



MASTER GENERAL CONSTRUCTION AGREEMENT

Alaska Communications Contract ID No. _____

This Master General Construction Agreement ("**Agreement**") is effective as of _____, 2024 ("**Effective Date**") by and between Alaska Communications, which references to "Alaska Communications" include, as applicable the entities identified on Schedule 1, attached, having a principal place of business at 600 Telephone Ave., Anchorage, AK 99503, and _____ ("**Contractor**"), an _____, having a principal place of business at _____. Contractor and Alaska Communications may be individually referred to as a "**Party**" and jointly referred to as "**the Parties**."

WHEREAS, Contractor is a _____; and

WHEREAS, Alaska Communications desires to utilize the services of Contractor from time to time in connection with its business activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, Contractor and Alaska Communications mutually agree as follows:

This Agreement includes the following:

- Exhibit A: Applicable Statement of Work or Request for Proposal
- Exhibit B: Alaska Communications Construction Details
- Exhibit C: Alaska Communications Warehouse Procedures
- Exhibit D: As-Built Standards
- Exhibit E: Alaska Communications Service Area Map
- Exhibit F: Contractor Performance Evaluation (form)
- Exhibit G: Contractors Final Payment Certificate (form)
- Exhibit H: Supervisors Report of Accident (form)
- Exhibit I: Contractor's Return-To-Stock (form)
- Schedule 1: Alaska Communications Entities

1. SERVICES TO BE PROVIDED

- 1.1 Contractor shall furnish all labor, equipment, materials, supplies, and tools to perform general construction services for Alaska Communications ("Services"). This MGCA shall govern all Statements of Work, (including Request for Proposals ("RFPs") awarded to Contractor), agreed to between the Parties on a project-by-project basis. Services shall be performed in accordance with this Agreement, attached Appendices, and Statements of Work. SOWs and RFPs awarded and agreed to by the Parties are a part of and incorporated into this Agreement.
- 1.2 Alaska Communications reserves the right to do similar work as proposed in this Agreement, applicable RFPs and SOWs with the use of Alaska Communications forces and other vendors should the Contractor be unable to complete assignments in the sole judgment of the Alaska Communications Administrator. It is expressly understood and agreed that this Agreement does not give Contractor the exclusive right to do all of Alaska Communications' work and that Alaska Communications may contract with others or do such work by its own employees. The work will



be performed under Contractor supervision at the direction and inspection of the Alaska Communications Administrator, or designee.

2. TERM OF AGREEMENT

2.1 This Agreement shall become effective on the date last executed (Effective Date) and shall continue as provided in the SOW or RFP or until terminated by either Party as provided below.

3. CONTRACT ADMINISTRATOR AND COMPLIANCE

3.1 The Alaska Communications Administrator shall be _____, or designee, 600 Telephone Avenue, Anchorage, Alaska, 99503, (907) _____.

3.2 The Contractor's Administrator shall be _____.

3.3 Agreement compliance shall be monitored by Alaska Communications Administrator to ensure that all Services are provided in a timely and professional manner as required by the Agreement specifications. Alaska Communications Administrator shall notify the Contractor of all discrepancies and request the Contractor to respond in the specified time to correct the discrepancies.

3.4 Contractor shall furnish to Alaska Communications Administrator three (3) valid telephone numbers, cellular telephone numbers, pager numbers or recording device numbers of authorized company representatives to maintain continuous contact between Contractor and Alaska Communications Administrator during the term of this Agreement. This information shall be kept current with Alaska Communications Administrator. This information shall be available 24 hours per day, 7 days per week.

4. REFERENCE TO MUNICIPALITY OF ANCHORAGE AND STATE OF ALASKA CONTRACT DOCUMENTS

4.1 The Agreement is subject to and hereby incorporates by reference applicable portions of the Municipality of Anchorage Standard Specifications (M.A.S.S.) dated 2015, effective 3/1/2015 and the current State of Alaska Standard Specifications for Highway Construction.

4.2 M.A.S.S. Division 10. Additions and Changes
Section 10.01 Definitions:

All reference to the Engineer shall be changed to read Alaska Communications Administrator (Manager Outside Plant) or designee; all reference to the (Municipality of Anchorage) and (Owner) shall be changed to read Alaska Communications; all reference to the (Assembly) shall be changed to read Alaska Communications Systems. All else shall remain the same.

5. FEES, PAYMENT TERMS AND EXPENSES

5.1 In exchange for the Services performed by Contractor, as set forth in any RFP or SOW, Alaska Communications agrees to compensate Contractor at the rates identified in the applicable SOW or RFP. Such rates are exclusive of any federal, state, or local sales or use taxes or any other

taxes or fees assessed, or in connection with any of the Services rendered herein.

- 5.2 The Contractor is instructed to include all costs for labor, transport, equipment, fuel, maintenance, locates, administrative, profit and overhead provided under the Agreement. Purchases of goods and services are limited to goods and services expressly described and priced in the Agreement. Invoice charges for any other goods and services not authorized under the Agreement will be rejected.
- 5.3 All invoices shall be sent to invoicing@acsalaska.com - no hard copy is necessary. The invoices shall include the WBS number, description of the type of installation, address, material description, unit rates, start and stop numbers, work dispatch, work order and phase, and document costs to the satisfaction of the Alaska Communications PM. The Contractor shall ensure that all invoices are screened for accuracy prior to submitting to Alaska Communications. Contractor invoices received by Alaska Communications with billing errors will be returned to the Contractor for corrections prior to being processed.
- 5.4 Returned invoices with recurring Contractor errors may be subject to an administrative charge of three hundred dollars (\$300) per occurrence for reconciling inaccurate invoices. The Contractor shall be notified of any administrative charge by email, and those charges shall be deducted from the Contractor's current invoice. Alaska Communications will process approved invoices for payment on a monthly net forty-five (45) day schedule. Billings (over 30 days) submitted by the Contractor may be subject to a 5% (compounded monthly) reduction penalty for late submittal.
- 5.5 Each WBS shall be invoiced with all required deliverables within 10 working days of Notice of Acceptance, or any/all applicable LDs (\$300 per WBS per day) shall apply. Each WBS with field work lasting over 45 days shall be invoiced to date no later than the 23rd day of each month or any/all applicable LDs shall apply. LD for late and/or incorrect invoicing shall be \$300 per WBS/per day until correct invoicing is received.
- 5.6 Contractor is advised that all outstanding year end invoices past 30 days shall be considered overdue by Alaska Communications. Outstanding year end invoices shall be submitted no later than December 15th each year to close out the budget year. All outstanding invoices past 30 days since project completion and not submitted by the year end cutoff date will be considered waived by Contractor and will not be paid by Alaska Communications.
- 5.7 Upon successful completion of a project Alaska Communications shall pay Contractor the amount of Contractor's invoice, less any credits due to change orders or damages suffered by Alaska Communications as a result of Contractor's performance.
- 5.8 Payment of Contractor's invoice shall not be made, nor the Alaska Communications project deemed complete, until Contractor provides the Alaska Communications Administrator or his designee with the following:
 - A. Contractor's invoice for the Alaska Communications project containing the following information:
 - Alaska Communications Work Order Number(s)
 - Project title
 - Itemized unit costs (if applicable)
 - Brief description as to what the invoice covers

- Purchase Order Number
 - Name of the Alaska Communications Administrator
 - The approved inspection completion report by Alaska Communications Administrator or Administrator's designee.
 - Copies of the Notice to Proceed and Notice of Job Acceptance
- B. Submittal of Contractor's Return-To-Stock Form (see Exhibit I.) providing documentation that all unused material has been returned to the Alaska Communications warehouse.
- C. Submittal of Contractor's final payment certificate (see Exhibit G.) and documentation of certified payroll and verification of all paid subcontracted work.
- D. Submission of as-builts and photos of each installation to the Alaska Communications Administrator, as-builts must meet standards for as-builts (See Exhibit D) in order to be accepted by the Alaska Communications Administrator.
- 5.9 Payment may be withheld because of defective work not remedied; Contractor's failure to pay taxes, subcontractors, or laborers, or disputes as to the work actually performed.

6. CHANGE ORDERS OR OUT OF SCOPE SERVICES

- 6.1 To the extent that Alaska Communications requires or requests additional services or services that exceed the Services set forth in the RFP or SOW, the parties will in good faith negotiate additional fees for such additional services or out of scope work. Fees for such additional services or out of scope work will be set forth in a Change Order, which will also provide a description of the changed or additional services being requested. Once a Change Order is signed by both parties, it will be incorporated into the Agreement and have the same legal effect as any RFP or SOW that is incorporated into the Agreement.
- 6.2 Contractor shall make every effort to immediately inform the Alaska Communications Administrator of any act or occurrence that may impact the work for any project. Contractor shall submit in writing to the Alaska Communications Administrator all information related to any occurrence. This information shall include but is not limited to:
- Nature of the event
 - Potential impact on time
 - Actions needed for resolution

If requested by the Alaska Communications Administrator, Contractor shall provide a detailed estimate of the documented incurred cost on time and the associated incurred cost on the applicable bid items. All else shall remain the same.

7. TIME FOR PERFORMANCE

- 7.1 Contractor shall complete the project in accordance with the schedule set forth in the SOW or RFP, and other Agreement documents. The Parties agree that time is of the essence and that milestones in schedules of the RFP or SOW are material terms of this Agreement. ~~(b)(7)~~

8. TIME FOR COMPLETION

- 8.1 Contractor shall be given routine notifications for scheduled work but shall be required to respond immediately for any emergency situation.
- 8.2 The Contractor shall adhere to the project schedules as defined in the SOW or RFP or as agreed to with the Alaska Communications Administrator. All project work remaining after the scheduled completion date without an Alaska Communications approved extension shall be subject to Liquidated Damages of five hundred dollars (\$500.00) per day to be deducted from the Contractor's invoice. The Contractor shall be considered delinquent ten (10) calendar days after notice of any overdue work remaining and may be terminated for cause under the Agreement. The Contractor shall submit weekly project status reports to the Alaska Communications Administrator as to the work completed and the percentage left to be completed. Project reports shall be in a form and format acceptable to the Alaska Communications Administrator.

9. LABOR STANDARDS

- 9.1 If Contractor is signatory to a collective bargaining agreement or letter of assent, Contractor shall provide only qualified labor represented by IBEW Local Union 1547 while performing work under this Agreement. Contractor supplied labor shall adhere to the current NECA/IBEW Outside Agreement. Alaska Communications may waive this provision in certain circumstances for a non-signatory Contractor.

10. PERFORMANCE OF WORK

- 10.1 Contractor shall perform the project work diligently in a workmanlike manner using only qualified, careful, and efficient workers and in conformity with the Agreement. Contractor shall provide, at Contractor's expense, all supervision, labor, materials, not specifically agreed to be furnished by Alaska Communications, Contractor shall also provide construction equipment, tools, consumables, temporary services and facilities, transportation, storage, and all other facilities and services necessary or appropriate for the satisfactory performance of the RFP or SOW.
- 10.2 Whenever a project is in progress, Contractor shall have a duly authorized representative at the jobsite who shall control performance.

11. TERMINATION

- 11.1 Termination without Cause. Alaska Communications may terminate this Agreement, or any individual RFP or SOW hereunder, for its convenience at any time, in whole or in part, upon 15 calendar days' written notice to Contractor specifying the date of termination. In the event that a project under an RFP or SOW provides for a different termination notice period, the RFP or SOW termination clause will control.
- 11.2 Termination for Cause. If Contractor commits a breach of this Agreement or defaults in the performance of any of its material obligations under this Agreement, RFP, or SOW ("Default"), Contractor shall correct such Default within five calendar days following written notice from Alaska Communications (or if immediate correction is not possible, shall commence and diligently continue effective action to correct such Default), Alaska Communications may, at its option and without prejudice to any other rights or remedies, hold in abeyance further payments to Contractor

and/or terminate this Agreement by written notice to Contractor specifying the date of termination. In the event of such termination, Alaska Communications may take possession of the work and any or all materials and equipment and perform the Services by whatever method Alaska Communications deems expedient.

- 11.3 In the event Contractor shall become bankrupt or shall make any application under the law relating to bankruptcy, insolvency, or reorganization, or shall make any arrangements for conveyance or assignment for the benefit of creditors, Alaska Communications may by written notice immediately terminate this Agreement. Termination under this section shall be without compensation to Contractor, except that this provision shall not prejudice or affect any right of action or remedy which shall have accrued or thereafter accrue to Alaska Communications.
- 11.4 In the event of any termination under this section, Alaska Communications shall be entitled to receive all Services in progress or completed as of the date of termination. Contractor shall, no later than the termination date, advise Alaska Communications of all outstanding subcontracts, rental agreements, purchase orders, and any other agreements with third parties pertaining to performance of the Services and furnish Alaska Communications with complete copies thereof. Upon request by Alaska Communications, Contractor shall assign to Alaska Communications in form and content satisfactory to Alaska Communications Administrator title to materials and equipment for the Services and the subcontracts, rental agreements, purchase orders, and other agreements as may be designated by Alaska Communications.
- 11.5 Failure by Alaska Communications to give notice of Default, or to insist on compliance with any of the terms or conditions of the Agreement or the granting of any extension of time for performance, shall not constitute the permanent waiver of any term or condition of the Agreement and each provision of the Agreement shall remain in full force and effect.

12. DUTIES UPON TERMINATION

- 12.1 If Alaska Communications terminates the Agreement for convenience, Alaska Communications shall pay the Contractor the value of the Services satisfactorily rendered prior to termination plus Contractor's actual costs, reasonably incurred, in winding up its performance.
- 12.2 If Alaska Communications terminates the Agreement for cause, Alaska Communications shall pay the Contractor the value of the Services satisfactorily rendered prior to termination less any damages suffered by Alaska Communications because of the Contractor's failure to perform satisfactorily. If the Agreement is terminated for cause, no payment for winding up shall be required or made.
- 12.3 Contractor shall not be entitled to compensation under this section until the Contractor has delivered to the Administrator all documents, records, work products, materials, and equipment owned by Alaska Communications, related to the Agreement, and requested by the Alaska Communications Administrator.
- 12.4 The Contractor shall not claim any compensation under the Agreement other than that allowed under this section.

- 12.5 Except as provided in this Section, termination of the Agreement under this Section does not affect any other right or obligation of a Party under the Agreement.

13. SUBCONTRACTS

- 13.1 All subcontractors for any portion of the Services under this Agreement must be approved in writing by Alaska Communications prior to the execution of the subcontract and commencement of Services by the subcontractor. Complete copies of any subcontract executed by Contractor or its subcontractors for any Services under this Agreement shall be provided to Alaska Communications upon request.
- 13.2 Contractor guarantees that the performance of any portion of a project by its subcontractors shall comply with all the terms of this Agreement. Where a portion of the work is subcontracted, Contractor remains fully responsible for proper and safe performance of the Services by the subcontractors. Contractor shall be responsible to Alaska Communications for any and all acts and omissions of the subcontractor and its employees and agents and shall indemnify Alaska Communications as provided under Section 34 Indemnity. Contractor is responsible for all payments due to its subcontractors and suppliers. Nothing in this Agreement shall create any contractual obligation or other liability for Alaska Communications with respect to the Contractor's subcontractors or suppliers.

14. SAFETY

- 14.1 Contractor covenants that all Services shall be conducted in accordance with all applicable safety regulations, precautions, and procedures. Contractor shall provide employees with all protective equipment and devices required by governmental authorities or reasonably recommended by industry safety associations. Further, Contractor agrees and acknowledges that it is subject to and shall comply with all safety requirements and procedures set out by any Alaska Communications customer where Contractor is providing Services at such customer's facility.
- 14.2 Contractor covenants and represents that all Services performed by it, its subcontractors, and its and their employees and agents, shall comply with any specific safety requirements set forth in all RFPs or SOWs.
- 14.3 Any breach of the safety requirements set forth in this section shall be cause for immediate removal of Contractor and Contractor's subcontractor's employees and agents from the work location and, at Alaska Communications sole discretion, termination.

15. COMPLIANCE WITH LAWS

Contractor agrees to comply with all laws, rules, and regulations, whether federal, state, municipal, or foreign which are now or may in the future become applicable to the Agreement.

- 15.1 Contractor shall be responsible for obtaining all required federal, state, military and/or municipal permits for this project (i.e., construction permit, road and traffic control permits, waste disposal site, cell tower, dewatering disposal permit, etc.). Copies of all permits for this project shall be submitted to the Alaska Communications Administrator prior to construction.

- 15.2 It shall be Contractor's responsibility to ensure that all of Contractor's employees, equipment, and operations comply with any and all conditions or requirements set forth in the permits.
- 15.3 At no time shall Contractor work on or divert traffic through private property unless permission to enter has been signed by the appropriate property owner's representative. A signed copy of the above authorization must be presented to Alaska Communications' Administrator prior to Contractor's use.
- 15.4 Contractor agrees to indemnify Alaska Communications from and against any fines, penalties, damages, demands, losses, claims, suits, judgments, expenses (including reasonable attorney's fees and any other expenses) or causes of action arising out of the failure of Contractor, its subcontractors, or its or their employees or agents to comply with all applicable laws, rules, and regulations, whether federal, state, municipal or foreign.

16. TAXES

- 16.1 Contractor further agrees to pay all taxes, licenses and fees levied or assessed on Contractor or Alaska Communications by any governmental agency; including, without limitation, unemployment compensation insurance, social security, or other taxes upon wages of Contractor in connection with, or incident to, the performance of Services by Contractor, its agents, employees, and representatives. Contractor agrees to reimburse Alaska Communications on demand for all such taxes or governmental charges that Alaska Communications may be required, or may deem necessary, to pay on account of employees of Contractor or its subcontractors.

17. INDEPENDENT CONTRACTOR

- 17.1 The Parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties. All Contractor employees who are assigned to perform Services at any Alaska Communications or Alaska Communications Customer owned or leased facility shall be considered to be an employee of Contractor only and will not be considered an agent or employee of Alaska Communications for any purpose. Contractor will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state, and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Contractor employee be eligible for or entitled to any benefits of Alaska Communications.

18. CONTRACTOR'S AUTHORIZED REPRESENTATIVES AND EMPLOYEES

- 18.1 Alaska Communications reserves the right to have Contractor remove any Contractor employee(s) if, in the opinion of the Alaska Communications Administrator, the employee is not technically qualified, or who for any other reason would make the employment of the individual hazardous to the individual, other workers, or to Alaska Communications property. Further, at the request of the Alaska Communications Administrator, Contractor shall immediately remove from the project any employee for cause, which shall include, but not be limited to, carelessness or negligence in the performance of duties, insubordination, incompetence, dishonesty, bad temper, use of alcoholic beverages, use of narcotics, use of illegal drugs, or an employee whose actions



have generated complaints from the public. Removal for cause shall be without cost to Alaska Communications.

19. INSURANCE

19.1 Contractor shall at all times during the term of this Agreement and applicable RFP or SOW, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of A- VII or allowable self-insurance. Notwithstanding anything to the contrary in this Agreement, Contractor shall not commence any Services hereunder until Contractor has fulfilled all insurance requirements herein.

19.2 Workers' compensation insurance with statutory limits as required in the state(s) of operation. Employer's Liability or "Stop Gap" insurance with limits of not less than \$100,000 each accident.

19.3 Commercial general liability insurance covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products/completed operations, and contractual liability with respect to the liability assumed by Alaska Communications hereunder. The limits of insurance shall not be less than the limits as listed below:

Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$1,000,000

19.4 Comprehensive automobile liability insurance covering the ownership, operation, and maintenance of all owned, non-owned and hired motor vehicles used in connection with the performance of this Agreement, with limits of at least \$1,000,000 per occurrence for bodily injury and property damage.

19.5 The insurance limits required above may be obtained through any combination of primary, self-insurance, and excess or umbrella liability insurance. Contractor shall forward to Alaska Communications certificate(s) of such insurance upon execution of this Agreement and upon any renewal of such insurance during the term of this Agreement. Contractor will endeavor to provide thirty (30) days prior written notice of cancellation, material change or exclusions to the policy to Alaska Communications.

19.6 Prior to commencing any Services pursuant to this Agreement, Contractor agrees to provide Alaska Communications with a certificate of insurance naming Alaska Communications as an additional insured, which contains a subrogation waiver in favor of Alaska Communications, and to maintain a current certificate of insurance on file with Alaska Communications for the duration of the Agreement.

20. BONDS

20.1 Contractor shall furnish a performance bond and a payment bond in the amount of the project total applicable to any RFP or SOW and shall maintain the Bond in force during the period of the RFP or SOW project, including any renewals and/or extensions. The bond shall ensure the



faithful performance of the project in all respects including, but not limited, to payments for all Contractor supplied material and labor under the Agreement. Power-of-attorney for the person signing the Bond for the Surety must be submitted with the bond.

21. RIGHTS IN DATA

- 21.1 All of the materials prepared for or submitted to Alaska Communications by Contractor shall belong exclusively to Alaska Communications. Contractor hereby assigns to Alaska Communications the ownership of copyright in the materials and Alaska Communications shall have the right to obtain and hold, in its own name, copyrights, registrations and similar protection which may be available in the materials. Contractor shall give Alaska Communications all assistance reasonably required to perfect such rights.
- 21.2 To the extent that any pre-existing materials are contained in the materials, Contractor grants to Alaska Communications an irrevocable, non-exclusive, worldwide, royalty-free license to (i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon the Items and (ii) authorize others to do any, some, or all of the foregoing.
- 21.3 No license or right is granted to Contractor to publish, reproduce, prepare derivative works, distribute copies, or publicly display any of the materials, except pre-existing materials of Contractor, either during the Term or after termination of this Agreement.

