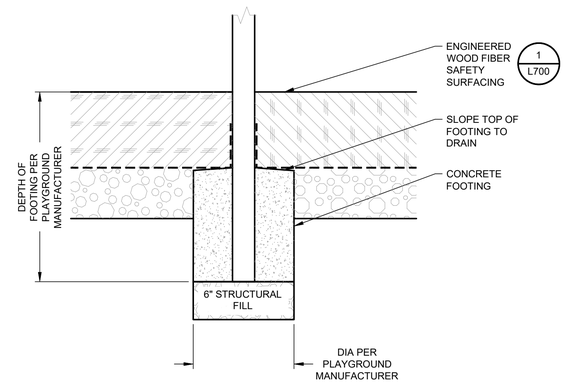
L200

5/6/2022 2:03 PM L200.DWG



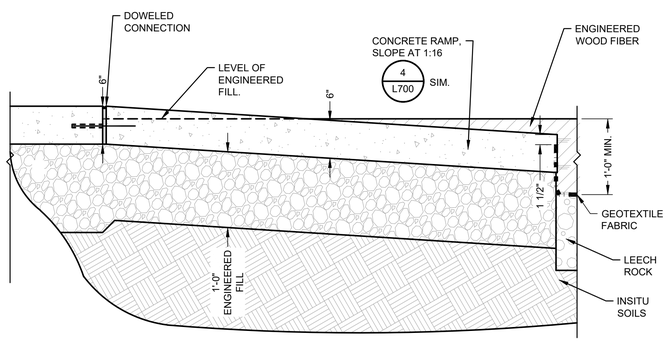
1 / L700 TIMBER EDGE/PLAY AREA

NO SCALE



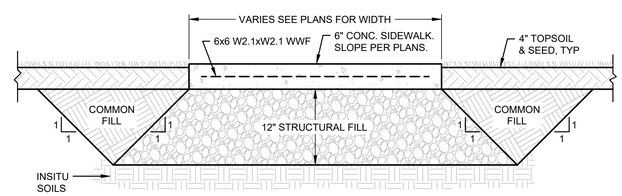
3 / L700 PLAYSTRUCTURE FOOTINGS

NO SCALE



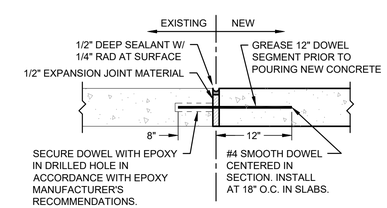
2 / L700 CONCRETE RAMP TO PLAYGROUND

NOT TO SCALE



NOTES

1. PROVIDE 1/2" EXPANSION JOINTS EVERY 24' AND AT ANY CORNERS UNLESS OTHERWISE NOTED.
2. PROVIDE CONTROL JOINTS TO MATCH CONCRETE WIDTH. MAINTAIN APPROXIMATELY SQUARE SECTIONS, MAX DIMENSIONS TO BE 10', OR AS DIRECTED.



NEW TO EXISTING

4 / L700 SIDEWALK

NO SCALE

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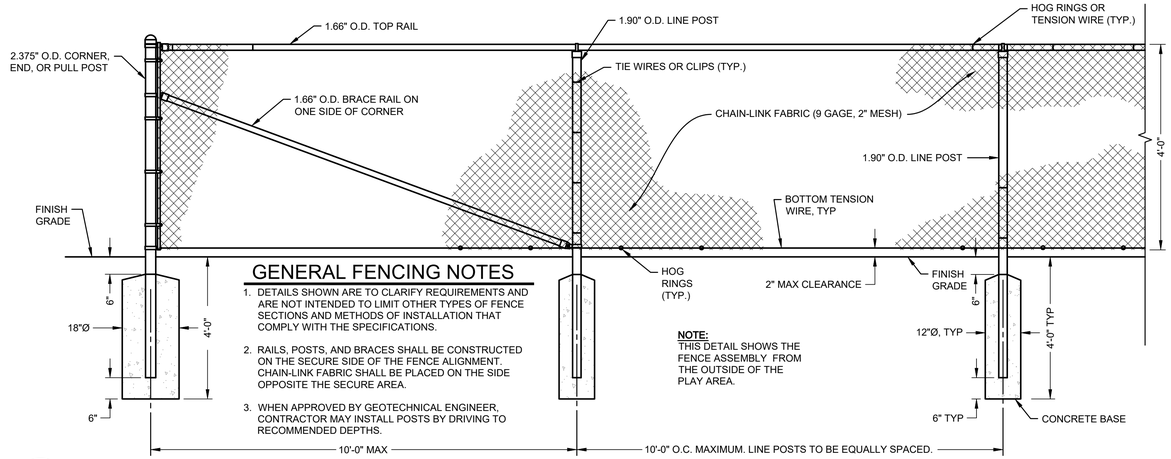
CRAWFORD ELEMENTARY SCHOOL PLAYGROUND

