

**MATANUSKA-SUSITNA BOROUGH INFORMATION MEMORANDUM IM No. 21-252**

**SUBJECT:** AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY ACCEPTING AND APPROPRIATING \$9,000,000 FROM THE STATE OF ALASKA, DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT FOR THE HOUSTON MIDDLE SCHOOL REBUILD PROJECT; AUTHORIZING THE MANAGER TO ENTER INTO THE PROJECT AGREEMENT FOR THE HOUSTON MIDDLE SCHOOL REPLACEMENT; AND A RESOLUTION APPROVING THE SCOPE OF WORK AND BUDGET TO REBUILD HOUSTON MIDDLE SCHOOL.

**AGENDA OF: December 7, 2021**

ASSEMBLY ACTION:  
*adopted without objection. 12.21.21 KBJ*

**MANAGER RECOMMENDATION:** Introduce and set for public hearing.

**APPROVED BY MICHAEL BROWN, BOROUGH MANAGER:** *MB*

Route To:	Department/Individual	Initials	Remarks
	Originator - Alex Senta	Alex Senta	<small>Digitally signed by Alex Senta Date: 2021.11.22 13:21:23 -09'00'</small>
	Public Works Director	Terry Dolan	<small>Digitally signed by Terry Dolan Date: 2021.11.22 15:34:01 -09'00'</small>
	Purchasing Officer	<i>[Signature]</i>	
	Finance Director	<i>[Signature]</i>	
	Borough Attorney	<i>[Signature]</i>	
	Borough Clerk	<i>[Signature]</i>	<i>[Signature]</i>

**ATTACHMENT (S):** Fiscal Note: YES X NO \_\_\_\_\_  
 Ordinance Serial No. 21-119 (2 pp)  
 Resolution Serial No. 21-132 (2 pp)  
 Project Agreement (12 pp)

**SUMMARY STATEMENT:** An Ordinance of the Matanuska-Susitna Borough (Borough) Assembly authorizing the Borough Manager to enter into a Project Agreement for the Houston Middle School (HMS) Replacement between the State of Alaska, Department of Education & Early Development (DEED) and the Borough. This Ordinance also accepts and appropriates \$9,000,000.00 from DEED into the School

Capital Project Fund 400, Project 40204, the Houston Middle School Rebuild project. Resolution 21-132 sets the Scope of Work and Budget for the appropriation.

**BACKGROUND:** On November 30, 2018, the Matanuska-Susitna Borough sustained damage to HMS due to a magnitude 7.0 earthquake.

On December 4, 2018 the Assembly approved Emergency Ordinance 18-122 to establish funding for earthquake-related expenses. It reappropriated funds from the School Site Acquisition Reserve Fund and School Bond Interest Income Fund to Fund 445, Project 55026, 2018 November Cook Inlet Earthquake-Schools.

In 2019, the Borough's primary property insurance carrier, XL America, paid a total of \$15,000,000 in insurance proceeds, which is the maximum amount allowable under the policy. Three separate payments were Accepted and Appropriated by Ordinance Serial Numbers 19-027, 19-109, and 19-132. Ordinance 21-001 reappropriated the proceeds to Fund 400, Project 40204, Rebuild HMS.

The Assembly adopted Ordinance Serial Number 20-089 on September 15, 2020, condemning HMS as a fire and health hazard. As a result of the condemnation, the Scope of Work changed from a repair and replace project to a demolition and rebuild project, resulting in a claim with the excess property insurance carrier, Aspen Specialty Insurance. On March 11, 2021, the Borough successfully negotiated a settlement of \$4,600,000 with Aspen Insurance. Ordinance 21-001 accepted and appropriated those insurance proceeds to Fund 400, Project 40204, Rebuild HMS.

The Assembly adopted Ordinance 20-087 on September 15, 2020 to appropriate \$5,900,000 contributed by the school district for HMS. Ordinance 21-001 reappropriated \$5,900,000 from the Areawide Committed Fund Balance (Houston School Reconstruction) to Capital School Project Fund 400, Project 40204, Rebuild HMS.