22. TRAFFIC CONTROL PLAN

- 22.1 Contractor agrees to follow all federal, state, and municipal regulations for traffic control, including obtaining any permits or approvals as needed for partial or full street closures.
- 22.2 Contractor shall take all necessary measures to protect and control traffic during any project including, but not limited to, furnishing, erecting, maintaining, replacing, cleaning, moving, and removing the traffic control devices required to ensure efficient movement of the traffic and the safety of the traveling public, and all administrative responsibilities necessary to implement this work.
- 22.3 Contractor shall maintain all roadways and pedestrian and bicycle facilities within the project limits and construct and maintain such approaches, crossings, intersections, and other features as may be necessary throughout the project under the Agreement. Contractor shall be responsible for all traffic control during all phases of Contractor's work. All traffic control will be in accordance with federal, state, and municipal regulations. Contractor shall ensure that project sites are barricaded and maintained throughout Contractor's work until such time as Alaska Communications takes acceptance of the project. All traffic control devices and all associated work and costs shall be considered incidental to this Agreement, unless otherwise specified in the project RFP or SOW.

- 22.4 Unless otherwise provided, Contractor shall keep all roadways undergoing improvement open to traffic. Temporary closures of residential, commercial, or street approaches require prior approval from the applicable governing agency as defined in the permits section. All locations requiring redirection or stopping of the traveling public shall be properly signed and/or flagged by Contractor.
- 22.5 Contractor shall give notices of changes, delays, or road closures to the following local officials and transportation organizations, including, but not limited to:
- Alaska Carriers Association
 - Alaska State Troopers
 - Public Transportation
 - Municipal Fire/Police Departments
 - Local Emergency and Medical Services
- 22.6 All traffic control devices utilized for manhole setups and lane closures set up in the Central district shall be coordinated through the Alaska Communications construction clerk and supplied by Alaska Communications. The Contractor is solely responsible to ensure such coordination of traffic control devices and set ups are in place prior to starting work at the job sites.

23. UTILITIES

- 23.1 Alaska Communications has endeavored to reflect the approximate location of all sewer, water, electric, telephone, gas lines, key boxes, valves, and poles (Utilities) on its drawings, it shall be Contractor's responsibility to establish the location of each facility by calling the locate call center for a field locate.
- 23.2 Alaska Communications shall not be held liable for any damages to utilities incurred during the Contractors performance under this Agreement including lost times and costs.
- 23.3 Contractor shall be responsible for any damages to utilities during their performance under this Agreement.

24. RECORD DOCUMENTS

- 24.1 Contractor shall maintain the following on each job site: a complete set of drawings, survey line and grade books.
- 24.2 The job foreman shall record as-builts on a daily basis. Contractor shall ensure that Contractor's job Foreman accounts for all materials. All unused materials must be promptly returned to Alaska Communications (as specified in Exhibit D within seven days of project completion).
- 24.3 Contractor shall ensure that all as-built drawings are accurate and complete and shall conform to Alaska Communications standards for as-builts (Exhibit D). Upon completion of construction, Contractor shall create a Final As-Built set of the drawings, including shop drawings, Foreman's field notes, and other information. Contractor shall provide a digital copy in 11" x 17" PDF of the Final As-Builts to Alaska Communications.



24.4 As-built information shall follow the MGCA standard and be marked in red on a clean set of issued- for-construction drawings clearly marked "Red-Lined Drawings".

24.5 Contractor’s daily as-built record shall contain the underground location of all the telephone vaults, direct bury cable, splice pits, ducts and conduit installed on the prints provided by Alaska Communications. These shall include all line, grade, elevation changes, tie downs to existing utilities and landmarks or Alaska Communications approved substitute and dated daily totals of product installed. The cost of red-lines shall be incidental to the project; no other payment will be authorized or allowed.

24.6 Contractor’s Red-lines shall include:

- Cable and conduit locations (include sequentials)
- FDH/XC locations
- Vault locations
- Ped locations
- Drop locations
- Cable splice locations
- Conduit splice locations
- Updated Work Location (WL) info in WL Activity Summary
- Updated Sheet Activity Summary – Must list all Units precisely and equal sum of all Activity Summaries on that Sheet Summary will be substituted with spreadsheet totaling WL’s
- Updated Master Tab - Must list all Units precisely and equal sum of all Sheet Activity Summaries WLs within the Drawings
- Pictures of all installations
- Pictures of all grounding
- Pictures of all open trenches
- Test results of all AHJ required compaction sites (road crossings, etc.)
- Test results of all spliced fibers and/or copper pairs
- Verification all underground plant is locatable (all Alaska Communications underground plant shall be locatable)

25. CONSTRUCTION PROGRESS SCHEDULE

25.1 Contractor shall be required to submit a construction schedule for all projects; however, larger projects shall require Contractor to provide a critical-path method (CPM) schedule for submittal to the Alaska Communications Administrator. Submittals shall include:

<u>SUBMITTAL ITEM:</u>	<u>SUBMITTAL DATE</u>
Preliminary Construction Schedule	5 days prior to preconstruction/meeting
Initial Detailed Construction Schedule	7 days before first progress payment request
Final Detailed Construction Schedule	7 days before second payment request
Weekly Schedule Update Report	Reviewed at weekly construction meeting

Schedules shall provide a construction calendar detailing the following milestones:

- Notice To Proceed date
- Mobilize (start and completion)
- Construction Commencement

- Site Work Contractor Interfaces
- Excavation by Item
- Installation by Item
- Restoration by Item
- Clean up by Item
- Substantial Completion Inspection
- Final Inspection
- Owner acceptance
- Demobilization Complete

25.2 Milestones shall indicate start and stop dates, percentage of completion, and Contractor labor resources. Durations determined by productivity shall be based upon single shift, unless otherwise approved by Alaska Communications Administrator. Contractor shall utilize Microsoft MS Project version 4.0, for CPM scheduling for the entire Alaska Communications project only when directed by Alaska Communications Administrator. Those projects designated for MS Project CPM scheduling may be submitted by e-mail or delivered diskette. All scheduling when requested by Alaska Communications shall be considered incidental to this Agreement and no additional payment to Contractor shall be authorized.

26. PROTECTION OF MATERIAL, EQUIPMENT AND WORK

- 26.1 Contractor shall in accordance with best practices preserve and protect all materials and equipment (whether furnished by Contractor or Alaska Communications) used by Contractor in the execution of the project from damage or loss due to weather, fire, theft, unexplained disappearance, or other similar casualty.
- 26.2 Contractor shall in accordance with best practices protect Contractor's and its subcontractors' operations, equipment and material (whether stored or installed), paving structures, and any and all other items on the Job site belonging to the Right of Way Owner, Alaska Communications, or others from damage.

27. EQUIPMENT

- 27.1 Contractor shall furnish, at Contractor's expense and to the satisfaction of Alaska Communications Administrator, all appropriate and acceptable equipment required for Contractor's own use in the performance of the Services in the time specified; such equipment shall be serviceable and shall be kept in good operating condition. Equipment provided by Contractor shall be the sole responsibility of the Contractor who shall bear all risks for damage or loss.
- 27.2 Unless specified under an RFP or SOW, Alaska Communications shall not specify the type of equipment to be utilized. Such decisions are at the Contractor's discretion based on the type of terrain and specific requirements for each job. However, Alaska Communications retains the right to stop work at no cost to Alaska Communications should the Contractor utilize equipment that is not the correct type of equipment for the job or is broken or in disrepair.
- 27.3 Contractor is advised that all restoration of improved property (i.e., lawns, fences, concrete, and

asphalt) is the responsibility of the Contractor for drop services and as such the Contractor is encouraged to utilize low impact equipment when and where required.

- 27.4 Alaska Communications reserves the right to inspect and reject equipment offered by the Contractor that is not designed, or in the opinion of the Alaska Communications Administrator, not suited for the work assigned. Any equipment that is rejected by the Administrator shall be replaced with equipment approved by the Alaska Communications Administrator.
- 27.5 Alaska Communications also reserves the right to contact the Contractor's maintenance shop regarding breakdowns and/or scheduling of repairs, and availability of any equipment if said Contractor's supervisory personnel cannot be reached.
- 27.6 Contractor is advised that Alaska Communications policy prohibits any use of Alaska Communications equipment by the Contractor, which policy will be strictly enforced.
- 27.7 Equipment supplied by the Contractor may be Contractor owned or leased equipment. The Contractor must present to the Alaska Communications Administrator signed lease agreements for leased equipment for each location where the Contractor expects to utilize leased equipment. Equipment leases must be maintained through the term of the Contract.

28. MATERIALS

- 28.1 Contractor shall furnish at Contractor's expense all Material necessary to complete the Services unless specifically set forth to be provided by Alaska Communications. Materials provided by the Contractor shall be the sole responsibility of the Contractor who shall bear all risks for damage or loss thereto.
- 28.2 For any material specified to be furnished by Alaska Communications, Contractor shall take delivery of the materials supplied at the Alaska Communications warehouse indicated in the bid supplement or at Alaska Communications' warehouse located at 600 Telephone Avenue, Anchorage, Alaska, as directed by Alaska Communications Administrator.
- 28.3 Contractor shall, whenever obtaining or returning Alaska Communications supplied materials, abide by the Alaska Communications warehouse procedures attached as Exhibit C. All material provided by Alaska Communications not used by Contractor shall be returned to Alaska Communications' warehouse within seven (7) days of completion of the RFP or SOW, or Contractor may be subject to liquidated damages of \$100.00 per day. Material cost of the unreturned materials will be charged to Contractor's invoice at the current Alaska Communications warehouse price plus administrative fees.

29. INSPECTION

- 29.1 Alaska Communications Administrator or his representative shall be allowed access to all parts of the Services at all times and shall be furnished access to every facility for ascertaining whether or not the Services are being performed in accordance with the requirements and intent of the Agreement. Upon the request of the Alaska Communications Administrator, the Contractor shall at any time before Final Acceptance of the Services remove or uncover such portions of the finished Service as may be directed. After examination, the Contractor shall restore said portions

of the Services to the standard required by the RFP or SOW. Should the Services exposed or examined prove acceptable, the uncovering or removing, the replacing of the coverage or the restoration of the parts removed shall be paid for as extra Services. Should the Services so exposed or examined prove unacceptable, the uncovering or removing, replacing of the covering and the restoration of the parts removed, shall be at the Contractor's expense.

- 29.2 Contractor shall inform the Alaska Communications Administrator at least 48 hours prior to the start of the Alaska Communications project of the manner of undergrounding of the Alaska Communications cable and all materials and equipment used shall be subject to the inspection of Alaska Communications. Alaska Communications inspection of cable installation shall in no way relieve Contractor of any of its obligations under this Agreement, nor shall it transfer control of the job site to Alaska Communications.
- 29.3 Contractor agrees to notify the Alaska Communications Administrator at any time Contractor pre-trenches conduit, Contractor agrees to notify the Alaska Communications Administrator so that Alaska Communications may inspect the installation. Alaska Communications will promptly inspect trenching, and in no event later than 24 hours after notification by Contractor. All trench, sanding, and cable placement must be approved, in writing, by the Alaska Communications Administrator or designee.

30. RESPONSIBILITY FOR DAMAGES

- 30.1 Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, and delay that may be caused by or that may result from any act, omission, or neglect of the Contractor, subcontractors, or employees in the performance of the RFP or SOW.
- 30.2 There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the Parties such rights or authorize anyone who is not a party to maintain a lawsuit for personal injuries or property damage.
- 30.3 Within one hour, Contractor shall report to the Alaska Communications Administrator, any Contractor caused damage to any property other than Contractor's own property. Contractor's notification shall be followed by a detailed written report submitted to the Alaska Communications Administrator within 24 hours. Contractor will be solely liable for the restoration of the damaged property if Contractor fails to notify the Alaska Communications Administrator or submit a written report of damage within 24 hours. All damage reports shall be made on Supervisors Report of Accident Form (see Exhibit I.) and completed in detail. Actual costs of repairing Contractor caused damage to Alaska Communications' plant, including faulty cable splicing, will be reimbursed to Alaska Communications.

31. FINAL INSPECTION

- 31.1 Alaska Communications will conduct a final inspection within three Alaska Communications working days of Contractor's written notification to the Alaska Communications Administrator that the project is complete. Alaska Communications' inspection of cable installation shall in no way relieve Contractor of any of its obligations under this Agreement, nor shall it transfer control of the job site to Alaska Communications. Contractor, as noted in the final inspection report, shall complete all incomplete items (punch list), within seven calendar days of the final inspection.



Alaska Communications will, if necessary, repeat the final inspection once. Items still not completed after the second inspection shall be finished by Alaska Communications and the cost will be subtracted from the payment to Contractor.

32. CONFIDENTIALITY

- 32.1 **Confidential Information.** During the course of the Parties' relationship, a Party may have access to the other Party's Confidential Information. The Parties agree that the term "Confidential Information" shall include any nonpublic or proprietary information or materials relating to Alaska Communications, including but not limited to technical data or know-how, research, products, services, customers, markets, inventions, processes, designs, marketing, future business strategies, trade secrets, budgets, finances, employees, proprietary ideas, concepts, expertise and technologies developed by Alaska Communications. Contractor will not disclose Alaska Communications Confidential Information to any third party at any time without the prior written consent of Alaska Communications and shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants. Further, Alaska Communications' Confidential Information shall include the terms set forth in this Agreement and any related RFP or SOW, all of which remain the property of Alaska Communications and shall in no event be transferred, conveyed, or assigned as a result of the Services provided pursuant to this Agreement. The foregoing duty shall survive any termination or expiration of the Agreement.
- 32.2 **Non-Confidential Information.** The Parties agree that Confidential Information does not include information that (i) is or becomes in the public domain through no fault or act of the Contractor; (ii) was independently developed by the Contractor without the use of or reliance on Alaska Communications' Confidential Information; (iii) was provided to Contractor by a third party under no duty of confidentiality to Alaska Communications; or (iv) was required to be disclosed by law; provided, however, prompt prior notice shall be given to Alaska Communications.
- 32.3 **Publicity.** Neither Party may issue a press release regarding the existence or terms of this Agreement, nor any Services or subsequent work performed hereunder, without first obtaining written approval of the other Party.
- 32.4 The Parties agree that the disclosure of any of the foregoing Confidential Information shall give rise to irreparable injury to the owner of the Confidential Information that is inadequately compensable in monetary damages. Accordingly, Alaska Communications may seek and obtain injunctive relief against the breach or threatened breach of the foregoing, in addition to any other legal remedies which may be available.

33. NON-SOLICITATION OF EMPLOYEES

- 33.1 During the term of this Agreement and for a period of one year after termination of this Agreement, the Parties will not directly or indirectly solicit or knowingly facilitate any employee of the other Party, or any affiliates, to leave their employment except via a general solicitation that is not targeted to the employee hired.

34. INDEMNITY

34.1 Contractor agrees to defend, indemnify, and hold harmless Alaska Communications and its affiliates, shareholders, directors, officers, employees, agents, customers, successors, heirs representatives, and assigns (collectively, "Alaska Communications Indemnitees") from and against, any and all claims, proceedings, losses, demands, actions and liabilities (and all associated expenses asserted against, suffered, or incurred by Alaska Communications Indemnitees, including, without limitation, and reasonable attorneys' fees) arising from or incident to:

- The performance of the Services by the Contractor, its subcontractors, employees or agents.
- Death or injury to any persons or damage to property arising out of the acts or omissions of Contractor, its subcontractors, employees, or agents during performance of the Services.
- Any violation of applicable law, ordinance, regulation, or rule by Contractor, its subcontractors, employees, or agents during performance of the Services.
- Infringement of patents, copyrights, trade secrets, intellectual property or other proprietary rights covering products manufactured or supplied by Contractor in performing the Services or their use in combination with products manufactured or supplied by others for use in the Services.
- Actual contamination or pollution (within the meaning of applicable laws or regulations) caused by acts or omissions of the Contractor, its subcontractors, employees or agents during performance of the Services, provided that none of them shall be liable for any condition discovered during performance of the Services which existed prior to its commencement.
- Any breach of this Agreement or failure by Contractor, its subcontractors, employees, or agents to comply with any obligation imposed on any of them under this Agreement.
- Contractor's obligations or liability to its employees, agents, and subcontractors, including, without limitation, any liability arising under state and federal labor, health and safety, and employment laws.

34.2 Alaska Communications will promptly notify Contractor in writing of any claim(s) within Contractor's indemnification obligation of which Alaska Communications has knowledge and will give Contractor any assistance and information reasonably available to Alaska Communications for the defense or settlement of any such claim(s). Any such assistance or information given to Contractor by Alaska Communications shall be provided at Contractor's sole cost and expense. Contractor shall not settle or compromise any such claim(s) without Alaska Communications' prior written approval.

34.3 If Contractor fails to assume the defense of any claim within Contractor's indemnification obligation within a reasonable time, Alaska Communications may undertake to defend itself. Any and all costs, expenses, and attorney's fees which Alaska Communications may incur in the furtherance of the disposal or defense of any claim or action within Contractor's indemnification obligation as set forth in this section or in the enforcement of Contractor's indemnification obligations shall be solely the responsibility of and be reimbursed by Contractor. At Contractor's sole cost and expense, Alaska Communications shall cooperate with and assist Contractor in the defense of any claim or action included within Contractor's indemnification obligation.

35. LIMITED WARRANTY

- 35.1 Contractor guarantees and warrants that the Services to be performed hereunder will be performed in a professional manner, consistent with generally accepted industry standards. Contractor guarantees and warrants that the Services performed by Contractor shall be in strict compliance with the requirements of this Agreement and any related RFP or SOW and shall be free of deficiencies and defects in materials and or performance. Contractor further guarantees and warrants that all materials, equipment, and supplies furnished for the Services by Contractor, and its subcontractors or suppliers, shall be new, merchantable, of the most suitable grade, fit and sufficient for their intended purposes, and shall comply in all respects with the requirements of the applicable RFP or SOW. Contractor's guarantees and warranties set forth herein shall extend for 12 months after the date of acceptance of the work by Alaska Communications. Contractor agrees to use commercially reasonable efforts to obtain from third party suppliers and manufacturers the best available warranties and guarantees and where possible to assign the same to Alaska Communications and to cooperate with Alaska Communications in the enforcement of such warranties and guarantees.
- 35.2 Both Parties warrant that they have full legal authority to enter into this Agreement and perform its obligations hereunder, and that no third-party rights or permissions are required in order for it to do so.
- 35.3 Each Party shall comply fully with all applicable export control and economic sanctions laws and regulations of the United States and other countries and territories relevant to the Services provided under this Agreement (collectively "Foreign Trade Regulations"). Each Party shall take all reasonable steps to assure that the Services are not exported, directly or indirectly, in violation of Foreign Trade Regulations or intended to be used for any purposes prohibited by the Foreign Trade Regulations.

36. LIENS

- 36.1 Contractor shall at all times promptly pay for all services, materials, equipment, and labor used or furnished by Contractor or any subcontractors in the performance of the Services under this Agreement and shall at its expense keep the right of way owners' premises and all property belonging to Alaska Communications and/or the right of way owners free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment, or materials furnished by Contractor or its employees, material men, or subcontractors in the performance of the Services.
- 36.2 If Contractor fails to release and discharge any such claim of lien against a right of way owner's premises or the property of Alaska Communications and/or a right of way owner arising out of performance of the Services within five working days after receipt of written notice from Alaska Communications to remove such claim of lien, Alaska Communications may, at its option, discharge or release the claim of lien or otherwise deal with the lien claimant, and Contractor shall pay Alaska Communications any and all costs and expenses of Alaska Communications in so doing, including reasonable attorney's fees incurred by Alaska Communications, or alternatively Alaska Communications may, at its choosing, deduct or offset such costs and fees from Contractor's invoices or other payments due the Contractor.

37. DISPUTE RESOLUTION

- 37.1 Any dispute, controversy, or claim (collectively a “Dispute”) arising out of or relating to this Agreement will first be escalated to a manager or director level of the respective Parties. Should resolution not occur within 15 business days of such escalation, the Dispute will be escalated to the vice president level of the respective Parties.
- 37.2 If the Dispute cannot be resolved in good faith within 15 business days of escalation to the vice president level, the Parties may exercise any and all available remedies at law or equity (including injunctive relief) or may request that the Dispute be settled by binding arbitration. In the event the Parties agree to binding arbitration, which agreement shall be at their sole and absolute discretion, the costs of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties and each Party shall bear the cost of preparing its case.

38. REMEDIES

- 38.1 In addition to other rights and remedies in law or in equity available to Alaska Communications, Alaska Communications shall have the rights of set-off, the right of specific performance and the right to obtain injunctions.

39. LIMITATION OF LIABILITY

- 39.1 NOTWITHSTANDING ANY OTHER TERM, CONDITION, OR PROVISION OF THE AGREEMENT, ALASKA COMMUNICATIONS SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING OR ALLEGED, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ALL SUCH DAMAGES BEING HEREBY SPECIFICALLY WAIVED.

40. NOTICE

- 40.1 All notices shall be in writing and sent by United States mail with return receipt, registered mail, overnight mail, or well-known courier service, delivered to the addresses indicated below, or such other address as either Party may provide to the other Party at least ten business days prior to the date of any notice provided hereunder, unless otherwise provided in this Agreement. Notices shall be deemed to have been provided as required by this section on the date of delivery as shown on the receipt evidencing delivery of the notice.

For CONTRACTOR:

Name
Address 1
Address 2
City, State



For ALASKA COMMUNICATIONS:

Alaska Communications Systems Holdings, Inc.
Attn: Legal Dept.
600 Telephone Ave., MS 65
Anchorage, AK 99503

With a copy to:

Alaska Communications Risk Management
600 Telephone Ave., MS 8
Anchorage, AK 99503

41. ASSIGNMENT OF AGREEMENT

41.1 Contractor may not assign this Agreement or any RFP or SOW without the written consent of Alaska Communications. If Contractor assigns without consent, this Agreement may be terminated at the option of Alaska Communications. The assignment of the Agreement or any Services to be performed hereunder, if so permitted by Alaska Communications, shall not relieve Contractor of its obligations.

42. SECTION HEADINGS

42.1 The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

43. TRADEMARKS AND TRADE NAMES

43.1 Notwithstanding any other provision of this Agreement, Contractor shall have no right to use the Trademarks or Trade Names of Alaska Communications or to refer to this Agreement or the Services, directly or indirectly, in connection with any product, service, promotion or publication without the prior written approval of Alaska Communications.