ISSUE DATE	11 MAY 2022
COMM. NUMBER	112201
DESIGNED BY	EBC
DRAWN BY	CBP
SCALE	0" — 1"

PLAYGROUND DETAILS

L700

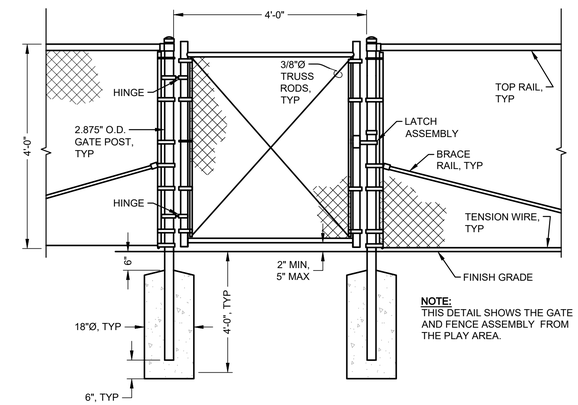


GENERAL FENCING NOTES

1. DETAILS SHOWN ARE TO CLARIFY REQUIREMENTS AND ARE NOT INTENDED TO LIMIT OTHER TYPES OF FENCE SECTIONS AND METHODS OF INSTALLATION THAT COMPLY WITH THE SPECIFICATIONS.
2. RAILS, POSTS, AND BRACES SHALL BE CONSTRUCTED ON THE SECURE SIDE OF THE FENCE ALIGNMENT. CHAIN-LINK FABRIC SHALL BE PLACED ON THE SIDE OPPOSITE THE SECURE AREA.
3. WHEN APPROVED BY GEOTECHNICAL ENGINEER, CONTRACTOR MAY INSTALL POSTS BY DRIVING TO RECOMMENDED DEPTHS.

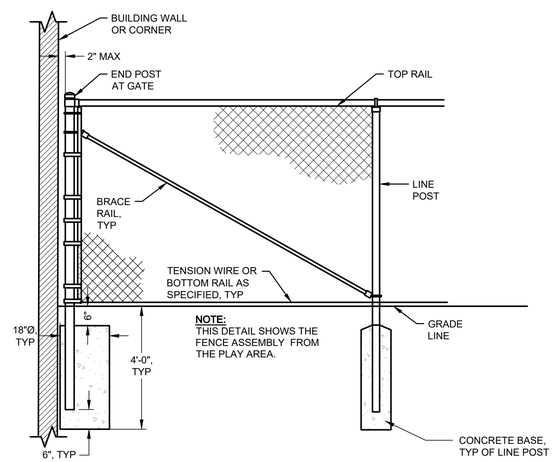
NOTE:
THIS DETAIL SHOWS THE FENCE ASSEMBLY FROM THE OUTSIDE OF THE PLAY AREA.

1 / L701 CHAIN-LINK FENCE ASSEMBLY
NO SCALE



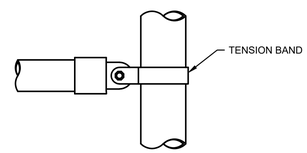
NOTE:
THIS DETAIL SHOWS THE GATE AND FENCE ASSEMBLY FROM THE PLAY AREA.

2 / L701 PERSONNEL GATE
NO SCALE

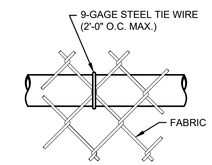


NOTE:
THIS DETAIL SHOWS THE FENCE ASSEMBLY FROM THE PLAY AREA.