On March 31, 2021, the Matanuska-Susitna School Board approved Resolution 21-006, resolving to commit \$6,000,000

in Areawide School Fund Balance to rebuild HMS. Notwithstanding Borough Code 3.04.110(C), the legislation appropriated \$6,000,000 from School Fund Balance to Capital School Project Fund 400, Project 40204, Rebuild HMS.

On May 4, 2021, the Assembly approved Ordinance 21-001 which reappropriated a remaining balance of \$1,725,446 in School Bond Interest and \$890,521 in unspent School Site Acquisition Funds to Fund 400, Project 40204, Rebuild HMS.

**RECOMMENDATION OF ADMINISTRATION:** Approve this legislation.

**MATANUSKA-SUSITNA BOROUGH  
FISCAL NOTE**

Agenda Date: December 7, 2021

SUBJECT: AN ORDINANCE OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY ACCEPTING AND APPROPRIATING \$9,000,000 FROM THE STATE OF ALASKA, DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT FOR THE HOUSTON MIDDLE SCHOOL REBUILD PROJECT; AUTHORIZING THE MANAGER TO ENTER INTO THE PROJECT AGREEMENT FOR THE HOUSTON MIDDLE SCHOOL REPLACEMENT; AND A RESOLUTION APPROVING THE SCOPE OF WORK AND BUDGET TO REBUILD HOUSTON MIDDLE SCHOOL.

ORIGINATOR: Alex Senta

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <b>(YES)</b> NO
AMOUNT REQUESTED <b>\$9,000,000</b>	FUNDING SOURCE <b>State of Alaska</b>
FROM ACCOUNT #	PROJECT
TO ACCOUNT: <b>400.000.000 3xx.2xx</b>	PROJECT # <b>40204</b>
VERIFIED BY: <b>Yvonne Wilson</b>	CERTIFIED BY:
DATE: <b>11-22-21</b>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL				<b>9,000.0</b>		
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds				<b>9,000.0</b>		
Other						
TOTAL				<b>9,000.0</b>		

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY:

DEPARTMENT:

APPROVED BY:

*Cherynn Stenell*

PHONE: \_\_\_\_\_

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

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

**11/23/2021**

**PROJECT AGREEMENT**  
for the project  
**Houston Middle School Replacement**

between

**State of Alaska, Department of Education & Early Development**

and

**Matanuska-Susitna Borough**

**THIS CONTRACTUAL AGREEMENT**, effective July 1, 2021, is made between the State of Alaska, Department of Education and Early Development (hereinafter called State) and the **Matanuska-Susitna Borough** (hereinafter called Recipient). The State and the Recipient are entering into this agreement pursuant to AS 14.11.020 and 4 AAC 31.023 et seq. as applicable to grant funding.

Whereas funds have been appropriated by the Legislature to the Department of Education and Early Development for the project described in Appendix "A" (hereinafter also referred to as "the Project") of this agreement, and whereas the Recipient has made a request to the State that the Recipient be allowed to assume all responsibility for the planning, design and construction of the project, and whereas the scope of this agreement consists of all contract clauses as set forth below and incorporates the provisions and requirements of Appendices A through E as listed below:

Appendix A	Project Scope and Budget
Appendix B	Payment Schedule
Appendix C	Laws, Codes, Regulations, Standards and Guidelines
Appendix D	Submittal Requirements
Appendix E	Budget Category Definitions & Account Codes

The parties enter into the following agreement:

**Contract Clauses**

1. **Assumption of Responsibility.** The Recipient agrees to assume all responsibility heretofore held by the Department of Education and Early Development and the Department of Transportation and Public Facilities relating to planning, design, and construction of the project. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person, other than the State of Alaska and the Recipient, any right, remedy or claim under or by reason of this Agreement. The covenants, stipulations and agreements in this Agreement are and shall be for the sole and exclusive benefit of the State and the Recipient, and their successors and assigns.
2. **Project Coordinator:** The Recipient's coordinator for this agreement is **Terry Dolan, Director of Public Works**. The Recipient agrees to notify the State of any change in coordinator.
3. **Governing Provisions:** This agreement shall be governed by the laws of the State of Alaska. The Recipient agrees during the planning, design, and construction to comply with all applicable provisions of federal law and state law and regulation for public works. Failure to comply with the requirements set out in this paragraph is subject to the default procedure and remedies provided in clause 16.