44. SURVIVAL

44.1 The terms of Sections 30, 32, 33, 34, 38, 39, 41, and 43 shall survive the termination of this Agreement.

45. SEVERABILITY

45.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, its invalidity shall not affect the remainder of this Agreement and, to the maximum extent possible, such provision shall be interpreted to give effect to the original intent of the Parties while meeting the minimum requirements for validity, legality, and enforceability.

46. LEGAL CONSTRUCTION

46.1 No provision of this Agreement shall be construed against either Party by virtue of the fact of having drafted such provision. Each Party represents that it had a sufficient opportunity to consult



with legal counsel and to fully consider and negotiate the provisions of this Agreement.

47. WAIVER

47.1 The failure by a Party to exercise any right hereunder shall not operate as a waiver of such Party's right to exercise such right or any other right in the future.

48. AMENDMENTS

48.1 Alaska Communications may at any time, by written notice, make the following unilateral changes and/or modification to the Agreement:

- Change of notification address.
- Change of designated Alaska Communications Administrator.
- Change of delivery address.
- Exercise of renewal options.

48.2 All other amendments to the Agreement or any RFP or SOW must be in writing and executed by the following authorized representative of each Party:

ACS: _____

Contractor: _____

48.3 In the event of a conflict in terms between this Agreement, any RFP or SOW and one or more properly executed amendments to the Agreement or an RFP or SOW, the order of precedence shall be from the most recently properly executed amendment backwards to the original contract document. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement, RFP, or SOW shall add to or vary the terms of this Agreement or an RFP or SOW. All such proposed variations or additions (whether submitted by Contractor or Alaska Communications) are objected to and deemed material unless otherwise agreed to in writing by the Parties.

49. FORCE MAJEURE

49.1 Except for Alaska Communications' obligation to pay Contractor for Services already rendered or reimburse expenses already incurred on behalf of Alaska Communications, each Party's failure to perform in a timely manner shall be excused to the extent caused by conditions beyond the reasonable control of the affected Party and which it could not, by reasonable diligence, have avoided. Such conditions may include but are not limited to natural disaster, fire, accidents, actions or decrees of governmental bodies, internet, or other communication line failure not the fault of the affected Party, strikes, acts of God, wars (declared and undeclared), acts of terrorism, riots, embargoes, civil insurrection, acts of vendors and suppliers, and concealed acts of employees or contractors, but shall not include a lack of funds or insufficiency of resources caused by lack of funds. The Party affected shall immediately give notice to the other Party of such delay and shall resume timely performance as soon as such condition is terminated. If the period of *force majeure* exceeds thirty (30) days from the receipt of notice, the non-affected Party may terminate this Agreement.



50. GOVERNING LAW

50.1 This Agreement shall be construed and enforced in accordance with the laws of the state of Alaska, without regard to its choice of law principles. The Parties agree that any action related to this Agreement shall be brought and maintained only in a federal or state court of competent jurisdiction located in Anchorage, Alaska. The Parties each consent to the jurisdiction and venue of such courts and waive any right to object to such jurisdiction and venue.

51. ENTIRE AGREEMENT

51.1 This Agreement constitutes the entire agreement between the Parties concerning the subject matter contained herein. This Agreement replaces and supersedes any prior verbal or written understandings, proposals, quotations, communications, and representations between the Parties. Nothing in this Agreement is meant to create or creates any rights, obligations, or benefits directly or indirectly to any party not a signatory of this Agreement.

52. COUNTERPARTS

52.1 This Agreement and any RFP or SOW hereunder may be signed in duplicate originals, or in separate counterparts which are as effective as if the Parties signed a single original. A facsimile or electronic copy of an original signature is considered as effective as an original.

53. SIGNATURES

53.1 The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Agreement and to bind their respective Party thereto.

ALASKA COMMUNICATIONS

CONTRACTOR

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date



EXHIBIT A
(APPLICABLE REQUEST FOR PROPOSAL AND/OR STATEMENT OF WORK)



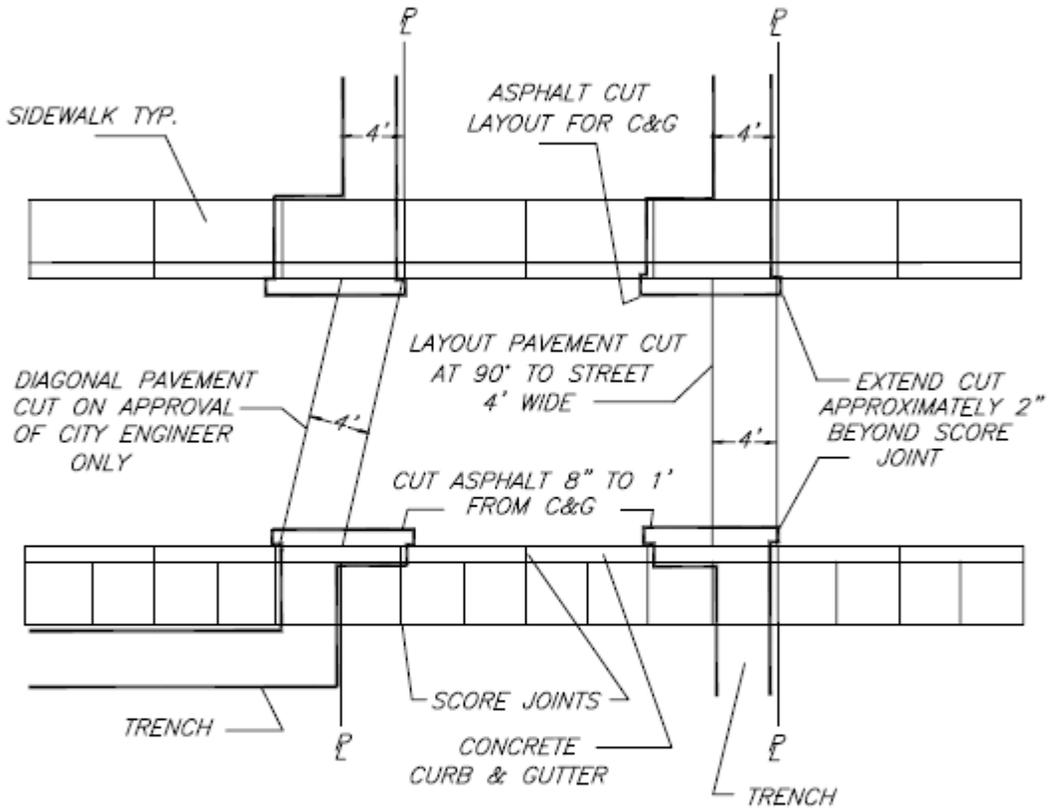
EXHIBIT B

ALASKA COMMUNICATIONS CONSTRUCTION DETAILS

- E-08 PAVEMENT CUT DETAIL
- E-16 TYPICAL TRENCH DETAIL ACS
- E-22 PEDESTAL (SPLICE) CAD 6/8/12 WITH CABLE
- E-23 PEDESTAL (LOOP) CAD 6/8/12 WITH CABLE
- E-24 PEDESTAL (SPLICE) 16/52, WITH CABLE
- E-25 PEDESTAL (EXTENSION) CAD 6/8 WITH CABLE
- E-26 SPLICE PIT
- E-27 SERVICE WIRE (CENTRAL DISTRICT)
- E-27 SERVICE WIRE (SOUTHWEST DISTRICT)
- E-28 CONDUIT AND INNERDUCT TERMINATIONS IN A PEDESTAL
- E-29 TRENCH DETAIL JOINT UTILITIES
- E-31 PEDESTAL (GROUND)
- E-33 VAULT, HANDHOLE ENTRY PULL THROUGH 180 DEGREES
- E-34 VAULT, HANDHOLE ENTRY PULL THROUGH 90 DEGREES
- E-35 VAULT, INNERDUCT AND CONDUIT TERMINATION
- E-43 RISER POLE TERMINATION
- E-45 COOK 550/551 TERMINAL
- E-46 ALTERNATE COOK 550/551 TERMINAL
- E-47 ANCHOR AND DOWNGUY
- E-48 POLE ATTACHMENTS AND CLEARANCES
- E-50 METER BASE
- E-51 SID DETAIL
- E-52 PERMIT APPLICATIONS
- E-53 PERMIT MANHOLE ENTRY
- E-70 48X78 VAULT W/RING
- E-71 VAULT 48X78
- E-82 CONDUIT SPACERS
- E-86 48X90 FIBERGLASS VAULT
- E-87 30X48 FIBERGLASS VAULT
- E-88 PREASSEMBLED CAD 6/8 W/POST
- E-105 WATERFALL SPLICE PEDESTAL (SOUTHWEST DISTRICT)

PAVEMENT CUT DETAIL
TYPICAL ROAD CROSSING

DATE: 1/17/00



NOTE:
CONCRETE CURB & GUTTERS
OR SIDEWALKS, MUST BE
CUT JOINT TO JOINT

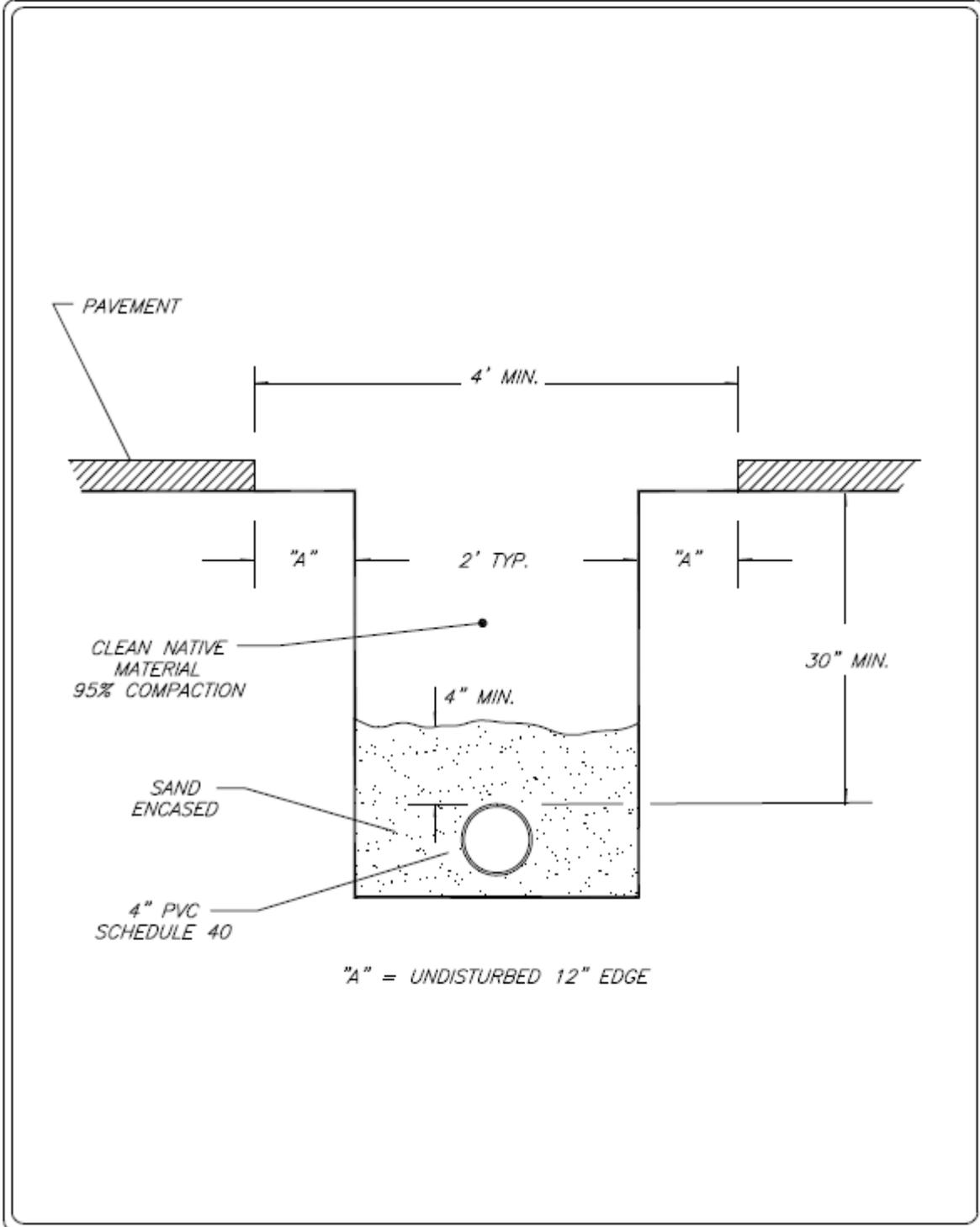
NOTE:
MAINTAIN CLEARANCE FROM
SURVEY MONUMENTS
& MANHOLES

2.00"

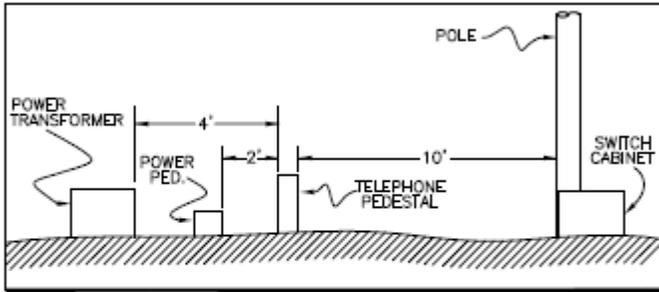
CAD-E08

TYPICAL
TRENCH DETAIL

DATE: 5/5/93

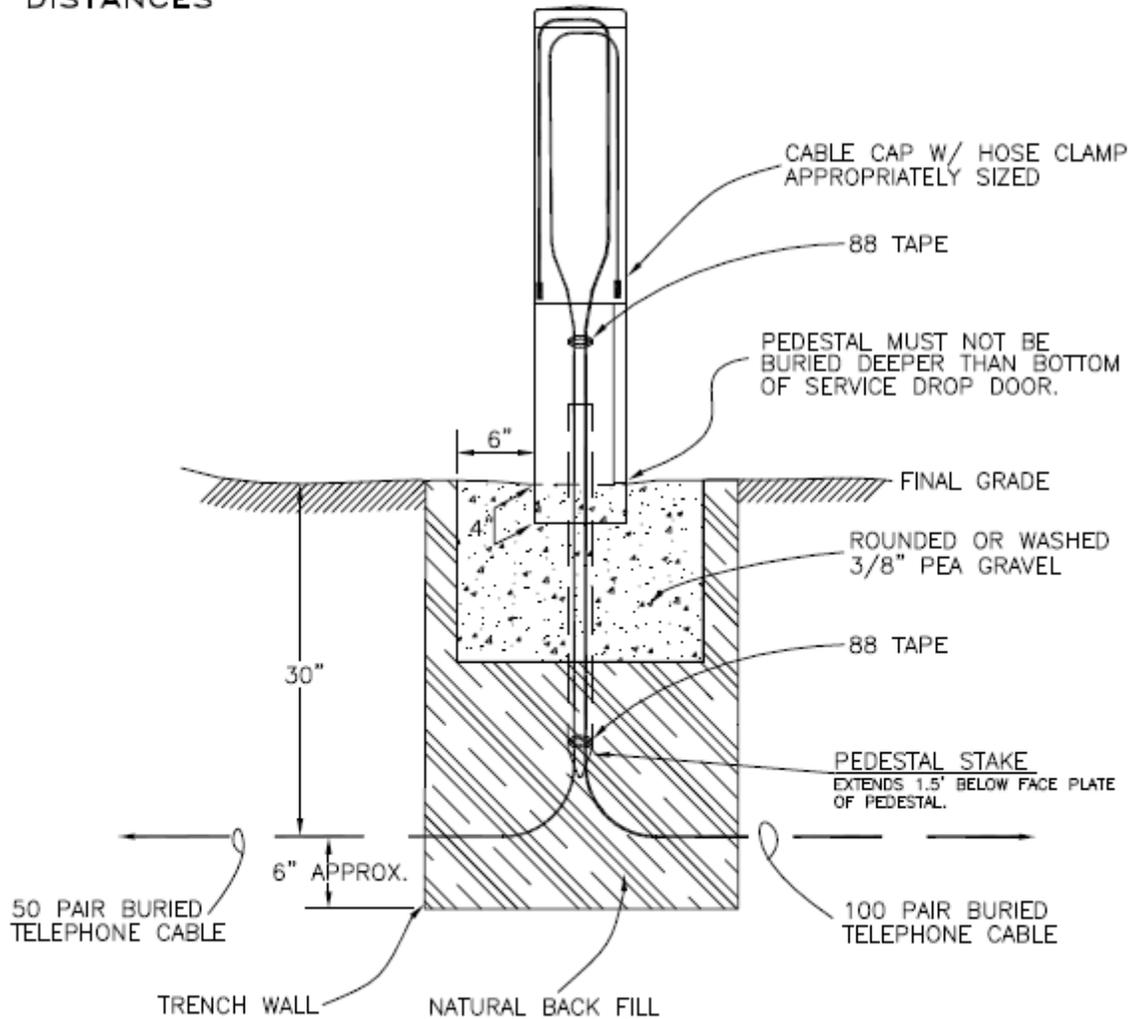


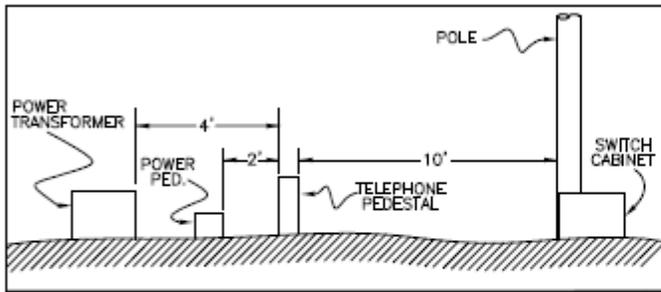
CAD-E16



- NOTE:**
- 1) PEDESTAL GROUND OMITTED FOR CLARITY.
 - 2) ANY QUESTIONS CONTACT THE ATU INSPECTOR OR CALL 564-1822.

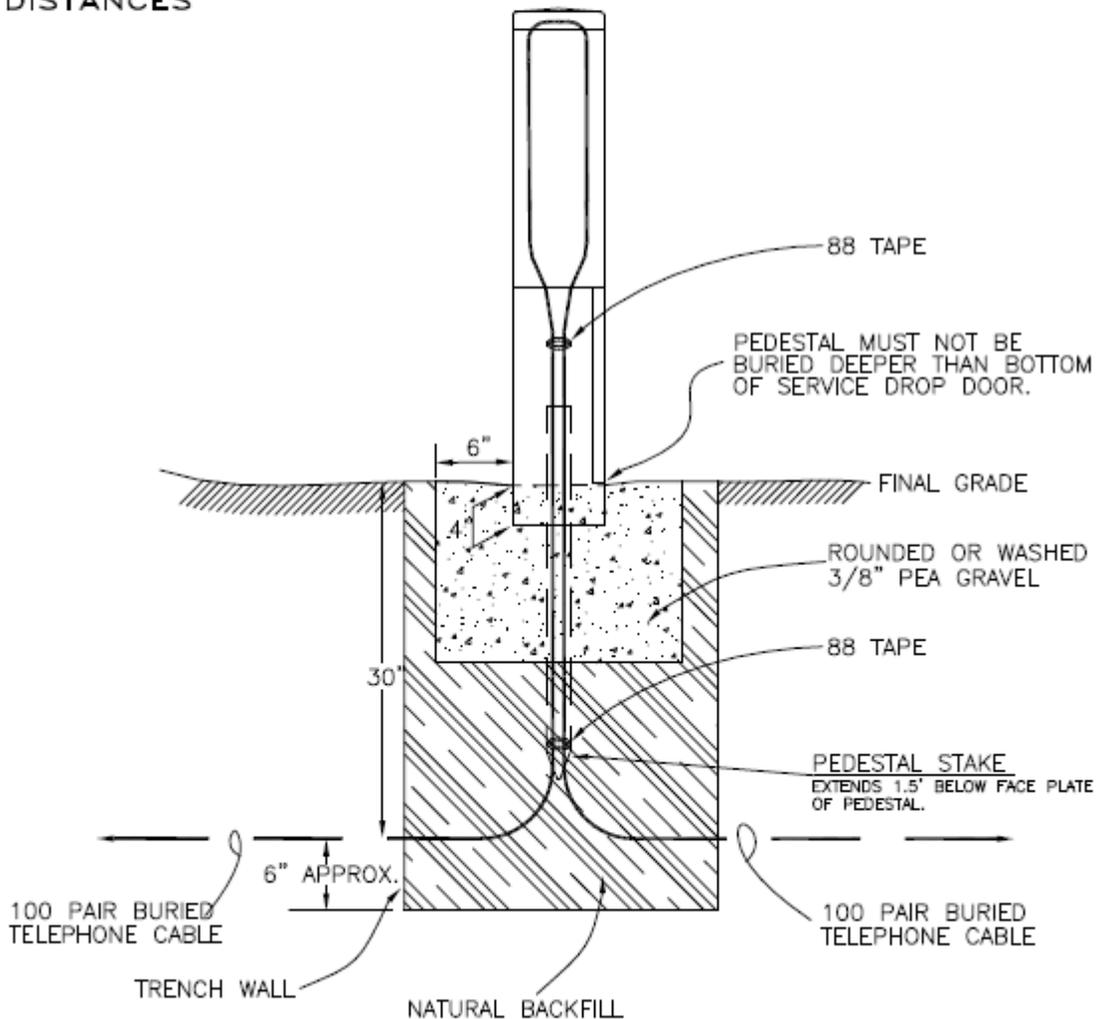
MINIMUM PLACEMENT DISTANCES

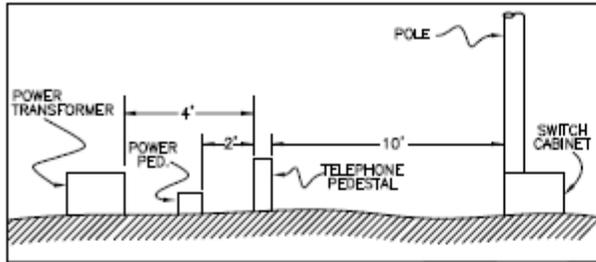




- NOTE:**
- 1) PEDESTAL GROUND OMITTED FOR CLARITY.
 - 2) ANY QUESTIONS CONTACT THE ATU INSPECTOR OR CALL 564-1822.