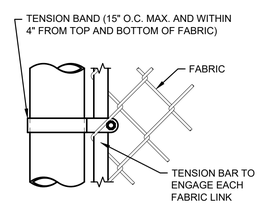
3 / L701 BRACE PANEL AND END POST AT BUILDING WALL
NO SCALE

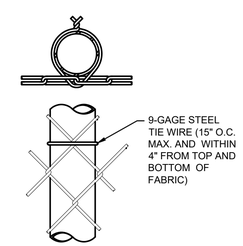


BRACE RAIL CLAMP DETAIL

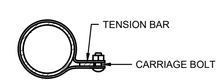


TOP OR BRACE RAIL ATTACHMENT

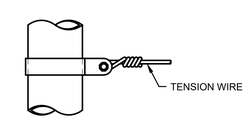




LINE POST ATTACHMENT

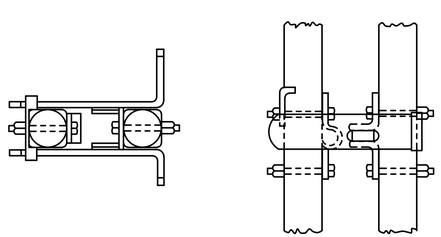


END OR GATE POST DETAIL

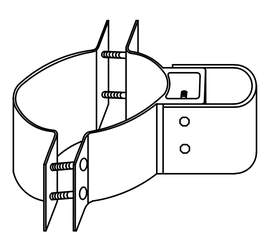


TENSION BAND DETAIL

5 / L701 FASTENING DETAILS
NO SCALE



LATCH ASSEMBLY



STANDARD HINGE

4 / L701 SWING GATE DETAILS
NO SCALE

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STATE OF ALASKA 49TH
Eliza Bober Cink
Eliza Bober Cink
10-May-2022
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REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT

CRAWFORD ELEMENTARY SCHOOL PLAYGROUND

ISSUE DATE	11 MAY 2022
COMM. NUMBER	112201
DESIGNED BY	EBC
DRAWN BY	CBP
SCALE	0" — 1"

FENCING DETAILS

L701

EXHIBIT "B" – General Provisions – Service Contracts

FNSB School District is hereinafter referred to as "Buyer".

The following conditions apply to any Purchase Order issued by the Buyer as a result of this solicitation.

1. **APPLICABLE LAW AND DISPUTES**

   Any dispute with respect to this Order shall be governed by the laws of Alaska and FNSB School Board Policies. Any appeal of an administrative order and any original action to enforce any provision of this agreement or to obtain any relief from remedy in connection with this agreement may be brought only in the Superior Court for the Fourth Judicial District of Alaska.

2. **ASSIGNMENT AND SUBCONTRACTING**

   This Order or any interest hereunder shall not be assigned or transferred by the Seller without the prior written consent of the Buyer. The Buyer shall not consent to any proposed assignment unless and until the Seller furnishes the Buyer with two (2) executed copies of the assignment. The Seller shall not subcontract any of the work required by this Contract, without the prior written approval of the Buyer.

3. **AUDIT OF RECORDS**

   Seller shall keep adequate records of direct labor costs and all other costs of the performance of this Contract, which shall be subject to audit by a certified public accounting firm designated by the Buyer in the event of termination for convenience or with respect to any work for which the price or any part thereof is based on time and cost of materials.

4. **BUYER FURNISHED PROPERTY**

   a. Furnished Property

      The Buyer shall deliver to the Seller for incorporation into the work to be performed, the property described in the SOW as Buyer furnished property, hereinafter referred to as "property." All property shall be identified as property of the Buyer. The property shall be used exclusively on the work required by this Contract. The Seller shall establish procedures for the inventorying, storage, maintenance, and inspection of the property. Records of such shall be made available to the Buyer upon request.

   b. Delivery

      The performance schedule of this Contract is based upon the premise that property suitable for use will be delivered to the Seller at the times stated in the SOW or, if not so stated, in sufficient time to enable the Seller to meet the performance schedule. If the property is not delivered to the Seller by such time or times, the Buyer shall, upon timely written request made by the Seller, make a determination of the extent of the delay, if any, incurred by the Seller thereby, and shall equitably adjust the performance schedule or the Contract price, or both, and any other contractual provision affected by such delay, in accordance with the "Changes" clause. If the property is received by the Seller in a condition which makes it not suitable for its intended use, the Seller shall, upon receipt thereof, notify the Buyer of such fact. Upon such notice, the Buyer shall advise the Seller of the disposition to be made of the property and issue a change order, with respect to such property, under the "Changes" clause.

   c. Risk of Loss

      The Seller assumes the risk of, and shall be responsible for, any loss or damage to property furnished under this clause upon its deliver to the Seller. Seller shall maintain adequate insurance to cover this risk.

   d. Access

      The Buyer, and any persons designated by the Buyer, shall at all reasonable times have access to the premises where the property is located for the purpose of inspecting the property.

e. Changes in Property

1. By notice in writing, the Buyer may:

   a. Increase, decrease, or withdraw the property provide or to be provide by the Buyer under this clause, or

   b. Substitute other property for property to be provided by the Buyer. The Seller shall promptly take such action as the Buyer may direct with respect to the removal and shipping of property delivered and later withdrawn by such notice.

