

H B

144

An act making a special appropriation for the installation of a sprinkler system in the Yakutat Schools and providing for an effective date.

- * Amend by inserting a new section 2 and renumbering section 3 [2] and section 4 [3].

Section 2. The sum of \$130,000 is appropriated from the general fund for payment as a grant to the City of Cordova for purchase and installation of a sprinkler system and fire escape for the Mt. Eccles School in Cordova.

HB 144
Amendment Explanation:

- According to the state Fire Marshall's office, this must be completed before the start of the 1981/1982 school year.
- The building was built in 1956.
- It is 3 stories tall.
- It accomadates 225 students, (some as young as 5 years old).
- The building houses the maintenance facility for the school district.
- The building houses the kitchen facility for the district.
- The building is also frequently used by the general public for large assemblies for meetings, public programs, plays, and displays.

Phone: (907) 424-3437
or 424-3296

CITY OF CORDOVA

Box 1210 602 Railroad Ave.

CORDOVA, ALASKA 99574

"The Friendly City"

Reply to:

March 3, 1981

To: Mayor & City Council
From: City Manager
Subject: Fire Marshall Survey of Mt. Eccles School

Attached is a copy of the survey report prepared by Jack V. Oxford, DFM of the State Fire Marshall's office.

The items of concern are Item 2 - Exits and Items 4 & 7 concerning sprinklers. The school has been reviewed annually by the Fire Marshall and this is the first time that these items have been noted. I have contacted the State Fire Marshall, and it appears that some of the comments should have been suggestions. The Fire Marshall will have a representative in Cordova on March 10th to make a tour of the school with the Fire Chief and myself to determine exactly what must be done and the best method to accomplish the modifications.

cc: William Fairall, School Superintendent

CORDOVA PUBLIC SCHOOLS

BCX 140

CORDOVA, ALASKA 99574

PHONE (607) SA 4-3265

RECEIVED FEB 20 1981

February 20, 1981

Manager, City of Cordova
Cordova, Alaska

Dear Mr. Lovatt,

The attached notification 'Notification to Remove or Remedy Fire Hazards and Improve Fire Safety' contains a number of items that fall within the City's responsibility. Those items that are routine maintenance and can be accomplished by our maintenance staff will be corrected.

Your attention to the remaining items will be appreciated.

Sincerely,



William Fairall, Superintendent

RECEIVED FEB 10 1981

JAY S. HARRISON, GOVERNOR

William Nix

Commissioner

DEPARTMENT OF FIRE PREVENTION

DIVISION OF FIRE PREVENTION

5333 Fairbanks Street Suite No 11
Anchorage, Alaska 99502
Phone: 272-2404

February 4, 1981

Notification to Remove or Remedy Fire Hazards and Improve Fire Safety
CERTIFIED MAIL #609566
RETURN RECEIPT REQUESTED

Mr. William Fairall, Supt.
Cordova Public Schools
P.O. Box 140
Cordova, Alaska 99574

Subject: Mt. Eccles School
UBC Group: E-1
Date of Survey: January 28, 1981
Surveyors: Jack V. Oxford, DFM I
Dewey Whetsell, Chief, Cordova
Volunteer Fire Department.

Dear Mr. Fairall:

The following deficiencies were noted during the above survey and are required to be corrected as indicated.

1. EXITS The first floor classrooms have only one approved exit.

A minimum of two approved exits are required and they shall be so arranged that it is possible to go in either direction from any point in a corridor to a separate exit, except for dead-ends not exceeding 20 feet in length.

Uniform Building Code Section 3304 (e) and Table #33-A.

1970 ✓
1979 ✓

COMPLIANCE DATE: Before start of 1981/82 school year.

2. There shall be no change in elevation of less than two (2) feet in a corridor or exterior balcony unless ramps are used (first floor corridor).

UBC Sec. 3317 (e)

1970 ✓
1979 ✓

COMPLIANCE DATE: Before start of 1981/82 school year.