MINIMUM PLACEMENT DISTANCES





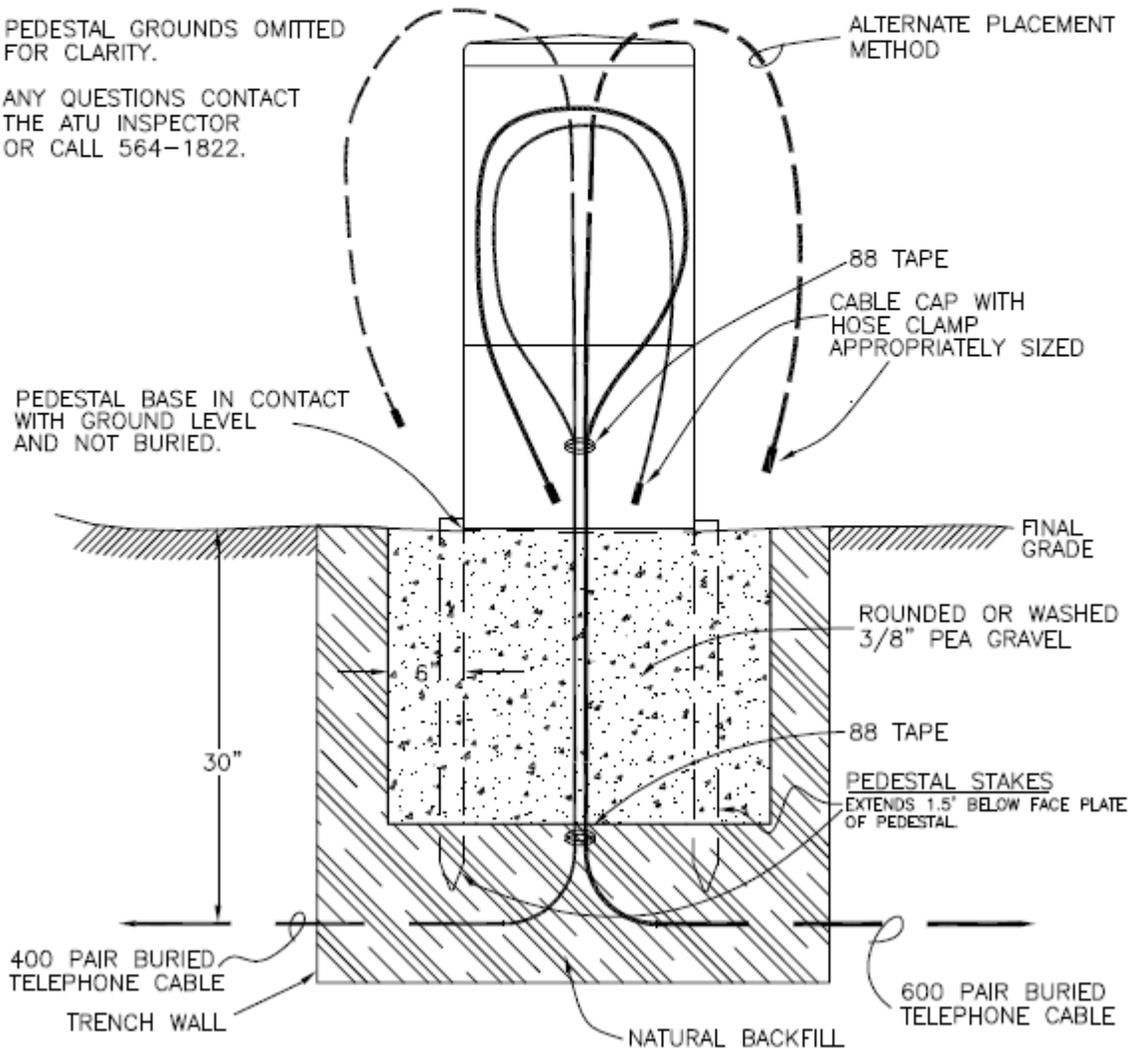
MINIMUM PLACEMENT DISTANCES

- NOTES:**
- 1) ALTERNATE CABLE PLACEMENT METHOD OCCURS WITH PEDESTAL DOOR REMOVED. SECURELY ATTACH DOOR AND CABLE TO PEDESTAL USING JET LINE.
 - 2) ALTERNATE CABLE PLACEMENT METHOD TO BE USED ONLY WHEN PRIMARY CABLE PLACEMENT METHOD CAUSES KINKS OR OTHER CABLE DAMAGE.

PEDESTAL GROUNDS OMITTED FOR CLARITY.

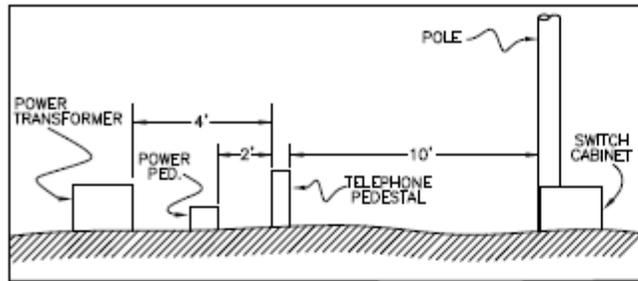
ANY QUESTIONS CONTACT THE ATU INSPECTOR OR CALL 564-1822.

PEDESTAL BASE IN CONTACT WITH GROUND LEVEL AND NOT BURIED.



CAD-E24

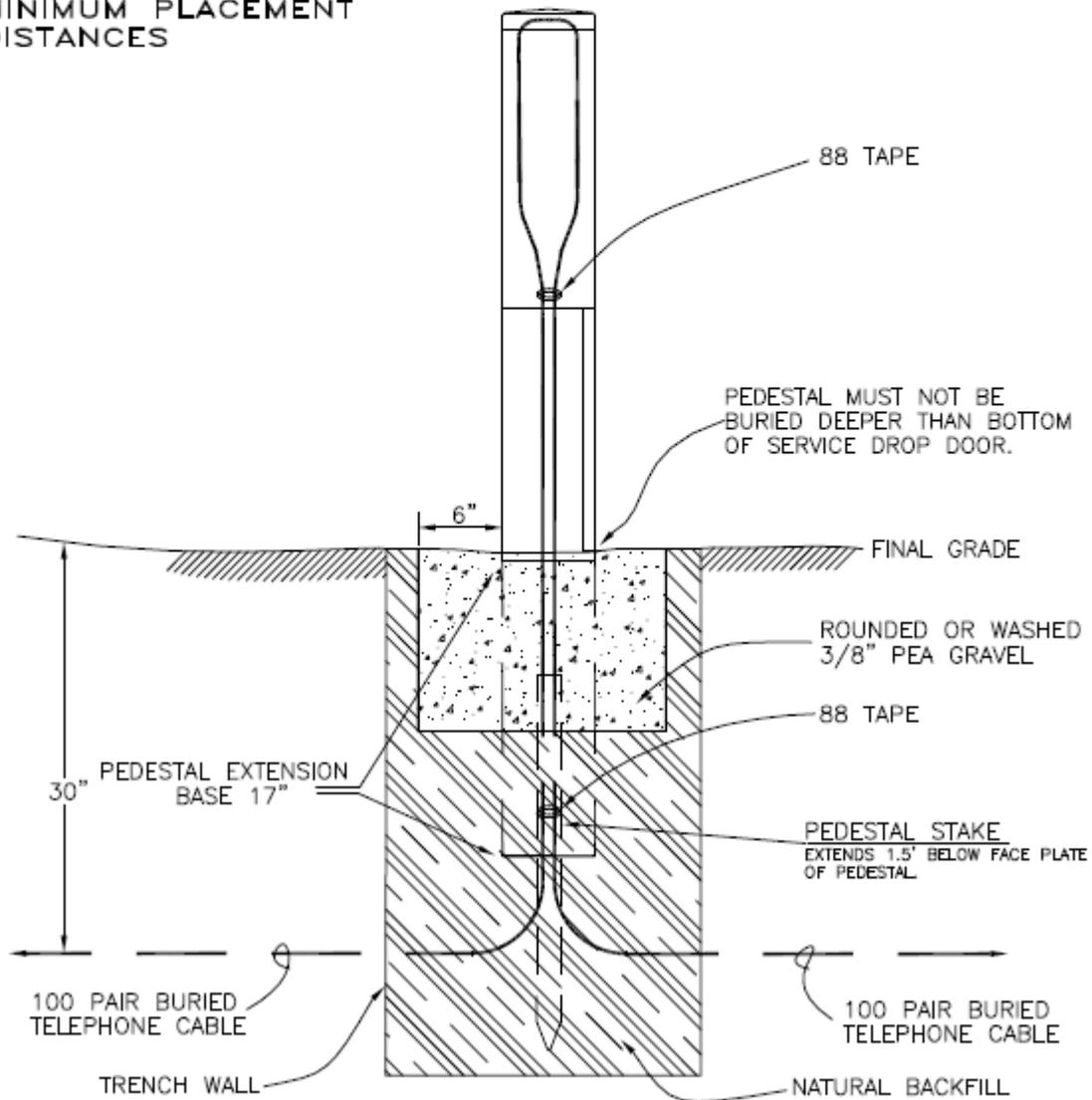
PAGE 4



MINIMUM PLACEMENT
DISTANCES

NOTE:

- 1) PEDESTAL GROUND OMITTED FOR CLARITY.
- 2) ANY QUESTIONS CONTACT THE ATU INSPECTOR OR CALL 564-1822.



PLACE THE CORRECT SIZE CABLE CAPS ON THE ENDS OF THE CABLES TO PROTECT THE CABLE CORE FROM THE INTRUSION OF MOISTURE.

THE DEPTH OF THE SPLICE PIT WILL VARY, HOWEVER, THE BOTTOM OF EACH PIT WILL BE A MINIMUM OF TWO FEET BELOW THE LEVEL AT WHICH THE CABLE ENTERS THE SPLICE PIT.

BE SURE TO LEAVE AT LEAST 10 FEET OF SLACK ON EACH CABLE END. THIS MEASUREMENT SHOULD BE MADE AT THE CENTER OF THE PIT.

BEFORE BACKFILLING, THE SPLICE CASE AND CABLES MUST BE SUPPORTED FROM BELOW WITH WELL COMPACTED EARTH. HAND SHADE SPLICE CASE AND CABLE.

WHEN BACKFILLING, AN EMS MUST BE PLACED 18 INCHES ABOVE THE SPLICE CLOSURE ON WELL COMPACTED EARTH.

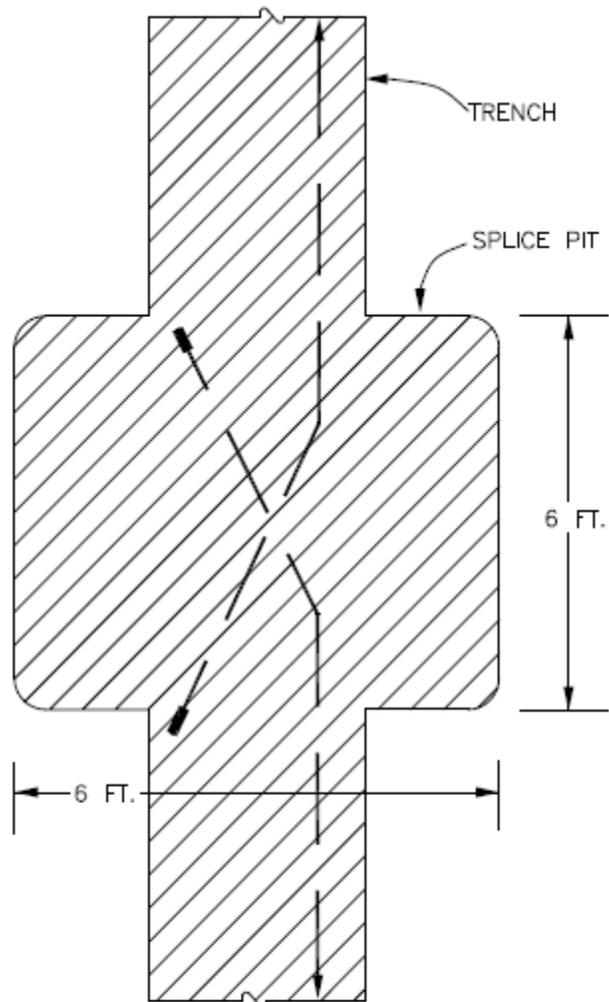
LARGE, HEAVY AND OR SHARP ROCK, FROZEN MATERIAL OR OTHER DEBRIS MAY NOT BE PLACED IN THE PIT DURING BACKFILLING.

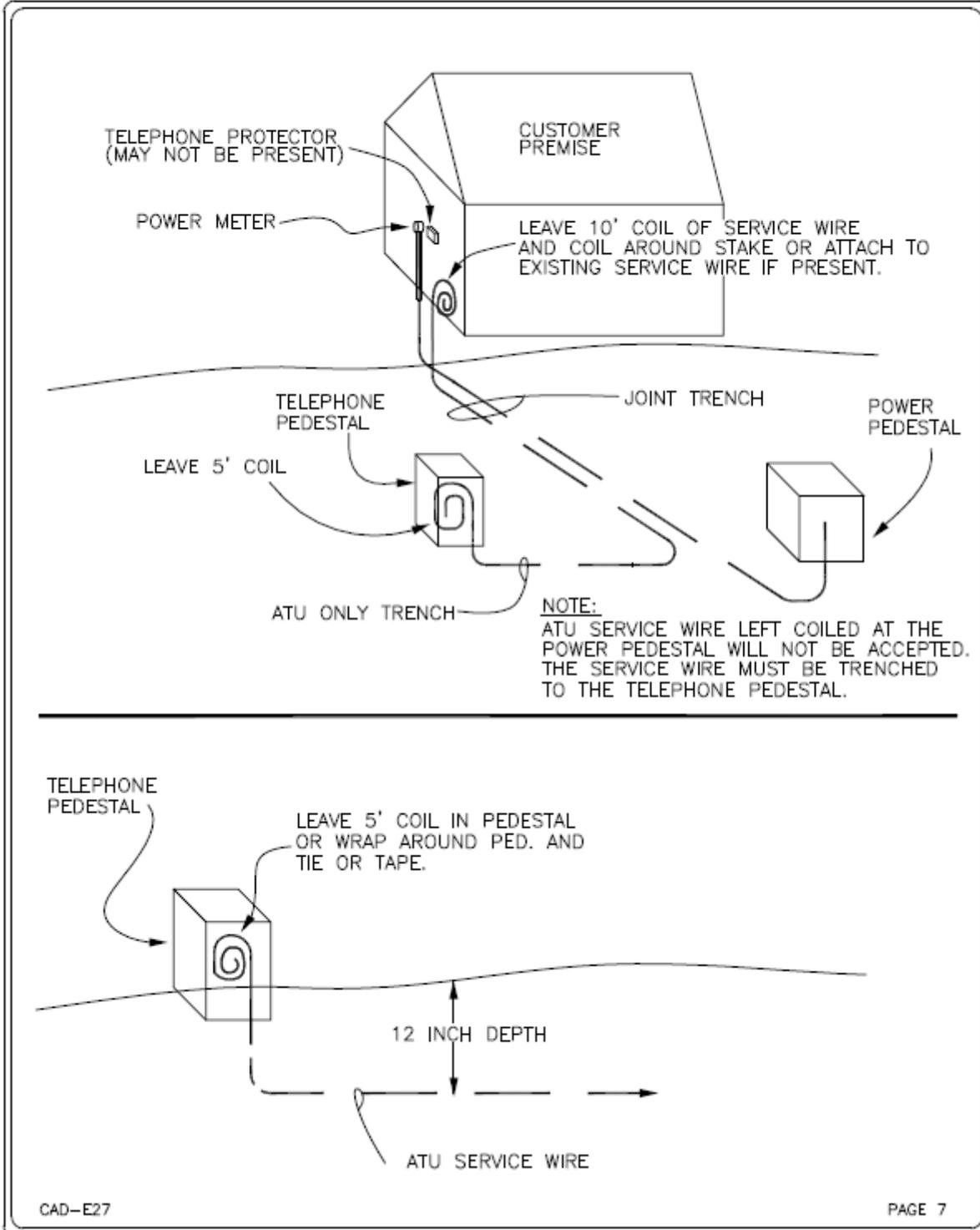
ALL EXCAVATIONS WHEN LEFT UNATTENDED MUST BE PROPERLY BARRICADED.

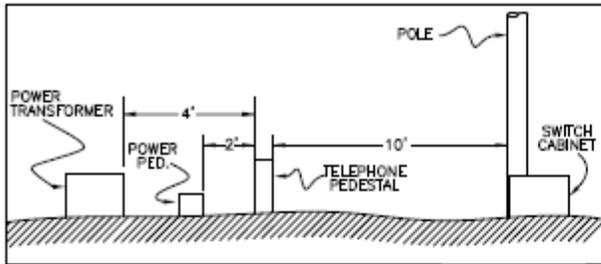
FOR SPECIFIC SPLICE PIT LOCATION CONTACT THE ATU INSPECTOR.

**BEFORE YOU DIG CALL THE
LOCATE CALL CENTER OF ALASKA
278-3121**

EXCAVATE FOR TYPE "C" CONDITIONS
SLOPE PIT 1 1/2 TO 1 (PER OSHA SPECIFICATIONS)



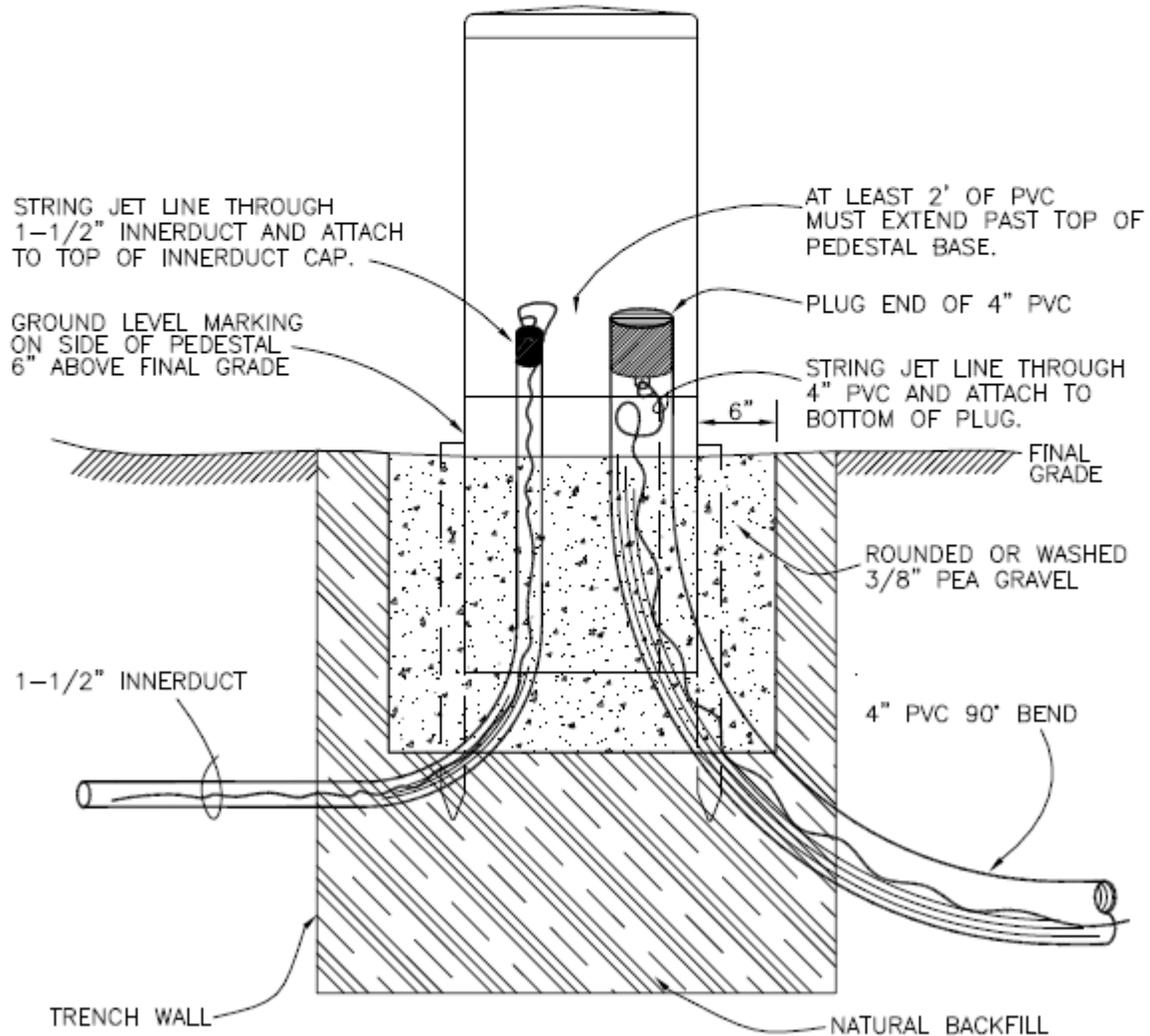




NOTE:

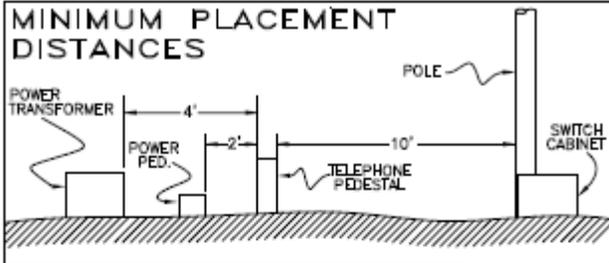
- 1) ALL JOINTS MADE IN ATU INNERDUCT WILL BE MADE USING STANDARD INDUSTRY COUPLINGS PROVIDED BY ATU.
- 2) 4 INCH CONDUIT TO BE JOINED USING PVC GLUE. ALL JOINTS MUST BE DRIVEN TO THE LINE INDICATED ON EACH PIECE OF CONDUIT.