2. Upon any increase, decrease, withdrawal or substitution of property, the Buyer, upon the written request of the Seller or on the Buyer's own accord, shall equitably adjust such contractual provisions as may be affected by the increase, decrease, withdrawal or substitution in accordance with the "Changes" clause.

f. Title

Title to all property shall remain in the Buyer.

5. **BUYER'S INSPECTORS**

The work shall be subject to inspection by the Buyer's appointed inspectors to insure strict compliance with the terms of the Contract. The inspectors are not authorized to change any provision of the specifications or any other part of this Contract without written authorization of the Buyer, nor shall the presence or absence of an inspector relieve the Seller from any requirements of the Contract.

6. **BUYER'S RIGHT TO USE INFORMATION DISCLOSED BY SELLER**

Unless otherwise expressly set forth to the contrary in this Contract, the Buyer shall have the right to use and have used, for any purpose, unpatented information concerning the services performed by the Seller hereunder which Seller may disclose to the Buyer during performance of this Contract if such information is furnished without restrictions on its use.

7. **CALENDAR DATES**

All periods of days referred to in this Contract shall be measured in calendar days.

8. **CHANGES**

The Buyer may, at any time, and from time to time by written order from the Buyer's Purchasing Department to the Seller, make changes in any one or more of the following: (a) method of shipment or packing; and (b) time and/or place of delivery; and (c) the quantity of items ordered. If such change causes an increase or decrease in the price of the Order or the time required to perform, an equitable adjustment shall be made and the Order modified in writing accordingly. Any claim by the Seller hereunder must be asserted in writing within fifteen (15) days from the date the change is ordered. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when confirmed in writing by a member of the Buyer's Purchasing Department.

9. **CLAUSE HEADINGS**

The headings and subheadings of clauses contained herein are used for convenience and ease of reference and shall not limit the scope or intent of the clause.

10. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

FNSBSD will comply with the Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards, [2 CFR 200.318/2 CFR 200.319/7 CFR 3016.36].

The Seller shall comply with all applicable Federal, State and Local laws and ordinances and all lawful orders, rules and regulations thereunder, including the applicable provisions of the Fair Labor Standards Act of 1938 as amended (29 U.S.C. Sec. 201219) and the Occupational Safety and Health Act of 1970 and all regulations and standards and any amendments issued pursuant thereto. The Seller warrants that the items delivered shall comply with the foregoing.

11. **CONFIDENTIAL RELATIONSHIP**

The Seller shall treat as confidential all information supplied by Buyer or obtained by the Seller as a result of performance under this Contract unless such is in the public domain. The Seller shall not disclose any information related to this Contract to any person not authorized by Buyer in writing to receive it.

12. **CONTINUITY OF SERVICES**

a. The Seller recognizes that: (1) the services provided under this Contract are vital to the Buyer's operations, (2) continuity thereof must be maintained at a consistently high level without interruption, (3) upon expiration of this Contract or termination of this Contract for convenience or default, a successor either the Buyer or another seller may continue the services performed hereunder, (4) the successor will require phase-in training and assistance, (5) the seller's cooperation is required in order to effect an orderly and efficient transition to a successor.

b. Therefore, the Seller shall, upon written notification by the Buyer, provide phase-in and phase-out (PIPO) services for up to sixty (60) days after expiration or termination of this Contract. Such notice shall be given sixty (60) days prior to Contract expiration or concurrently with the notice of termination. After notification, the Seller shall negotiate in good faith with a successor in determining the nature and extent of the PIPO services, including the cost thereof and a mutually acceptable detailed plan for PIPO operations. The plan shall have training program and specify a date for shifting the responsibilities to the successor for each division of work set forth in the plan. The plan shall be subject to the approval of the Buyer.

c. The Seller shall provide sufficient experienced personnel during the PIPO period to insure that the services performed under this Contract are maintained at a high level of proficiency.

d. The Seller shall be reimbursed for all reasonable PIPO costs, which are those costs accruing within the agreed period after Contract expiration or termination which result from the PIPO operations. A profit shall be paid on said costs unless the Contract has been terminated for default.

e. The Seller shall cooperate with the successor in allowing as many of the Seller's personnel as practicable to remain on the job and to transfer to the successor in order to enhance the continuity and consistency of the services required under this Contract. Therefore, the Seller shall furnish to the successor the necessary personnel records and allow the successor to conduct on-site interviews with the Seller's employees. If said employees are agreeable to the transfer and are accepted by the successor, then the Seller shall release them for employment by the successor at a mutually acceptable date and shall negotiate the transfer of their earned fringe benefits, if any, to the successor.