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The following table lists the state laws and regulations most frequently applied to school capital projects and their citation:

Accessibility	4 AAC 31.014(a)(1)
Bidding and Award	4 AAC 31.080 and AS 36.05
Budget Reductions	4 AAC 31.022(e) & 4 AAC 31.062
Construction Management Costs	AS 14.11.020(c)
Facility Disposal	4 AAC 31.085
Project Agreement	4 AAC 31.023(c)
Project Document Approval	4 AAC 31.040 & 4 AAC 31.062
Project Document Reviews	4 AAC 31.030 & 4 AAC 31.062
Purchase of Temporary Facilities	4 AAC 31.050
Reporting Procedures	4 AAC 31.060
School Space	4 AAC 31.020 & 4 AAC 31.061
Site Acquisition and Selection	4 AAC 31.025
Use of Consultants	4 AAC 31.065

4. Grant Funds: The State agrees to transfer the funds appropriated by the Legislature for the Project to a special account in the state treasury. The Recipient, with the approval of the State, may draw on the special account for the costs of planning, design, and construction of the project. The procedures to be followed by the Recipient drawing on the special account are set out in Appendix "B".
5. Project Document Reviews: The Recipient shall submit the elements of the plan as outlined in 4 AAC 31.030 for State review as they are developed. Drawings must be submitted in Portable Document Format (PDF), and must be clearly indexed on the title sheet or in a cover letter to the department. Other project documentation must be provided in electronic format wherever practicable. Final construction document submittals shall be signed and stamped by the Registered Design Professional (4 AAC 31.040). Each applicable document shall be provided at no cost to the State. Cost estimates are required at each design phase and shall be provided in the State's standard building system estimate format (DEED Cost Format). Compliance with ASHRAE Standard 90.1 will be measured using the State's checklist, or an approved equal, and Recipient will provide required supporting documents. When required, the Recipient shall provide a report that provides estimated annual energy consumption and cost information for electricity and heating following construction of the Project.
6. Approvals and Permits: The Recipient shall coordinate all regulatory agency reviews and obtain all necessary written approvals from all agencies having jurisdiction over the Project.
7. Safety Precautions and Programs: The Recipient shall provide for and oversee all safety orders, precautions, and programs necessary to ensure reasonable safety for the planning, design, and construction of the Project. In this connection, the Recipient shall take reasonable precautions for the safety of all project employees and all other persons whom the Project might affect, all work and materials incorporated in the Project, all property and improvements on the construction site and adjacent thereto, and shall comply with all applicable laws, ordinances, rules, regulations and orders.
8. Project Scope Review: The Recipient is responsible to ensure the Project conforms to the scope of work as described in Appendix A and as further defined following department review and

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approval of the elements of the plan. Modifications to the scope of work for Additional Work will be permitted as outlined in the department's *Capital Project Administration Handbook* and will be submitted to the State in a written amendment for review and approval as required. New Work, as defined in the handbook, is not permitted. The Recipient shall forward copies of all final bid or proposal documents to the State prior to advertising as set out in 4 AAC 31.040. If any such documents conflict with the Project scope of work, the Recipient will be notified that further grant funds will not be paid by the State until those conflicting aspects are corrected.