MINIMUM PLACEMENT DISTANCES

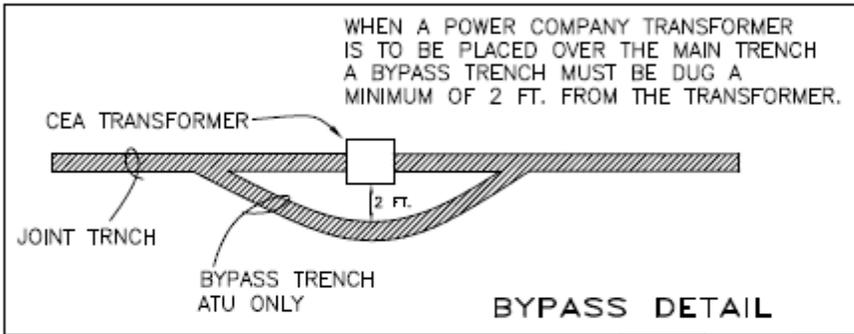


CAD-E28

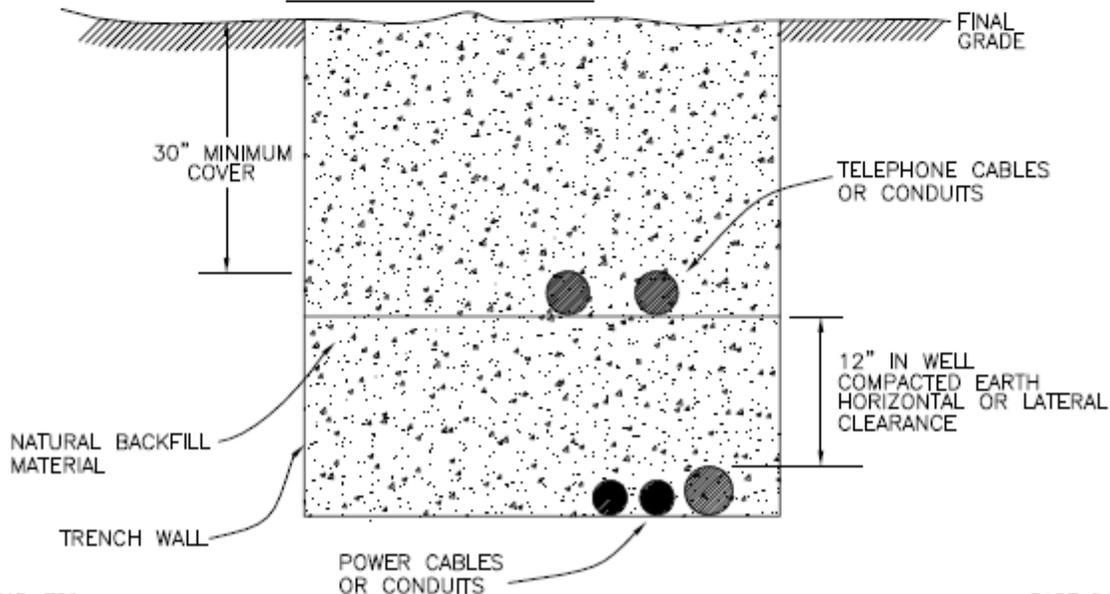
PAGE 8



BEFORE YOU DIG CALL
THE LOCATE CALL
CENTER OF ALASKA
278-3121

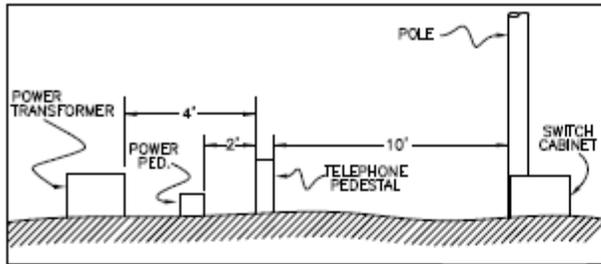


WHEN PLACING TELEPHONE CABLE IN THE TRENCH CARE MUST
BE TAKEN NOT TO KINK OR OTHERWISE DAMAGE THE SHEATH.
IF DURING PLACEMENT OR OTHER OPERATIONS THE SHEATH
IS DAMAGED, CONTACT THE ATU INSPECTOR.
DO NOT BURY THE DAMAGE



TYPICAL PEDESTAL GROUND

DATE: 1/17/00



**MINIMUM PLACEMENT
DISTANCES**

GROUND CONNECTIONS WILL HAVE AN AVERAGE 40 INCH POUNDS OF TORQUE APPLIED.

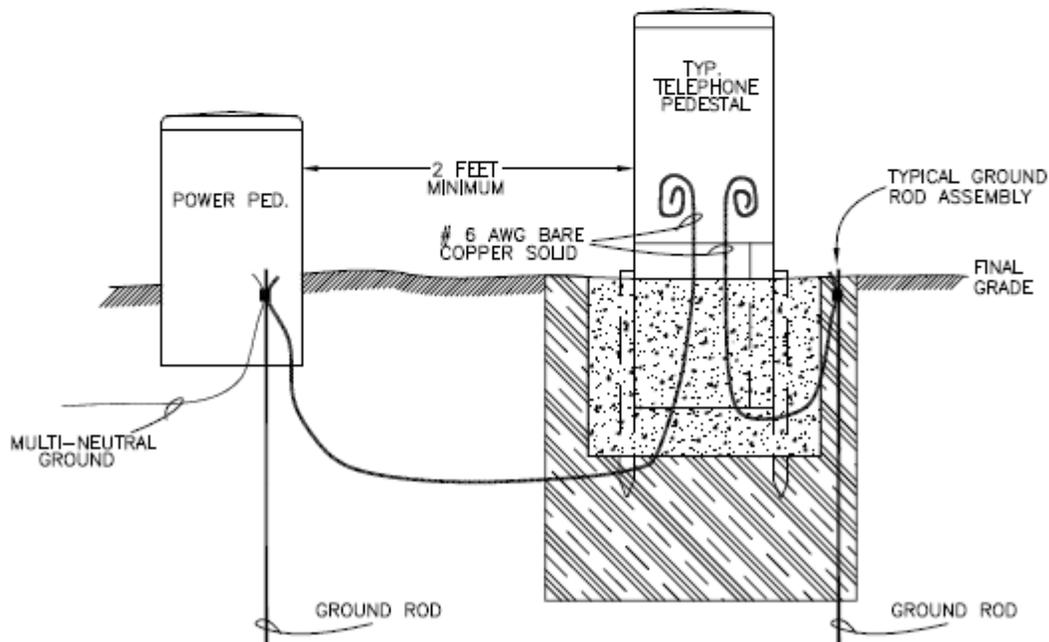
WHEN INSTALLING GROUND RODS BE SURE THAT THE ENTIRE ROD IS INSTALLED AT LEAST 6 INCHES BELOW GROUND LEVEL.

CUTTING GROUND RODS WILL NOT BE TOLERATED, IF THERE IS A PROBLEM CONTACT THE ATU INSPECTOR.

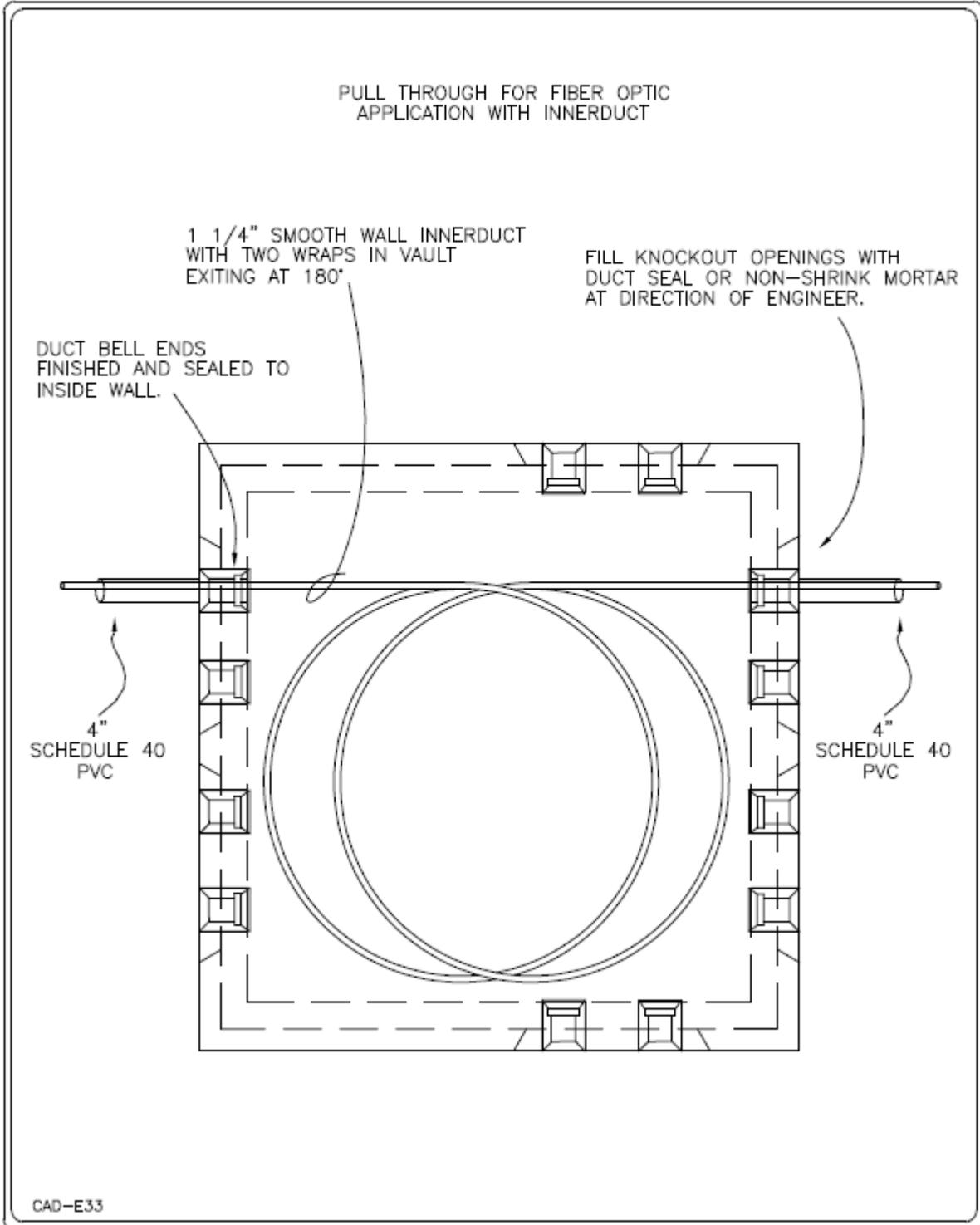
THERE WILL BE A MINIMUM OF 12 INCHES OF # 6 COILED NEATLY INSIDE THE PEDESTAL ABOVE THE TOP EDGE OF THE PED BASE.

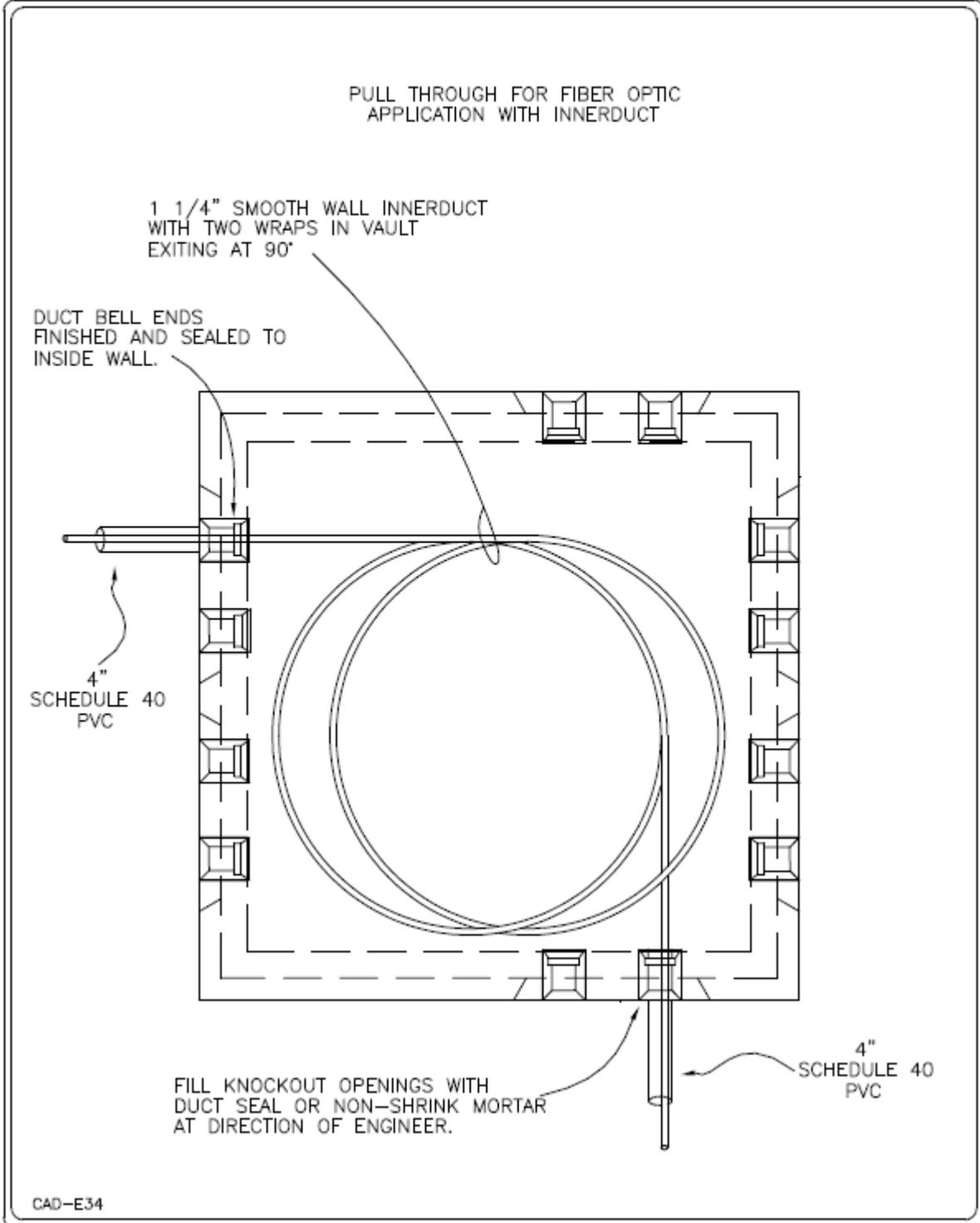
THERE SHOULD BE NO SITUATION THAT WOULD CAUSE AN MGN CONNECTION TO BE MADE FARTHER THAN 20 FEET FROM A TELEPHONE PEDESTAL. IF THIS SITUATION SHOULD OCCUR CONTACT THE ATU INSPECTOR.

TYPICAL GROUNDING INSTALLATIONS SHALL BE BY EITHER MGN OR GROUND ROD AS DEPICTED BELOW.



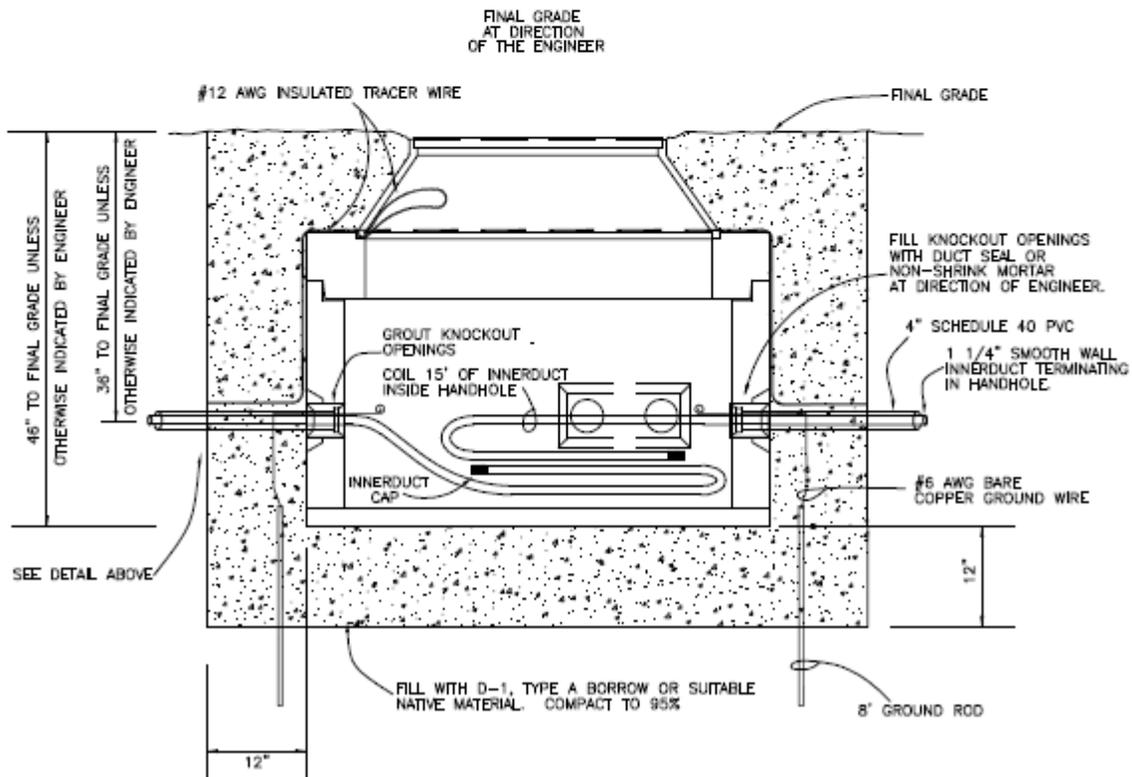
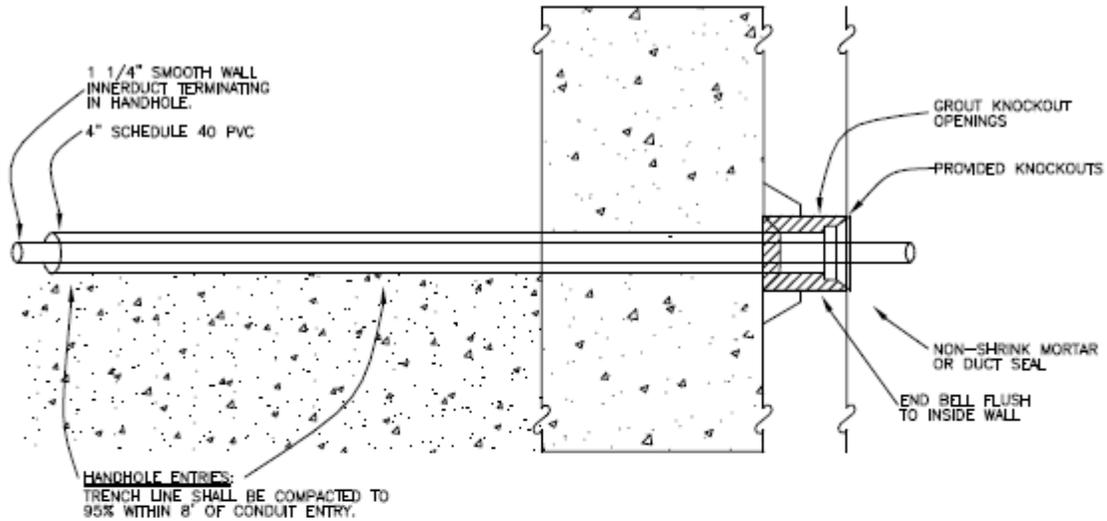
CAD-E31