13. **CONTRACT ADMINISTRATION**

Notwithstanding any other provisions of this Contract or any document referenced therein, the Buyer's Director of Procurement, or cognizant Contract Administrator are the only individuals authorized to make the changes in or redirect the work required by this Contract. Where the Buyer's approval is required under the terms of this Contract, it shall be construed to mean the approval of the Buyer's Director of Procurement or the cognizant Contract Administrator. In the event the Seller effects any change at the direction of any other person, the change will be considered as having been made without authority and an adjustment shall not be made in Contract price or performance schedule as a result thereof.

14. **DEFAULT**

a. The Buyer may terminate this Order in whole or in part by written, emailed, or FAX notice:

i. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or

ii. if the Seller shall become insolvent or make a general assignment for the benefit of creditors, or

iii. if a petition under any bankruptcy act or similar statute is filed by or against the Seller and is not vacated within ten (10) days after it is filed, or

iv. if the Seller fails to make delivery of the items or to perform the services within the time specified in this Order, or any increments thereof or extensions thereto, or

v. if the Seller fails to perform any other obligations under this Order, or so fails to make progress, so as to endanger performance of this Order, or

vi. if the Seller's financial condition shall become such as to endanger completion of performance.

b. If the Buyer terminates this Order in whole or in part, the Buyer may procure, upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this Order to the extent not terminated,

c. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any others rights and remedies provided by law or under this Order.

15. **DEFINITIONS**

As used in this Contract, the following terms shall have the meanings set forth below:

	TERM	MEANING
1.	"Advise"	Advise in writing.
2.	"Appoint"	Appoint in writing
3.	"Approval"	Approval in writing
4.	"Buyer"	Person or persons designated in writing who are authorized to act on behalf of the Buyer. This designation shall be made by the Buyer on or before the date work commences under this Contract.
5.	"Change Order"	A written order signed by the Buyer directing the Seller to make changes in the work without the consent of the Seller.
6.	"Contract Amendment"	A written alteration in any part of the Contract whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties. It includes change orders and notices of termination.
7.	"Designate"	Designate in writing.
8.	"Direction"	Direction in writing.
9.	"Includes"	Includes but is not limited to.
10.	"Item"	Hardware, data, software, materials, spare parts and other articles to be delivered or services to be performed.
11.	"May"	May is permissive, however, the words "no person may" mean that no person is required, authorized, or permitted to do the act prohibited.
12.	"Shall"	Shall is imperative.
13.	"Statement of Work"	All specifications, maps, data, and other information included or referenced in the Statement of Work. "SOW"
14.	"Subcontractor(s)"	All persons, vendors, and entities furnishing work, property, or services to the Seller for use on this Contract.
15.	"Work"	Includes equipment, installation, material, and services.

16. **EXCUSABLE DELAYS**

The Seller shall not be liable for damages, including liquidated damages, if any, for delays in performance or failure to perform due to causes beyond the control and without the fault or negligence of the Seller. Such causes include but are not limited to, acts of God, acts of the public enemy, acts of the United States Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. When any delays in delivery will occur or are anticipated, the Seller shall immediately give notice thereof to the Buyer.

17. **INDEMNITY**

Except for claims arising out of acts caused by the sole negligence of the Buyer, its agents, servants or employees, the Seller agrees to indemnify and hold harmless the School District, its agents, servants and employees, from acts or omissions of any nature whatsoever of the Seller, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the School District therefrom. The Seller agrees to hold the FNSB School District harmless from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Order.

18. **INSPECTION OF SERVICES**

a. All services shall be subject to inspection and test by the Buyer, to the extent practicable at all times and places during the term of the Contract and during PIPO operations. All inspections and tests by the Buyer shall be made in such a manner as to not unduly delay the work.

b. If any services performed hereunder are not in conformity with the requirements of this Contract, the Buyer shall have the right to require the Seller to perform the services again in conformity with the requirements of the Contract, at no expense to the Buyer. When the defective services performed are of such a nature that the defect cannot be corrected by re-performance of the services, the Buyer shall have the right to: (1) require the Seller to immediately take all steps necessary to ensure future performance of the services in conformity with the requirements of the Contract; (2) and reduce the Contract price to reflect the reduced value of the services performed,. If the Seller fails to perform promptly the services again or to take necessary steps to ensure future performance of the services in conformity with the requirements of the Contract, the Buyer shall have the right to either (a) by Contract or otherwise have the services performed in conformity with the Contract requirements and charge the Seller any cost incurred by the Buyer that is directly related to the performance of such service; or (b) terminate this Contract for default pursuant to the "Termination for Default" clause.

c. Records of all inspections and tests by Seller shall be kept complete and available to Buyer during performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

