



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-F0013

Greetings:

You are invited to submit your bids for:

PLAYGROUND INSTALLATION – WELLER ELEMENTARY (WLR)

A pre bid /site visit will be held Weller Elementary School 635 Elementary Drive, Fairbanks, AK 99707 at **2:00 PM on May 19, 2023.**

Bids shall be received at the District Purchasing Office located at the School District Administrative Offices, 520 5th Ave, Fairbanks, AK 99701, until **4:00 pm on June 2, 2023**, at which time they shall be opened and publicly ready aloud.

Method of Award: AGGREGATE

This solicitation consists of the following documents:

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FAX 'D BIDS ARE NOT ACCEPTABLE. Bids shall be submitted on the BID SCHEDULE AND OFFER provided in Section IV. The BID SCHEDULE AND OFFER will be completed in accordance with the instructions provided herein and signed by an officer authorized to bind the company.

Sincerely,

Purchasing Agent
yvette.birkholz@k12northstar.org
907-452-2000x11347

SECTION I - INSTRUCTIONS TO BIDDERS

Services IFB

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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.

INSTRUCTIONS TO BIDDERS (CONT)

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 Acknowledgement" form will be used to acknowledge receipt of any addenda and submitted with the bid. The enclosed "Non-Collusion Certificate" will be used to certify the bid has been arrived at independently and submitted with the bid. Unless otherwise authorized herein, emailed or "FAX" bids will not be accepted. The Non-Collusion Certificate must be

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)

INSTRUCTIONS TO BIDDERS (CONT)

- 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.

INSTRUCTIONS TO BIDDERS (CONT)

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.

INSTRUCTIONS TO BIDDERS (CONT)

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 of 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 give 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

INSTRUCTIONS TO BIDDERS (CONT)

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 indicate "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.

26. **FEE CHANGES**

In the event the Fairbanks North Star Borough changes the regulator fee(s) during the life of this contract the Seller may pass on to the Buyer verifiable increases in its costs. Conversely, the Seller shall pass on to the Buyer any decrease of like costs. The Seller shall not invoice the Buyer at an increased rate unless the fee increase has been submitted to the Buyer, and approved by the Contract Administrator in advance. The Seller shall be prepared to provide the Buyer complete cost data to support price changes. The Buyer reserves the right to terminate this contract, in whole or in part, if the Seller increases prices. The Buyer reserves the right, at its option, to audit the Seller's financial records as they pertain to administration of this clause.

SECTION II – SERVICE CONTRACT

23-F0013

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Signatures

Exhibit “A” – Statement of Work, 23-F0013

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.

CONDITIONS OF PURCHASE: GOODS (CONT)

2 SCOPE OF WORK

The Seller shall furnish all the services and materials necessary to perform the work associated with Weller Elementary (WLR) Playground Installation, as set forth in Exhibit "A" entitled "Statement of Work 23-F0013, hereinafter referred to as the "SOW."

3 PERIOD OF PERFORMANCE

- a Work to be accomplished under this Contract shall be performed during the period from the date of execution of the contract to July 31, 2024.
- b Specific periods of performance, if any, and completion dates for each Contract line item are set forth in the SOW.
- c Upon receipt of authorized Purchase Order, Contractor shall secure a performance bond, to provide surety for 100% of the contract amount. Contractor shall also provide a certificate of insurance.

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-F0013
- 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-F0013
- 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: _____

b To the Seller: _____

 Attention: _____

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-F0013

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1. SCOPE OF WORK

Install new playground equipment and new protective surfacing tiles at Weller Elementary. Make necessary improvements to asphalt pad to properly install new surfacing tiles. Uninstall and reinstall two existing tire swings in a new location with new playground equipment.

2. BACKGROUND

- a. The purpose of this contract is to install new playground equipment and to move two existing tire swings to a new location.
- b. The facilities include School and Administrative buildings at Weller Elementary School.
- c. The School District (Buyer) does not own the equipment, nor employ the staff necessary to provide this service.
- d. Services requested under this contract are critical to the mission of the District, or required per local, State, or Federal regulations.

3. LOCATION AND CONTACTS

Weller Elementary School, 635 Elementary Drive, Fairbanks, AK 997
School District Contract Administrator: Dan DeGraw, Project Manager, 907-799-4486
dan.degraw@k12northstar.org

4. SCHEDULE

The playground equipment has been ordered and received by the School District; it is currently in storage at the FNSBSD Shipping & receiving warehouse. Work may begin as soon as possible (upon execution of contract) and must be completed no later than 7/31/24.