TYPICAL HANDHOLE ENTRY
INNERDUCT AND PVC
TERMINATING

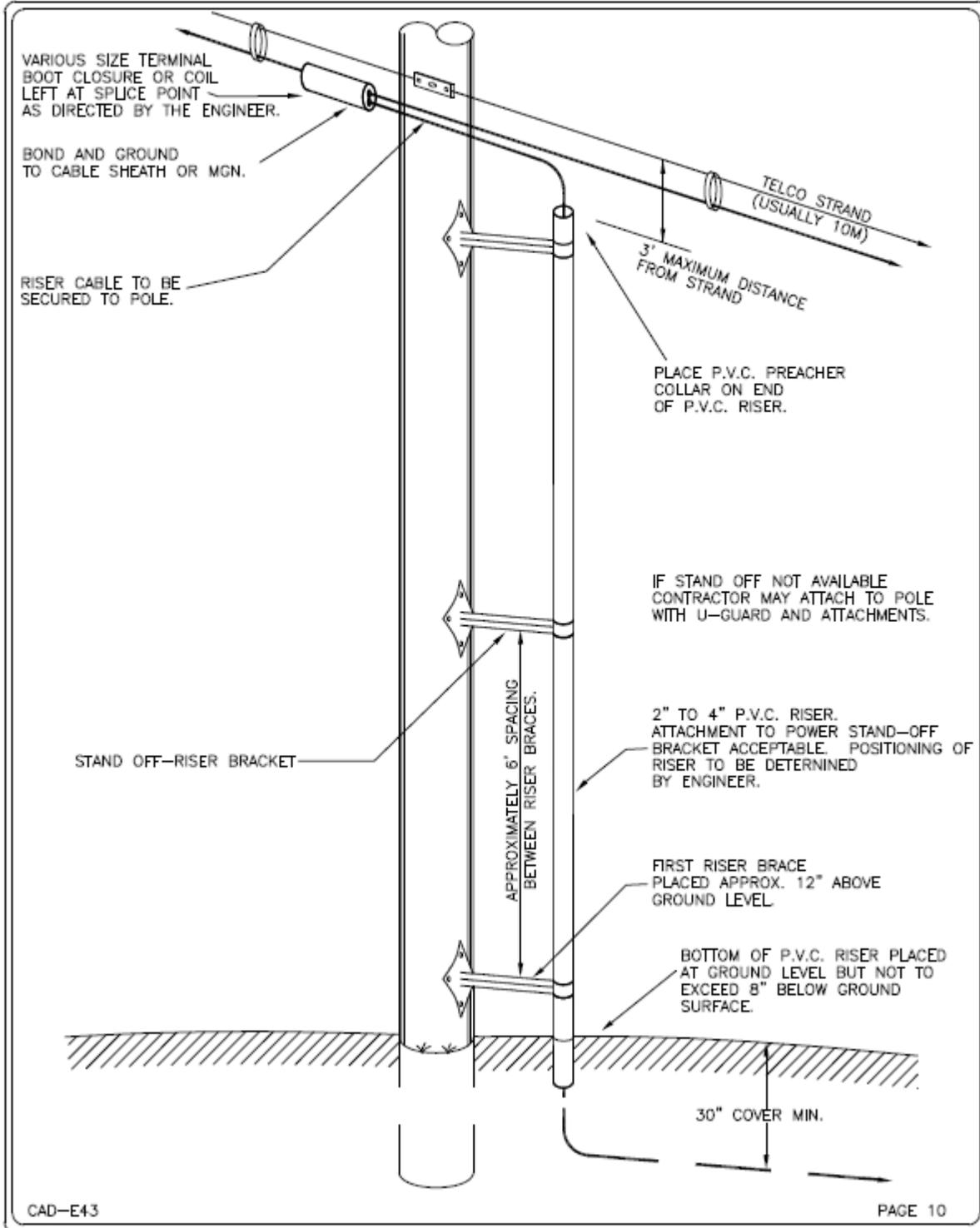
DATE: 1/17/00

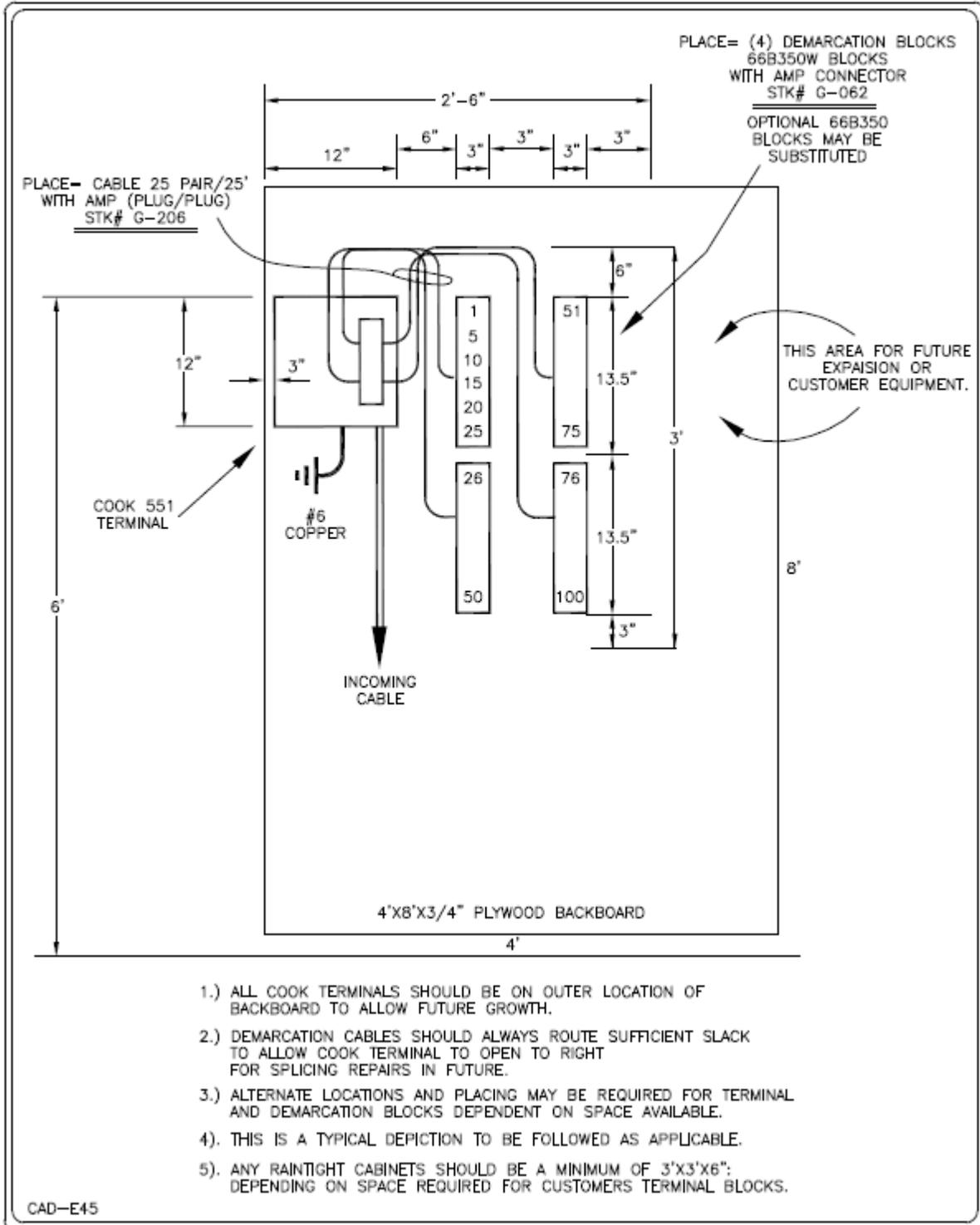


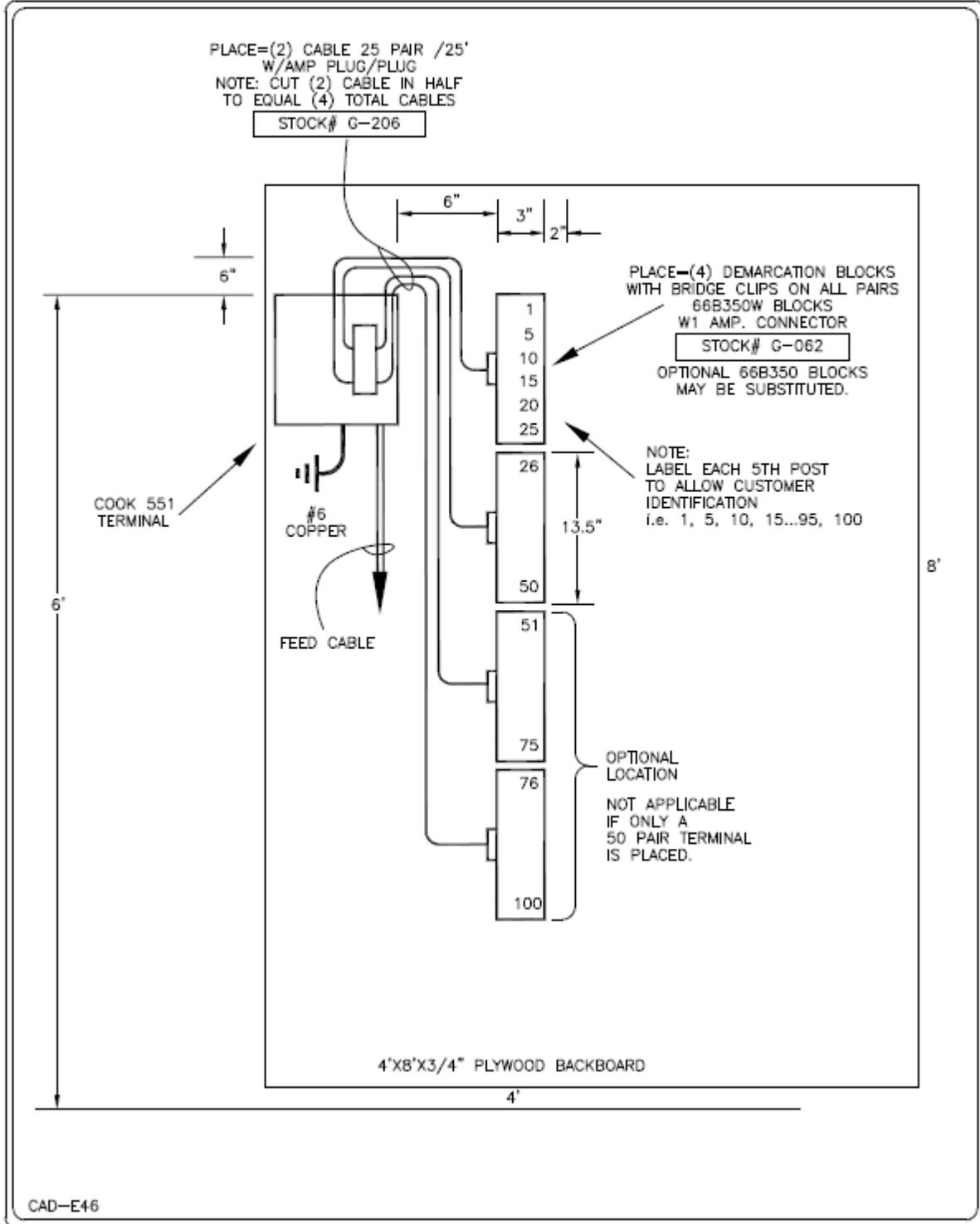
CAD-E.35

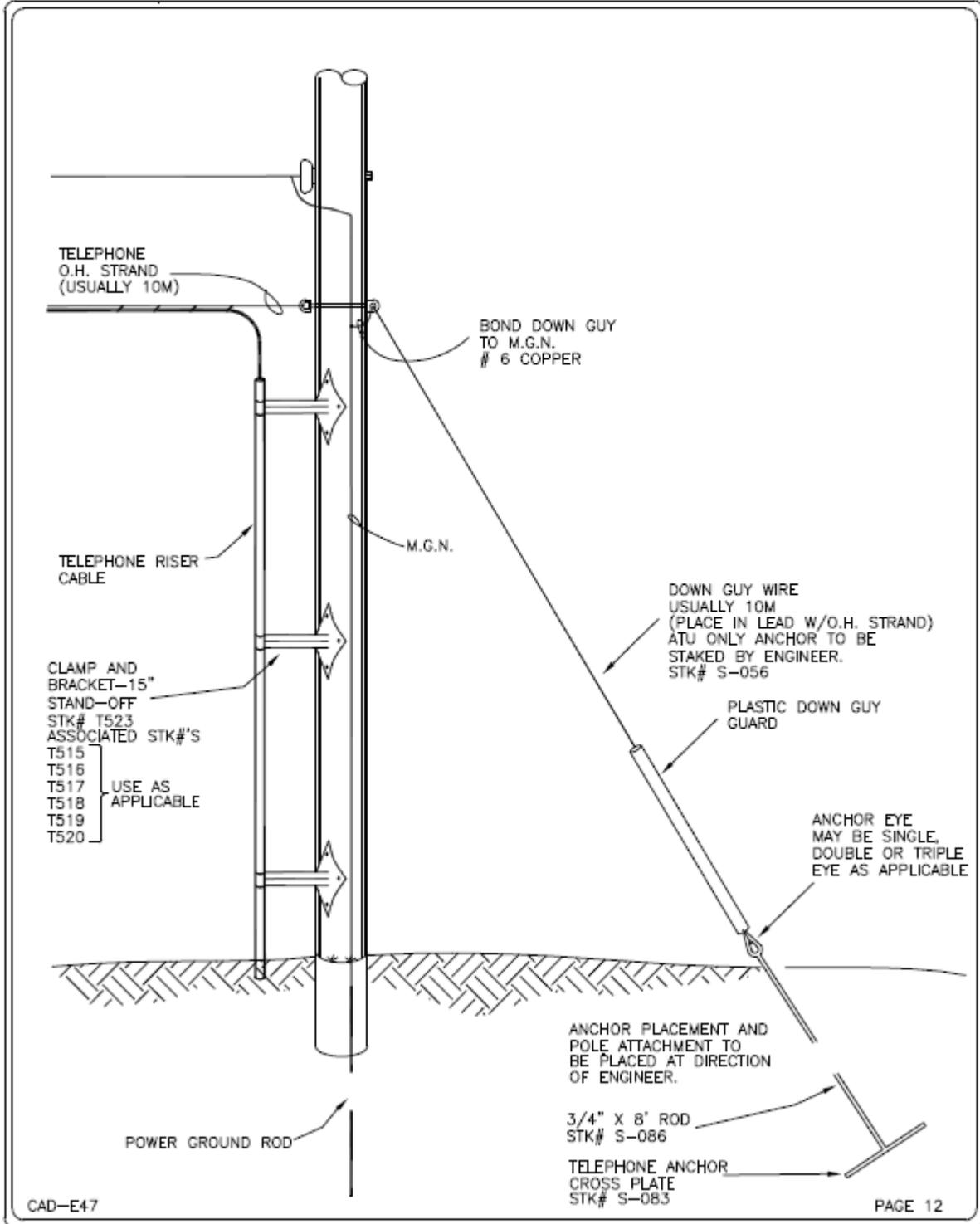
APPENDIX 'D'
PVC RISER DETAIL

DATE: 1/17/00



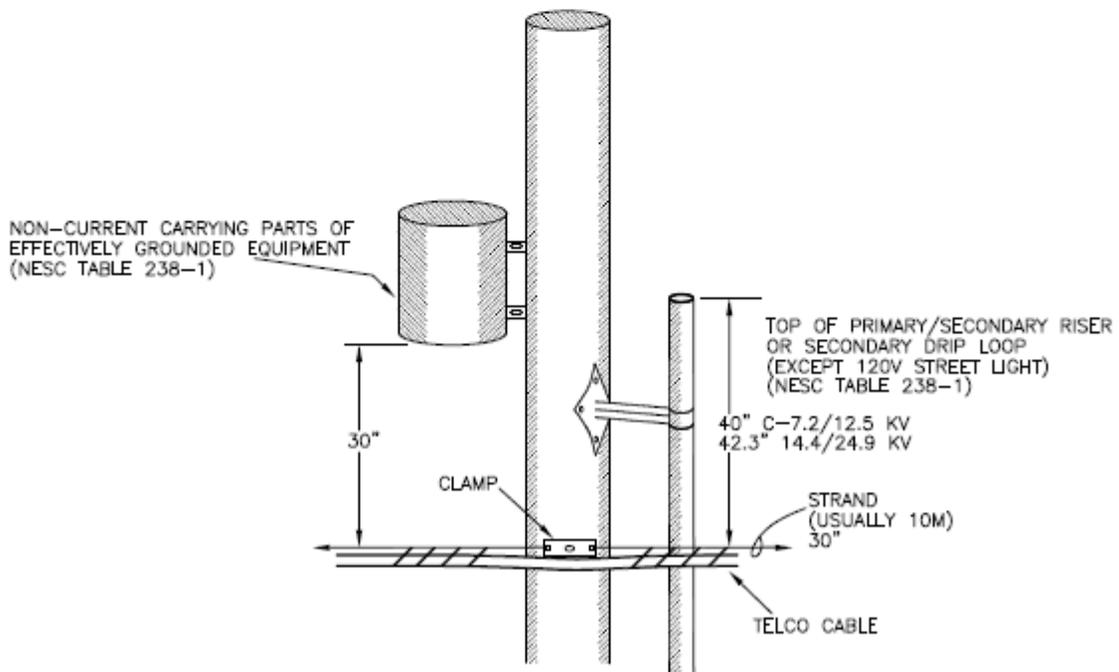
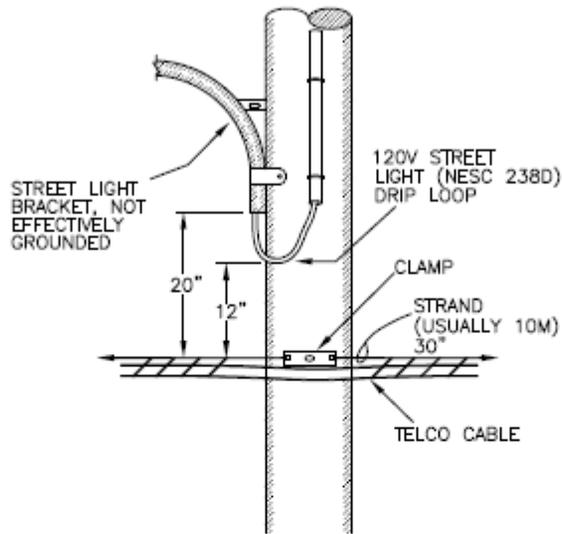






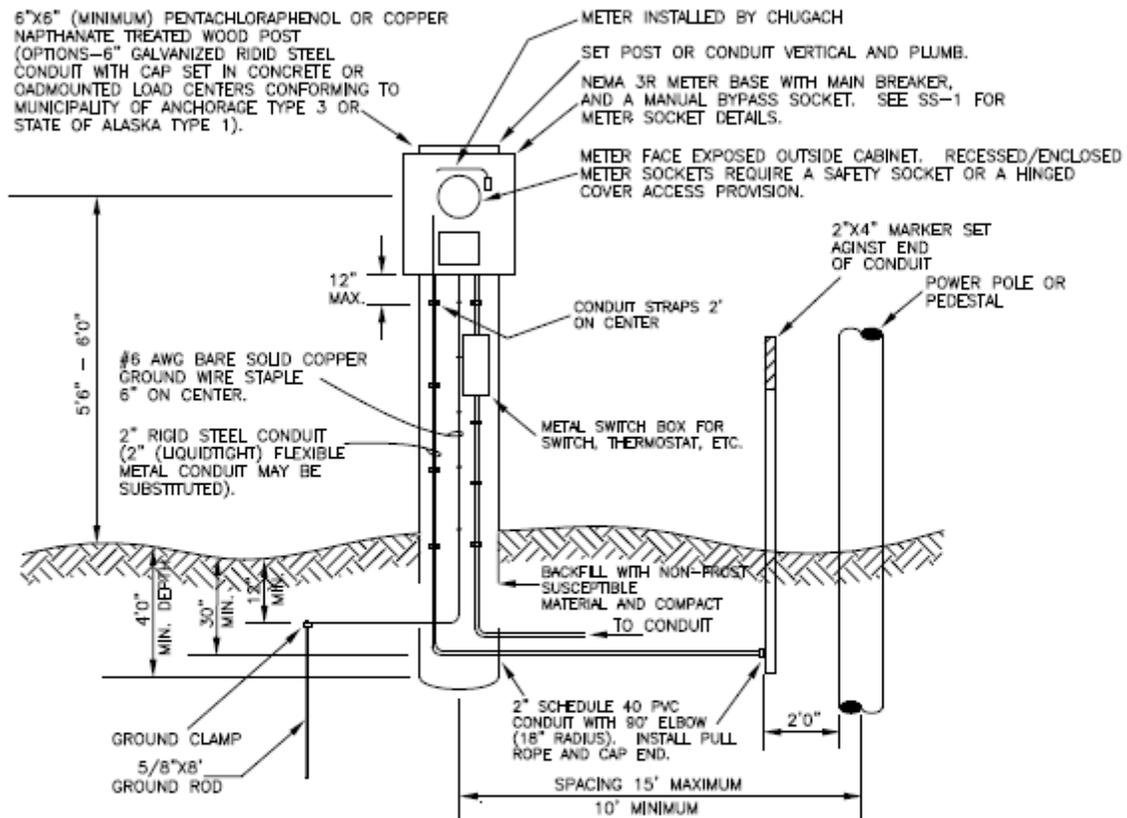
APPENDIX 'D'
POLE ATTACHMENT
AND CLEARANCE DETAIL

DATE: 1/17/00



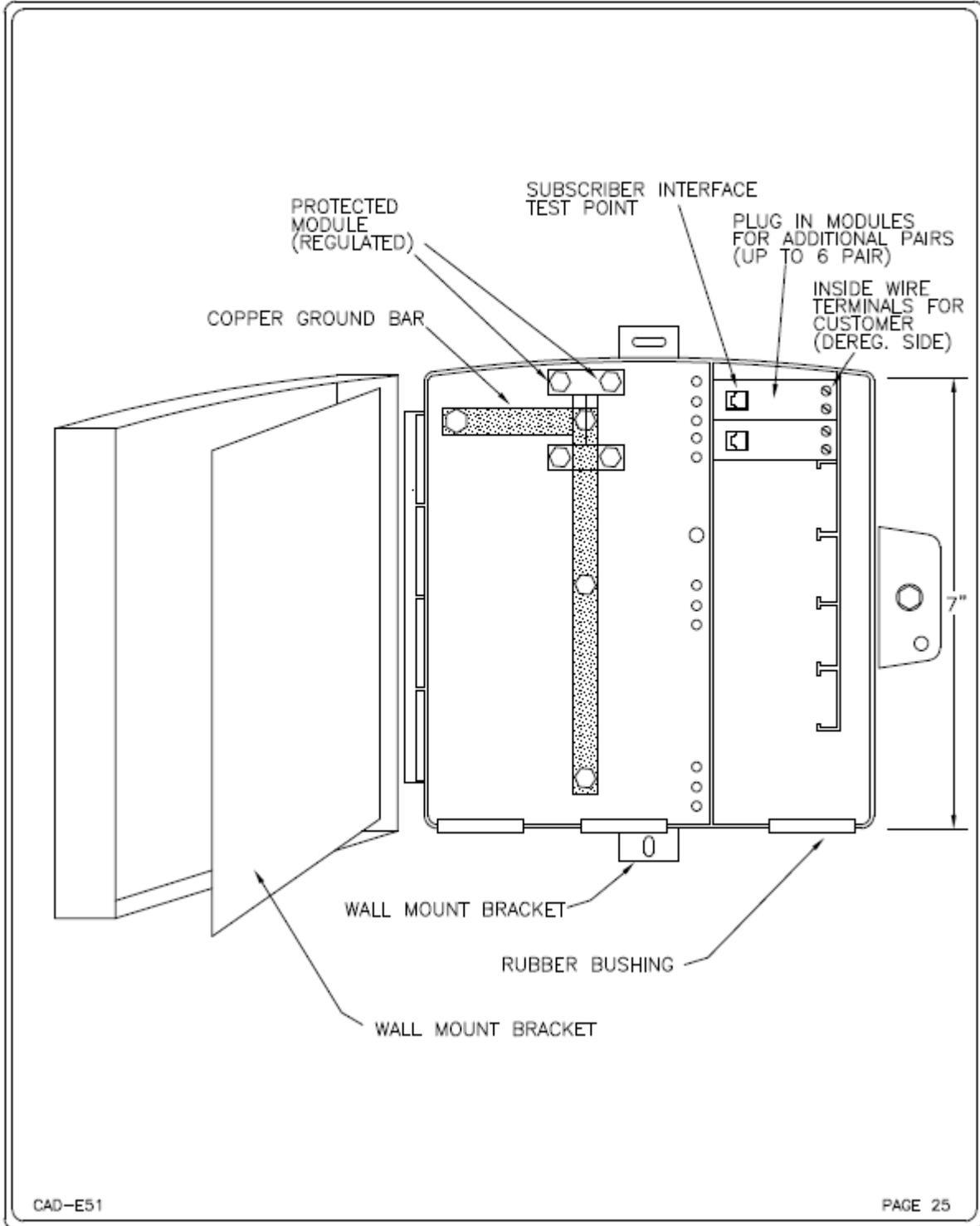
**POWER COMPANY
METER BASE DETAIL
TYPICAL**