9. Value Engineering: During the design of the Project, the Recipient, and the Recipient's consultants, shall incorporate value based design efforts with the goal of reducing the cost of the Project without sacrificing value. A formal Value Analysis may be required as specified in Appendix B.
10. Final Inspection and Acceptance: The Recipient shall provide timely notification to the State of any beneficial occupancy or substantial completion inspections of the Project. The State may, in its discretion, participate in these inspections, and the costs of State participation shall be an expense of the Project and shall be funded or reimbursed by the Recipient. Should the State decline to participate, the Recipient shall furnish to the State, within 10 workdays of the inspection, project documents certifying beneficial occupancy and/or substantial completion. Final acceptance of the Project by the Recipient shall occur in conformance with the Project documents and shall be noticed to the State. The State shall have fifteen (15) days after receipt of notice of final acceptance to make objections, after which time the Project shall be deemed accepted by the State. Objections will be presented in writing by the State and must be responded to in a satisfactory manner by the Recipient.
11. Project Audit: In accordance with 4 AAC 31.023(c)(3), the Recipient's performance is subject to financial audit at any time. Project records shall be maintained for three (3) years after the project completion and acceptance. Within three hundred and sixty-five (365) days after certification of beneficial occupancy and/or substantial completion, the Recipient agrees to provide an auditable accounting of expenditures of the Project. If the amount of the funding is more than \$300,000, the Recipient may be required to provide an independent project audit. The cost of an audit required by the State is an allowable project expense.
12. Project Accounting: Project accounting shall include all sources of revenues and Project expenditures by budgeted expense category. The expense categories shall conform to the categories indicated in Appendix A and defined in Appendix E. Any proposed change to the project budget and accounting must be approved by an amendment to this agreement. Accounting for the Project shall comply with the *Codification of Governmental Accounting and Financial Reporting Standards* as published by the Governmental Accounting Standards Board (GASB).
13. Facility Disposal: If, as a result of the Project, a State facility is determined no longer needed for educational purposes, the entity operating this facility shall provide the following for a period not to exceed one year: (1) maintenance of the facility in the condition it was when vacated; (2) sufficient security to discourage vandalism and ensure that the facility is not accessible to unauthorized persons; (3) property loss and liability insurance through the School District's risk management program with the State named as an additional insured. In addition, the School District shall, if requested, act as the agent for the state in disposing of the facility in accordance with 4 AAC 31.085(b)-(h).

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14. Project Close-out: Within sixty (60) days of the issuance of final project accounting by the Recipient, the Recipient will return the full amount of the unexpended grant funding to the State of Alaska Department of Education and Early Development. Interest earned on any money paid to the Recipient under this agreement shall be held by it to pay for project cost overruns, change orders or other legitimate project costs as provided for in 4 AAC 31.063. If at completion of the Project, any money earned as interest remains, the Recipient agrees to transfer that amount to a capital reserve account for school capital projects.
15. Maintenance, Operation, Ownership of the Completed Project: Responsibilities for maintenance, operations, and ownership of the facility shall be borne by the Recipient or their legal designee. The Recipient shall acquire from the project's designers and contractor, project documentation required to establish an effective facility management and preventive maintenance program that satisfies the requirements of AS 14.11.011(b)(4). The Recipient shall provide evidence to the State that the completed project has been incorporated in the district's facility management program and the Recipient, if required, has established legal ownership of the facility.
16. Termination of Contract for Cause: If, through any cause, the Recipient shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Recipient shall violate any of the covenants, agreements or stipulations of this contract, the State shall provide written notice of the breach and an accompanying cure. If the Recipient fails to cure the breach within 30 days after receiving notification, Recipient will be considered in default of this Agreement unless the cure period is extended at the discretion of the State. In the event of termination, all finished or unfinished documents, data, studies, drawings, maps, models, photographs, and reports or other materials prepared by the Recipient under this contract shall, at the option of the State, become the State's property and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials. Notwithstanding the above, the Recipient shall not be relieved of any liability to the State for damages sustained by the State by virtue of any breach of the contract by the Recipient, and the State may withhold any payments to the Recipient for the purpose of offset until such time as the exact amount of damages due to the State from the Recipient is determined.
17. Termination for Convenience of the State: The State may terminate this contract at any time by giving written notice to the Recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 16 above shall, at the option of the State, become the State's property. If the contract is terminated by the State as provided herein, the Recipient shall be reimbursed for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this contract which were incurred by the Recipient during the contract period and which are directly attributable to the Recipient's performance of this contract. If this contract is terminated due to the fault of the Recipient or its subcontractors, paragraph 16 shall apply.
18. Contracting: In the event the Recipient contracts any work covered by this project agreement, the Recipient shall require compliance by its contractors with wage rate requirements in AS 36.05.010 through AS 36.05.110, and shall require compliance with all other applicable federal, state, and local laws, regulations and ordinances.
19. Participating Share: The Recipient agrees to provide the participating share of the total costs of the Project required under AS 14.11.008. If the Recipient is eligible to provide its participating