19. **INSURANCE**

Before commencing work, Seller shall procure and maintain insurance of the limits and kinds as specified in the SOW and enumerated hereunder, with an insurance company rated as "Excellent" or "Superior" by A. M. Best Company. Certificates of such insurance issued by the Seller's insurance carrier shall be filed with the Buyer before commencement of work and shall set forth the following:

a. LIMITS: The contractor shall obtain insurance for not less than the following limits:

i. Commercial general liability: $1,000,000 limit

ii. Comprehensive automotive liability: $1,000,000 combined single limit

iii. Crime/Abuse/Molestation: $1,000.000.00 limit, each

b. AUTOMOBILE LIABILITY INSURANCE:

i. Comprehensive automotive liability: $1,000,000.00 combines single limit.

ii. All automobiles must be insured when the contractor is using them to do work under this agreement. The following coverages automatically qualify:

(a) All autos or

(b) All owned, non-owned, and hired autos.

iii. If the contractor submits insurance covering only scheduled autos, then the contractor agrees to use only those insured vehicles for the work and to insure any additional vehicles before using them for the work. If the contractor submits insurance covering only scheduled autos, then the insurance coverage must also include all non-owned autos, the contractor must provide a copy of the scheduled vehicles, and the contractor must assure the Buyer in writing that any additional vehicles are covered by liability insurance at the required limits before the vehicles are used for work under this agreement.

c. WORKER'S COMPENSATION: The contractor understands that all employees must be covered by worker's compensation insurance during the term of the contract with the School District.

Workers compensation: $100,000 each accident, $500,000 disease-policy limit, and $100,000 disease-each employee. This policy must be endorsed with a waiver of subrogation in favor of the School District.

d. ALTERNATE COVERAGE: A combination of primary and excess/umbrella policies may be used to fulfill the insurance requirements of the section.

e. ADDITIONAL INSURED: The School District must be listed as an additional insured in the contractor's commercial general liability policy.

f. CERTIFICATE OF INSURANCE: Before starting work, the contractor will provide a certificate of insurance in a form acceptable to the School District showing that the contractor has the required insurance coverage.

g. CANCELLATION: The successful contractor agrees to pay for the insurance specified and agrees to provide the School District with a 30 days notice of cancellation if non-renewal occurs during the contract period. The School District must receive notice if the contractor's insurance is going to be canceled, not renewed, or changed in some important way. The certificate of insurance must say that the insurer will notify the School District at least 30 days before the insurer cancels, refuses to renew, or materially changes the coverage.

h. INCREASED COVERAGE: During the contract term, the School District might require higher limits of insurance than those listed in this section. If the School District requires such insurance, and the insurer raises its premium as a result of higher limits, then the Borough will pay the contractor the difference between the old and the new premiums.

i. Certificates of Insurance shall be issued to: Fairbanks North Star Borough and School District

P.O. Box 71267
Fairbanks, AK 99707

20. **LAWS, ORDINANCES, RULES & REGULATIONS**

The Seller shall comply with all applicable laws, ordinances, rules and regulations including Federal, State, and Municipal authorities and departments relating to or affecting the work hereunder or any part thereof, and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. The Seller agrees to indemnify and hold harmless the Buyer from and against any and all liability or consequential damage, including but not limited to, any fines, penalties, or other corrective measures the School District may suffer resulting from any violation by the contractor of such laws, ordinances, rules, and regulations.

The Contractor and its employees shall refrain from the use of alcohol, drugs, marijuana, tobacco or nicotine, including any smoking, electronic cigarette, or vapor device while on School District property. Tobacco is defined as tobacco and nicotine in any form as well as nicotine delivery devices, such as, but not

limited to, electronic cigarettes and vapor pens, but excludes nicotine replacement therapy products approved by the U.S. Food and Drug Administration for the purpose of smoking/nicotine cessation.

21. **MODIFICATION OF ORDER**

This Order contains all the agreements and conditions of sale and no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in this Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorized representative of the Buyer's Purchasing Department and delivered by the Buyer to the Seller. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of the Seller, and notwithstanding the Buyer's act of accepting or paying for any delivery or similar act of the Buyer.

22. **NO WAIVER OF CONDITIONS**

The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.

23. **NON-DISCRIMINATION**

The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The Seller shall comply with the applicable provisions of the Federal Civil Rights Act of l964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, the FNSB School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

24. **NOTICE TO THE BUYER OF LABOR DISPUTES**

a. Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Contract, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Buyer.

b. The Seller shall insert the substance of this clause, including this paragraph, in any subcontracts hereunder. Each such subcontract shall provide that in the event that its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the Seller of all relevant information with respect to such dispute.