3. The basement has only one approved exit.

Basements shall have not less than two exits.
UBC Sec. 3302 (a).

1970 ✓
1979 ✓

COMPLIANCE DATE: Before start of 1981/82 school year.

Mr. William Farrell, Supt.
Cordova Public Schools
February 4, 1981

page 2

4. In Group E Occupancies, basements larger than 1500 square feet in area, shall have an automatic sprinkler system installed.
UBC Sec. 3802 (b) (3)

1970 ✓
1979 ✓

COMPLIANCE DATE: Before start of 1981/82 school year.

5. The kitchen hood fire extinguishing system shall be serviced at least twice a year by a qualified person.
National Fire Protection Association Standard #96 Section 8.2.1.

6. The kitchen hood fire extinguishing system does not have an automatic fuel shut-off valve installed as required by NFPA #96 Sec. 7.3.1.3.

7. An approved automatic sprinkler system throughout the building is required by the 1979 Edition of the Uniform Building Code Section 3317 (b) as amended, which states:

"Rooms in a group E, division 1 occupancy used by students must have either direct exit to the exterior of the building or to an exterior exit balcony, or the building must be equipped throughout with an approved automatic sprinkler system; the sprinkler system must be electronically interconnected with the school fire alarm system."

1979 STATE
AMENDMENT
RETROACTIVE

COMPLIANCE DATE: Before start of 1981/82 school year.

8. The propane storage tank is located too close to the building.

Containers shall be located with respect to the building and adjacent property lines in accordance with Table #32.105 and the Uniform Fire Code Section 82.105 (d) (copy enclosed)

COMPLIANCE DATE: Before start of 1981/82 school year.

The above listed deficiencies constitute violations of the Alaska Fire Safety Code.

These deficiencies not having a specific compliance date shall be corrected by March 15, 1981.

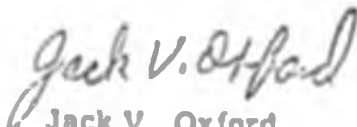
Mr. William Fairall, Supt.
Cordova Public Schools
February 4, 1981

page 3

It is requested that a letter certifying the above listed deficiencies have been corrected shall be sent to this office by March 20, 1981 and August 1, 1981, respectively.

Sincerely,

RONALD A. HENDRIE
~~Director, State Fire Marshal~~


By: Jack V. Oxford
Deputy Fire Marshal I

RAH/SVO/lmc

cc: Chief, Cordova Vol. Fire Dept.

enclosure

THE FOLLOWING DOCUMENT(S) MAY NOT FILM
LEGIBLY BECAUSE OF POOR QUALITY OF THE
ORIGINAL.

by strength of approved construction, or (ii) protected by an approved system for application of water, or (3) protected by other approved means. Where one of these forms of protection is provided, the separation shall not be less than 25 feet between such container groups.

(c) The storage and transportation of liquefied petroleum gas and the installation of all pertinent equipment shall be installed and maintained in accordance with U.F.C. Standard No. 62-1 and subject to the approval of the chief. These orders shall apply to all persons and places within the jurisdiction except as herein provided.

(d) Containers shall be located with respect to buildings or line of adjoining property which may be built upon in accordance with the following table.

TABLE NO. 62-109

CONTAINER CAPACITY (in Gallons)	MINIMUM DISTANCE
Less than 100	5 feet
100 to 250	10 feet
250 to 1,000	25 feet
Over 1,000	50 feet

NOTE: At the discretion of the chief, containers may be located a lesser distance to building openings if the building has fire-resistive construction in accordance with the Building Code, provided the above distances applied to openings in buildings are maintained and the relief valves will not discharge in the direction of a means of egress or against the building.

(e) A stationary storage tank shall be not less than 10 feet from the nearest street line or sidewalk.

Parking and Garaging

Sec. 62.106. (a) The parking and garaging of tank vehicles used for the transportation of liquefied petroleum gases shall be in accordance with Article 77.

