

APPENDIX C **UPC GENERAL TERMS**

Section 1 Definition of Terms

- 1.1 “AHJ” means the authority having jurisdiction, which may include local, state, or federal agencies, building officials, fire marshals, regulatory bodies, or any other entity legally empowered to interpret and enforce applicable codes, standards, permits, or safety requirements.
- 1.2 “Alaska Communications Administrator” or “Administrator” means Alaska Communications Sr. Manager, Project- Construction Services Network Infrastructure & Planning, or a designee.
- 1.3 “Alaska Communications Project Manager (PM)” means the Alaska Communications Project Manager assigned to the project or a designee.
- 1.4 “Alaska Communications Service Areas” means the corporate service areas as defined by the Regulatory Commission of Alaska (RCA), which at present includes Anchorage, the Class B service on Elmendorf ABB and Fort Richardson, Fairbanks, North Pole, Nenana, Fort Wainwright, Eielson ABB, Delta Junction, Kenai Peninsula, Kodiak, Juneau, Sitka, Yakutat, and all other outlining communities that Alaska Communications services.
- 1.5 “Cable Splicer” means a person who, by training, education and/or experience, is qualified and capable of competently performing the following tasks:
 - A. Routine maintenance on all forms of communications OSP cable
 - B. Making sheath openings
 - C. Rearranging counts
 - D. Installing load coils and closures of various types
 - E. Splicing copper pairs and optical fibers
 - F. Reading and interpreting schematics, cut sheets and drawings

“Cable Splicer” shall possess a fundamental knowledge of the following communications technologies:

 - A. Transmission fundamentals
 - B. Splicing procedures
 - C. Cable identification
 - D. Pressurization
 - E. Test equipment
 - F. Maintenance practices
 - G. Bandwidth services
- 1.6 “EAD” means a licensed Electrical Administrator registered with the State of Alaska to perform work on Outside Communications. Approved Electrical Administrator categories are the Unlimited Linework (UL) or Outside Communications (OC).

- 1.7 "Equipment" means all Contractor supplied vehicles, machinery, and tools required to perform all installation of buried, underground, and aerial cable.
- 1.8 "FSA" means the Fiber Serving Area that is associated with the Passive Cabinet boundary.
- 1.9 "Labor" means those qualified, certified, and skilled personnel employed by Contractor and who accomplish all the tasks assigned to Contractor under the SOW. Contractor is responsible to supply personnel who are qualified and knowledgeable in the working field of communications straight line, line, and splice work.
- 1.10 "NTP" means Notice to Proceed, which is a formal authorization that allows work to begin on a specific project or task associated with the broader Statement of Work (SOW). Multiple NTPs may be issued under the same SOW.
- 1.11 "ONT" means an Optical Network Terminal being inside or outside mounted per manufacturer's specifications in accordance with the project drawings. Exact mounting location will be field verified with the property owner's representative and Alaska Communications.
- 1.12 "Project Engineer" means the Alaska Communications engineer or representative responsible for the project.
- 1.13 "SOW" means the Statement of Work legal document that provides the overall project scope, objectives, deliverables, and timelines for the project.
- 1.14 "TCP" means the Traffic Control Plan prepared for and provided by ACS or its engineering vendor.
- 1.15 "Telephone Lineman" or "Lineman" means a person capable of performing all related tasks regarding the installation and maintenance of buried, aerial, and underground outside plant construction. Must be able to access poles and operate various trenching and excavation machines, earth augers, winches, etc. Clears right of way, constructs manhole and duct systems, erects poles, strings messenger, set anchors, places, or strings cables, trenches, and backfills, as well as other related tasks associated with installation and maintenance of the outside cable plant.
- 1.16 "Override" means pushing or blowing micro duct in a 1 – 1 ½ inch duct occupied by other facilities.

Section 2 Scope of Services

Contractor shall provide Alaska Communications with installation of Alaska Communications and Contractor supplied materials as per the Unit Descriptions in accordance with the project documents. Contractor shall furnish all Labor, transport, Equipment, installation, supervision, restoration, and other incidentals as well as any required re-work necessary to successfully complete the project in accordance with the project documents for the prices specified in the Unit Price Schedule. When a description requires work to be done but does not specifically mention one or more of the incidental items listed

above that are required to do the work those items as well as any required re-work are included at no additional charge.