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share through a contribution of labor, material or equipment, it must provide notice to the State within thirty (30) days after signing this agreement. A description of the specific in-kind services must be included. The State may not unreasonably withhold its consent, but may impose record keeping requirements that allow it to monitor the incorporation of the local contribution into the Project. [4 AAC 31.023(d)]

20. Percent for Art: If the Project includes new construction or if the Project includes renovation over \$250,000 and an Educational Specification is required in Appendix D, the Recipient shall expend on art an amount equal to the percentage (as specified in AS 35.27.020) of the cost of construction. Art will be selected by an Artwork Selection Committee consisting of (at a minimum): The school district superintendent (or that entity's designated representative), the Project Coordinator, the Project architect, and a designated individual from the Alaska State Council on the Arts (ASCA).
21. State Held Harmless: The Recipient shall indemnify, defend, and hold harmless the State of Alaska and the Department of Education and Early Development, its officers, agents, and employees from and against any and all suits, claims, damages, losses and expenses arising out of any act or omission of the Recipient under this agreement or the Project specified hereunder.
22. Reporting Requirements: Annual reports shall be filed by July 31 of each year for grant projects using form 0519-059, or most current, available on the department's website, or upon request.
23. In-House Requests: Recipient may request, in writing, that all or portions of the Project be completed utilizing Recipient employees. A request to utilize in-house forces to complete work on the Project must be approved by the Commissioner prior to initiation of the work. [4 AAC 31.080(a)]
24. Alternative Procurement: Recipient may request, in writing, that an alternative method of procurement be utilized for construction of the Project. A request to utilize alternative procurement methods for construction of the Project must be approved by the State in advance of advertising for construction. [4 AAC 31.080(f)]
25. Funding Expiration: State funding for this project expires five years from the effective date of the project agreement unless an extension, requested by the Recipient, is granted by the State.

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Matanuska-Susitna Borough (Name and Title) Date

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State of Alaska, Department of Education and Early Development Date

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## APPENDIX A

### 1. Project Scope of Work: *(Use additional pages if necessary)*

**Eligible Gross Square Footage: 22,912gsf; 4 AAC 31.020(e)**

This project is to demolish the 93,152sf Houston Middle School and to construct an approximate 96,500sf replacement school to serve grades 9-12 in the Houston attendance area. The total construction cost target is \$33,500,000. The school facility will provide adequate instructional, administrative, education support, and mechanical/utility spaces and features. Facility space, site and utility elements are as follows:

- Funding under this grant will not be used to support educational space greater than that allowable space calculated under 4 AAC 31.020(e). Except where expressly noted in the following bullets, site work to include site improvements and site utilities in support of additional square footage does not fall under this restriction.
- Covered exterior areas not to exceed 3,437sf. Allowance for combined water, sewer, and fire water support space support space up to 1,146gsf is provided beyond the eligible 22,912gsf.
- Site utilities include: incidental extensions to connect to existing storm drain and potable water, and natural gas. New septic system including piping tanks and leach field. A new fire water storage tank, piping and appurtenances. Underground electric to new transformer and new building service; new pole-mounted site lighting; new backup generators. Funding restrictions apply to 50% of septic costs and one 500kw standby generator.
- On-site improvements may include: vehicle access drives, parking, pedestrian walkways, hockey rink, safety fencing/gates, and traffic control devices. The scope and extent of site improvements will be further established in the design review and approval process.
- No work will occur under this project in support of facilities classified as Temporary including: sheds, containers, portable classrooms, etc.
- These items are additional allowable expenses regardless of space eligibility:
  - New parking lot light poles (\$316,140)
  - Clean and seal parking lot (\$50,720)
  - Electrical equipment covered pavilion, 180sf (~\$14,000)
  - Roof entry canopies, 800sf (~\$60,000)
- These items are not eligible for this grant agreement funding:
  - A fill pad associated with placement of two sheds and three future portable classrooms
  - 50% of the new 'oversized' septic system
  - One of two 500Kw standby generators