(b) During the unloading or transfer of liquefied petroleum gas, the tank truck shall be located or parked clear of a public thoroughfare, unless:

1. The failure to transfer would create a hazard.
2. It is impossible due to topography.

Prohibited Use of Liquefied Petroleum Gas

Sec. 62.107. (a) Liquefied petroleum gas shall not be used for the purpose of operating any device or equipment unless such equipment is specifically designed for use with a liquefied petroleum gas.

(b) Liquefied petroleum gas shall not be released to the atmosphere except through an approved liquid level gauge or other approved device.

Overfilling

Sec. 62.108. A person shall not fill or maintain a liquefied petroleum gas

container with liquefied petroleum gas in excess of the fixed outage 25 installed by the manufacturer or the weight stamped on the tank.

Safety Devices

Sec. 62.109. A person shall not tamper with or make ineffective the safety devices of any liquefied petroleum gas container.

Smoking and Open-Flame Devices

Sec. 62.110. (a) The chief may require the posting of "NO SMOKING" signs. No person shall smoke within 25 feet of any LP gas container 1200 gallons capacity or less, nor within 50 feet of any such container over 1200 gallons capacity.

(b) A person shall not install or maintain any open-flame device outside of buildings within 25 feet of any LP gas container having a capacity 1200 gallons or less, nor within 50 feet of any such container having capacity over 1200 gallons.

(c) A person shall not install or maintain any LP gas container with capacity of 1200 gallons or less within 25 feet of any open-flame device outside of buildings, nor shall any person install or maintain any such container with a capacity in excess of 1200 gallons within 50 feet of any such open-flame device.

Clearance of Combustibles

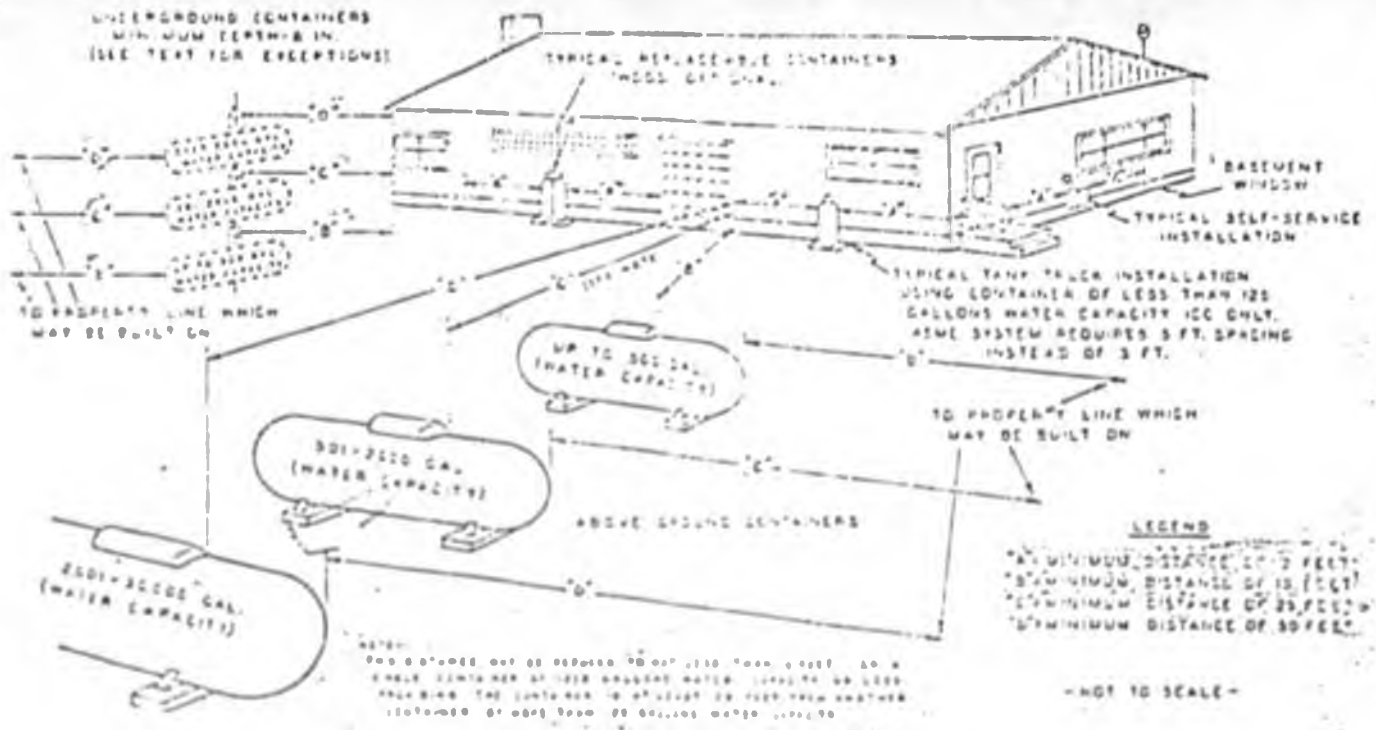
Sec. 62.111. All weeds, grass, brush, trash, or other combustible material shall be kept a minimum of 10 feet away from all LP gas tanks or containers.