5. DESCRIPTION OF WORK

SECTION 015500- ENVIRONMENTAL PROTECTION

Statement of Work (cont.)

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.

Statement of Work (cont.)

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

Fairbanks Fire Department – (907) 450-6600

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,

Statement of Work (cont.)

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;

Statement of Work (cont.)

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

Statement of Work (cont.)

(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.

Statement of Work (cont.)

(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

SECTION 116813 -PLAYGROUND EQUIPMENT

PART 1 GENERAL

1.1 SCOPE: SECTION 11 68 13 - PLAYGROUND EQUIPMENT

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.

1.4 REFERENCES

Statement of Work (cont.)

A. American with Disabilities Act (ADA), 2010.

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

C. 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. Buyer will furnish all playground equipment to the contractor.

B. Contractor to store materials on-site or in a location provided by Client.

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 the Buyer.

1. Playworld play structure 350-2077.

Statement of Work (cont.)

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. Stake locations of all equipment in accordance with drawings and obtain approval from Project Manager prior to installation. Ensure no overlap in the use zone (clear area and fall zone as defined in ASTM F 1487).
- B. 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.
- C. 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.

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 recommended by the manufacturer. Required labeling shall be undamaged and visible.

3.5 PLAYGROUND ACCEPTANCE

- A. Child Safety and Accessibility Evaluation: After the protective surfacing is installed, the play events and protective surfacing shall be thoroughly inspected and measured by the Contractor Quality Control Inspector (inspection may be performed by FNSBSD CPSI Certified inspector at no additional cost to the Contractor) 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 occurrence in accordance with ASTM F 1487. Measure play event fall height and depth of loose fill protective surfacing.

Statement of Work (cont.)

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

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. Resilient, Interlocking, Playground Safety Surfacing Tiles.
2. Accessories.

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. 11 68 13 Playground Equipment.

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.
3. ASTM F 1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
4. ASTM D 573 – Standard Test Method for Rubber-Deterioration in an Air Oven (Heat Aged).
5. ASTM E 303 – Standard Test Methods for Skid Resistance on Coated Tile.

Statement of Work (cont.)

6. ASTM D 412 – Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers.

7. ASTM D 624 – Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.

8. ASTM D 3676 – Standard Specification for Rubber Cellular Cushion Used for Carpet or Rug Underlay.

1.6 PERFORMANCE REQUIREMENTS

A. Impact Attenuation: According to ASTM F 1292.

B. Accessibility of Surface Systems: According to ASTM F 1951.

C. Rubber Deterioration/Air Oven: According to ASTM D 573.

D. Slip Resistance: According to ASTM E 303.

E. Tensile Strength: According to ASTM D 412.

F. Elongation at Break: According to ASTM D 412.

G. Tear Strength: According to ASTM D 624.

H. Peak Load: According to ASTM D 624.

I. Density: According to ASTM D 3676.

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. Manufacturer’s sample of one full tile.

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

E. Material Certificates: For each type of resilient tile from the manufacturer.

F. Material Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each critical height of tile.

Statement of Work (cont.)

G. Field Quality-Control Reports.

H. Maintenance Data: Manufacturer's maintenance and cleaning instructions.

I. Warranty: Copy of standard warranty.

1.9 QUALITY ASSURANCE

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

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

1.10 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage

1. Store materials in accordance with manufacturer's instructions.

2. Playground Safety Surfacing Tiles:

a. Store tiles in a dry area prior to installation.

b. Protect tiles from direct sunlight before installation.

3. Adhesive:

a. Store adhesive in a dry area at a minimum temperature of 40°F. Avoid adhesive applications below 40°F and above 105°F.

1.11 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 the manufacturer's written instructions and warranty requirements.

B. Tile Temperature: Ensure surface temperature of tile is a minimum of 50 degrees F at time of installation.

C. Air Temperature: Ensure air temperature is a minimum of 40 degrees F (4 degrees C) for a minimum of 24 hours before and during and after installation.

D. Tile or Air Temperatures: Consult manufacturer's installation instructions for modified installation procedure when tile or air temperatures are above 85 degrees F.

1.12 WARRANTY

A. Special Warranty

1. Materials and Workmanship: Playground safety surfacing tiles shall be warrantied for defects in materials and workmanship for 10 years from date of Final Acceptance.

Statement of Work (cont.)