### 2. The Recipient further agrees to comply with the following additional conditions:

The District acknowledges the Municipality or Borough may assume any or all of the responsibilities of this grant. (AS 14.14.060)

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## 3. Project Funds - Houston Middle School Replacement

Chapter 1/SSSLA 21, page 71, lines 20-21

Grant Amount	\$9,000,000
Recipient's Participating Share	\$1,725,446
Other Funds - Insurance	\$19,600,000
Other Funds - FEMA	\$18,371,035
Other Funds - MSBSD Capital Reserves	\$11,900,000
Other Funds - MSB Capital Reserves	\$890,521
 Project Total	 \$61,487,002

## 4. Project Budget

Cost Category	Other Funds	Grant Funds	% of Construction	Total Project Budget
1. Construction Management (by consultant)	\$396,510	\$0	0.94%	\$396,510
2. Land	\$0	\$0	N/A	\$0
3. Site Investigation	\$0	\$0	N/A	\$0
4. Design Services	\$2,194,116	\$740,000	6.96%	\$2,934,116
5. Construction	\$33,894,027	\$8,260,000	100.00%	\$42,154,027
6. Equipment	\$0		0.00%	\$0
7. District Administrative Overhead	\$0	\$0	0.00%	\$0
8. Percent for Art	\$0	\$0	0.00%	\$0
9. Project Contingency	\$0	\$0	0.00%	\$0
<b>Totals</b>	<b>\$36,484,653</b>	<b>\$9,000,000</b>	<b>107.90%</b>	<b>\$45,484,653</b>

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## APPENDIX B

### PAYMENT SCHEDULE

Upon submission of the following documents, the Recipient shall submit a separate request to the State for payment. Upon receipt of the payment request and verification and/or approval of submittals, the State shall issue a warrant to the grant recipient.

1. Payment #1; [20%]                      Project Agreement complete. (Required before any payments will be issued).
  
3. Payment #2; [60%]                      DEED receipt/approval of planning, design, and construction documents to include educational specifications, value analysis, conformed ASHRAE 90.1 compliance checklist, energy consumption and cost report, final design, construction and bid documents, and final cost estimate. (Appendix D; Items 5, 9, 10, 12, 13, and 14)
  
7. Payment #3; [10%]                      DEED receipt/approval of proof of advertising, bid tabulations, construction contract, construction schedule, payment/performance bonds and building permit or fire marshal review. (Appendix D; Items 15, 16, 17, 18, and 19)
  
9. Payment #4, [5%]                        DEED receipt of occupancy permit or A/E certification of substantial completion. (Appendix D; Item 20)
  
10. Payment #5; [5%]                      DEED receipt of Recipient's certification that funds were expended in a manner consistent with the project agreement and submission of closeout documents including a project closeout worksheet, a final change order log, ASHRAE compliance construction checklist, contractor's release of liens, contract termination, and Department of Labor and Department of Revenue clearances. DEED receipt/approval of preventive maintenance & facility management documents including PM components list by building system, PM schedule, custodial care plan, certification of training on building systems, renewal & replacement schedule for DEED standard building systems. (Appendix D; Items 9, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30)

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## APPENDIX C

### LAWS, CODES, REGULATIONS, STANDARDS, AND GUIDELINES

It is the responsibility of the Recipient to comply with all applicable laws and regulations. While some of the following laws and regulations may be applicable, Recipient should not rely on the following for an exhaustive or current list of applicable laws and regulations.

#### LAWS

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq. (amended 2008);

AS 36.05.010 - .110 Wages and Hours of Labor and regulations covering procurement requirements and wage rates.