Abandonment of Liquefied Petroleum Gas Equipment

Sec. 62.112. Whenever the use of liquefied petroleum gas equipment has been discontinued, it shall be abandoned in an approved manner within period of 30 days.

All of the following procedures may be used when approved by the chief:

1. Removal of all liquefied petroleum equipment.
2. Burn-off of contents of container.
3. Venting contents of container to atmosphere when discharge of gas can be led to a safe point of discharge.
4. All service openings shall be capped or plugged after contents has been removed from container.



NOTE:
THIS SPACING MAY BE REDUCED TO 3 FT. FROM 5 FT. ON A
SINGLE CONTAINER OF LESS THAN 125 GALLON WATER CAPACITY OR LESS.
HOWEVER, THE CONTAINER IS AT LEAST 25 FEET FROM ANOTHER
CONTAINER OF MORE THAN 25 GALLON WATER CAPACITY.

Appendix F. Container Spacing

THE PRECEDING DOCUMENT(S) MAY NOT FILM
LEGIBLY BECAUSE OF POOR QUALITY OF THE
ORIGINAL.



YAKUTAT CITY SCHOOL DISTRICT

BOX 227
YAKUTAT, ALASKA 99657

JOHN NOVAK, SUPERINTENDENT
LIZ BOARIO, ELEMENTARY PRINCIPAL

907 784-3318
907 784-3394

YAKUTAT CITY SCHOOL BOARD
RESOLUTION 81-3
January 5, 1981

WHEREAS, the District school buildings are of wood frame construction, and

WHEREAS, the school buildings' first line of fire suppression consists only of fire extinguishers, and

WHEREAS, the school has experienced one small fire during the present fiscal year in which the damage would likely have been minimized had an additional suppression system been in operation, and

WHEREAS, the cost of fire insurance has skyrocketed in the past few years due to the fire rating of the buildings,

THEREFORE, BE IT RESOLVED THAT the School Board of the Yakutat City School District requests that the Legislature of the State of Alaska provide funds in the amount of \$100,000.00 for the purchase and installation of a water sprinkler system in the School District buildings.

Passed on unanimous vote, January 5, 1981

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

JAY S. HAMMOND, GOVERNOR

William R. Nix
Commissioner

DIVISION OF FIRE PREVENTION

POUCH N
JUNEAU, ALASKA 99811

February 23, 1981

CERTIFIED - RRR

Mr. John Novak, Superintendent
Yakutat City School District
P.O. Box 227
Yakutat, Alaska 99689

Subject: Yakutat High School
Yakutat Elementary School
UBC Occupancy E-1
(Uniform Building Code, 1979
Edition, Section 3317 (b)
as amended by 13 AAC 50.020)

Dear Mr. Novak:

On January 21, 1981, I conducted a fire and life safety survey of your educational facilities located in Yakutat.