All work performed under the SOW will be assigned by Alaska Communications Administrator or PM, performed by Contractor, under Contractor's supervision, subject to the inspection of an Alaska Communications representative.

All workmanship will be in accordance with the work specifications as detailed in this SOW, all current RUS standards, Alaska Communications MGCA, and all applicable laws and regulations.

ACS will pay for all required surface restoration. Contractor is responsible for coordinating, scheduling, and ensuring restoration is completed in accordance with project requirements, AHJ standards, and the UPC. Restoration must be documented and included in the closeout package.

Clean-up operations shall follow construction continuously throughout the project. Contractor shall always keep the project site clean and free of excess equipment, materials, and rubbish incidental to their work. Contractor shall restore existing drainage patterns disturbed because of their operations, including but not limited to re-establishing ditches, swales, and flow lines to their original condition and grade. Roadways and walks shall be swept clean of all spoil from excavations. Waterways shall be protected from construction runoff contamination. Repair of any signs of construction activity such as gouges in asphalt, ruts in graded areas, etc. Contractor shall provide video print and photographs of the route to include any existing damaged areas prior to start of operations for reference.

Section 3 Contractor's Point of Contact

Contractor shall designate One Point of Contact for the UPC Program. Contractor's POC will work with the Administrator or their designee.

Section 4 Time for Performance and Completion

Alaska Communications shall issue a Notice to Proceed (NTP) on a per project basis and time for performance will be determined accordingly. Contractor shall commence construction within 10 working days of the NTP unless otherwise instructed by the ACS Administrator. Contractor shall notify the ACS Administrator in writing at least 48 hours prior to its commencement of construction operations.

Each NTP will typically identify:

- A. Project description, limits, and drawings/detail
- B. Authorized Units and preliminary quantities
- C. Required schedule, start date, end date, constraints, and milestones
- D. Applicable permits, applicable pole calcs, applicable surveys
- E. Any specific and/or additional submittals and closeout deliverables required for acceptance

Contractor shall perform work only after receiving an ACS issued NTP.

Contractor may ask for time extensions only if delays are not the direct responsibility of Contractor.

Section 5 Job Status Reports

Contractor will provide (via email) a weekly report to the ACS Administrator outlining the status of each ACS project to include the project number, work completed, and the percentage left to be completed. Contractor shall attend weekly status meetings with ACS. Depending on the project needs, as determined by the Administrator, Contractor may be required to provide a daily status update in writing. Daily status updates may be required via ACS project management software.

Section 6 Permitting

ACS will obtain the majority of permits required for the work. However, Contractor shall be responsible for securing certain permits when required under applicable local, municipal, or state statutes, ordinances, or regulations. When Contractor-obtained permits are required, Contractor shall coordinate directly with the Authority Having Jurisdiction (AHJ) and ensure all conditions are met. ACS will reimburse permit fees only where specified in the project package or the UPC SOW.

Section 7 Traffic Control

In accordance with Section 21 of the MGCA, Contractor shall be responsible for all barricades, signs, and setups for work outside of road ROW during all phases of Contractor's work. All barricades and traffic control will be in accordance with all federal, state, and local regulations. Contractor shall supply and use working signs and traffic cones around parked equipment at all times. Contractor shall ensure that project sites are barricaded and maintained throughout the life of the project. All traffic control shall be considered incidental to the SOW.

For all projects requiring Traffic Control Plans (TCP), Alaska Communications will provide the TCP. Contractor shall coordinate with the vendor for traffic control device set ups. In the event Contractor provides its own traffic control services (TCS) all individuals must have ATSSA (American Traffic Safety Services Association) certification and certification must be submitted to the Administrator.

ACS will pay for all traffic control costs. Contractor is responsible for planning, coordinating, scheduling, and implementing traffic control in compliance with AHJ requirements, including preparation of MOT/TCP submittals where required. Traffic control must be integrated into Contractor's work sequence and safety planning.