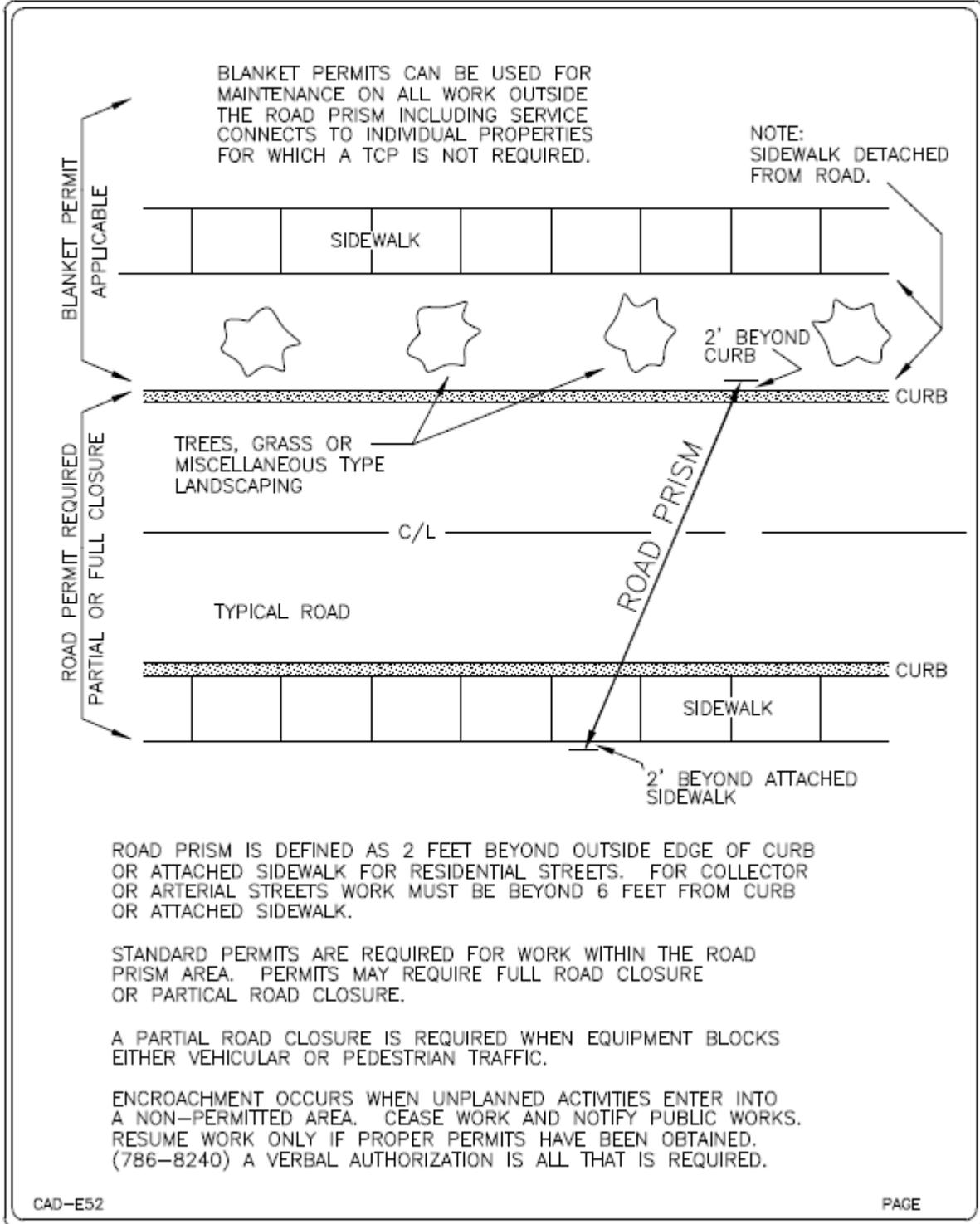
DATE: 8/19/98



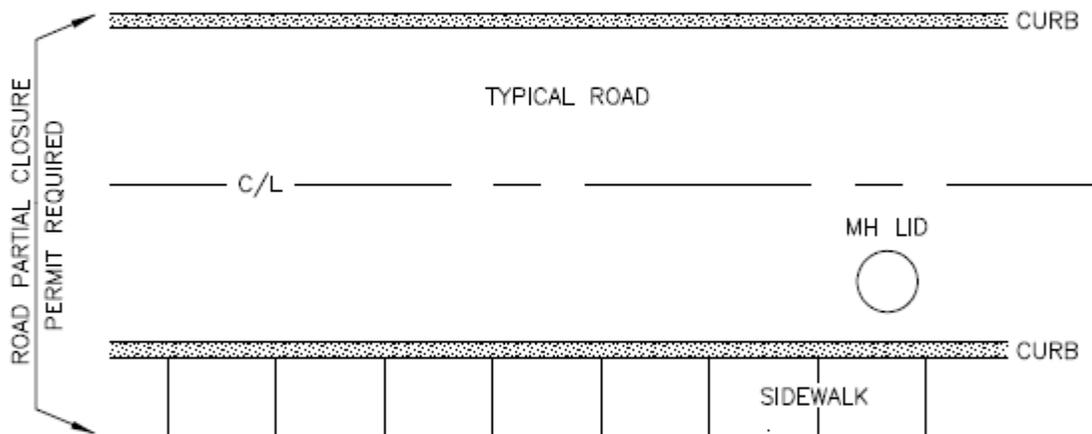
**DO NOT DRIVE GROUND ROD
WITHIN 3' OF CHUGACH
UNDERGROUND FACILITIES. CALL FOR LOCATES.**

CAD-E50

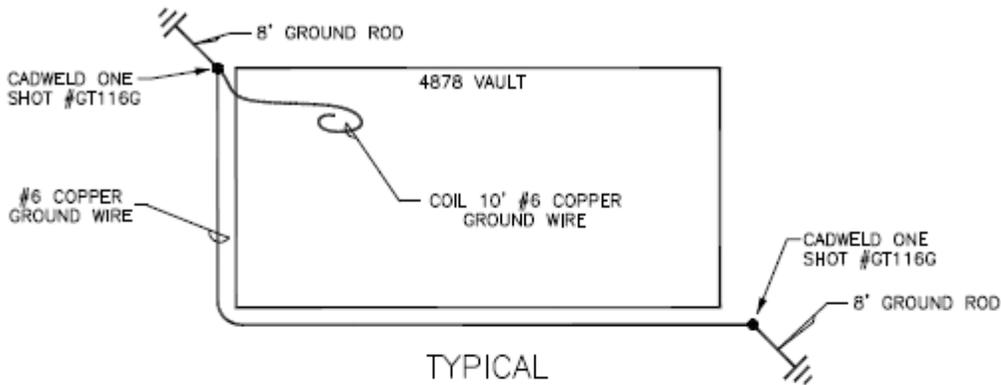




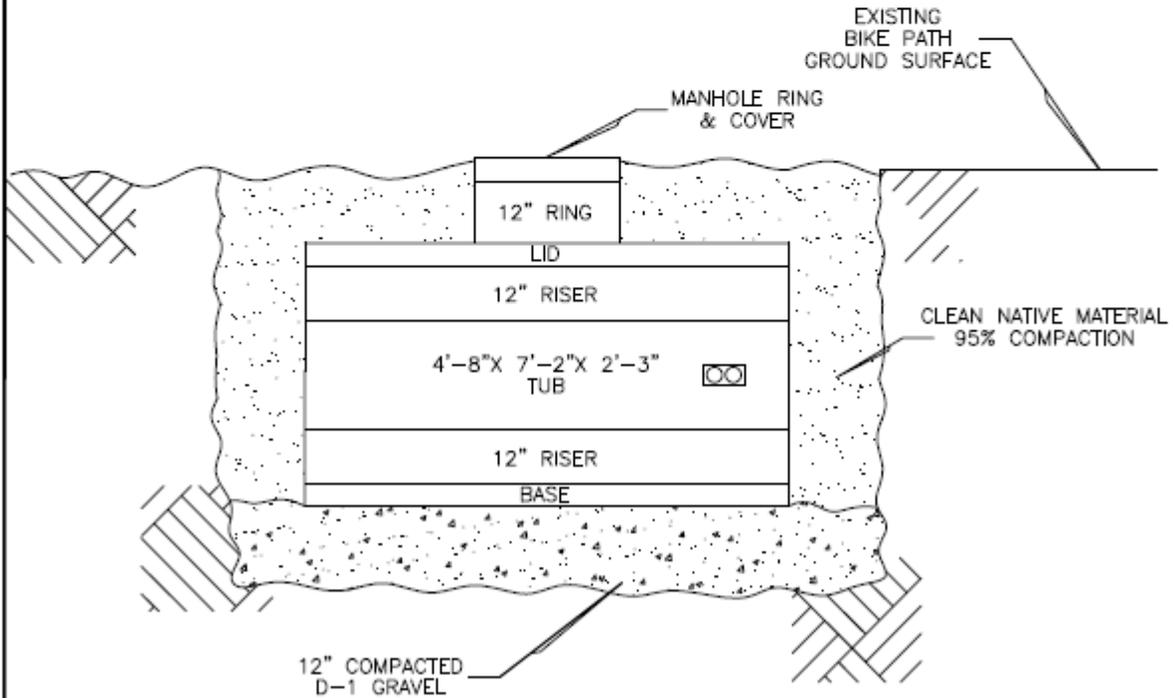
FOREMAN, MAY USE A BLANKET PERMIT FOR MH ENTRY
ON A RESIDENTIAL STREET ONLY.



MANHOLE ENTRIES WILL REQUIRE A PARTIAL CLOSURE PERMIT
AND A TRAFFIC CONTROL PLAN TCP WHEN MANHOLE IS LOCATED
ON A COLLECTOR OR ARTERIAL STREET.



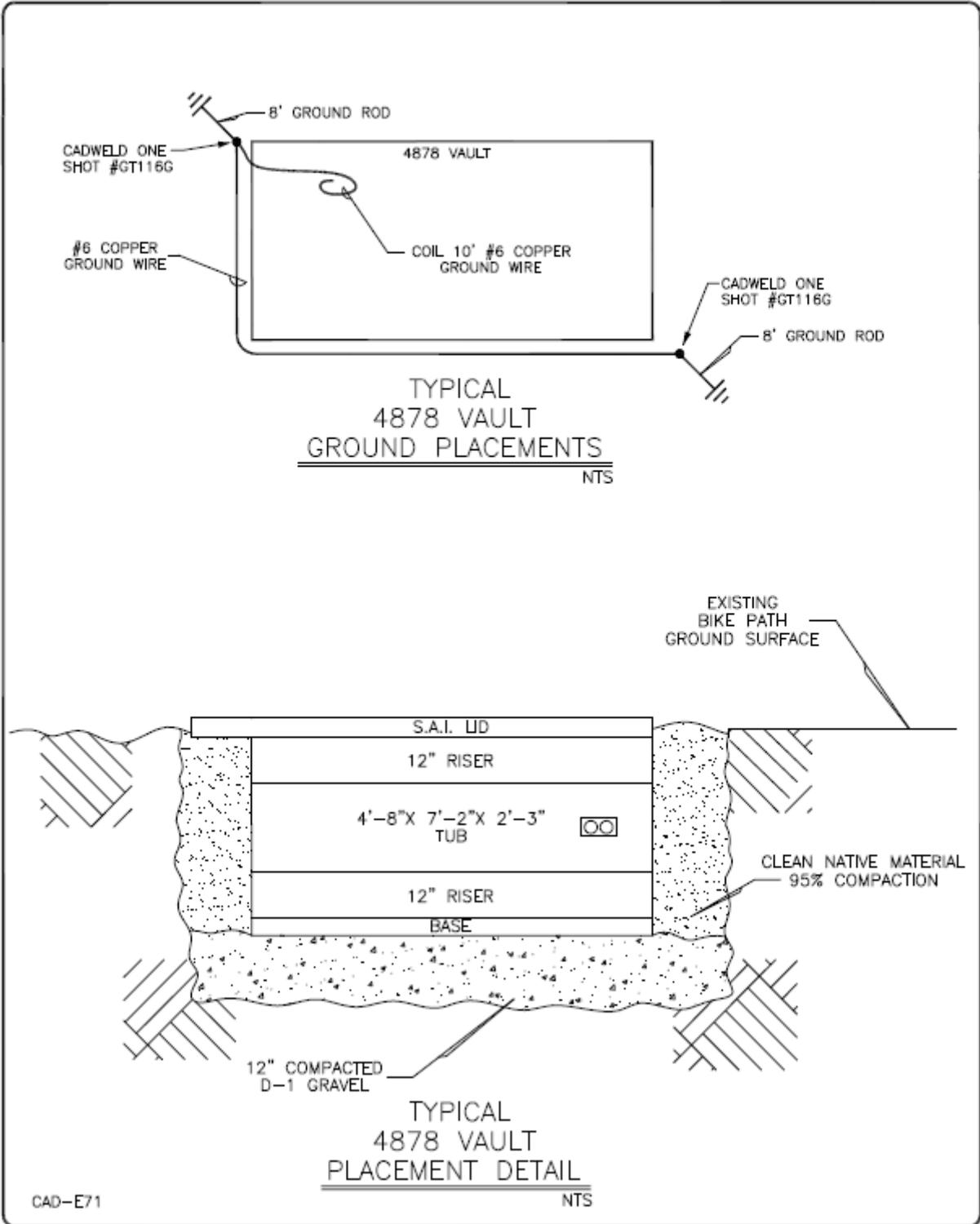
TYPICAL
4878 VAULT
GROUND PLACEMENTS
NTS



TYPICAL
4878 VAULT
PLACEMENT DETAIL
NTS

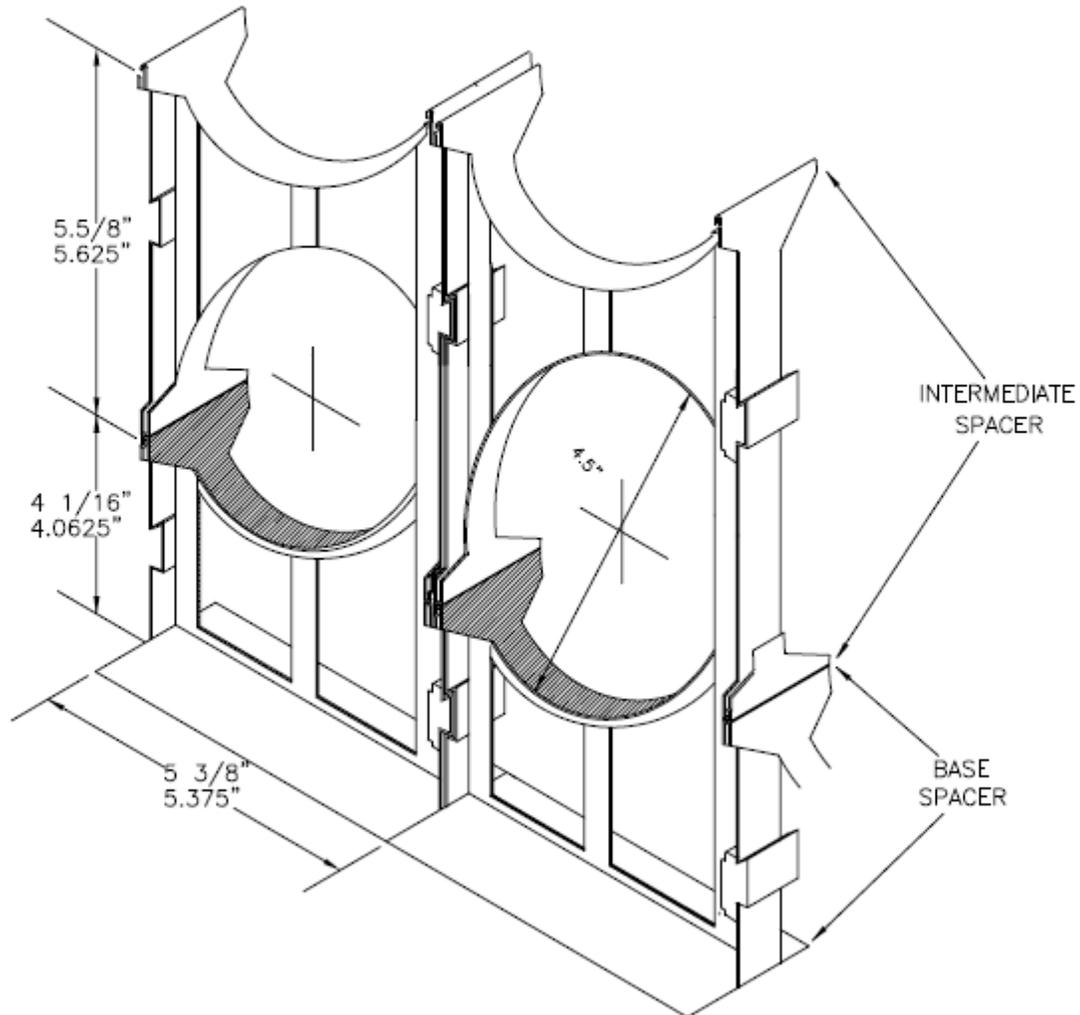
CAD-E70

Alaska COMMUNICATIONS **TYPICAL 4878 VAULT PLACEMENT DETAIL** **DATE: 4/18/00**



CARLON PLASTIC SPACER DETAIL

1. INSTALL CARLON PLASTIC DUCT SPACERS AT 4 FOOT INTERVALS MINIMUM
2. INSTALL CONTRACTOR PROVIDED POLY BANDING AT EVERY THIRD SPACER MINIMUM
3. STAGGER JOINTS IN PVC SO THAT NO TWO JOINTS ARE CLOSER THAN 2 FEET