During my exit interview with your assistant, Mr. Jerry Schernberger, I indicated to him that additional correspondence could possibly be forthcoming from our office.

The above referenced section of the Uniform Building Code, as amended, reads as follows: "Rooms in a Group E, Division 1 occupancy used by students must have either direct exit to the exterior of the building or to an exterior exit balcony, or the building must be equipped throughout with an approved automatic sprinkler system; the sprinkler system must be electronically interconnected with the school fire alarm system.

Classrooms having openable windows which may be used for emergency escape purposes, and with a sill height of the openable section not more than 36 inches above the floor and not more than six feet (6') above the adjacent grade level are not required to have direct exits to the exterior and are not required to have an automatic sprinkler system unless a system is required by other provisions of this chapter".

Educational facilities which do not have direct exits to the exterior of the building for each room used by students or do not have openable windows as specified above must install approved automatic sprinkler systems throughout each non-complying building.

Approved automatic sprinkler systems must be installed by August 19, 1981.

You are requested to furnish written certification to this office of the compliance with the above item within 10 days after the date listed above.

Mr. John Novak, Superintendent
Yakutat City School District

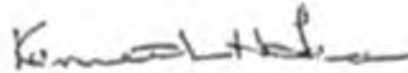
Subject: Yakutat High School
Yakutat Elementary School
UBC Occupancy E-1
(Uniform Building Code, 1979 Edition, Section 3317 (b) as amended
by 13 AAC 50.020)

It must be understood that compliance with state fire safety regulations does not preclude the necessity of complying with the requirements of local codes, regulations and ordinances.

Should you desire additional information, please feel free to contact this office at 465-4331 or write Pouch N, Juneau 99811.

Very truly yours,

RONALD A. HENDRIE, Director
State Fire Marshal



By: Kenneth H. Lea
Deputy Fire Marshal I

RAH:KHL:vrh

c: Yakutat Volunteer Fire Department

February 13, 1979

Yakutat City School District
P. O. Box 227
Yakutat, Alaska 99580

Subject: Contract Proposal
Yakutat Elementary School

Gentlemen:

Enclosed is our contract proposal in the amount of THIRTY FIVE THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS ONLY (\$35,841.00) for the Yakutat City School Districty concerning the Yakutat Elementary School.

If this meets with your approval, please sign one copy and return to my attention; retaining the second copy for your records.

We are looking forward to hearing from you soon.

Very truly,

TINNELL FIRE PROTECTION SYSTEMS COMPANY, INC.


L. G. Heckel
Branch Manager

cc: Paul O'Connor, District General Manager

LSH/ldr



**PROPOSAL/CONTRACT
FOR SAFEGUARDING YOUR
PROPERTY FROM FIRE**

**GRINNELL
FIRE
PROTECTION
SYSTEMS
COMPANY, INC.**

AGREEMENT dated February 11, 1979, between GRINNELL FIRE PROTECTION SYSTEMS COMPANY, INC. referred to herein as the "Seller", and Yakutat City School District P. O. Box 227, Yakutat, Alaska 99689 referred to herein as the "Purchaser".

A. Seller agrees to furnish and install in premises located at Yakutat Elementary School, a fire protection system and auxiliary equipment in accordance with the General Conditions of sale set out herein and with the attached "Specifications" consisting of 2 sheets, all of which are made a part hereof.

B. The price for said installation is THIRTY FIVE THOUSAND EIGHT HUNDRED FORTY ONE Dollars (\$35,841.00) to be paid by Purchaser as follows:

PAYMENT

This price for said installation is to be paid in monthly installments on the fifth day of each month based on invoices presented on or before the twenty-fifth of the preceding month. The invoices will be based on the value of materials delivered and work performed during the month.

This proposal/contract is based on all fire protection work included, being completed by September 1, 1979. If the work is not completed by this date, due to delays which are not the fault of Seller, the contract price will be increased by the amounts of the increases which Seller has to pay after this date for material, labor, rentals, etc., and by a 10% markup of such increases for overhead and profit.