#### CODES AND REGULATIONS

Americans with Disabilities Act of 1990, 28 C.F.R. §§ 35.151, 36.401-.402 (2010);

Building code adopted by the Department of Public Safety under 13 AAC 50.020;

Title 14 C.F.R., Part 77, Federal Aviation Administration Airspace Restrictions as adopted and modified by the Federal Aviation Administration;

Electrical code adopted by the Department of Labor & Workforce Development under 8 AAC 70.025;

Plumbing code adopted by AS 18.60.705;

Mechanical code adopted by the Department of Public Safety under 13 AAC 50.023;

National Boiler Inspection Code, as published by the American Society of Mechanical Engineers (A.S.M.E.) and as adopted by AS 18.60.180;

Fire code adopted by the Department of Public Safety under 13 AAC 50.025.

#### *NOTE:*

*If a subject is not covered in the building code, mechanical code, or the fire code adopted above, a recognized national standard such as N.F.P.A. Vols. 1-6, 1996 Edition will be utilized.*

Codes adopted by the Department of Environmental Conservation for Water, Wastewater, Sewer, and Oil and other Hazardous Substances Pollution, under AS 46.03.710-.850, 18 AAC 80, and 18 AAC 72, 18 AAC 75, and 18 AAC 80;

Fuel handling requirements as specified in 40 C.F.R 112.3(a) and, if applicable, as described in 40 C.F.R 112.20(f)(6), shall comply with 40 C.F.R. 117.7.1.

#### STANDARDS

Energy Conservation Requirements A.S.H.R.A.E. 90.1-2016;

State of Alaska, Department of Education and Early Development, Uniform Chart of Accounts and Account Code Descriptions for Public School Districts;

ASTM F1487-98 Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use.

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## GUIDELINES

The Council of Educational Facility Planning International, Creating Connections: The CEFPI Guide for Educational Facility Planning

State of Alaska, Department of Education and Early Development, A Handbook to Writing Educational Specifications

State of Alaska, Department of Education and Early Development, Capital Project Administration Handbook

State of Alaska, Department of Education and Early Development, Guidelines for School Equipment Purchases

State of Alaska, Department of Education and Early Development, Project Delivery Method Handbook

State of Alaska, Department of Education and Early Development, Swimming Pool Guidelines

State of Alaska, Department of Education and Early Development, Site Selection Criteria and Evaluation Guideline

State of Alaska, Council on the Arts, Guidelines for Art Requirements for Public Buildings

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## APPENDIX D

### SUBMITTAL REQUIREMENTS & REQUIRED APPROVALS (as applicable)

Item	Agency	Review Only	Review & Approval
1. Annual Report (due July 31)	Department of Education & Early Development	X	
<del>2. Site Selection Report</del>	<del>Department of Education &amp; Early Development</del>		<del>X</del>
<del>3. Soils Investigation Report</del>	<del>Department of Education &amp; Early Development</del>		<del>X</del>
<del>4. Condition Surveys</del>	<del>Department of Education &amp; Early Development</del>		<del>X</del>
5. Educational Specifications	Department of Education & Early Development		X
<del>6. Archeological Clearance</del>	<del>Department of Natural Resources</del>		<del>X</del>
<del>7. A/E Services Agreement</del>	<del>Department of Education &amp; Early Development</del>	<del>X</del>	
<del>8. Schematic Design Documents</del>	<del>Department of Education &amp; Early Development</del>		<del>X</del>
9. ASHRAE Compliance Checklist	Department of Education & Early Development		X
10. Value Analysis	Department of Education & Early Development		X
<del>11. Design Development Documents</del>	<del>Department of Education &amp; Early Development</del>		<del>X</del>
12. Energy Consumption and Cost Report	Department of Education & Early Development		X
13. Construction Documents	Department of Education & Early Development Department of Public Safety (unless local review authority granted) Department of Environmental Conservation		X X X
14. Bid Documents	Department of Education & Early Development		X
15. Building Permit	Department of Education & Early Development	X	
16. Bid Tabulation	Department of Education & Early Development	X	
17. Construction Contract	Department of Education & Early Development Department of Labor (AS 36.05.035 Notification)	X X	
18. Construction Schedule	Department of Education & Early Development	X	
19. Contractor's Payment/ Performance Bonds	Department of Education & Early Development	X	
20. Substantial Completion Certificate/ Occupancy Permit	Department of Education & Early Development	X	
21. Change Order Log	Department of Education & Early Development	X	
22. Release of Liens	Department of Education & Early Development	X	
23. Release from Contract	Department of Education & Early Development	X	
24. Commissioning Report	Department of Education & Early Development		
25. Preventive Maintenance and Facility Management Documents	Department of Education & Early Development		X
26. Recorded Building Title	Department of Education & Early Development	X	
27. Final Project Accounting	Department of Education & Early Development	X	
Evidence of the construction contractor's provision of the following items to the appropriate entity.			
28. Corporate Income Tax Clearance	Department of Revenue		X
29. Unemployment Security Tax Clearance	Department of Labor & Workforce Development		X
30. Notice of Completion of Public Works	Department of Labor & Workforce Development		X