PART 2 PRODUCTS

2.1 RESILIENT, INTERLOCKING, PLAYGROUND SAFETY SURFACING TILES

- A. Description: Resilient, interlocking, playground safety surfacing tiles.
- B. Compliance: Meet and exceed CSPC guidelines and for impact attenuation.
- C. Material: Compression-molded, recycled rubber and binding agents.
- D. Tile Locking: U-shaped male and female configuration running full length on all 4 sides to lock tiles to adjacent tiles.
- E. Top Edges: Chamfered.
- F. Tile Bottom: Hollow Core.
- G. Wear Layer: Minimum .50-inch thick.
- H. Installed Size: 24-inch x 24-inch.
- I. Thickness: Critical fall height of 8.5 feet or higher.
- J. Colors: As shown on drawings.
- K. Testing Results: Testing Results:
 - 1. Freeze Thaw, ASTM C 1026: no appearance of the presence of cracking, chipping, or breaking of the tile.
 - 2. Rubber Deterioration/Air Oven, ASTM D 573: Pass.
 - 3. Tensile Strength, ASTM D 412: 132.92 psi.
 - 4. Elongation at Break, ASTM D 412: 56.46 percent.
 - 5. Tear Strength, D 624: 34.66 lbs./force/inch.
 - 6. Flammability: Burning Pill, ASTM D 2859: Pass.
 - 7. Determination of Accessibility, ASTM F 1951: Meets/Exceeds requirements.
 - 8. Water Permeability, ASTM F 1551: 43.8 inches/hour.
 - 9. Durometer Hardness, ASTM D 2240: 55.1.
 - 10. Static Coefficient of friction, ASTM C 1028:
 - a. Dry: .63.
 - b. Wet: .47.
 - 11. Taber Abrasion, Wear index, ASTM C 501: 94.4.

Statement of Work (cont.)

2.2 ACCESSORIES

A. Corners:

1. Prefabricated outside and inside corners.
2. Material: Same as playground safety surfacing tiles.

B. Ramps:

1. Prefabricated ramps used as wedging.
2. Prefabricated ADA-Compliant Ramps.
3. Material: Same as playground safety surfacing tiles.

C. Adhesive: Furnished by tile manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine areas to receive playground safety surfacing tiles. Notify responsible parties if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

3.2 PREPARATION

A. General: Prepare substrates to receive surfacing products according to manufacturer's written instructions. Verify proper slope, support, and drainage for playground safety surfacing tiles.

B. Asphalt Subsurface: May require longer curing time to allow the oils to dissipate. Some asphalt surfaces may have a significant amount of tars or oils and the adhesive should be tested to ensure adhesion. After the adhesive has cured and if the tiles can be pulled up with asphalt or concrete attached to the glue, it is the base that has failed, and not the adhesive.

1. Asphalt subsurface shall be as shown on drawings.
2. Ensure asphalt is sound with no loose material or cracks over 1/8-inch wide.
3. Ensure asphalt is a minimum of 21 days old.
4. Scarify existing asphalt according to manufacturer's instructions if adhesion test fails.

3.3 INSTALLATION GENERAL

A. General: Comply with playground surface system manufacturer's written installation instructions. Install playground surface system over area indicated on drawings.

B. Ensure prepared subsurface and tiles are dry and clean.

C. Layout tile surface in accordance with manufacturer's instructions.

D. Install tiles in single installation session, if possible.

Statement of Work (cont.)

E. Apply adhesive in accordance with manufacturer's instructions for tile-to-tile as well as tile-to-base for all keystone and strategic tile rows.

3.4 CLEANING

A. Remove adhesive spills from playground safety surfacing tiles and equipment in accordance with manufacturer's instructions.

B. Clean tiles in accordance with the manufacturer's instructions.

3.5 PROTECTION

A. Protect playground safety surface tiles from foot traffic for a minimum of 12 hours after installation.

B. Protect completed tiles from damage during construction.

3.6 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 test 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.

E. Manufacturer test reports will meet the inspection requirements as long as the required depth of Engineered Wood Fiber (EWF) is also confirmed in the field.

END OF SECTION

3. OTHER CONDITIONS

a. REDUCED SERVICE PERIODS

There are periods when School sites will require reduced services. The Buyer reserves the right to increase or decrease the volume of services requested at no penalty to the District.

b. EQUIPMENT

The Buyer reserves the right to change the equipment required.

c. LOCATION ADDITIONS/DELETIONS

Statement of Work (cont.)