Taxes have have not been included in the above price

The above price is based on the installation of 267 sprinklers. If more or less than this number are required, the difference will be charged at \$10.00 each or credited at \$10.00 each. The unit price shall not be used for additional sprinklers or work required by reason of any changes including but not limited to, changes in the specifications in the building, type of occupancy, additional sprinkler valves, other devices, or underground piping required.

C. Unless accepted by the Purchaser within 30 days from the above date, this proposal, at the option of the Seller, will be considered null and void.

D. Title to said system and equipment (whether or not attached to the realty) shall remain in Seller until payment in cash in full of the price.

E. Water requirements are the responsibility of the Purchaser in the event there is inadequate water pressure or volume for purposes of obtaining approvals of the sprinkler system by the authorized approving authority or obtaining a certificate of occupancy, Purchaser shall be responsible for all additional costs to correct said inadequacy.

F. In the event the requirements of approving authorities differ from the work proposed in the scope of work and specifications, Purchaser shall be responsible for the additional costs incurred by Seller to meet such requirement.

G. This agreement is subject to written acceptance by an Executive Officer of Seller.

GRINNELL FIRE PROTECTION SYSTEMS COMPANY, INC.
BY: [Signature] L. G. Herdal
TITLE: Branch Manager
ADDRESS: 4425, Yukon Ave, Anchorage, AK 99502

ACCEPTED BY
NAME
BY
TITLE
ADDRESS

DATE ACCEPTED BY EXECUTIVE OFFICER
BY
TITLE

DATE SIGNED
WITNESS

DRAIN PIPING

Drain piping to properly drain system. If necessary to discharge drains to sewer, Buyer to provide properly trapped sewer connections and receptacle conforming to local plumbing requirements and leave threaded, capped outlets at points designated by the Seller.

EARTHQUAKE BRACING

Necessary earthquake bracing and flexible couplings in place.

EXTRA SPRINKLER CABINET

Sprinkler cabinet with Dunspeed sprinklers and sprinkler wrench to be provided for emergency use.

FIRE DEPARTMENT CONNECTION

2 1/2 x 2 1/2 x 4 Grinnell flush siamese fire department connection to be installed and connected to the sprinkler system.

WATER CONNECTION

Seller to start at 4 x 9 inch cast iron flange approximately twelve (12) inches above finished floor. Buyer to flush and test underground mains, in accordance with the requirements of the insurance authorities having jurisdiction.

FREIGHT AND HAULING

Deliver all materials on Buyer's premises.

MASON AND CARPENTER

Openings for proper installation of the work specified in walls, floors, ceilings, partitions, stairways, etc., and Buyer to do patching and repainting.

PAINTING

Repainting of sprinkler piping is included in this proposal.

Yakutat Elementary School
Yakutat, Alaska

Work and apparatus as described herein to be furnished by the Seller except when clauses specify Buyer to furnish.

SPRINKLERS

A wet pipe system of Grinnell Duraspeed brass Sprinklers to be installed throughout all areas of the building. No sprinklers are included for any exterior canopies or overhangs.

Buyer to provide sufficient heat throughout all portions of the building to be equipped with a wet pipe system to prevent any freezing of water in the pipes.

Piping for sprinklers to be installed exposed below all ceilings and roof area.

Installation to be in accordance with the rules and regulations governing Light Hazard Occupancy.

SPECIAL SPRINKLERS

No coated sprinklers, plated sprinklers or sprinkler guards are included in this proposal.

ALARM VALVE

Four inch Grinnell Alarm valve and connections in supply to wet pipe system, without electric alarm switch.

ALARM

Grinnell water motor alarm to be furnished and connected to alarm valve; gong to be located on exterior wall of building with drain extended through wall of building for discharge.

GATE VALVE

Four inch gate valve to be installed controlling alarm valve.

HANGERS

Necessary Underwriters Approved hangers in place for supporting the sprinkler piping.