Section 8 Locate Services

Pursuant to Section 22 of the MGCA, Contractor shall have complete responsibility for locating and protecting existing utilities within the project alignment in accordance with federal, state, local, and municipal ordinances. Contractor shall be responsible for the costs incurred for Contractor caused damage to existing utilities.

Contractor shall ensure all locates are in place and be responsible for coordination of all locates prior to mobilizing crews to the project site. Contractor shall be solely responsible for providing locates for all

utility services on private property when no easement is present and coordinating such locates with the property owner for any privately owned facilities i.e., septic fields, underground fuel lines, secondary power lines, etc.

Section 9 Reference Stakes and Surveying

Benchmarks and/or reference points have been identified and/or placed initially by Alaska Communications Administrator and the horizontal and vertical reference locations are indicated in the project drawings. Contractor shall ensure that all required construction surveying work is completed in strict conformity with all federal, state, local, and municipal ordinances to include Municipality of Anchorage Standard Specifications (M.A.S.S.) Division 65- Standard Construction Specifications for Construction Survey.

At various points throughout the Services provided under the SOW, Contractor's operations may disturb existing survey monuments, benchmarks, or referenced points. If Contractor disturbs these items, Contractor shall replace them at Contractor's expense.

All telephone handhole/manholes and running lines shall be staked by the surveyor at the alignment and elevations indicated on the plans. It shall be Contractor's responsibility to schedule a physical check of all line and grades prior to placement of handholes/manholes and conduit. These elevation checks shall include handhole/manhole bottom elevations and handhole/manhole top elevations, to assure adequate clearance for handhole/manhole lids from final grade. All handholes/manholes shall be constructed within an allowable tolerance of 0.1-foot of the plan location and elevation in any phase of construction. Handholes/manholes shall be staked at two long side corners. All stakes will show offset from project centerline. ACS shall provide all centerline and cut stakes at both ends of all bore alignments as required by project. Contractor shall be advised when required by individual project; Contractor shall provide reference staking and survey.

ACS will pay for and coordinate all surveying services required for the work. Contractor shall cooperate with ACS's survey personnel and incorporate survey information into construction execution, staking, and as-built documentation.

Section 10 Materials

Alaska Communications will provide the major materials as noted in the applicable description provided in the Unit Descriptions. Contractor shall provide all other materials required to install the unit per the Unit Description, the RUS, and the specifications provided herein.

Major material shall include but not be limited to poles, aerial hardware, conduit, manholes, handhole/manholes, pedestals, terminals, splice cases, fiber patch panels, fiber cassettes, cable, inner duct, micro duct, couplings for duct and innerduct, repeater housings, and circuit cards.

Section 11 Equipment

Contractor shall furnish all required equipment and personnel within 14 calendar days of Notice of Intent to Award. Failure to meet this requirement may result in the SOW not being executed or being terminated for default.

Section 12 Insurance Requirements

In addition to the requirements set forth in Section 18 of the MGCA, the following shall apply:

Contractor shall submit a certificate of insurance completed by Contractors' insurance company and to Alaska Communications for review and approval within five calendar days of the Notice of Intent to Award.

Section 13 Inspection and Retention of Records

Contractor shall, at any time during normal business hours and as often as Alaska Communications may deem necessary, make available to Alaska Communications for examination all of its records with respect to all matters covered by the SOW for a period ending one year after the date Contractor completes performance in accordance with the SOW and project documents. Upon request, and within a reasonable time, Contractor shall submit such other information and reports relating to its activities under the SOW to Alaska Communications in such form and at such times as Alaska Communications may require. Contractor shall permit Alaska Communications to audit, examine, and make copies of such records, and to make audits of all invoices, materials, payroll records of personnel, and other data relating to all matters covered by the SOW. Alaska Communications may, at its option, permit Contractor to submit its records to Alaska Communications in lieu of the retention requirements of this section.

Section 14 Documentation as a Condition of Acceptance

For Units where applicable, acceptance is contingent upon complete, legible, and reconciled documentation per the MGCA, UPC SOW, and specific project requirements.