The Buyer reserves the right to add or delete service locations as needed.

d. **HAZARDOUS MATERIALS**

The Buyer has established guidelines for the disposal of hazardous material. Hazardous material shall not be transported by the contractor.

e. **VEHICLE REQUIREMENTS**

Vehicles used in the performance of this contract shall conform to DOT and Public Safety published regulations and shall meet all weight, height and other restrictions as set forth by those agencies.

4. **EVALUATION OF BIDS**

Bids submitted in accordance with the terms specified herein shall be evaluated based on the price offered.

SOW Attachment 1



350-2077

350-2077

PLAYWORLD
The world needs play.

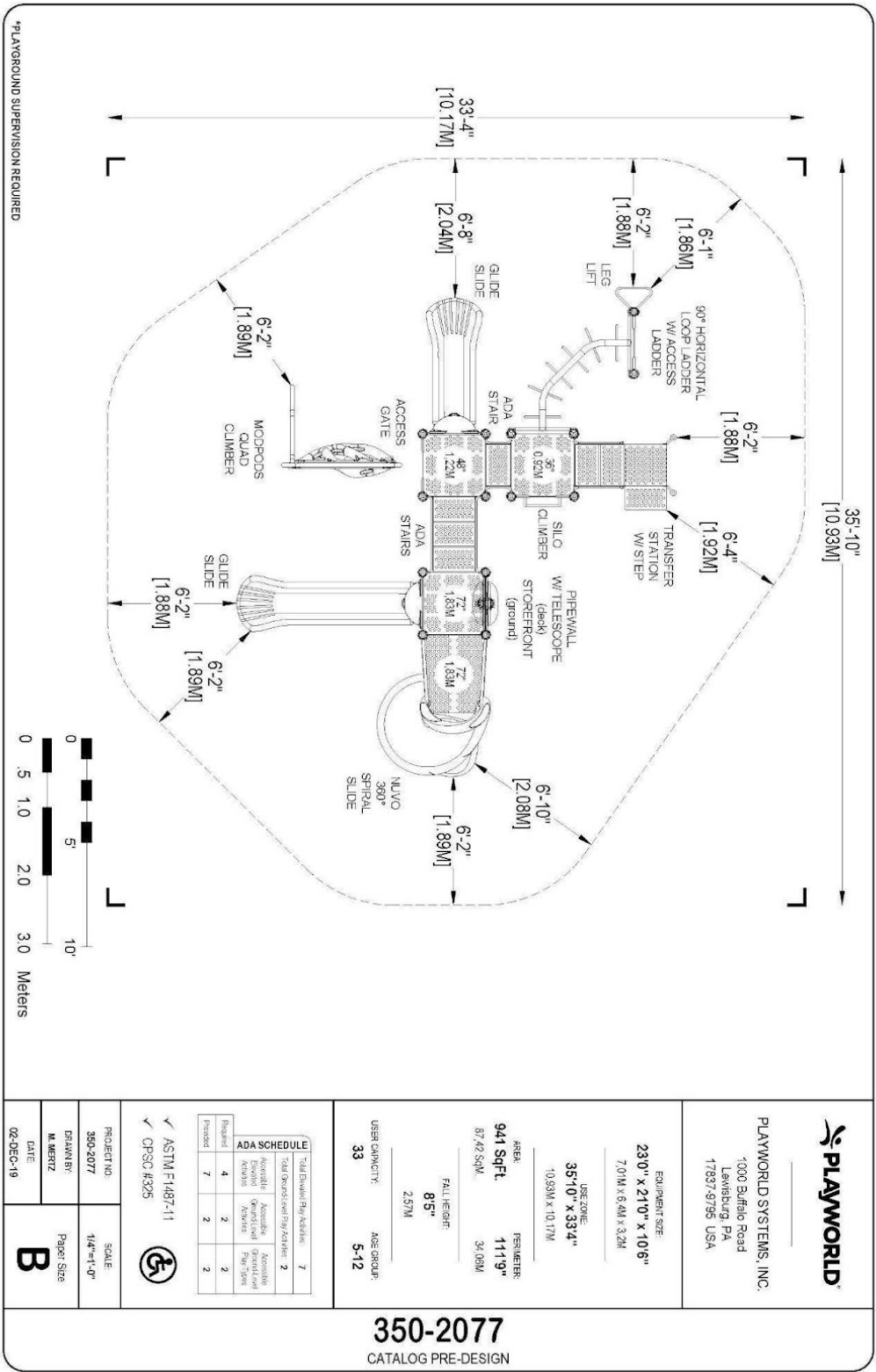
Equipment Manufacturer

350-2077

350-2077

Equipment Manufacturer





Color Me Confident

While color is a small detail in the larger scope of playground planning, it shouldn't be an afterthought. Colors can tell a story and evoke a feeling. They guide the eye and inspire play.