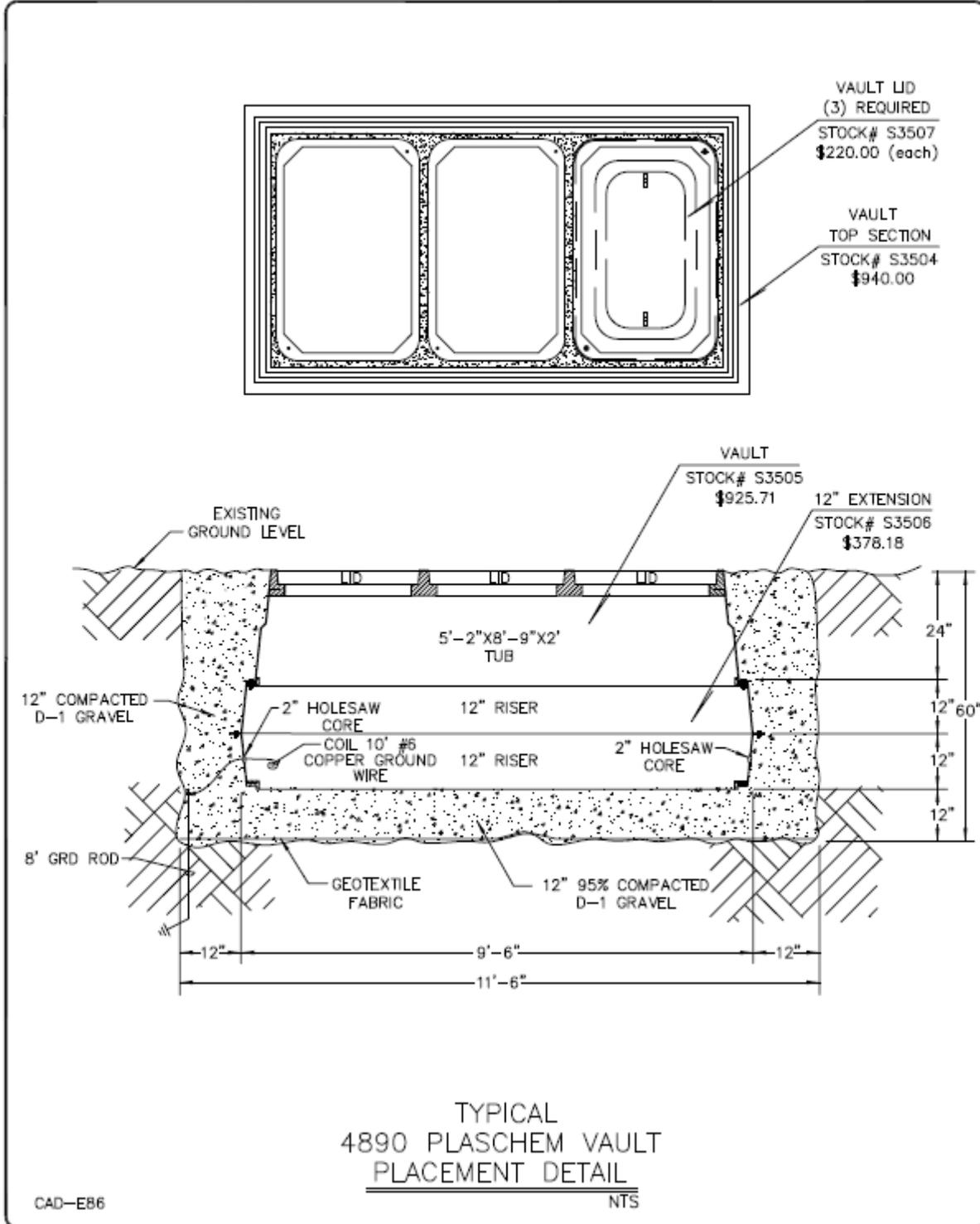


CAD-E82

TYPICAL
4890 PLASCHEM VAULT
PLACEMENT DETAIL

DATE: 9/17/01

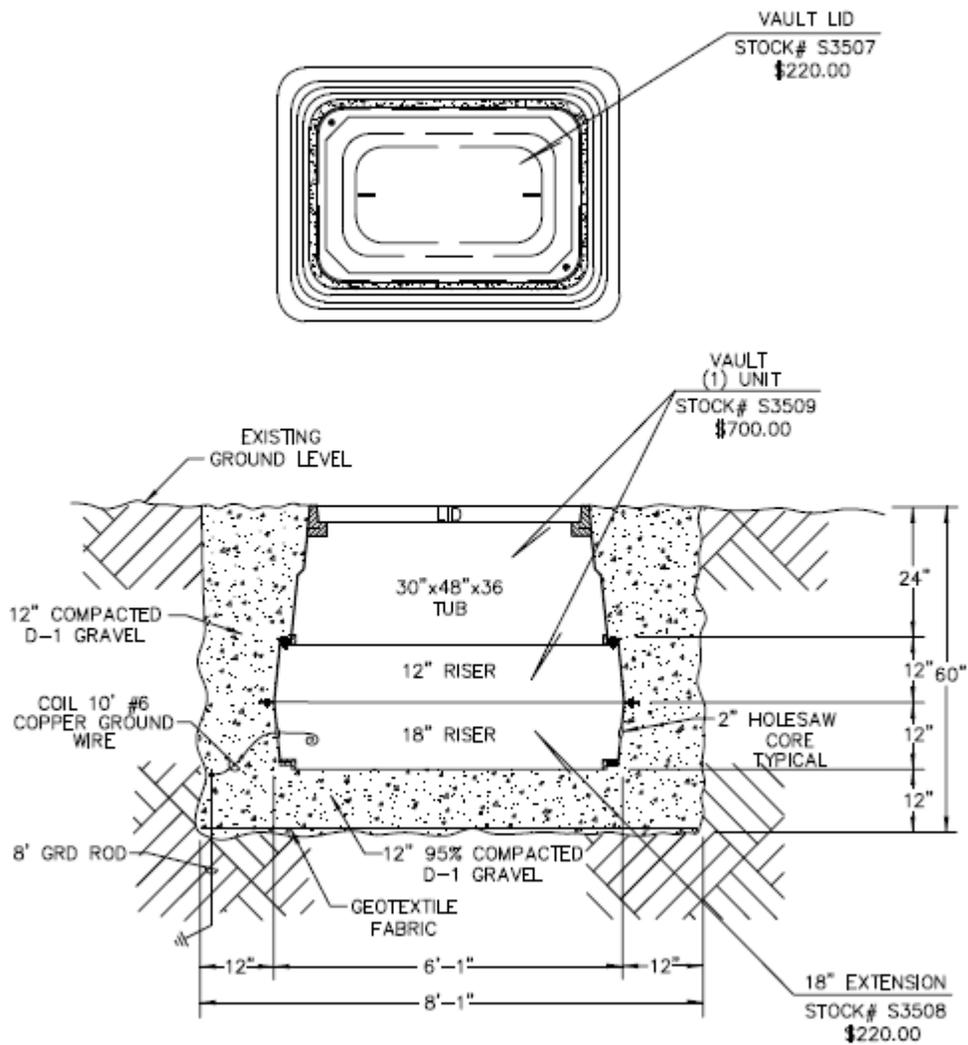
NTS



TYPICAL
3048 PLASCHEM VAULT
PLACEMENT DETAIL

DATE: 9/17/01

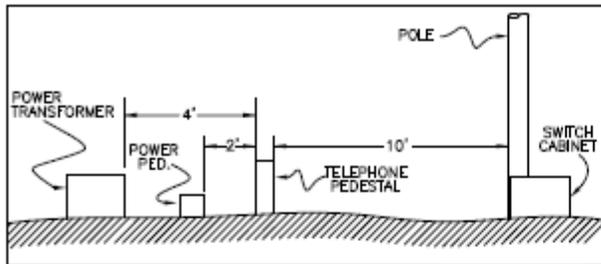
NTS



TYPICAL
3048 PLASCHEM VAULT
PLACEMENT DETAIL

NTS

CAD-E87

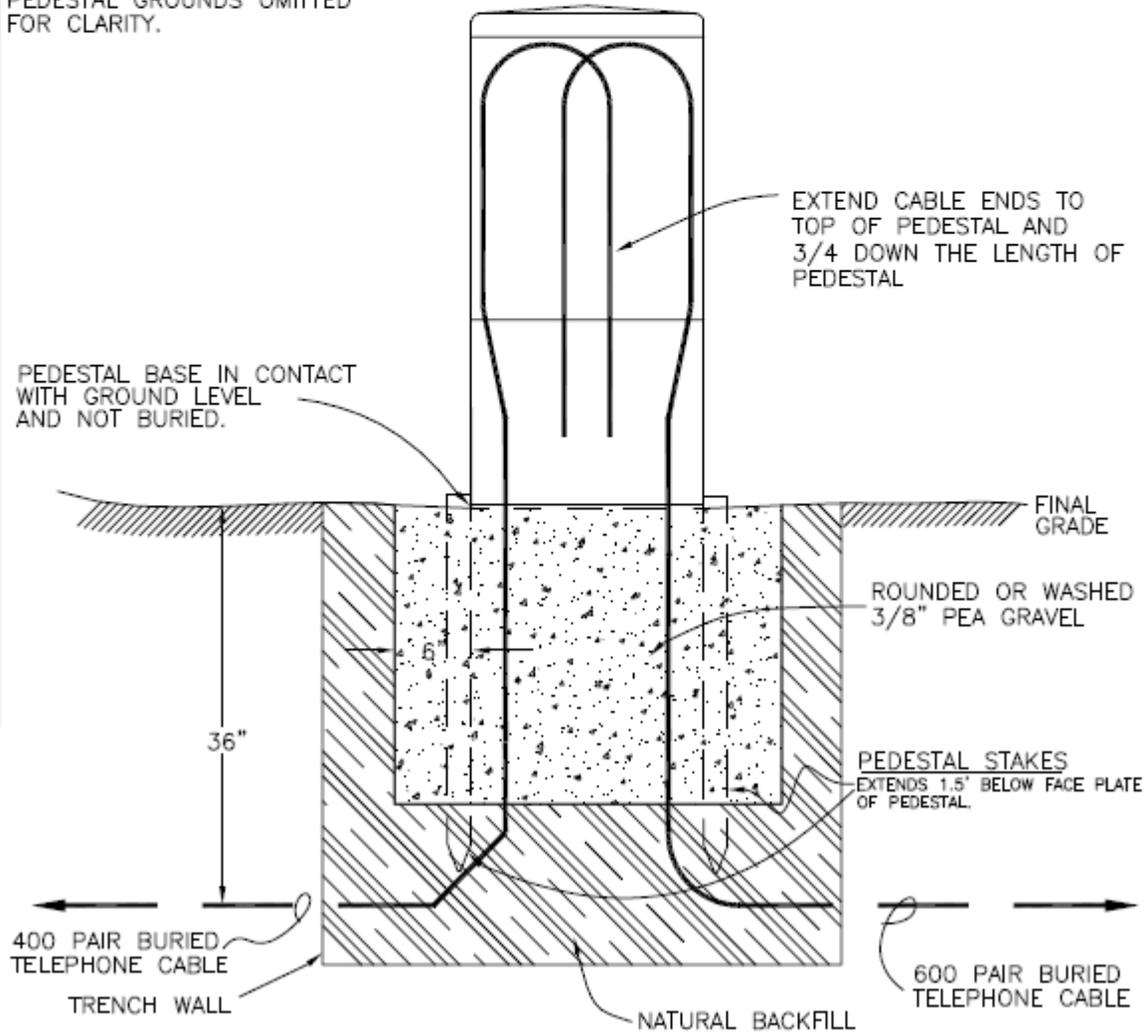


NOTES:

- 1) CABLES ARE PLACED TOWARD THE OUTSIDE OF THE PEDESTAL HOUSING AND THE SPLICE WILL "WATERFALL" IN THE CENTER.
- 2) EXTEND CABLE ENDS TO TOP OF PEDESTAL AND 3/4 DOWN THE LENGTH OF PEDESTAL.

**MINIMUM PLACEMENT
DISTANCES**

PEDESTAL GROUNDS OMITTED FOR CLARITY.



CAD-E105

EXHIBIT C

PROCEDURES FOR PICK UP AND RETURN OF WAREHOUSE MATERIAL

Requirements for Pick-Up of Warehouse Material

Alaska Communications requires at least three (3) Alaska Communications' working days advance notice to prepare the necessary cables, pedestals, conduit, etc. ("Materials") for pick up by the Contractor. Material shall be picked up for the complete project and not on an as needed, or a daily basis. If material is ordered at least 72 hours in advance, Alaska Communications will stage the material for pick up.

Contractor may give the required notice either in person or by calling the Alaska Communications Inspector to verify material pick up. The warehouse contact number for Central District (564-1919). When contractor gives its requirements/specifications to the assigned Alaska Communications Inspector and operations clerk, the clerk will give the Contractor a requisition number (called a "Material Reservation" number).

IF A CONTRACTOR DOES NOT HAVE A RESERVATION NUMBER, NO MATERIAL CAN BE PICKED UP OR RETURNED TO THE ALASKA COMMUNICATIONS WAREHOUSE.

The Contractor shall sign for materials at the time of receipt. The Alaska Communications warehouse personnel will be available for Material issuance between the hours of 7:30 AM to 4:00 PM daily except Saturdays, Sundays, and Alaska Communications holidays. Where it is necessary to open the warehouse for the Contractor's convenience and to procure special issuing of Material other than during these normal-working periods, the Contractor shall be billed for the time involved plus 25 percent handling overhead. The hourly wage and quantity of time incurred shall be that indicated as being required under the existing Alaska Communications/IBEW union contract. Storage and safekeeping of all Materials after pickup from Alaska Communications shall be Contractor's responsibility. All unused Materials shall be returned to the warehouse upon completion of the project.

WHEN A CONTRACTOR EITHER PICKS UP OR RETURNS UNUSED MATERIAL FROM THE ALASKA COMMUNICATIONS WAREHOUSE, ALL LOADING AND UNLOADING OF THE CABLE WILL BE DONE ONLY BY ALASKA COMMUNICATIONS PERSONNEL.

Materials are staged by work order reservation and the materials issued are called out by the engineer.

UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE ALLOWED TO BE ISSUED MATERIAL OTHER THAN WHAT WAS CALLED OUT FOR BY THE ENGINEER WITHOUT A SIGNED MATERIAL REQUEST BY THE ALASKA COMMUNICATIONS INSPECTOR OR PROJECT ENGINEER.

Requirements for Return of Warehouse Material

At the end of an Alaska Communications project unused Material must be returned to the Alaska Communications warehouse within twenty-four (24) hours of the project completion date. All unused issued Material not returned to Alaska Communications within this twenty-four-hour period will be charged to the Contractor, including, and not limited to an administrative charge of \$100.00



per occurrence, and deducted from the Contractor's invoice. The Contractor shall not reuse issued Materials on any other Alaska Communications projects, and shall return those unused Materials at the end of each project.

A Return-To-Stock form must be obtained from the operations clerk in order to return Material to the Alaska Communications warehouse.

It is the Contractor's responsibility to ensure that all unused Material is returned to stock utilizing the Alaska Communications Project work order number to which it was originally charged. Alaska Communications Project work orders are located in the lower right-hand corner of your issued construction print. **IT IS THE CONTRACTOR'S OBLIGATION TO MAKE SURE THE CONTRACTOR'S RETURN-TO-STOCK FORM IS SIGNED BY AN ALASKA COMMUNICATIONS WAREHOUSE PERSON CERTIFYING THAT THE MATERIAL HAS BEEN RETURNED TO ALASKA COMMUNICATIONS' WAREHOUSE.**

Contractor must keep a signed copy of the contractor's Return-To-Stock form. All Alaska Communications cable carries sequential footage numbers every two- (2) feet. Contractor must record both the start and ending cable footage numbers for each cable run installed on the construction prints. When the cable installation is complete, Contractor must return the reel with all unused cable to the Alaska Communications warehouse ensuring that the cable ending footage numbers appear on the Return-To-Stock form. Prior to return, cable ends must be secured and capped with cable caps issued by Alaska Communications for this purpose. All Buried Service Wire for drop services can be picked up in bulk and utilized until exhausted and/or returned at the end of the construction season.



EXHIBIT D AS-BUILT STANDARDS

The following procedures are the standards for as-building work performed for Alaska Communications Outside Plant Construction and Splicing:

ENGINEERING PRINTS

1. Update or “as-built” the Engineering blueprint **daily** and turn in to the Contract Administrator at the end of the project.
2. Redline placement of the following materials:
 - **Cable** (any size or type, including all wire) including *footages, reel numbers, start and stop numbers*.
 - **Conduit and Innerduct** (PVC, rigid, any size or type) including *footages and quantities, double runs, triple runs, quadruple runs, etc.*
 - **Pedestals and terminals** including *type of pedestal and terminal*.
 - **EMS**
 - **Down Guys**
 - **Grounds**
3. Color in **red** all operational symbols of the work that was performed (trapezoids, triangles, hexagons, circles, pressure symbols, etc.). Include date completed and Foreman’s (or Splicer’s) name. **Do not use initials.**
4. Color in **green** any operation that **was not performed** or deleted. Write a brief explanation as to why beside the operation symbol, along with the date and your name.
5. Redline **buried splices**
6. Redline materials **retired** (physically removed) or **abandoned**. Indicate if the material has been abandoned in place and not removed.
7. Splicers should clearly redline count changes and as-built the loop #’s at pedestals.

Engineering Print Changes

- Redline field changes to the **types** of materials placed.
- Redline field changes to the **location** of materials placed.
- Redline any **additional** materials.
- Cross through the **changed** quantity, type, or count change.
- Write (in red) the correct amount or type placed or the correct count change.

DETAIL SHEETS

All operations called for must be addressed as to their completion, including retirement - **DO NOT LEAVE ANY OPERATIONS BLANK:**

1. Update Detail Sheet **daily** and turn in to the Contract Administrator at the end of the project.



2. Record the **quantity** (or footages) of items placed. Write the amounts in the “**ACT QTY**” column.
3. Write the **date** the operation was performed in the “DATE” column.
4. Write your **name** (spell out) in the “CREW#” column.
5. Record the quantity (or footages) of **retired** or **abandoned** items in the “**ACT QTY**” column.

Detail Sheet Changes

- Cross through any **incorrect stock number**. Write the correct stock number in **red**.
- Record **additional** operations performed. Include the operation number, materials placed or work performed, your name and the date completed.
- Indicate work **not performed** or **deleted in green**. Write brief note explaining **why** the operation was not performed (in “NOTES” column).



EXHIBIT F
CONTRACTOR PERFORMANCE EVALUATION
(FORM)

Contractor: _____ NTP Date: _____
WBS Number: _____ Original Completion Date: _____
Contract Amount: _____ Actual Completion Date: _____
Change Order Number(s): _____
Amounts: _____

Note: All ratings lower than acceptable, as required, etc. require explanation in space provided.

1. Did Contractor keep Alaska Communications apprised of the work and/or changes to the Contractors schedule?

- No As Required Extra Effort

Explanation:

2. Did Contractor perform on schedule?

- No On Schedule Ahead of Schedule

Explanation:

3. Did Contractor perform the work in a safe manner?

- Need Prompting As Required Extra Effort

Explanation:



4. Contractor's interaction/coordination with Customers, Agencies and/or other utilities?
 Poor Acceptable Extra Effort

Explanation:

5. Contractors claims for extra compensation were:
 Excessive Acceptable None

Explanation:

6. Was the work performed within Alaska Communications standards?
 Under As Required Better

Explanation:

7. The quality of the work was:
 Poor Acceptable Excellent

Explanation:

8. Were all reports, certificates, as-built information, lien releases, etc., provided?
 No Late As Required

Explanation:

9. How did the Contractor perform clean-up, restoration, and punch-list work?

Poor

Acceptable

Better

Explanation:

10. Unused material returned on time?

Had to be billed?

Late

As Required

Explanation:

11. Follow up evaluation required?

Yes

No

Explanation:

12. Overall rating (% 0 to 100%)



Remarks:

Contractor Acknowledgement: _____ Date: _____

Prepared by: _____ Date: _____

Reviewed by: _____ Date: _____

Cc: Project file
Purchasing
Engineering Manager
Construction Manager



EXHIBIT G
CONTRACTOR'S FINAL PAYMENT CERTIFICATE
(FORM)

_____, certifies that (s)he is the _____
(Name of person making this statement) (Title of person)

of/for the contractor, _____ further certifies that (s)he is authorized
(Name of Contractor)

to and does make this certificate statement on behalf of the Contractor in order to induce Alaska Communications to make final payment to the Contractor, in accordance with the provisions of the Parties' construction contract.

_____, certifies that all persons and entities who/which have furnished
(Name of person making this statement)

labor, materials, or other services in connection with the parties' contract have been paid, in full.

_____, further certifies that all federal, state, and local taxes
(Name of person making this statement)

which are due on any labor, materials, or other services furnished in connection with the Parties' contract (including but not limited to unemployment taxes) have been paid, in full.

Contractor warrants that all materials have been accounted within the as-built and all unused materials have been returned to the owner. Contractor further warrants that the electrical administrator has reviewed all workmanship and that all defects in workmanship reported during the period of construction have been corrected.

Signature: _____
(Name of person making this statement)

Date: _____

Title: _____

Electrical Administrator: _____
(Signature)

Electrical Administrator: _____
(Print Name)

License Number: _____



**EXHIBIT H
SUPERVISOR'S REPORT OF ACCIDENT
(FORM)**



**ALASKA COMMUNICATIONS SYSTEMS
SUPERVISOR'S REPORT OF ACCIDENT**
All items must be answered fully within ONE business day of occurrence.

OCCUPATIONAL INJURY/ILLNESS PROPERTY DAMAGE MOTOR VEHICLE CUSTOMER INJURY OTHER

Company		Division		Department	
Employee's Name		Employee's Job Title		Hourly Wage Rate/Wage Rate	
Date of Hire	Time on Present Job	Job Being Performed at Time of Injury If Different from Above			
INCIDENT DETAILS					
Date of Accident	Time of Accident <input type="checkbox"/> AM <input type="checkbox"/> PM	Date Reported	Vehicle Number	Property <input type="checkbox"/> Commercial <input type="checkbox"/> Private	
Accident Location (specific area)					
Owner/Occupant Tenant Name	Address	Business Phone	Home Phone	Contact Hours	
Did Employee stay on Job? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was drug screening conducted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was first aid given? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date returned to work		
Witness(es) to Accident (1) (2)		Amount Damage to ACS	Amount Damage to Others		
Was an investigation made at the incident location? <input type="checkbox"/> Yes <input type="checkbox"/> No		Was the Employee(s) involved present at the investigation? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Nature and extent of Injury/Illness/Damage					
Describe the Incident <i>(include a sketch on a separate piece of paper for all vehicle incidents and as appropriate for other types of incidents)</i>					
Describe applicable training <i>(and date received)</i> and equipment employee received to perform the job safely.					
What is the "root cause" of this incident? * <input type="checkbox"/> People <input type="checkbox"/> Procedure <input type="checkbox"/> Hardware <input type="checkbox"/> Environment Explain:					
What solutions/actions have been taken to correct/prevent incident recurrence?					
Who is responsible for the above solutions/actions?			Do you think a claim will be made against the company? <input type="checkbox"/> Yes <input type="checkbox"/> No		



- * "Unsafe" acts and "unsafe" conditions are symptoms of a problem, but they may not be the "root" or underlying cause of the incident. For example, an employee falls from a defective ladder; an "unsafe" act is climbing a defective ladder; an "unsafe" condition is the defective ladder. Possible "root cause(s)" of the incident could be the employee was not properly trained to inspect a ladder for defects, the employee chooses to use a defective ladder, funds are not available to replace the defective ladder, the policy requiring employees to regularly inspect their ladders was not effectively enforced.

MANAGEMENT			
Employee's Immediate Supervisor <i>(print or type)</i> [Redacted]	Signature	Date	Phone Number
Department Head/General Manager <i>(print or type)</i> [Redacted]	Signature	Date	Phone Number



**EXHIBIT I
CONTRACTOR'S RETURN TO STOCK
(FORM)**

Date: _____ Time: _____ Work Order #: ____ - ____ - ____

Location/Jobsite: _____

Returned by: _____ (Name) _____ (Contractor)

CABLE AND INNERDUCT						
Stock #	Description	Reel #	Start #	Stop #	Qty Used	UOM

CONDUIT (including sweeps, elbows, couplings, etc.)			
Stock #	Description	Qty Returned	UOM



PEDESTALS, VAULTS, CABINETS			
Stock #	Description	Quantity Returned	UOM

MISCELLANEOUS INVENTORY			
Stock #	Description	Quantity Returned	UOM

**** DAMAGED/UNACCEPTABLE MATERIALS ****

Stock #: _____

Description: _____

Type of Damage (please be specific):



Scrap *This material is unacceptable to return to inventory and will be returned to Contractor.

Returned material received by: _____

Date: _____

Date routed to Construction: _____



SCHEDULE 1
to
Alaska Communications
Master General Construction Agreement
ENTITIES

Alaska Communications, as used in the Agreement includes the following entities as applicable:

- Alaska Communications Internet, LLC, an Alaska limited liability company;
- ACS Long Distance, LLC, an Alaska limited liability company;
- ACS of Alaska, LLC, an Alaska limited liability company;
- ACS of the Northland, LLC, an Alaska limited liability company;
- ACS of Fairbanks, LLC, an Alaska limited liability company;
- ACS of Anchorage, LLC, a Delaware limited liability company;
- ACS Cable Systems, LLC, a Delaware limited liability company; and
- ACS Wireless, Inc, an Alaska corporation.