# PROJECT AGREEMENT

## APPENDIX E

### BUDGET CATEGORY DEFINITIONS & ACCOUNT CODES

Construction Management: By Consultant (CM) includes management of the project's scope, schedule, quality, and budget during any phase of the planning, design and construction of the facility and full time onsite representation. Consultant CM should include all costs incurred by private consultant to perform the CM work. Refer to AS 14.11.020(c) for the limitations on consultant CM. (DEED Chart of Accounts FC 884, OC 413)

Land includes actual purchase price plus title insurance, fees and closing costs. Land cost is limited to the current fair market value, by appraisal, not to exceed the amount budgeted for land in the project agreement. Land costs are excluded from project percent calculations. (DEED Chart of Accounts FC 882, OC 520)

Site Investigation includes land survey, geotechnical investigation, environmental and cultural survey, and site selection study costs, but not site preparation costs. Site investigation costs are excluded from project percent calculations. (DEED Chart of Accounts FC 882, OC various)

Design Services includes all full standard architectural and engineering services as described in AIA Documents B102-2007, and B201-2007. Additional A/E services such as educational specifications, condition surveys, and post occupancy evaluations should also be categorized as Design Services, however, onsite owner representation and inspections beyond the scope of work described in AIA Documents B102-2007, and B201-2007 should be categorized as CM. (DEED Chart of Accounts FC 883, OC 416)

Construction includes the cost of all material, labor, equipment, and associated expenses required to perform the project's facility construction and site development. Construction costs can be incurred via a competitively awarded contract or, with prior department approval, via the use of in-house labor and procurement of materials per local ordinances. (DEED Chart of Accounts FC 885, OC 500)

Equipment includes all moveable furnishings and instructional devices or aids such as classroom furniture, musical instruments, science lab and physical education equipment and stage/sound equipment. It does not include installed equipment, or consumable supplies, with the exception of the initial purchase of library books. For more information see the DEED publication *Guidelines for School Equipment Purchases*. This item also includes Technology such as computers, 2D/3D printers/scanners, monitors, video projectors, interactive whiteboards, video cameras, digital cameras, large format displays, video recorders/players, image processors, robotics, calculators, electronic test equipment, voice over IP, digital telephone, etc. Consultant services necessary to make technology items operational may also be included. (DEED Chart of Accounts FC 886, OC 510)

District Administrative Overhead includes an allocable share of district overhead costs, such as payroll, accounts payable, procurement services, and preparation of the six-year capital improvement plan and specific project applications. The maximum for non-project specific indirect administrative costs is 3%, as defined in regulation [4 AAC 31.023(c)(7)]. It also includes In-House Construction Management (CM) which is similar to CM by Consultant, with the exception that in-house CM includes actual district/ borough staff time allocated to the project, staff travel expenses, and other direct costs of the in-house activity. (DEED Chart of Accounts FC 881, OC 528)

Art includes the selection, design/fabrication and installation of works of art. (DEED Chart of Accounts FC 888, OC various)

Project Contingency is a safety factor to allow for unforeseen changes. The use of contingency funds to address budget overruns should be coordinated with the department. No costs shall be accounted for as Contingency expenditures. (DEED Chart of Accounts FC 889, OC [budget account only])