ENTIRE CONTRACT

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed by only the terms and conditions appearing herein.

PROPOSALS AND CONTRACT

Seller's proposal, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms which reimburse Seller for work performed, reasonable overhead and lost profit.

PAYMENT

Terms of payment have been set out in Paragraph B of the AGREEMENT. Final payment shall be in all cases due and payable within thirty (30) days after substantial completion of the installation, or, if approved prior thereto, then upon approval. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 10% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is permitted under applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts.

DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice by Purchaser.

EXCAVATION

In the event the work herein includes excavation, the Purchaser shall pay an extra to the contract price the cost for any additional work performed by the Seller due to water, quicksand, rock or other unforeseen obstruction encountered or if shoring is required.

SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for erection, including, but not limited to: other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

INTERFERENCES

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work (caused by such other trades).

LIMITATIONS OF LIABILITY

In no event shall Seller be liable for special or consequential damages and Seller's liability on any claim whether or not based in contract or in tort or occasioned by Seller's active or passive negligence for loss or liability arising out of or connected with this contract, or any obligation resulting therefrom, or from the manufacture, fabrication, sale, delivery, installation, or use of any materials covered by this contract, shall be limited to that set forth in the paragraph entitled "Warranty".

WARRANTY

Seller agrees that for a period of one (1) year after completion of said installation it will, at its expense, repair or replace any defective materials or workmanship supplied or performed by Seller. Upon completion of the installation, the system will be turned over to the Purchaser fully inspected, tested and in operative condition. As it is thereafter the responsibility of the Purchaser to maintain it in operative condition, it is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer.

ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

Should any part, term or provision of this agreement be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery and completion dates quoted herein shall be changed by Seller as may be required.

LEGAL NOTICE

For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS

All claims against Seller arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

ARBITRATION

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in Providence, R.I.

OVERTIME

Unless otherwise specified by Purchaser, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

INCIDENTAL LOSSES

All loss or damage from any cause (not the fault of the Seller) to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors, while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser.

DEFAULT

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including overhead and profit. Seller shall also be entitled to shut off the water from said system and remove all or a portion of the same. All such remedies of Seller are cumulative and not exclusive.

Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said installation, or receivership, bankruptcy, assignment, or the benefit of creditors or any other form of insolvency proceeding, by or against Purchaser or in case said premises or said system shall be attached, leased or seized, or process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

BACKCHARGE

No charges shall be levied by the Purchaser against the Seller unless forty-eight (48) hour prior written notice is given to Seller to correct any alleged work deficiencies or cleanup which necessitates such charges and unless said work deficiencies are the direct fault of Seller.

OSHA

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

February 13, 1973

Yakutat City School District
P. O. Box 227
Yakutat, Alaska 99582

Subject: Contract Proposal
Yakutat High School

Gentlemen:

Enclosed is our contract proposal in the amount of FORTY THOUSAND TWO HUNDRED FORTY FOUR DOLLARS ONLY (\$40,244.00) for the Yakutat City School District concerning the Yakutat High School.

If this meets with your approval, please sign one copy and return to my attention, retaining the second copy for your records.

We are looking forward to hearing from you soon.

Very truly,

GRINNELL FIVE PROJECTIVE SYSTEMS COMPANY, INC.


L. G. Heckel
Branch Manager

cc: Paul O'Connor, District General Manager

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Agreement

AGREEMENT dated February 13, 1979, between GRINNELL FIRE PROTECTION SYSTEMS COMPANY, INC. referred to herein as the "Seller", and Yakutat City School District, P. O. Box 227, Yakutat, Alaska 99689 referred to herein as the "Purchaser".

A. Seller agrees to furnish and install in premises located at Yakutat High School, Yakutat, Alaska, a fire protection system and auxiliary equipment in accordance with the General Conditions of sale set out herein and with the attached "Specifications" consisting of 2 sheets, all of which are made a part hereof.

B. The price for said installation is FORTY THOUSAND TWO HUNDRED FORTY FOUR Dollars (\$ 40,244.00) to be paid by Purchaser as follows:

[Faint, mostly illegible text, possibly describing payment terms or conditions.]

"This proposal/contract is based on all fire protection work included, being completed by September 1, 1979. If the work is not completed by this date, due to delays which are not the fault of Seller, the contract price will be increased by the amounts of the increases which Seller has to pay after this date for material, labor, rentals, etc., and by a 28 % markup of such increases for overhead and profit.

Taxes have have not been included in the above price

The above price is based on the installation of 238 sprinklers. If more or less than this number are required, the difference will be charged at \$ N/A each or credited at \$ N/A each. The unit price shall not be used for additional sprinklers or work required by reason of any changes, including but not limited to changes in the specifications in the building, type of occupancy, additional sprinkler valves, other devices, or underground piping required.

C. Unless accepted by the Purchaser within 30 days from the above date, this proposal, at the option of the Seller, will be considered null and void.

D. Title to said system and equipment (whether or not attached to the realty) shall remain in Seller until payment in cash in full of the price.

E. Water requirements are the responsibility of the Purchaser. In the event there is inadequate water pressure or volume for purposes of obtaining approvals of the sprinkler system by the authorized approving authority or obtaining a certificate of occupancy, Purchaser shall be responsible for all additional costs to correct said inadequacy.

F. In the event the requirements of approving authorities differ from the work proposed in the scope of work and specifications, Purchaser shall be responsible for the additional costs incurred by Seller to meet such requirement.

G. This agreement is subject to written acceptance by an Executive Officer of Seller.

GRINNELL FIRE PROTECTION SYSTEMS COMPANY, INC.
BY: [Signature] L. G. Heckel
TITLE: Branch Manager
ADDRESS: 1815 Rugabuck Place
Anchorage, Ak. 99502
DATE ACCEPTED BY EXECUTIVE OFFICER: _____
BY: _____
TITLE: _____

ACCEPTED BY
NAME: _____
BY: _____
TITLE: _____
ADDRESS: _____
DATE SIGNED: _____
WITNESS: _____

Yakutat High School
Yakutat, Alaska

Work and apparatus as described herein to be furnished by the Seller except when clauses specify Buyer to furnish.

SPRINKLERS

A wet pipe system of Grinnell Duraspeed Sprinklers to be installed in Yakutat High School protecting all the interior areas of the building. No automatic sprinklers are included for non-combustible blind spaces or under any exterior canopies or overhangs.

Buyer to provide sufficient heat throughout all portions of the building to be equipped with a wet pipe system to prevent any freezing of water in the pipes.

Piping for sprinklers to be installed concealed above the ceiling where there is 2' x 4' lift-out tile. All other areas are to be exposed.

Installation to be in accordance with the rules and regulations governing Light Hazard Occupancy.

SPECIAL SPRINKLERS

No coated sprinklers, plated sprinkler or sprinkler guards are included in this proposal.

ALARM VALVE

Four inch Grinnell alarm valve and connections in supply to Grinnell wet pipe system, without electric alarm switch.

ALARM

Grinnell water motor alarm to be furnished and connected to alarm valve; gong to be located on exterior wall of building with drain extended through wall of building for discharge.

GATE VALVES

Four inch gate valve to be installed controlling alarm valve.

HANGERS

Necessary Underwriters Approved hangers in place for supporting the sprinkler piping.

1978-79 2.7 M K-12 at Karub
 2.5 M K-12. Chiniab

1979-80 3.6 M K-12 Karub
 3.3 M K-12 Shiniab

SB 561
 \$960.

Yakutat - HB 143 - \$60⁺⁺ --
 HB 144 - 100,000

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Feb. '79 - 238 sprinkles for
 \$40,244.00
 169 sprinkles for
 \$35,841^{00/00}

\$212⁺⁺ per sprinkler
 169) 35841
 338

 204
 169

 351⁺⁺

\$169⁺⁺ per sprinkler
 238) 40244
 238

 1644
 1428

 2164