25. **OPERATION AND STORAGE AREAS**

All operation of the Seller, including storage of materials, shall be confined to areas authorized or approved by the Buyer. No unauthorized or unwarranted entry upon, passage through, or storage or disposal of materials, shall be made upon other premises. The Seller shall hold and save the Buyer, its employees, officers and agents, free and harmless from liability of any nature of kind arising from any use, trespass or damage incurred by Seller’s operations on premises of third persons.

26. **OTHER CONTRACTS**

The Buyer may undertake or award other contracts for additional work, and the Seller shall fully cooperate with such other contractors and Buyer’s employees. The Seller shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Buyer’s employees.

27. **PERMITS AND RESPONSIBILITIES**

Without additional expense to the Buyer, the Seller shall be responsible for obtaining any necessary licenses and permits, and for complying with all applicable laws, codes, and regulations, in connection with the prosecution of the work. The Seller shall be responsible for all damages to persons or property that occur as a result of its fault or negligence. Seller shall take proper safety and health precautions to protect the work, employees of the Buyer and Seller, the public, and the property of others.

28. **PROTECTION OF BUILDINGS, EQUIPMENT AND VEGETATION**

The Seller shall use reasonable care to avoid damaging existing buildings, structures, equipment and vegetation such as trees, shrubs and grass on the Buyer's facility. If the Seller fails to do so and damages any such buildings, structures, equipment, or vegetation, Seller shall replace or repair the damage at no expense to the Buyer as directed by the Buyer. If Seller fails or refuses to make such repair or replacement, the Seller shall be liable for the cost thereof which may be deducted by the Buyer from payments due or which may become due to the Seller.

29. **PUBLIC RELEASE OF INFORMATION**

Unless the prior written consent of the Buyer is obtained, the Seller shall not, except as may be required by law or regulations, in any manner advertise or publish or release for publication any statement or information mentioning the Buyer, or the fact that the Seller has furnished or contracted to furnish to the Buyer the services required by this Contract, or quote the opinion of any employee of Buyer.

30. **REMOVAL OF SELLER'S UNSATISFACTORY EMPLOYEES**

By written notice, the Buyer may require the Seller to remove from the work any employee the Buyer deems incompetent, careless, or otherwise objectionable.

31. **SAFETY**

a. Seller shall be responsible for safety related to and during the performance of the work hereunder. Seller shall insure that its employees and the employees of its subcontractors are notified of and observe and abide by all safety regulations and laws including but not limited to those issued by the Buyer, and any revisions of the foregoing that may herein-after be applicable.

b. Said laws and regulations are the minimum requirement for the Seller. Seller shall take any additional precautions necessary or proper under the circumstances to prevent injury to or death of persons and/or damage to property. Compliance with such laws and regulations by the Seller, or Buyer's approval of any actions or procedures of the Seller as provided herein shall not relieve the Seller of its obligations to use due care in performing the work required under this Contract.

c. Seller shall immediately notify Buyer of any damage to property and/or injury to, or death of, persons that occurs in connection with or is in any way related to the work. Seller shall furnish Buyer a written report of the aforesaid as soon as possible.

32. **SUPERINTENDENCE BY SELLER**

The Seller shall have a competent foreman or superintendent, satisfactory to the Buyer, on the work site at all times during the performance of work. Said foreman or superintendent shall have the authority to act for the Seller.

33. **TAXES**

Unless prohibited by law or otherwise stated to the contrary in this Contract, the Seller shall pay and has included in the price of this Contract, any Federal, State or Local Sales Tax, Transportation Tax, or other similar levy which is required to be imposed upon the work or services to be performed.

34. **TITLE AND RISK OF LOSS**

The Seller shall retain title to and risk of loss or damage to all items to be delivered hereunder until final acceptance by the Buyer at the Buyer's plant.

35. **WARRANTY OF SERVICES**

Notwithstanding inspection and acceptance by the Buyer or any provision concerning the conclusiveness thereof, the Seller warrants that all services performed under this Contract shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Buyer shall give written notice of any such defect or nonconformance to the Seller within five (5) days after date of acceptance by Buyer. Such notice shall state either (1) that the Seller shall correct or re-perform any defective or nonconforming service, or (2) that the Buyer does not require correction or re-performance. If the Seller is required to correct or re-perform, it shall be at no cost to the buyer, and any services corrected or re-performed by the Seller pursuant to this clause shall be subject to all provisions of this clause to the same extent as work initially performed. If the Seller fails or refuses to correct or re-perform, the Buyer may, by contract or otherwise, correct or replace with similar services and charge to the Seller the cost incurred to the buyer thereby or obtain an equitable adjustment in the Contract price. If the Buyer does not require correction or re-performance, the Buyer shall make an equitable adjustment in the Contract price. Except as otherwise provided herein, the bidder warrants that all articles, materials, and equipment supplied under this contract are new, conform to the specifications of this contract, to be of merchantable quality, are fit for the use intended, and are free from defects in materials and workmanship. The District requires that successful bidders honor guarantees and warranties offered by the manufacturer.

36. **TERMINATION FOR CONVENIENCE**

The School District may terminate a contract, in whole or in part, without showing cause upon giving written notice to the Contractor. The School District shall pay all reasonable costs incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

37. **TERMINATION FOR DEFAULT**

If the contractor refuses or fails to prosecute the work or any separate part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the School District may, at their sole discretion and by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the School District may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the School District resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the School District in completing the work.

38. **TERMINATION CONTINGENCY**

If the Buyer terminates this Contract in whole or in part under the "Default", "Termination for Convenience", "Price Escalation/de-escalation" clauses, or any other reason authorized by the School Board Procurement Policy or contained herein, the Buyer may cover by procurement of items or services similar to those terminated, upon such terms and in such a manner as the Buyer may deem appropriate.

39. **STRICT LOYALTY**

The Contractor and its employees shall avoid all circumstances and actions which would place the Contractor in a position of divided loyalty with respect to the obligations undertaken under this Contract. 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 a Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form (SF-LLL), “Disclosure Form to Report Lobbying,” in accordance with the instructions therein.

40. **DEBARMENT**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any governmental department or agency. This certification represents a recurring certification made at the time any order is placed under this Contract.

EXHIBIT "C" – Bid Schedule

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Clause

PRICING 59

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1. PRICING

Bids must be received by: 4:30pm, 7/29/22
Period of Performance: Work may begin as soon as possible (upon execution of contract), and must be completed no later than 7/31/23.

Line	Item Number	Description	Unit	Qty
1	988-73-00	Kindergarten Playground Installation, Anderson Crawford Elementary (ACE) School		
		BASE BID ONLY,	LS:	1

Base Bid Amount $ _____

2. INVOICING

The Seller shall invoice monthly for services performed. Payment will be made within thirty (30) days after approval of the invoice by the Contract Administrator. Invoices shall specify:

a. Project name.
b. Owner's project number.
c. Name of Contractor.
d. Purchase Order number.
e. Date of submittal.
f. Application for Payment number.
g. Breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.

3. NON-COLLUSION CERTIFICATE

THE OFFEROR CERTIFIES THAT -

a. THE PRICES IN THIS OFFER HAVE BEEN ARRIVED AT INDEPENDENTLY, WITHOUT, FOR THE PURPOSE OF RESTRICTING COMPETITION, ANY CONSULTATION, COMMUNICATION, OR AGREEMENT WITH ANY OTHER OFFEROR OR COMPETITOR RELATING TO (I) THOSE PRICES, (II) THE INTENTION TO SUBMIT AN OFFER, OR (III) THE METHODS OR FACTORS USED TO CALCULATE THE PRICES OFFERED,

b. THE PRICES IN THIS OFFER HAVE NOT AND WILL NOT BE KNOWINGLY DISCLOSED BY THE OFFEROR, DIRECTLY OR INDIRECTLY, TO ANY OTHER OFFEROR OR COMPETITOR BEFORE CONTRACT AWARD UNLESS OTHERWISE REQUIRED BY LAW, AND

c. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE OFFEROR TO INDUCE ANY OTHER CONCERN TO SUBMIT OR NOT TO SUBMIT AN OFFER FOR THE PURPOSE OF RESTRICTING COMPETITION.

_____

(Signature)

_____

(Title)

_____

(Business Name)

_____

(Date)

Amendment Acknowledgement

OFFER

The undersigned agrees, if this offer is accepted, to furnish any or all items upon which prices are offered at the price entered on this schedule, delivered at the designated point, within the time specified.

The offeror certifies that:

1. The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered,

2. The prices in this offer have not and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise authorized by law, and

3. No attempt has been made or will be made by the offeror to induce any concern to submit or not to submit an offer for the purpose of restricting competition.

Acknowledgment of Amendments:	Amendment No.	Date
	_____	_____
	_____	_____
	_____	_____

_____ _____

Signature - Individual Authorized to Bind Firm Date

_____

Typed or Printed Name

Alaska Business License Number, if applicable: _____

Business Name: _____

Mailing Address: _____

Business Address (Street Address): _____

Phone: _____

FAX: _____

E-mail IFB Results to: _____