From warm, sunset shades that invigorate to cool, tropical tones that calm, there's a perfect combination for every play space.

Choosing a color palette can be fun, but it's also a lot of work. Not sure where to start? Try assigning certain colors to a material or type of activity. When in doubt, take inspiration from your environment, whether it's your school colors or the native flora and fauna. Don't be shy—color yourself confident.

Rotomolded Colors



2-Color Sheet Plastic



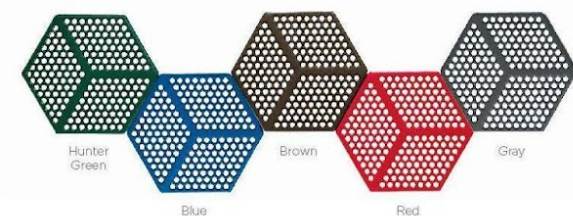
Pre-selected color palettes streamline the ordering process and allow us to provide exceptionally great prices on select product lines.



Component & Post Colors



Eco-Armor® Colors



Boulders



Rope Colors



Colors are subject to change without notice. Color swatches are for reference only. For accurate color samples and the most up-to-date specifications consult your local representative. Playworld uses high quality materials and state-of-the-art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time. Playworld does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.


FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT
WELLER ELEMENTARY SCHOOL
PLAYGROUND IMPROVEMENTS
FAIRBANKS, ALASKA

SHEET INDEX

GENERAL	GENERAL INFORMATION
G001	
LANDSCAPE	
L100	EXISTING CONDITIONS AND DEMOLITION PLAN
L200	SITE PLAN
L210	PLAYGROUND AREA LAYOUT
L600	DETAILS

GENERAL SYMBOLS

NAME _____
 NUMBER _____
 SHEET LOCATION _____
 SCALE _____
 TRUE NORTH _____

 **VIEW NAME**

CODE SUMMARY

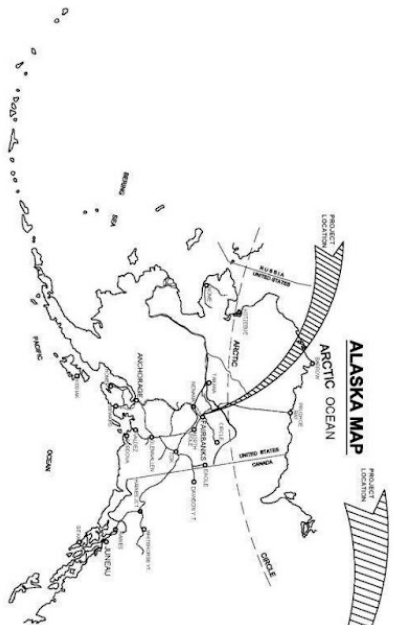
GOVERNING CODES
AMERICANS WITH DISABILITIES ACT 2012
PUBLIC PLAYGROUND SAFETY HANDBOOK

AUTHORITY HAVING JURISDICTION
FARSWICK NORTH STRAIT BOROUGH

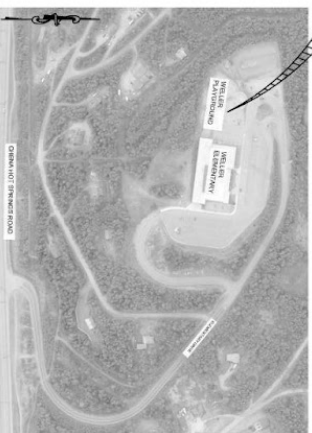
PROJECT TEAM

LEAD DESIGNER
DESIGN ALABAMA
ELIDA ROBERT CINC. PROJECT MANAGER
605 COLLIER ROAD
FARMERSVILLE, ALABAMA 36501
907 653-1261
edc@edesignalabama.com

ALASKA MAP



VICINITY MAP

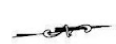


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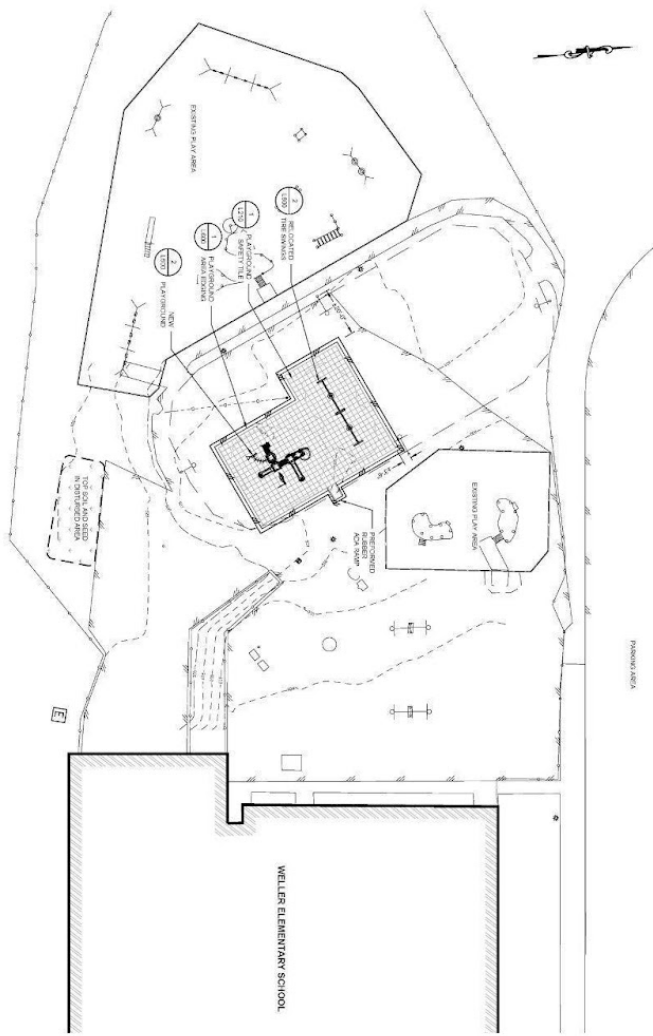
WELLER
ELEMENTARY
SCHOOL
PLAYGROUND
IMPROVEMENTS

ISSUE DATE 04 FEB 2022
COACH NUMBER 1122808
CERTIFIED BY EBC
DRAWN BY GARCIA
SCALE 0" = 1"

G0001



1 SITE PLAN
T-320



1" = 20'

EARTH MOVING NOTES

1. EXISTING GRADE TO BE MAINTAINED EXCEPT WHERE SHOWN OTHERWISE.
2. EXISTING GRADE TO BE MAINTAINED EXCEPT WHERE SHOWN OTHERWISE.
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SEEDING NOTES

1. EXISTING GRADE TO BE MAINTAINED EXCEPT WHERE SHOWN OTHERWISE.
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GENERAL NOTES

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10. EXISTING GRADE TO BE MAINTAINED EXCEPT WHERE SHOWN OTHERWISE.



WELLER
ELEMENTARY
SCHOOL
PLAYGROUND
IMPROVEMENTS

SITE PLAN
1" = 20'

L200

TILE NOTES

1. ALL TILES SHALL BE IDENTIFIED BY A NUMBER AND A COLOR
2. COLOR BY NUMBER AND SHAPE ONLY. IDENTIFY EACH TILE BY ITS COLOR AND SHAPE.

ISSUE DATE 06 FEB 2025
COMM NUMBER 112209
DESIGNED BY SMC
DRAWN BY GRC
SCALE 0" = 1"

L210



1
L600
ASPI
N.T.S



2	PLA
1600	1"=1'

ISSUE DATE: 06 FEB 2023
 COMB NUMBER: 112209
 DESIGNED BY: EBC
 DRAWN BY: GBC
 SCALE: 9" = 1'-0"

DETAILS

1600

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FOR EXHIBIT "B"
GENERAL PROVISIONS

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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 delivery 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 provided 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 Principles 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 a 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 as provided in paragraph (9.1) of this clause, 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 a 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 combined 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 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 1964 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 and carefully fit its own work to such additional work as may be contracted for by the Buyer. 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 minimum requirements 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 effects 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, 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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1. BID SCHEDULE

Bids must be received by: June 2, 2023 - 4:00 PM

Period of Performance: Work may begin as soon as possible (upon execution of contract), and must be completed no later than 7/31/24.

Line	Item Number	Description	Unit	Qty
1	988-73-00	Weller Playground Equipment installation	Unit Price:	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 Application 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:

Business Name:

Mailing Address:

Business Address (Street Address):

Phone:

FAX:

E-mail Bid results to:
