

CITY AND BOROUGH OF WRANGELL



RECREATION CENTER HVAC UPGRADES PROJECT MANUAL

November 2022

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END OF SECTION

SECTION 00030 - NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents: **Recreation Center HVAC Upgrades**

Notice is hereby given that the City and Borough of Wrangell, Alaska will receive sealed bids for the construction of **Recreation Center HVAC Upgrades** project.

DOCUMENTS. The Contract Documents may be downloaded free of charge on the City & Borough of Wrangell website (www.wrangell.com) under the Bids and RFPs section. Downloading Contract Documents from the City & Borough of Wrangell's website requires registration with the Borough Clerk to be placed on the Plan Holders List and to ensure receipt of subsequent Addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that they have received all Addenda affecting this Solicitation. To be registered, contact the Borough Clerk at 907-874-2381; Borough Clerks Office, 205 Brueger Street, Wrangell, Alaska 99929; or at clerk@wrangell.com.

OWNER: The City and Borough of Wrangell

DESCRIPTION OF WORK. WORK consists of all activities necessary to remove and replace as upgrades HVAC air handlers fans and ductwork that support the Natatorium and the Natatorium supports spaces. The project calls for the replacement of fans, an air handler, as well as the refurbishment of three air handlers. In addition, this work calls for the replacement of multiply control and balance dampers. An Additive Alternate addresses the replacement of insulation in one Mechanical Room. The Engineer's estimate for the Base Bid work is \$450,000-\$475,000. The Engineer's estimate for the Additive Alternate A work is approximately \$30,000.

PROJECT FUNDING SOURCES. Funding for the construction project will be through a grant from the U.S. Housing and Urban Development (HUD) through the State of Alaska Community Development Block Grant Program (CDBG) and is therefore subject to the Federal and State laws and regulations associated with this program.

Recipients of HUD/CDBG program funds must maintain a current SAM.gov registration and have a Unique Entity ID generated by SAM.gov. This information must be current during the term of the contract.

The City and Borough of Wrangell and all Contractors and Subcontractors will comply with HUD's Section 3 requirements in implementing this CDBG partially funded-project, and will to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, ensure that employment and other economic opportunities are directed to low- and very low-income persons, per 24 CFR Part 75.

SITE OF WORK. The WORK is located at 320 Church Street, Wrangell, Alaska, 99929.

COMPLETION OF WORK. The OWNER will open the work site to the CONTRACTOR immediately following the Notice to Proceed. 80% Substantial Completion must be reached by May 30th, 2023. Final Completion of all work shall be reached by June 30th, 2023.

PREBID CONFERENCE. A prebid conference for all bidders will be held at the City and Borough of Wrangell, Capital Facilities Department Conference Room, Case Avenue, Wrangell, Alaska on November 29th, 2022 at 11:00AM, local time. Prospective bidders are encouraged to attend. To attend by teleconference, use the following dial-in information:

By Computer: <https://us02web.zoom.us/j/89362628608?pwd=YXUybzZlZkVnFMZxhSVkt1ZlFYZz09>

By Phone: 253 215 8782

Meeting ID: 893 6262 8608 / Passcode: 839920

SECTION 00030 - NOTICE INVITING BIDS

TIME OF COMPLETION AND LIQUIDATED DAMAGES. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages identified in the Agreement, Section 00500.

BIDDING, CONTRACT, or TECHNICAL QUESTIONS. All questions must be submitted by 5:00 p.m. AST on December 6, 2022. An addendum, including any revisions made and responding to all questions, will be distributed. All communications relative to this WORK, prior to opening Bids, shall be directed to the following: Amber Al-Haddad, Capital Facilities Director, Telephone: (907) 874-3902, Email: aal-haddad@wrangell.com

BID SECURITY. Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the City and Borough of Wrangell in the amount of five percent (5%) of the total bid price. This serves as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it. In addition, performance and payment bonds are required, see Sections 00610 and 00620 for more information.

RECEIPT OF BIDS. Sealed bids will be received by the City and Borough of Wrangell, Post Office Box 531, Wrangell, Alaska 99929, located at the Borough Clerk's Office, 205 Brueger Street, Wrangell, Alaska 99929, until 2:00 PM prevailing time on December 9th, 2022, at which time they shall be opened and read aloud. Opening date and time may be changed to a later date or time via Addendum. Clearly mark on the outside of the envelope "**Sealed Bid for Recreation Center HVAC Upgrades**".

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for a period of sixty (60) calendar days from the date of Bid opening. Any component of the Bid including additive alternates may be awarded anytime during the sixty (60) days.

OWNER'S RIGHTS RESERVED. The OWNER reserves the right to reject any or all Bids and to re-advertise for Bids, to waive any informality or irregularity in any or all Bids which do not materially affect the integrity or effectiveness of the competitive bidding process, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the OWNER.

By: _____
Jeff Good, Borough Manager

Date

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS. Terms used in these “Instructions to Bidders” and the “Notice Inviting Bids” which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term “Bidder” means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder. “Bidding Documents” include “Notice Inviting Bids”, “Instructions to Bidders”, “Bid”, “Bid Schedule with Add Alts”, and proposed contract documents, including any Addenda issued prior to receipt of Bids.

2.0 INTERPRETATIONS AND ADDENDA.

A. **INTERPRETATIONS.** All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Each bidder shall examine and study Bidding Documents carefully and compare with each other, examine site and local conditions, and shall make written request to the OWNER for interpretation or correction by the ENGINEER of any ambiguity, error, or inconsistency discovered. Interpretations or clarifications considered necessary by the ENGINEER in response to such questions will be issued by Addendum and emailed to all parties recorded by the OWNER as having received the Contract Documents. Questions received less than 7 Days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. **ADDENDA.** Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. Addenda shall be binding and shall become part of the Contract Documents. The OWNER may issue addenda by fax, with a follow-up addendum copy issued by regular mail. Addenda may be emailed less than 7 Days prior to the anticipated Bid opening. The OWNER will make reasonable attempts to provide addenda; however, it is strongly recommended by the OWNER that Bidders independently confirm the contents, number, and dates of each Addenda prior to submitting a Bid. Bidders are responsible to acknowledge all published Addenda in their final bid submission; failure to acknowledge all such Addenda may render the Bidder nonresponsive. All Bidders who submit a bid shall be deemed to have received and reviewed all addenda.

3.0 FAIR COMPETITION. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected.

4.0 RESPONSIBLE BIDDER. Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. A responsible Bidder is one who is considered to be capable of performing the WORK.

A. The general standards for responsibility are to determine the CONTRACTOR’s ability to perform WORK adequately, considering the CONTRACTOR’s

1. Financial Resources
2. Ability to Meet Delivery Standards
3. Past Performance Record
 - a. References from others on CONTRACTOR’s performance
 - b. Record of performance on prior OWNER contracts

SECTION 00100 - INSTRUCTIONS TO BIDDERS

4. Record of Integrity
5. Obligations to OWNER
 - a. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER within 5 Days of OWNER's Notice of Intent to Award.

- B. Special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract.
- C. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

5.0 RESPONSIVE BIDS. Only responsive Bids will be considered. Bids may be considered non-responsive and may be rejected. Some of the reasons a Bid may be rejected for being non-responsive are:

- A. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- B. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- C. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid opening, provided that any selection of awards will be made by the OWNER.
- D. If the Bid does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.
- E. If the Bidder has not acknowledged receipt of each Addendum.
- F. If the Bidder fails to furnish an acceptable Bid Guaranty with the Bid.
- G. If any of the unit prices bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
- H. If a bid does not conform to Articles 15.0 and 16.0 of this Section.

6.0 BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE. It is the responsibility of each Bidder before submitting a Bid:

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- A. To examine thoroughly the Contract Documents, and other related data identified in the bidding documents (including “technical data” referred to below):
 - 1. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect cost, progress, or performance of the WORK;
 - 2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK;
 - 3. To study and carefully correlate the Bidder’s observations with the Contract Documents, and other related data; and
 - 4. To notify the ENGINEER of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

7.0 REFERENCE IS MADE TO THE SUPPLEMENTARY GENERAL CONDITIONS FOR IDENTIFICATION OF:

- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports; however, the interpretation of such technical data is the responsibility of the Bidder.
- B. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at, or contiguous to, the site have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such drawings; however, the interpretation of such technical data is the responsibility of the Bidder.
- C. Copies of such reports and drawings will be made available by the OWNER to any Bidder on request if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.
- D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Engineer of Record by the owners of such underground utilities or others, and the OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- F. Before submitting a Bid, each Bidder will, at its own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at, or contiguous to, the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.

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- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and the lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

8.0 BID FORM.

- A. The Bid shall be made on the Bid Schedule(s) bound herein, or on legible and complete copies thereof, and shall contain the following: Sections 00300 - Bid, 00310 – Bid Schedule, and the required Bid Security. In the event there is more than one Bid Schedule, the Bidder must bid on all schedules. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "BID FOR," followed by the title of the Contract Documents for the WORK, the name of the OWNER, the address where Bids are to be delivered or mailed to, and the date and hour of opening of Bids. The Bid Security shall be enclosed in the same envelope with the Bid.
- B. All blanks on the Bid Form and Bid Schedule(s) must be completed in ink or typed.
- C. Bids by corporations shall be executed in the corporate name by the president, a vice-president (or another corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid shall be signed with ink. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form. Failure to acknowledge Addenda shall render Bid non-responsive and shall cause its rejection.

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- G. The address to which communications regarding the Bid are to be directed must be shown.
- H. All Bidders shall provide evidence of authority to conduct business in Alaska to the extent required by law.
- I. A Bid for the WORK will not be accepted from a contractor who does not hold a valid Alaska Business License and a valid Contractor's License in Alaska (applicable to the type of work bid upon).

9.0 QUANTITIES OF WORK. The quantities of WORK, or material, stated in unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see General Conditions, Article 10 Changes In the Work).

10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS. Where Bidding Documents refer to any items, materials, products, and equipment by means of one or more manufacturer's trade name, catalog reference, or similar means of identification or manufacturer, such reference establishes standard of required quality, appearance, dimension, or function. Requests shall be made in writing to clerk@wrangell.com and shall be received no later than ten (10) working days prior to date of receipt of Bids. The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 - Contractor Submittals.

11.0 SUBMISSION OF BIDS. The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, telephonic or faxed Bids will not be considered.

12.0 BID SECURITY, BONDS, AND INSURANCE. Each Bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond in an amount of at least five percent (5%) of the total Bid price. The "total Bid price" is the amount of the base bid, plus the amount of alternate bids, if any, which total to the maximum amount for which the contract could be awarded. Said check or Bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if offered the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible power of attorney.

13.0 RETURN OF BID SECURITY. Within 14 Days after award of the contract, the OWNER will return the Bid securities accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. They will then be returned to the respective Bidders whose Bids they accompanied.

14.0 DISCREPANCIES IN BIDS. In the event there is more than one pay item in a Bid Schedule, the Bidder shall furnish a price for all pay items in the schedule, and failure to do so may render the

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Bid non-responsive and cause its rejection. In the event there are unit price pay items in a Bid Schedule and the "amount" indicated for a unit price pay item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one pay item in the Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by the correction.

15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

- A. Any Bidder may modify a Bid by mail, email (clerk@wrangell.com), or fax (Fax: 907-874-3952) provided that such modification is received by the OWNER prior to the time set for opening of Bids. Bid modifications shall be made using the project Modified Bid Schedule form and shall be used with bid modifications made as a line by line pay item adjustment per the schedule. Bidders are strongly advised to telephone the City & Borough of Wrangell (Telephone: 907-874-2381) to confirm the successful and timely transmission of all email and fax Bid modifications.

An email or fax Bid Modification shall not reveal the Bid price but shall provide the addition or subtraction or other modification so that the final prices will not be known by the OWNER until the sealed Bid is opened. Modifications shall include both the modification of the unit bid price and the total modification of each item modified. The OWNER shall not be responsible for its failure to receive fax modifications whether such failure is caused by transmission line problems, fax device problems, operator error or otherwise.

- B. Unauthorized conditions, limitations, or provisions attached to the Bid will render it informal and cause its rejection as being non-responsive. The completed bid forms shall be without interlineation, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative bids will not be considered unless called for.

16.0 WITHDRAWAL OF BID. The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids. Unless otherwise provided, no Bidder shall modify, withdraw, or cancel the Bid or any part thereof for sixty (60) calendar days after the time designated for receipt of Bids.

17.0 BID PROTEST. Bid protests must be received no later than seven (7) calendar days after Notice of Intent to award is issued.

18.0 REJECTION OF BIDS. Bidder shall acknowledge right of OWNER to reject any or all bids and to waive any informalities or irregularities which do not materially affect the integrity or effectiveness of the competitive bidding process. Bidder recognizes right of OWNER to reject a bid if Bidder has failed to:

- A. Furnish the required Bid Security.
- B. Submit data required by Bidding Documents.

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- C. Complete in any way the electronic submission or required attachments.
- D. Attend the pre-bid meeting where attendance at such meeting is required.

19.0 AWARD OF CONTRACT.

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the pay items in an individual Bid Schedule.
- B. If the OWNER has elected to advertise this Project with a base bid and additive or deductive alternates, the OWNER may elect to award the contract for the base bid, or the base bid plus one or more alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible Bidder offering the lowest total bid for the WORK to be awarded.
- C. Low Bidder will be determined based on the lowest total of the base bid plus combinations of additive alternatives and other factors as deemed in the best interest of the OWNER. The applicable other factors may include:
 - 1. Ability, capacity, and skill to comply with the specifications and perform the work required by the contract.
 - 2. Character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
 - 3. Ability to perform the Work within the time specified.
 - 4. Previous and current compliance with laws relating to the Contract.
 - 5. The time to complete the work. Time is of the essence and will be a factor in the award of this Contract.
 - 6. The quality of the Bidder's performance of previous contracts.
- D. A Local Bidder Preference shall apply to all City and Borough of Wrangell procurements, except when restricted by state or federal regulations. To be considered a qualifying bidder, bidders shall meet the requirements of the Local Bidder Preference ordinance, according to WMC 5.10.040 (D). The Owner may request documentation to support entries made on this form.

The Wrangell Municipal Code (WMC) Article 5.10.040, Section D. LOCAL BIDDER PREFERENCE AWARD reads:

- 1. Unless contrary to federal or state law or regulation, or as otherwise provided in section (D)(2) of this section, a contract for, or purchase of, supplies, materials, equipment, contractual services, or public improvements shall be awarded to a local bidder where the bid by such local bidder is in all material

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respects comparable to the lowest responsible nonlocal bid, and if the amount bid by such local bidder does not exceed the lowest responsible nonlocal bid by more than:

- a. Five percent of the amount bid by the lowest responsible nonlocal bidder if that nonlocal bidder's bid is \$1,000,000 or less;
 - b. Three percent of the amount bid by the lowest responsible nonlocal bidder if that nonlocal bidder's bid is \$1,000,001 or more.
2. This preference shall not be interpreted to mean that the borough is precluded from making the purchase from whatever source is most advantageous to the borough after considering all factors in the public interest even when the price quoted by the local bidder satisfies subsection (D)(1)(a) or (b) of this section.
 3. "Local bidder" for purposes of the section shall mean a bidder who:
 - a. Holds a current Alaska business license;
 - b. Submits a bid for goods or services under the name appearing on the person's current Alaska business license;
 - c. Has maintained a place of business within the boundaries of the borough for a period of six months immediately preceding the date of the bid;
 - d. Is not delinquent in the payment of any utilities, taxes, charges or assessments owing to the borough on account of that business;
 - e. Is incorporated or qualified to do business under the laws of Alaska with its principal place of business in the borough, is a proprietorship and the proprietor is a resident of the borough, or is a partnership and all partners are residents of the City and Borough of Wrangell;
 - f. If a joint venture, all joint venture partners must qualify under subsection (D)(3)(a) through (e) of this section;
 - g. The manager may require such documentation or verification by the person claiming to be a local bidder as is deemed necessary to establish the requirements of this section.

20.0 EXECUTION OF AGREEMENT.

- A. All Bids \$25,000 and higher must be approved by the Wrangell Borough Assembly. After the Assembly has approved the award, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, and shall secure all

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insurance and furnish all certificates and bonds required by the Contract Documents within ten (10) days from the date stated in the Notice of Intent to Award letter.

- B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.
- 21.0 INSURANCE.** The successful Bidder will be required to secure and maintain during the life of the Contract insurance of the types and with the required limits of liability as specified in 00800 Supplementary General Conditions. The successful Bidder shall furnish to the Owner properly executed copies of the Certificate of Insurance Form, evidencing the required coverage prior to the start of construction. The successful Bidder will be solely responsible for any and all costs, losses, or damages due their failure to maintain the required insurance during the life of the contract.
- 22.0 LIQUIDATED DAMAGES.** Time is of the essence and may be a factor in the award of this Contract. Punch list work for occupied spaces shall be completed not more than thirty (30) calendar days from the date established for substantial completion. Provisions for liquidated damages are set forth in the Section 00030, Notice Inviting Bids.
- 23.0 PERMITS.** The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and federal permit requirements.

END OF SECTION

SECTION 00300 - BID

BID TO: CITY & BOROUGH OF WRANGELL

For Project Name: RECREATION CENTER HVAC UPGRADES

By Company Name: _____

To the Contracting Officer, City and Borough of Wrangell:

1. In compliance with your Invitation to Bid for the above-referenced project, the undersigned proposes to furnish and deliver all the materials and to perform all the work and labor required in the construction of the Project, located in Wrangell, Alaska, according to all of the terms in the plans and specifications and for the amount and prices named herein as indicated on the Bid Schedule which is made a part of this Bid.
2. If this Bid is accepted, the undersigned does hereby agree to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - Agreement) to perform the WORK as specified or indicated in said Contract Documents.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. The undersigned will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders." The undersigned agrees to commence the work within 10 calendar days after receipt of Notice to Proceed, unless otherwise stipulated in the contract, and to complete the work within by the Substantial Completion Date provided in the contract, after the effective date of the Notice to Proceed, unless extended in writing by the Owner.
4. The undersigned will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as required by the Contract Documents as surety for the full, complete, and faithful performance of this contract.
5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
6. The Undersigned declares that they have carefully examined the contract requirements and that they have made a personal examination of the site of the work; that they understand that the quantities, where such are specified in the Bid Schedule or on the plans for this project, are approximate only and subject to increase or decrease, and that they are willing to perform increased or decreased quantities of work at unit prices bid under the conditions set forth in the Contract Documents.
7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
8. To all the foregoing and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract

SECTION 00300 - BID

Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the total bid price(s) named in the Bid Schedule.

9. The undersigned has examined copies of all the Contract Documents and acknowledges receipt of the following addenda to the drawings and/or specifications:

Addenda No.	Date Issued	Addenda No.	Date Issued

Give number and date of each Addendum above. Failure to acknowledge receipt of all Addenda will cause the Bid to be non-responsive and shall cause its rejection.

10. The undersigned has read the forgoing and hereby agrees to the conditions stated therein by affixing their signature below.

Dated: _____	Bidder: _____ (Company Name)
Bidder's Alaska Contractor License No.: _____	By: _____ (Signature in Ink)
Bidder's Alaska Business License No.: _____	Printed Name: _____
Telephone No.: _____	Title: _____
Facsimile No.: _____	Address: _____ (Street or P.O. Box)
Email: _____	_____ (City, State, Zip)

11. **DOCUMENTS REQUIRED FOR BID. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:**

- Bid form, Section 00300
- Bid Schedule, Section 00310
- Bid Security, Section 00320
- Modified Bid Schedule, Section 00330 (if applicable)

12. **DOCUMENTS REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER.** Unless otherwise notified by the OWNER, the apparent low Bidder is required to complete and submit the following document within five (5) working days following notice of apparent low bidder:

- Current SAM.gov active registration
- Alaska Business License
- Contractor's License

SECTION 00300 - BID

- Subcontractor Report, Section 00360
13. DOCUMENTS REQUIRED FOR AWARD. To be awarded the contract, the successful Bidder must complete and submit, within ten (10) days after the date of the “Notice of Intent to Award” letter, the following executed documents:
- Agreement Form, Section 00500
 - Performance Bond, Section 00610
 - Payment Bond, Section 00620
 - Certificates of Contractor Insurance Section 00700 and Section 00800
14. DOCUMENTS REQUIRED AFTER NOTICE TO PROCEED. The successful Bidder will be required to submit, within ten (10) days after the date of the Notice to Proceed the following executed documents:
- Certificates of Subcontractor Insurance Section 00700 and Section 00800
 - One executed copy of each subcontract for WORK.

END OF SECTION

SECTION 00310 - BID SCHEDULE

Bidders Please Note: Before preparing this Bid Schedule, carefully read the Invitation for Bids, Instructions to Bidders, and the Technical Specifications. The Bidder shall insert a unit price opposite each pay item in the Bid Schedule and multiply the unit price by the estimated quantities for this contract. No price is to be tendered for any item not appearing in the Bid Schedule.

In the event there is more than one pay item in the Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by the correction.

A Local Bidder Preference of five percent (5%) _____ will, X will not be utilized on this project.

RECREATION CENTER HVAC UPGRADES - BASE BID

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1501.1	Mobilization	LS	All Req'd				
15000.1	Mechanical HVAC System	LS	All Req'd				
16000.1	Electrical System	LS	All Req'd				

TOTAL RECREATION CENTER HVAC UPGRADES BASE BID AMOUNT IN FIGURES:
\$ _____

TOTAL RECREATION CENTER HVAC UPGRADES BASE BID AMOUNT IN WORDS:

RECREATION CENTER HVAC UPGRADES – ADDITIVE ALTERNATE A

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
15000.1-A	Mechanical Insulation Replacement	LS	All Req'd				

TOTAL RECREATION CENTER HVAC UPGRADES ADDITIVE ALTERNATE A AMOUNT IN FIGURES: \$ _____

TOTAL RECREATION CENTER HVAC UPGRADES ADDITIVE ALTERNATE A AMOUNT IN WORDS: _____

BIDDER NAME: _____

BIDDER'S TELEPHONE: _____

END OF SECTION

SECTION 00320 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____

_____ as Principal, and _____

as Surety, are held and firmly bound unto the **CITY & BOROUGH OF WRANGELL** hereinafter called "OWNER," in the sum of _____ dollars, (not less than five percent (5%) of the total amount of the Bid) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the Bid Schedule of the OWNER's Contract Documents entitled

RECREATION CENTER HVAC UPGRADES

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of Agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____

(SEAL) _____
(Principal)

(SEAL) _____
(Surety)

By: _____
(Signature)

By: _____
(Signature)

END OF SECTION

SECTION 00330 – MODIFIED BID SCHEDULE

Bidders Please Note: Before preparing this Modified Bid Schedule, carefully read the Invitation for Bids, Instructions to Bidders, and the Technical Specifications. A Modified Bid Schedule shall not reveal the Bid price but shall provide the addition (+) or subtraction (-) to the line by line pay item so that the final prices will not be known by the OWNER until the sealed Bid is opened. Modifications shall include both the modification of the unit bid price and the total modification of each pay item modified. Changes to the adjusted total bid amount will be computed by the Owner.

RECREATION CENTER HVAC UPGRADES - BASE BID

Pay Item No.	Pay Item Description	REVISION TO	REVISION TO
		UNIT PRICE BID AMOUNT +/-	TOTAL LINE ITEM BID AMOUNT +/-
01505.1	Mobilization		
15000.1	Mechanical HVAC System		

RECREATION CENTER HVAC UPGRADES – ADDITIVE ALTERNATE A

Pay Item No.	Pay Item Description	REVISION TO	REVISION TO
		UNIT PRICE BID AMOUNT +/-	TOTAL LINE ITEM BID AMOUNT +/-
15000.1-A	Mechanical Insulation Replacement		

BIDDER NAME: _____

BIDDER SIGNATURE: _____

BID MODIFICATION DATE: _____

BIDDER’S TELEPHONE: _____

END OF SECTION

SECTION 00360 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS

The apparent low Bidder must submit a list of Subcontractors that the Bidder proposes to use in the performance of this contract by close of business on the fifth calendar day following the posting of the bid tabulations. If the fifth calendar day falls on a weekend or holiday, the report is due by close of business on the next business day following the weekend or holiday. The list must include each Subcontractor's name, address, location, evidence of valid Alaska Business License, and valid Alaska Contractor's Registration under AS 08.18. *If no Subcontractors are to be utilized in the performance of the WORK, write in ink or type "NONE" on line (1) below.*

<u>SUBCONTRACTOR</u>	¹ AK Contractor <u>License No.</u>	¹ <u>Contact Name</u>	<u>Type of</u>	<u>Contract</u>	<input type="checkbox"/>
<u>ADDRESS</u>	² AK Business <u>License No.</u>	² <u>Phone No.</u>	<u>Work</u>	<u>Amount</u>	<input checked="" type="checkbox"/> if <u>DBE</u>
1. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
2. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
3. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
4. _____ _____ _____	1 _____ 2 _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>

I certify that the above listed Alaska Business License(s) and CONTRACTOR Registration(s), if applicable, were valid at the time Bids were opened for this Project.

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name

SECTION 00360 - SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
1. fails to comply with AS 08.18;
 2. files for bankruptcy or becomes insolvent;
 3. fails to execute a contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
 4. fails to obtain bonding;
 5. fails to obtain insurance acceptable to the OWNER;
 6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
 7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
 8. refuses to agree or abide with the Bidder's labor agreement; or
 9. is determined by the OWNER not to be a responsible Bidder.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.
- D. If a contract is awarded to a Bidder who violates this section, the OWNER may:
1. cancel the contract; or
 2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. For contract award, the apparent low Bidder must submit one copy of each subcontract, to the OWNER, for WORK.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

END OF SECTION

SECTION 00500 - AGREEMENT

THIS AGREEMENT is between THE CITY & BOROUGH OF WRANGELL (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR) OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

- A. CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER’s Contract Documents entitled **RECREATION CENTER HVAC UPGRADES**. The WORK is generally described as follows: WORK consists of all activities necessary to remove and replace as upgrades HVAC air handlers fans and ductwork that support the Natatorium and the Natatorium supports spaces. The project calls for the replacement of fans, an air handler, as well as the refurbishment of three air handlers. In addition, this work calls for the replacement of multiply control and balance dampers. See Section 00030 – Notice Inviting Bids for a complete project description.
- B. Alternates: An Additive Alternate A addresses the replacement of insulation in one Mechanical Room. Contractor shall provide prices for Additive Alternate A per details provided within the contract documents.

ARTICLE 2. CONTRACT COMPLETION TIME.

80% Substantial Completion by May 31, 2023.

ARTICLE 3. DATE OF AGREEMENT

The date of this Agreement will be the later of the date of the Borough Manager signature on page three of this section and the signature of the CONTRACTOR authorized representative.

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER \$2,500.00 for each Calendar Day that expires after the substantial completion time specified in Article 2 above. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: _____ those Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

The total amount of this contract shall be _____, except as adjusted in accordance with the provisions of the Contract Documents.

SECTION 00500 - AGREEMENT

ARTICLE 6. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General Conditions.

Progress payments will be paid in full in accordance with Article 14 of the General Conditions until ninety (90) percent of the Contract Price has been paid. The remaining ten (10) percent of the Contract Price may be retained, in accordance with applicable Alaska State Statutes, until final inspection, completion, and acceptance of the Project by the OWNER.

ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement (pages 00500-1 to 00500-6, inclusive) and the following sections of the Contract Documents:

- Table of Contents
- Notice Inviting Bids
- Instructions to Bidders
- Bid
- Bid Schedule and Modified Bid Schedule (if applicable)
- Bid Bond
- Subcontractor Report
- Performance Bond
- Payment Bond
- Insurance Certificate(s)
- General Conditions
- Supplementary General Conditions
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination
- Permits
- _____ Drawings consisting of ____ sheets, as listed in the Table of Contents
- _____ Drawings consisting of ____ sheets, as listed in the Table of Contents
- Addenda numbers ____ to ____, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement

There are no Contract Documents other than those listed in this Article 7. The Contract Documents may only be amended by Change Order as provided in Paragraph 3.3 of the General Conditions.

ARTICLE 8. MISCELLANEOUS.

Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. CONTRACTOR

SECTION 00500 - AGREEMENT

understands and agrees that the Borough will not accept any assignment of this Contract to an LLC unless all the members of the LLC sign as guarantors of performance of this Contract.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. This Agreement shall be governed by the laws of the State of Alaska. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind an any nature arising out of or relating to this Agreement and all Contract documents or for any action of any kind and any nature arising out of or related to the performance of non-performance of the CONTRACTOR, and CONTRACTOR’S employees, subcontractors, consultants, and representatives.

The CONTRACTOR acknowledges that the CONTRACTOR has read and understands the terms of this Agreement and the terms and conditions of all the Contract documents listed in this Agreement and has had the opportunity to review the Agreement with counsel of his/her choice, and is executing this Agreement of his/her own free will. CONTRACTOR acknowledges and agrees that CONTRACTOR is not relying on any representations by any Borough employee, the Mayor, an assembly member, the borough attorney, the borough manager or any consultant of the Borough in deciding to enter this Agreement and perform this project.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed on the date listed below by OWNER.

OWNER:

CONTRACTOR:

City & Borough of Wrangell

(Company Name)

(Signature)

(Signature)

By: Jeff Good, Borough Manager
(Printed Name)

By: _____
(Printed Name, Authority or Title)

Date: _____

Date: _____

Address: P.O. Box 531

Address: _____

Wrangell, Alaska 99929

907-874-2381 907-874-3952
(Telephone) (Fax)

(Telephone) (Fax)

(E-mail address)

Owner Attest:

Contractor Attest:

By: _____
Kim Lane, Borough Clerk

By: _____
Name/Title:

SECTION 00500 - AGREEMENT

**CERTIFICATE
(if Corporation)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the
_____ a corporation existing under the laws of
the State of _____, held on _____, 20____, the following resolution
was duly passed and adopted:

“RESOLVED, that _____, as _____ President
of the Corporation, be and is hereby authorized to **execute the Agreement** with OWNER and this
corporation and that the execution thereof, attested by the Secretary of the Corporation, and with
the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
Corporation this _____ day of _____, 20_____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

**CERTIFICATE
(if Partnership)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the
_____ a partnership existing under the laws of the State
of _____, held on _____, 20____, the following resolution was duly
passed and adopted:

"RESOLVED, that _____, as _____ of the Partnership, be and is
hereby authorized to **execute the Agreement** with the OWNER and this partnership and that the
execution thereof, attested by the _____ shall be the official act and deed of
this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____,
20_____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

**CERTIFICATE
(if Joint Venture)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the

_____ a joint venture existing under the laws of the

State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to **execute the Agreement** with the OWNER and this joint venture and that the execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE
(If Limited Liability Company)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the members of the

_____, a Limited Liability Company (LLC) existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, acting as _____ of the Limited Liability Company, is hereby authorized by all Members to **execute the Agreement** with the OWNER and this Limited Liability Company and that the execution thereof, attested by the _____ shall be the official act and deed of this Limited liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary

(SEAL)

By: _____
(Signature of authorized Member)

(Title of person signing)

END OF SECTION

SECTION 00610 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the CITY & BOROUGH of WRANGELL, ALASKA hereinafter called "OWNER,"
(Owner) (City and State)

for the penal sum of _____

_____ dollars (\$ _____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered
into a certain contract with the OWNER, the effective date of which is _____, a
copy of which is hereto attached and made a part hereof for the construction of:

RECREATION CENTER HVAC UPGRADES

NOW, THEREFORE, if the Principal shall truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof,
and any extensions thereof, which may be granted by the OWNER, with or without notice to the Surety,
and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and
save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so,
and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making
good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be
performed thereunder or the specifications accompanying the same shall in any wise affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of
which shall be deemed an original.

SECTION 00610 - PERFORMANCE BOND

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

By: _____
(Signature of Attorney-in-Fact)

Date Issued: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.

END OF SECTION

SECTION 00620 - PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the CITY & BOROUGH of WRANGELL, ALASKA hereinafter called "OWNER,"
(Owner) (City and State)

for the penal sum of _____

_____ dollars (\$ _____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has
entered into a certain contract with the OWNER, the effective date of which is
_____, a copy of which is hereto attached and made a part hereof for the
construction of:

RECREATION CENTER HVAC UPGRADES

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
Subcontractors, and corporations furnishing materials for, or performing labor in the prosecution of the
WORK provided for in such contract, and any authorized extension or modification thereof, including all
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and
tools, consumed or used in connection with the construction of such WORK, and all insurance premiums
on said work, and for all labor performed in such WORK, whether by Subcontractor or otherwise, then
this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that
no change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any wise affect its obligation
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract or to the WORK or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the Principal shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SECTION 00620 - PAYMENT BOND

IN WITNESS WHEREOF, this instrument is issued in two (2) identical counterparts, each one of which shall be deemed an original.

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

By: _____
(Signature of Attorney-in-Fact)

Date Issued: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, all Partners must execute bond.

END OF SECTION

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ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof. Where an entire word is capitalized in the definitions and is found not capitalized in the Contract Documents it has the ordinary dictionary definition.

Addenda - Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the Contract Documents.

Agreement - The written contract between the OWNER and the CONTRACTOR covering the WORK to be performed; other documents are attached to the Agreement and made a part thereof as listed out in the Agreement.

Application for Payment - The form furnished by the ENGINEER which is to be used by the CONTRACTOR to request progress or final payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price or prices for the WORK.

Bonds - Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the CONTRACTOR to perform its contract.

Project Manager - The authorized representative of the City and Borough of Wrangell, as OWNER, who is responsible for administration of the contract.

Change Order - A document recommended by the ENGINEER, which is signed by the CONTRACTOR and the OWNER and authorizes an addition, deletion, or revision in the WORK, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

Contract Price - The total monies payable by the OWNER to the CONTRACTOR under the terms and conditions of the Contract Documents.

Contract Time - The number of successive calendar days stated in the Contract Documents for the completion of the WORK.

CONTRACTOR - The individual, partnership, corporation, joint-venture or other legal entity with whom the OWNER has executed the Agreement.

Day - A calendar day of 24 hours measured from midnight to the next midnight.

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Defective WORK - WORK that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or WORK that has been damaged prior to the ENGINEER's recommendation of final payment.

Drawings - The Drawings, plans, maps, profiles, diagrams, and other graphic representations which indicate the character, location, nature, extent, and scope of the WORK and which have been prepared by the ENGINEER and are referred to in the Contract Documents. Shop Drawings are not within the meaning of this paragraph.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer of Record - The individual, partnership, corporation, joint-venture or other legal entity named as such in the Contract Documents.

ENGINEER - The ENGINEER is the firm or person(s) selected by the OWNER to perform the duties of project inspection and management. Wrangell will inform the CONTRACTOR of the identity of the ENGINEER at or before the Notice to Proceed.

Field Order - A written order issued by the ENGINEER which may or may not involve a change in the WORK.

General Requirements - Division 1 of the Technical Specifications.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 9603) as amended from time to time.

Holidays - Legal holidays occur on:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. President's Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Alaska Day - October 18
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday and the following Friday in November
11. Christmas Day - December 25

If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday should fall on a Sunday, Sunday and the following Monday are both legal holidays.

Inspector - The authorized representative of the ENGINEER assigned to make detailed inspections for conformance to the Contract Documents. Any reference to the Resident Project Representative in this document shall mean the Inspector.

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Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes, and/or orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Mechanic's Lien - A form of security, an interest in real property, which is held to secure the payment of an obligation. When referred to in these Contract Documents, "Mechanic's Lien" or "lien" means "Stop Notice".

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date of a portion of the WORK, or a period of time within which the portion of the WORK should be performed prior to Substantial Completion of all the WORK.

Notice of Intent to Award - The written notice by the OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the requirements listed therein, within the time specified, the OWNER will enter into an Agreement.

Notice of Award - The written notice by the OWNER to the apparent successful bidder stating that the apparent successful bidder has complied with all conditions for award of the contract.

Notice of Substantial Completion - A form signed by the ENGINEER and the CONTRACTOR recommending to the OWNER that the WORK is Substantially Complete and fixing the date of Substantial Completion. After acceptance of the WORK by the OWNER's governing body, the form is signed by the OWNER and filed with the County Recorder. This filing starts the 30 day lien filing period on the WORK.

Notice to Proceed - The written notice issued by the OWNER to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the Contract Time.

OWNER - The City and Borough of Wrangell, acting through its legally designated officials, officers, or employees.

Partial Utilization - Use by the OWNER or a substantially completed part of the WORK for the purpose for which it is intended prior to Substantial Completion of all the WORK.

PCB's - Polychlorinated biphenyls.

PERMITTEE - CONTRACTOR.

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

Project - The total construction of which the WORK to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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Shop Drawings - All Drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR and submitted by the CONTRACTOR, to the ENGINEER, to illustrate some portion of WORK.

Specifications - (Same definition as for Technical Specifications hereinafter).

Stop Notice - A legal remedy for Subcontractors and suppliers who contribute to public works, but who are not paid for their WORK, which secures payment from construction funds possessed by the OWNER. For public property, the Stop Notice remedy is designed to substitute for mechanic's lien rights.

Sub-Consultant - The individual, partnership, corporation, joint-venture or other legal entity having a direct contract with ENGINEER, or with any of its Consultants to furnish services with respect to the Project.

Subcontractor - An individual, partnership, corporation, joint-venture or other legal entity having a direct contract with the CONTRACTOR, or with any of its Subcontractors, for the performance of a part of the WORK at the site.

Substantial Completion - Refers to when the WORK has progressed to the point where, in the opinion of the ENGINEER as evidenced by Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the WORK can be utilized for the purposes for which it is intended; or if no such notice is issued, when final payment is due in accordance with Paragraph 14.8. The terms "substantially complete" and "substantially completed" as applied to any WORK refer to substantial completion thereof.

Supplementary General Conditions (SGC) - The part of the Contract Documents which make additions, deletions, or revisions to these General Conditions.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman, or vendor.

Technical Specifications - Divisions 1 through 16 of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the WORK.

Underground Utilities - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: water, sewage and drainage removal, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic, or other control systems.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. WORK is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

ARTICLE 2 PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES. When the CONTRACTOR delivers the signed Agreements to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

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- 2.2 **COPIES OF DOCUMENTS.** The OWNER shall furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.
- 2.3 **COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED.** The Contract Time will start to run on the commencement date stated in the Notice to Proceed.
- 2.4 **STARTING THE WORK**
- A. The CONTRACTOR shall begin to perform the WORK within 10 days after the commencement date stated in the Notice to Proceed, but no WORK shall be done at the site prior to the commencement date, including mobilization.
 - B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ENGINEER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ENGINEER before proceeding with any WORK affected thereby.
 - C. The CONTRACTOR shall submit to the ENGINEER for review those documents called for under Section 01300 - Contractor Submittals in the General Requirements.
- 2.5 **PRE-CONSTRUCTION CONFERENCE.** The CONTRACTOR is required to attend a Pre-Construction Conference. This conference will be attended by the ENGINEER and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the General Requirements, Section 01010 - Summary of Work in the General Requirements.

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.1 **INTENT**
- A. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents shall be construed as a whole in accordance with Alaska Law.
 - B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning, unless a definition has been provided in Article 1 of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER,

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the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Contract Documents.

- C. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, the CONTRACTOR shall report it to the ENGINEER in writing at once, and the CONTRACTOR shall not proceed with the WORK affected thereby (except in an emergency as authorized by the ENGINEER) until a clarification field order, or Change Order to the Contract Documents has been issued.

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law, excepting the definition of "PERMITEE" in these permits.
2. Field Orders
3. Change Orders
4. ENGINEER's written interpretations and clarifications.
5. Agreement
6. Addenda
7. CONTRACTOR's Bid (Bid Form)
8. Supplementary General Conditions
9. Notice Inviting Bids
10. Instructions to Bidders
11. General Conditions
12. Technical Specifications
13. Drawings

- B. With reference to the Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detail Drawings govern over general Drawings
3. Addenda/ Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over standard drawings

- 3.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS. The Contract Documents may be amended to provide for additions, deletions, and revisions in the WORK or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10 CHANGES IN THE WORK).

- 3.4.0 REUSE OF DOCUMENTS. Neither the CONTRACTOR, nor any Subcontractor or Supplier, nor any other person or organization performing any of the WORK under a contract with the OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Technical Specifications, or other documents used on the WORK, and they shall not reuse any of them on the extensions of the Project or any other project without written consent of the OWNER.

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ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 AVAILABILITY OF LANDS. The OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a written temporary construction easement, lease or other appropriate agreement has been executed by the CONTRACTOR and the property owner, and a copy of said agreement furnished to the ENGINEER prior to said use; and, neither the OWNER nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

A. Explorations and Reports. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, however, reports are not to be considered complete or comprehensive and nontechnical data, interpretations, and opinions contained in such reports shall be verified by the CONTRACTOR prior to bid. The CONTRACTOR is responsible for any further explorations or tests that may be necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.

B. Existing Structures. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.4 herein) which are at or contiguous to the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, nontechnical data, interpretations, and opinions contained in such drawings shall be verified by the CONTRACTOR prior to bid. The CONTRACTOR is also responsible for any interpretation, interpolation, or extrapolation that it makes of any information shown in such drawings.

4.3 DIFFERING SITE CONDITIONS

A. The CONTRACTOR shall promptly upon discovery (but in no event later than 14 days thereafter) and before the following conditions are disturbed, notify the ENGINEER, in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Article 1 of these General Conditions, or asbestos, PCB's,

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petroleum or any other substance or material posing a threat to human or to the environment.

2. Subsurface or latent physical conditions at the site differing from those indicated in the reports referenced in SGC 4.2 Physical Conditions.
 3. Unknown physical conditions at the site of any unusual nature, differing materially from those physical conditions ordinarily encountered in the area of project and generally recognized as inherent in the area of the project and as ordinarily encountered and inherent in WORK of the character provided for in the contract. Weather conditions specifically do not constitute any change condition under this section.
- B. The OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a Change Order under the procedures described in the contract.
- C. In the event that a dispute arises between the OWNER and the CONTRACTOR whether the conditions materially differ, or involved hazardous waste or other materials listed above, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all WORK to be performed under the contract. The CONTRACTOR and OWNER shall retain any and all rights provided either by contract or by Law which pertain to the resolution of disputes and protests between the contracting parties.

4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Indicated. The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER or the ENGINEER by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements, the OWNER and the ENGINEER shall not be responsible for the accuracy or completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.
- B. Not Indicated. If an Underground Utility is uncovered or revealed at or contiguous to the site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such Underground Utility and give written notice thereof to that owner and shall notify the ENGINEER in accordance with the requirements of the Supplementary General Conditions and Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

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4.5 REFERENCE POINTS

- A. The ENGINEER will provide one benchmark, near or on the site of the WORK, and will provide two points near or on the site to establish a base line for use by the CONTRACTOR for alignment control. Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish all other lines, grades, and benchmarks required for proper execution of the WORK.
- B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by personnel qualified under the Alaska Statute governing the licensing of Architects, Engineers, and Land Surveyors.

ARTICLE 5 BONDS AND INSURANCE

5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

- A. The CONTRACTOR shall furnish, when required, Performance and Payment Bonds on forms provided by the OWNER for the penal sums of 100% of the amount of the Bid award. The surety on each bond may be any corporation or partnership authorized to do business in the State of Alaska as an insurer under AS 21.09. These bonds shall remain in effect for 12 months after the date of final payment and until all obligations and liens under this contract have been satisfied. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.
- C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions. The City Manager may, on behalf of the OWNER, notify the surety of any potential default or liability.

5.2 INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All

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insurance shall be maintained continuously during the life of the Agreement up to the date of Final Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective WORK in accordance with Paragraph 13.6, but the CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

- B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized in the State of Alaska to issue insurance policies for the limits and coverages so required. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- C. The City and Borough of Wrangell shall be listed as an additional insured on the CONTRACTOR'S general liability insurance policy and the CONTRACTOR'S pollution liability policy. CONTRACTOR shall furnish certificates to the Borough of such insurance and showing the Borough as an additional insured within ten days of receiving the Notice to Proceed. Failure to comply with this provision constitutes a material breach and default of the Agreement.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall designate in writing and keep on the WORK site at all times during its progress a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ENGINEER. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER and the ENGINEER only.
- C. The CONTRACTOR's superintendent shall be present at the site of the WORK at all times while WORK is in progress. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the site.

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6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the OWNER's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER.
- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.
- C. All costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
- D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK, including all mobilization and demobilization.
- E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the ENGINEER, or any of the ENGINEER consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.

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- F. The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time set forth in and required by these specifications. All workers shall have sufficient skill and experience to perform properly the WORK assigned to them. Workers engaged in special WORK, or skilled WORK, shall have sufficient experience in such WORK and in the operation of the equipment required to perform all WORK, properly and satisfactorily.
- G. Any person employed by the CONTRACTOR or by any Subcontractor who, in the opinion of the ENGINEER, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed forthwith by the CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of the WORK without the approval of the ENGINEER. Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ENGINEER may suspend the WORK by written notice until such orders are complied with.
- 6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ENGINEER for acceptance in accordance with the provisions in Section 01300 - Contractor Submittals in the General Requirements.
- 6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions in Section 01300 - Contractor Submittals in the General Requirements.
- 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.
- A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its Subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the Agreement and Contract documents.
- B. The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the awarded contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for contract award, and any other information requested by the OWNER from the apparent low bidder.
- 6.6 PERMITS
- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the

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prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.

- B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the “permittee” in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.
 - C. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in Section 00700 – General Conditions, Article 6.6 - PERMITS. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the “permittee” in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.
 - D. The OWNER shall apply for, and obtain, the necessary building permit for this project, however, the CONTRACTOR is responsible for scheduling and coordinating all necessary inspections. All other provisions of this Section remain in effect.
- 6.7 PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys’ fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the

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WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations.

The OWNER may, per AS 36.30, audit the CONTRACTOR's or Subcontractor(s) records that are related to the cost or pricing data for this contract, all related Change Orders, and/or contract modifications.

6.9 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.

6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their Consultants, Sub-consultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance or non-performance of the WORK.

6.11 SAFETY AND PROTECTION

A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all employees on the WORK and other persons and organizations who may be affected thereby;
2. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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- B. The CONTRACTOR shall comply with all applicable Laws and Regulations whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. The CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and program.
- D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.
- E. Material usage shall be accomplished with strict adherence to all safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
- F. The CONTRACTOR shall be responsible for coordinating communications on any exchange of Material Safety Data Sheets or other hazardous material information that is required to be made available to, or exchanged between, or among, employers at the site in accordance with Laws or Regulations.
- G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended usage to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.

6.12 SHOP DRAWINGS AND SAMPLES

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the ENGINEER for review, all Shop Drawings in accordance with Section 01300 - Contractor Submittals in the General Requirements.
- B. The Contractor shall also submit to the ENGINEER for review all samples in accordance with Section 01300 - Contractor Submittals in the General Requirements.
- C. Before submittal of each shop drawing or sample, the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the WORK and the Contract Documents.

- 6.13 CONTINUING THE WORK. The CONTRACTOR shall carry on the WORK and adhere to the progress schedule during all disputes or disagreements with the OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the OWNER may otherwise agree in writing.

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6.14 INDEMNIFICATION

- A. To the fullest extent permitted by the laws of the State of Alaska, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, their Consultants, Sub-consultants and the officers, assembly members, mayor, directors, employees, and agents of each and any of them, against and from all claims, actions, damages, and liability of any kind and any nature arising out of or related to in way any acts or omissions of the CONTRACTOR, including death, and including in any administrative action by any federal or state agency, except where the claim or action alleges willful misconduct of the OWNER and the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:
1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or non-performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, agents, or third parties;
 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER, and the ENGINEER;
 3. Liability or claims arising directly or indirectly from or based on the violation of any federal, state or local law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this contract of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this contract.
 5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER or any other parties by the CONTRACTOR, its employees, or agents;
 6. Liabilities or claims arising directly or indirectly from the willful or criminal misconduct of the CONTRACTOR, its employees, or agents; and,
 7. Liabilities or claims arising directly or indirectly from any breach of the obligations of the CONTRACTOR in the Agreement and all Contract documents.
- B. The CONTRACTOR shall reimburse the ENGINEER and the OWNER for all costs and expenses, (including but not limited to fees and charges of engineers, attorneys, experts, and other professionals and court costs including all costs of appeals) incurred by the OWNER, and the ENGINEER in enforcing the provisions of this Paragraph 6.14.
- C. The indemnification obligation under this Paragraph 6.14 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.15 CONTRACTOR'S DAILY REPORTS. The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each

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Subcontractor's manpower, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms provided by the ENGINEER and shall be submitted to the ENGINEER at the conclusion of each workday. The report should comment on the daily progress and status of the WORK within each major component of the WORK. These components will be decided by the ENGINEER.

- 6.16 ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the contract may be terminated at the sole option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.
- 6.17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES. It is understood that any turn-on or turn-off, line locates and any other work or assistance necessary by the OWNER, will be at the CONTRACTOR's expense unless otherwise stated in the bid documents. All cost must be agreed to prior to any related actions and will be considered incidental to the project cost. Billing to the CONTRACTOR will be direct from the OWNER.
- 6.18 OPERATING WATER SYSTEM VALVES
- A. The CONTRACTOR shall submit a written request, to the ENGINEER, for approval to operate any valve on any in-service section of the City water system. The request must be submitted at least 24-hours prior to operating any valves. The request shall specifically identify each valve to be operated, the time of operation, and the operation to be performed. The CONTRACTOR shall obtain the written approval of the ENGINEER for any scheduled operation before operating any valve.
- B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, to the OWNER or any other party, caused by unauthorized operation of any valve of the City water system.
- 6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. City and Borough of Wrangell Noise Ordinance. The noise loudness measured at the boundary line of the premises used for industrial activities shall not exceed 90 decibels between the hours of 7:00 AM and 8:00 PM on weekdays and the hours of 10:00 AM and 8:00 PM on weekends and holidays, and 40 decibels at other hours, unless a permit shall first be obtained from the OWNER. Such permit shall be issued by the OWNER only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents.

ARTICLE 7 OTHER WORK

7.1 RELATED WORK AT SITE

- A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts therefor which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.

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- B. The CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.
- C. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the work of any such other contractor or utility owner (or OWNER), the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's WORK except for latent or nonapparent defects and deficiencies in the other work.

7.2 COORDINATION. If the OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary General Conditions, and the specific matters to be covered by such authority and responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary General Conditions.

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 COMMUNICATIONS

- A. The OWNER shall issue all its communications to the CONTRACTOR through the ENGINEER.
- B. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER.

8.2 PAYMENTS. The OWNER shall make payments to the CONTRACTOR as provided in Paragraphs 14.5, 14.8, 14.9 and 14.10.

8.3 LANDS, EASEMENTS, AND SURVEYS. The OWNER's duties in respect of providing lands and easements and providing surveys to establish reference points are set forth in Paragraphs 4.1 and 4.5.

8.4 CHANGE ORDERS. The OWNER shall execute Change Orders as indicated in Paragraph 10.1F.

8.5 INSPECTIONS AND TESTS. The OWNER's responsibility in respect of inspections, tests, and approvals is set forth in Paragraph 13.3.

8.6 SUSPENSION OF WORK. In connection with the OWNER's right to stop WORK or suspend WORK, see Paragraphs 13.4 and 15.1.

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- 8.7 **TERMINATION OF AGREEMENT.** Paragraphs 15.2 and 15.3 detail the OWNER's right to terminate services of the CONTRACTOR.

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

- 9.1 **OWNER'S REPRESENTATIVE.** The ENGINEER will be the OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of the ENGINEER as the OWNER's representative during construction are set forth in the Contract Documents.
- 9.2 **VISITS TO SITE.** The ENGINEER will make visits to the site during construction to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. Exhaustive or continuous on-site inspections to check the quality or quantity of the WORK will not be required of the ENGINEER. The ENGINEER will not, during such visits, or as a result of such observations of the CONTRACTOR's WORK in progress, supervise, direct, or have control over the CONTRACTOR's WORK.
- 9.3 **PROJECT REPRESENTATION.** The ENGINEER may furnish an Inspector to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority are as follows:

A. **Duties, Responsibilities and Limitations of Authority of Inspector**

General. The Inspector, who is the ENGINEER's Agent, will act as directed by and under the supervision of the ENGINEER and will confer with the ENGINEER regarding its actions. The Inspector's dealings in matters pertaining to the on-site WORK shall, in general, be only with the ENGINEER and the CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of the CONTRACTOR. Written communication with the OWNER will be only through or as directed by the ENGINEER.

Duties and Responsibilities. The Inspector will:

1. Review the progress schedule, list of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning their acceptability.
2. Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Serve as the ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist said superintendent in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.
4. As requested by the ENGINEER, assist in obtaining from the OWNER additional details or information, when required at the site for proper execution of the WORK.
5. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the CONTRACTOR and notify the ENGINEER of their availability for examination.

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6. Conduct on-site observations of the WORK in progress to assist the ENGINEER in determining if the WORK is proceeding in accordance with the Contract Documents.
7. Report to the ENGINEER whenever the Inspector believes that any WORK is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspection, tests or approval required to be made or has been damaged prior to final payment; and advise the ENGINEER when the Inspector believes WORK should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
8. Verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents and in presence of the required personnel, and that the CONTRACTOR maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
9. Accompany visiting inspectors representing public or other agencies having jurisdiction over the WORK, record the outcome of these inspections, and report to the ENGINEER.
10. Transmit to the CONTRACTOR the ENGINEER's clarifications and interpretations of the Contract Documents.
11. Consider and evaluate the CONTRACTOR's suggestions for modifications in the Contract Documents and report them with recommendations to the ENGINEER.
12. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submittals, reproductions of original Contract Documents including all addenda, Change Orders, field orders, additional Drawings issued subsequent to the execution of the contract, the ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
13. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list all project visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of performing and observing test procedures. Send copies to the ENGINEER.
14. Record names, addresses, and telephone numbers of the CONTRACTOR, Subcontractors, and major suppliers of materials and equipment.
15. Furnish the ENGINEER with periodic reports as required of progress of the WORK and the CONTRACTOR's compliance with the accepted progress schedule and schedule of CONTRACTOR submittals.
16. Consult with the ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the WORK.
17. Report immediately to the ENGINEER upon the occurrence of any accident.
18. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submittal and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, WORK completed, and materials and equipment delivered at the site but not incorporated in the WORK.
19. During the course of the WORK, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed; and deliver this material to the ENGINEER for its review and forwarding to the OWNER prior to final acceptance of the WORK.

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20. Before the ENGINEER prepares a Certificate of Substantial Completion/Notice of completion, as applicable, review the CONTRACTOR's punch list items requiring completion or correction and add any items that CONTRACTOR has omitted.
21. Conduct final inspection in the company of the ENGINEER, the OWNER, and the CONTRACTOR, and prepare a final punch list of items to be completed or corrected.
22. Verify that all items on the punch list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

Limitations of Authority. Except upon written instruction of the ENGINEER, the Inspector:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute material or equipment.
2. Shall not exceed limitations on the ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of the CONTRACTOR, Subcontractors or CONTRACTOR's superintendent, or expedite the WORK.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the WORK.

9.4 CLARIFICATIONS AND INTERPRETATIONS. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with, or reasonably inferred from, the overall intent of the Contract Documents.

9.5 AUTHORIZED VARIATIONS IN WORK. The ENGINEER may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK involved in a manner that minimizes the impact to the WORK and the contract completion date. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

9.6 REJECTING DEFECTIVE WORK. The ENGINEER will have authority to reject WORK which the ENGINEER believes to be defective and will also have authority to require special inspection or testing of the WORK as provided in Paragraph 13.3G, whether or not the WORK is fabricated, installed, or completed.

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

- A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals, including Shop Drawings, samples, substitutes, or "or equal" items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.

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The ENGINEER's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

- B. In connection with the ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with the ENGINEER's responsibilities in respect of Applications for Payment, see Article 14.

9.8 DECISIONS ON DISPUTES

- A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the ENGINEER in writing with a request for formal decision in accordance with this paragraph, which the ENGINEER will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the ENGINEER within 60 days after such occurrence unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim. The failure of the CONTRACTOR to provide all supporting documentation for the claim shall result in the denial of the claim and the waiver of the claim by the CONTRACTOR.
- B. The rendering of a decision by the ENGINEER with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the OWNER or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

- A. Neither the ENGINEER's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ENGINEER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of

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any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.

- C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents, except where the failure of the CONTRACTOR is the result of negligent acts or omissions of the ENGINEER in the ENGINEER's performance of its obligations.
- D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, supplier, or any other person or organization performing any of the WORK.

ARTICLE 10 CHANGES IN THE WORK

10.1 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the ENGINEER.
- B. If the CONTRACTOR believes that it is entitled to an increase or decrease in the Contract Price, or an extension or shortening in the Contract Time as the result of a Field Order, a claim may be made as provided in Articles 11 and 12.
- C. If the OWNER and CONTRACTOR agree on the value of any work, or the amount of Contract Time that should be allowed as a result of a Field Order, upon receiving written notice from the ENGINEER, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the work pending the issuance of a Change Order.
- D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to WORK, and a claim may be made therefor as provided in Articles 11 and 12.
- E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.
- F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:

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1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1A;
 2. changes required because of acceptance of Defective WORK under Paragraph 13.7;
 3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
 4. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the ENGINEER pursuant to Paragraph 9.8.
- G. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.2 ALLOWABLE QUANTITY VARIATIONS

- A. In the event of an increase or decrease in Bid item quantity of a unit price contract, the total amount of WORK actually done or materials or equipment furnished shall be paid for according to the unit bid price established for such WORK under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25% of the estimated quantity of any major item of the WORK. Major Item is defined as any bid item amount that is ten percent (10%) or more of the total contract amount.
- B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the OWNER and the CONTRACTOR. If the OWNER and the CONTRACTOR fail to agree upon the price of the eliminated work, the price shall be determined in accordance with the provisions of Article 11.

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order approved by the Borough Assembly. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 7 days) after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with all supporting documentation and data shall be delivered within 14 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence or event. All claims for adjustment in the Contract Price shall be determined by the

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ENGINEER in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.

- C. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved. Unit prices not specified in the contract documents shall be determined by the unit price for that item or items in the CONTRACTOR'S bid.
 2. By mutual acceptance of a lump sum, which may, but is not required to, include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
 3. On the basis of the cost of work (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.4).

11.2 COSTS RELATING TO WEATHER. The CONTRACTOR shall have no claims against the OWNER for damages for any injury to WORK, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment and work, the CONTRACTOR may be granted a reasonable extension of Contract Time to make proper repairs, renewals, and replacements of the work, materials, or equipment.

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. General. The term "cost of work" means the sum of all costs actually and necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.5 EXCLUDED COSTS.
- B. Labor. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, worker's compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for forepersons shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the mark-up set out in paragraph 11.4.
- C. Materials. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:

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1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
 4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.
- D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate. The CONTRACTOR shall not be entitled for any rental rate for equipment the use of which would have necessary to provide the unit of work and which should have been included in the CONTRACTOR'S bid price for that unit of work.
1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.
 2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number.
 3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 4. Individual pieces of equipment or tools having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
 5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 6. Equipment Rental Rates. Unless otherwise agreed in writing, the CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication: "Rental Rate Blue Book" as published by Dataquest (a company of the Dunn and Bradstreet

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Corporation), 1290 Ridder Park Drive, San Jose, CA 95131, telephone number (800) 227-8444.

- E. Equipment on the Work Site. The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work, or if it was not necessary to move equipment from another location to the site. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.
1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
 3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
 4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the work site, or in the absence of such labor, established by collective bargaining agreements for the type of worker and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.3B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.
 5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.
- F. Specialty Work. Specialty work is defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following shall apply in making estimates for payment for specialty work:
1. Any bid item of WORK to be classified as Specialty Work shall be listed as such in the Supplementary General Conditions. Specialty work shall be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for specialty work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.

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- 2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as specialty work and accordingly, the invoices for the work may be accepted without detailed itemization.
- 3. All invoices for specialty work will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for specialty work.

G. Sureties. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR’s sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

11.4 CONTRACTOR’S FEE

A. Extra work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the ENGINEER, plus allowances for overhead and profit. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraph 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Overhead and Profit Allowance	
Labor	15 percent
Materials.....	10 percent
Equipment	10 percent

To the sum of the costs and mark-ups provided for in this Article, one percent shall be added as compensation for bonding.

B. It is understood that labor, materials, and equipment may be furnished by the CONTRACTOR or by the Subcontractor on behalf of the CONTRACTOR. When all or any part of the extra work is performed by a Subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the Subcontractor, to which the CONTRACTOR may add 5 percent of the Subcontractor’s total cost for the extra work. Regardless of the number of hierarchical tiers of Subcontractors, the 5 percent increase above the Subcontractor’s total cost which includes the allowances for overhead and profit specified herein may be applied one time only.

11.5 EXCLUDED COSTS. The term Cost of the Work shall not include any of the following:

A. Payroll costs and other compensation of CONTRACTOR’s officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys’ auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR’s principal or a branch office for general administration of the work, or not

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specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

- B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- D. Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).
- E. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.
- F. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 11.4.
- G. Equipment rental cost for equipment that would be needed to perform the unit of work as reflected in the bid price for that unit of work.
- H. Mobilization or demobilization for equipment that would necessarily have been used to perform that unit of work as reflected in the bid price for that unit of work.

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 GENERAL

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the ENGINEER in accordance with Paragraph 9.8 if the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A. An increase in Contract Time does not mean that the Contractor is due an increase in Contract Price. Only Compensable time extensions will result in an increase in Contract Price.
- B. All time limits stated in the Contract Documents are of the essence of the Agreement. OWNER reserves the right to direct CONTRACTOR to accelerate his work, at no cost to OWNER, if CONTRACTOR fails to maintain contract schedule.

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- C. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the project due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, unprecedented weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.
- D. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost on the critical path of the project due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall the OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO WEATHER. Contract Time may be extended by the ENGINEER because of delays in completion of the WORK due to unusually severe weather, provided that the CONTRACTOR shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing of the cause of delay and request an extension of Contract Time. The ENGINEER will ascertain the facts and the extent of the delay and extend the time for completing the work when, in the ENGINEER's judgment, the findings of fact justify such an extension. Unprecedented, abnormal, or unusually severe weather will be defined as an event, or events, with a greater than 50-year recurrence interval, as determined by the National Weather Service, or equivalent State or Federal agency

ARTICLE 13 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

- 13.1 WARRANTY AND GUARANTEE. The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ENGINEER shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.
- 13.2 ACCESS TO WORK. OWNER, ENGINEER, their Consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

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13.3 TESTS AND INSPECTIONS

- A. The CONTRACTOR shall give the ENGINEER timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).
- C. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the ENGINEER and the CONTRACTOR.
- E. If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.
- F. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.
- G. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection,

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and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, attorneys, and other professionals. However, if such work is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

- 13.4 OWNER MAY STOP THE WORK. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.
- 13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the ENGINEER, the CONTRACTOR shall promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, attorneys, and other professionals made necessary thereby.
- 13.6 ONE YEAR CORRECTION PERIOD
- A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such Defective WORK, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of engineers, attorneys and other professionals will be paid by the CONTRACTOR.
- B. Where Defective WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.6, the correction period hereunder with respect to such WORK will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- 13.7 ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of defective work, the OWNER prefers to accept the WORK, the OWNER may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the OWNER's evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

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ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

- 14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN). The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the ENGINEER.
- 14.2 UNIT PRICE BID SCHEDULE. Progress payments on account of Unit Price work will be based on the number of units completed.
- 14.3 APPLICATION FOR PROGRESS PAYMENT
- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.
- C. Each Application for Payment shall be submitted with an updated Progress Schedule, as required in Section 01300 Contractor Submittals. Each Application for Payment will also be accompanied by Contractor and Subcontractor certified payroll reports for periods covered by the period covered by the Application for Payment.
- D. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments will be paid in full in accordance with Article 14 of the General Conditions until 90% of the Contract Price has been paid. The remaining 10% of the Contract Price amount may be withheld until:
1. final inspection has been made;
 2. completion of the project; and
 3. acceptance of the project by the OWNER.
- E. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000.00 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by an invoice (including shipping), a certification that the materials meet the applicable contract specifications, and any evidence required by the OWNER that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest

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therein, all of which will be satisfactory to the OWNER. Payment for materials will not constitute final acceptance. It shall be the CONTRACTOR's responsibility to protect the material from damage, theft, loss, or peril while in storage. Unless otherwise prescribed by law, the Value of Materials Stored at the Site shall be paid at the invoice amount up to a maximum of 85% of the Contract Price for those items.

14.4 CONTRACTOR'S WARRANTY OF TITLE. The CONTRACTOR warrants and guarantees that title to all work, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of payment free and clear of all liens.

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the later case, the CONTRACTOR may make the necessary corrections and resubmit the Application, at which point the 7 days for ENGINEER review will begin again. If the ENGINEER still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the OWNER to the CONTRACTOR.
- B. The OWNER may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the OWNER on account of the CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within 7 days (with a copy to the ENGINEER) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

- A. The OWNER shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the OWNER plans to exercise said right, the CONTRACTOR will be notified in writing by the OWNER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.
- B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.
- C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER and the CONTRACTOR's one year correction period shall commence only after the date of Substantial Completion for the WORK.

SECTION 00700 - GENERAL CONDITIONS

- 14.7 SUBSTANTIAL COMPLETION. When the CONTRACTOR considers the WORK ready for its intended use the CONTRACTOR shall notify the OWNER and the ENGINEER in writing that the WORK is substantially complete. The CONTRACTOR will attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER does not consider the WORK substantially complete, or the list of remaining work items to be comprehensive, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the WORK substantially complete, the ENGINEER will prepare and deliver to the OWNER, for its execution and recording, the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of Substantial Completion.
- 14.8 FINAL APPLICATION FOR PAYMENT. After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.7 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, contract releases, record as-built documents (as provided in the General Requirements) and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the OWNER) of all liens arising out of or filed in connection with the WORK.
- 14.9 FINAL PAYMENT AND ACCEPTANCE
- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the Application to the OWNER for payment.
- B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
1. Liquidated damages, as applicable.
 2. Two times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.
- 14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

SECTION 00700 - GENERAL CONDITIONS

- A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-day processing time), the OWNER will release to the CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph 14.5B.
- B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the OWNER within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the OWNER under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.
- 14.11 CONTRACTOR'S CONTINUING OBLIGATION. The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Notice of Completion, nor any payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- 14.12 FINAL PAYMENT TERMINATES LIABILITY OF OWNER. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less monies withheld as applicable, pursuant to Paragraph 14.10A. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of the OWNER and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act of neglect of the OWNER or of any person relating to or affecting the WORK, except demands against the OWNER for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Notice of Completion.

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

- 15.1 SUSPENSION OF WORK BY OWNER. The OWNER, acting through the ENGINEER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the ENGINEER of a notice of resumption of work. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.
- 15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)
- A. In the event of default by the CONTRACTOR, the OWNER may give 10 days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and

SECTION 00700 - GENERAL CONDITIONS

provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of work meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or ENGINEER's instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents; or 5) breach any of the material terms of the Agreement or the Contract documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the Notice of Termination.

- B. In the event the Agreement is terminated in accordance with Paragraph 15.2A, herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.

15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time in its sole discretion in the best interests of the City and Borough of Wrangell. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for the value of work performed up to the date the Agreement is terminated, which shall be based on the CONTRACTOR'S bid price for all units of work performed and in no circumstances shall exceed the bid price for each unit of work actually performed; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ENGINEER in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: 1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from the OWNER within this time period; or, 2) the OWNER should fail to pay the CONTRACTOR any monies due him as approved for payment by the ENGINEER in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within the 10-day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of that paragraph.

ARTICLE 16 MISCELLANEOUS

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- 16.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. E-mail shall not constitute written notice.
- 16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK
- A. The CONTRACTOR may use on the Project, with ENGINEER's approval, such stone, gravel, sand, or other material determined suitable by the ENGINEER, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow or select borrow.
 - B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.
 - C. The CONTRACTOR shall not excavate or remove any material from within the Project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ENGINEER.
 - D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the OWNER may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such materials are in a stockpile, the ENGINEER may require: That it remain in stockpile; the CONTRACTOR level such stockpile(s); or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the OWNER from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the OWNER and the CONTRACTOR.
 - E. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the ENGINEER.
- 16.3 RIGHT TO AUDIT. If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such

SECTION 00700 - GENERAL CONDITIONS

representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.

- 16.4 ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES. When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ENGINEER. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the ENGINEER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such order(s) shall be covered by an appropriate contract change document.
- 16.5 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS. All work over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.
- 16.6 GRATUITY AND CONFLICT OF INTEREST. The CONTRACTOR agrees to not extend any loan, gratuity, or gift of money of any form whatsoever to any employee or elected official of the OWNER.

16.7 SUITS OF LAW CONCERNING THE WORK

A. The Superior Court for the State of Alaska, First Judicial District at Wrangell, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind an any nature arising out of or relating to this Agreement and all Contract documents or for any action of any kind and any nature arising out of or related to the performance of non-performance of the CONTRATOR, and CONTRACTOR'S employees, subcontractors, consultants and representatives.

- B. If one of the questions at issue is the satisfactory performance of the work by the CONTRACTOR and should the appropriate court of law judge the work of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal and all other expenses (as may be allowed and set by the court) incurred by the OWNER because of the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the contract.

16.8 CERTIFIED PAYROLLS

- A. All CONTRACTORs or Subcontractor who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).

SECTION 00700 - GENERAL CONDITIONS

- B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.
- C. A CONTRACTOR or Subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

16.9 PREVAILING WAGE RATES

- A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The CONTRACTOR, or Subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the WORK.
- B. Failure to Pay Agreed Wages, AS 36.05.080. If it is found that a laborer, mechanic, or field surveyor employed by the CONTRACTOR or Subcontractor has been, or is being, paid a rate or wages less than the established rate, the OWNER may, by written notice, terminate the CONTRACTOR or Subcontractors right to proceed with the work. The OWNER may prosecute the work to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the WORK. (Section 2 ch 52 SLA 1959).
- F. Listing CONTRACTOR's Who Violate Contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this list, and no firm, corporation, partnership or association in which the person has an interest, may work as a CONTRACTOR or Subcontractor on a public construction contract for the State, or a political subdivision of the state, until three years after the date of publication of the list. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).

16.10 EMPLOYMENT REFERENCE. Workers employed in the execution of the contract by the CONTRACTOR or by any Subcontractor under this contract shall not be required or permitted to labor more than 8 hours a day or 40 hours per week in violation of the provisions of the Alaska Wage and Hour Act, Section 23.10.060.

16.11 COST REDUCTION INCENTIVE

- A. At any time within 45 days after the date of the Notice of Award, the CONTRACTOR may submit to the ENGINEER in writing, proposals for modifying the plans, specifications, or other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.
- B. The cost reduction proposal shall contain the following information:

SECTION 00700 - GENERAL CONDITIONS

1. Description of both the existing contract requirements for performing the WORK and the proposed changes.
 2. An itemization of the contract requirements that must be changed if the proposal is adopted.
 3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
 4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
 5. The contract items of WORK affected by the proposed changes including any quantity variations.
 6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
 7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.
- C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the work attributable to the consideration or implementation of any such proposal.
- D. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.
- E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has been issued. If any executed Change Order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.
- F. The OWNER shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in Contract Time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.
- G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.

SECTION 00700 - GENERAL CONDITIONS

- H. Acceptance of the cost reduction proposal and performance of the work does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a Contract Time savings, the total Contract Time shall be reduced by an amount equal to the time savings realized.
- I. The amount specified to the CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of WORK. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.
- J. The OWNER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.
- K. The CONTRACTOR shall bear the costs, if any, to revise all bonds and insurance requirements for the project, to include the cost reduction WORK.

END OF SECTION

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

GENERAL. These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SGC 5.2 INSURANCE AMOUNTS. The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

A. Workers' Compensation: (under Paragraph 5.2, C.1 of the General Conditions) as in accordance with AS 23.30.045:

- 1. State: Statutory
- 2. Applicable Federal (e.g., Longshore): Statutory

Note: If the WORK called for in the Contract Documents involves work in or on any navigable waters, the CONTRACTOR shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under Federal or State laws pertaining to workers in or on navigable waters.

- 3. Employers Liability
 - Bodily Injury by Accident: \$100,000.00 Each Accident
 - Bodily Injury by Disease: \$100,000.00 Each Employee
 - Bodily Injury by Disease: \$500,000.00 Policy Limit

- a. CONTRACTOR agrees to waive all rights of subrogation against the OWNER and CDBG for work performed under Contract.
- b. If CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a condition of the Contract.

B. Commercial General Liability: (under Paragraph 5.2, C.2 of the General Conditions):

- 1. Combined Single Limit
 - a. General Policy
 - \$2,000,000.00 Each Occurrence
 - \$3,000,000.00 Annual Aggregate
 - b. Products/Completed Operations
 - \$2,000,000.00 Each Occurrence
 - \$3,000,000.00 Annual Aggregate
 - c. Personal Injury
 - \$2,000,000.00 Each Occurrence

C. Commercial Automobile Liability: (under Paragraph 5.2, C.3 of the General Conditions) including all Owned, Hired, and Non-Owned Vehicles:

Coverage limits not less than \$500,000.00 per person/\$1,000,000.00 per occurrence bodily injury and \$50,000.00 property damage.

D. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

not contributory to any other insurance available to the OWNER or the CDBG.

- E. All policies will provide for 30 Days written notice prior to any cancellation or nonrenewal of insurance policies required under Contract. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Grant Agreement and/or contractor's services.
- F. The OWNER and the CDBG shall be named as an "Additional Insured" under all liability coverages listed in this Section, except for workers' compensation insurance. CONTRACTOR shall furnish OWNER a certificate from the insurer showing the OWNER as an Additional Insured within ten (10) days of the CONTRACTOR receiving the Notice to Proceed. Failure of the CONTRACTOR to fully and strictly comply with this Section shall constitute a default and a material breach of the Agreement and Contract documents.

END OF SECTION

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

CDBG SUPPLEMENTAL CONDITIONS

The following CDBG Supplemental Conditions are hereby made a part of this contract and shall supplement and/or supersede any articles of these specifications in conflict therewith.

Any subsequent and/or addenda issued after these specifications have been prepared shall supplement and/or supersede any articles of these specifications.

1. CDBG Funding Notice
2. Alaska License Requirements
3. Insurance and Bonding Requirements
4. Reports and Information
5. Access to Records
6. Contract Pricing
7. Federal Labor Standards Provisions (HUD Form 4010)
8. Schedule of Minimum Hourly Wage Rates
9. Special Equal Opportunity Provisions
 - a. Equal Employment Opportunity
 - b. Title VI of the Civil Rights Act of 1964
 - c. Section 109 of the Housing and Community Development Act of 1974
 - d. Minority/Women Business Enterprise
10. The Architectural Barriers Act
11. The Americans With Disabilities Act
12. Compliance with Clean Air and Clean Water Acts
13. Lead-Based Paint Poisoning Prevention
14. Section 3 of the Housing and Community Development Act of 1968
15. Conflict of Interest
16. Breach of Contract
17. Termination

CDBG SUPPLEMENTAL CONDITIONS

(1)

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

1. CDBG FUNDING NOTICE

This project is funded fully or in part by the Community Development Block Grant program. This contract is subject to all laws and regulations governing the use of such funding. The contractor is bound to each and every applicable provision of the Grant Agreement between the owner and the State of Alaska governing the use of such funding. This contract shall not create between the State of Alaska and the contractor or any subcontractor any relationship. The State of Alaska is not liable for damages or claims from damages arising from the contractor's or any subcontractor's performance or activities under the terms of this contract.

2. ALASKA LICENSE REQUIREMENTS

Any Contractor bidding on public work in the State of Alaska is required to have a license from the State of Alaska based upon the nature, extent, and amount of the contract. No Bid will be considered that does not carry the state license number on the cover page of the Contract Documents and on the Bid Form immediately following the signature and address of the Bidder. Furthermore, the Contractor by signing this Contract represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR Part 570 and Alaska Statute 36.30.

3. INSURANCE AND BONDING REQUIREMENTS

The contractor is required to provide and maintain Workers' Compensation Insurance as required by AS 23.30. The contractor must be bonded and insured for at least the amount of the project and, if appropriate, must maintain Professional Liability Insurance.

4. REPORTS AND INFORMATION

The contractor, at such times and in such forms as the owner may require, shall furnish the owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

5. ACCESS TO RECORDS

The owner, the Inspector General of the United States, the U.S. Department of Housing and Urban Development, and the U.S. Department of Labor, the General Accounting Office, and the State of Alaska Department of Commerce, Community and Economic Development shall be permitted by the contractor to have full access to, and right to examine any pertinent books, documents, papers and records of the contractor involving transactions related to this contract, during the period of the project and for three (3) years from the date of final payment or until all findings have been resolved to the satisfaction of the State of Alaska.

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

6. CONTRACT PRICING

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.

7. FEDERAL LABOR STANDARDS PROVISIONS

(See HUD form 4010 inserted at the end of this section)

8. SCHEDULE OF MINIMUM HOURLY WAGE RATES

(See Wage Determination inserted at the end of this section)

9. SPECIAL EQUAL OPPORTUNITY PROVISIONS

(a) Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issues pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that each provision will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the even the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

(b) Title VI of the Civil Rights Act of 1964. Provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

(c) Section 109 of the Housing and Community Development Act of 1974. "No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an other wise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity."

(d) Minority/Women Business Enterprise. Under the provisions of Executive Order 11246 and OMB Circular A-102, contractors on federally-funded projects are required to take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the contractor must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority subcontractors and suppliers to the owner upon request.

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

10. THE ARCHITECTURAL BARRIERS ACT

All design specifications for the construction of any building shall provide access to the physically handicapped in accordance with the Architectural Barriers Act of 1968.

11. THE AMERICANS WITH DISABILITIES ACT

(a) The contractor will ensure that no person will be discriminated against in any terms or conditions of employment for qualified individuals with a disability, in accordance with Title I of The Americans With Disabilities Act.

(b) The contractor will ensure that services offered by public entities will be accessible and available to persons with disabilities, in accordance with Title II of The Americans With Disabilities Act.

(c) The contractor will take affirmative steps to remove physical barriers and implement readily achievable modifications to existing public accommodations, and will prohibit discriminatory policies and procedures in providing goods and services to the general public, in accordance with Title III of The Americans With Disabilities Act.

(d) The contractor will not retaliate against or attempt to coerce an individual who seeks to enforce his or her own or another's rights under The Americans With Disabilities Act, in accordance with Title V of The Americans With Disabilities Act.

12. COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACTS

(Applicable to federally-assisted construction contracts and related subcontracts exceeding \$100,000.)

Compliance with Clean Air and Water Acts. During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency.

13. LEAD-BASED PAINT POISONING PREVENTION

The Contractor shall comply with the provisions of Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance of any kind.

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

14. SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968.

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of [24 CFR Part 75](#). Section 3 applies to recipients receiving community development financial assistance for public construction projects that exceed \$200,000. Section 3 regulations ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

15. CONFLICT OF INTEREST

No member, officer, or employee of the owner or its designees or agents shall have any personal or pecuniary gain or interest, direct or indirect, in this contract or any subcontracts assisted by this contract.

16. BREACH OF CONTRACT

If the Contractor fails to perform any of its obligations under the Contract Documents or fails to comply with applicable state and federal laws governing the use of Community Development Block Grant funding, the Owner may apply such administrative, contractual, or legal remedies including sanctions, penalties, and termination as may be appropriate.

17. TERMINATION

The Owner may, at any time, terminate the contract for the Owner's convenience and without cause. Upon receipt of written notice from the owner of such termination for the owner's convenience, the contractor shall cease operations as directed by the Owner and the notice.

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) **Payrolls and basic records.**
- (i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.
- Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)
- (ii) **Certified Payroll Reports.**
- (A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) **Apprentices and Trainees.**
- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Davis-Bacon Act WD # AK20220001

Wage Determination Modification # 9

Construction, Building, Heavy

Last Revised Date: Oct 14, 2022

States and Counties

State: Alaska

Counties: Anchorage, Bethel, Bristol Bay, Denali, Dillingham, Fairbanks North Star, Haines, Juneau, Kenai Peninsula, Ketchikan Gateway, Kodiak Island, Nome, North Slope, Northwest Artic, Peninsula & Lake, Sitka, Valdez-Cordova, Wade Hampton, Yukon-Koyukuk

Document

"General Decision Number: AK20220001 10/14/2022

Superseded General Decision Number: AK20210001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
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SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/18/2022
2	02/25/2022
3	03/11/2022
4	03/18/2022
5	04/15/2022
6	07/08/2022
7	09/09/2022
8	09/23/2022
9	10/14/2022

ASBE0097-001 06/01/2021

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 38.68	21.57
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 37.38	19.55

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

BOIL0502-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 47.03	30.59

BRAK0001-002 07/01/2020

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 42.16	19.67
Tile & Terrazzo Finisher.....	\$ 35.99	19.67

CARP1281-001 09/01/2019

	Rates	Fringes
CARPENTER Including Lather and Drywall Hanging.....	\$ 38.34	26.51

CARP1501-001 09/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 37.64	23.46

CARP2520-003 09/01/2019

	Rates	Fringes
Diver		
Stand-by.....	\$ 42.65	26.51
Tender.....	\$ 41.65	26.51
Working.....	\$ 82.45	26.51
Piledriver		
Piledriver; Skiff Operator and Rigger.....	\$ 38.34	26.51
Sheet Stabber.....	\$ 38.34	26.51
Welder.....	\$ 43.90	26.51

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$1.00 per foot
101 feet and deeper	\$2.00 per foot

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

5-50 FEET	\$1.00 PER FOOT/DAY
51-100 FEET	\$2.00 PER FOOT/DAY
101 FEET AND ABOVE	\$3.00 PER FOOT/DAY

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation

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hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

ELEC1547-004 04/01/2022

	Rates	Fringes
CABLE SPLICER.....	\$ 42.77	3% + 27.97
ELECTRICIAN.....	\$ 42.44	3% + 28.22

ELEC1547-005 04/01/2022

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 62.29	3%+32.37
Linemen (Including Equipment Operators, Technician).....	\$ 61.29	3%+30.98
Powderman.....	\$ 59.29	3%+32.37
TREE TRIMMER.....	\$ 38.05	3%+27.01

ELEV0019-002 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.16	36.885+a+b

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate for over 5 year's service and 6% of the basic hourly rate for 6 months to 5 years' of service as vacation paid credit. b. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Friday after Thanksgiving, and Christmas Day

ENGI0302-002 01/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 43.53	25.95
GROUP 1A.....	\$ 45.29	25.95
GROUP 2.....	\$ 42.76	25.95
GROUP 3.....	\$ 42.76	25.95
GROUP 4.....	\$ 35.83	25.95
TUNNEL WORK		
GROUP 1.....	\$ 47.88	25.95
GROUP 1A.....	\$ 49.82	25.95
GROUP 2.....	\$ 47.04	25.95

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

GROUP 3.....	\$ 46.24	25.95
GROUP 4.....	\$ 39.41	25.95

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type, (b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Camera/Tool/Video Operator (Slipline), Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Clamshells and Draglines (over 3 yards), (b) Tower cranes; Licensed Water/Waste Water Treatment Operator; Loaders over 5 yds.; Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours); Motor Patrol Grader, Dozer, Grade Tractor, Roto-mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Shovels, Backhoes, Excavators with all attachments (over 3 yards), Sidebooms over 45 tons; Slip Form Paver, C.M.I. and similar types; Scrapers over 40 yards;

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

steel erection; Towermobiles and Air Tuggers;
Horizontal/Directional Drill Locator; Licensed Grade
Technician; Loaders, (i.e., Elevating Grader and Material
Transfer Vehicle); Locomotives: rod and geared engines;
Mixers; Screening, Washing Plant; Sideboom (cradling rock
drill regardless of size); Skidder; Trenching Machine under
16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum;
Bombardier (tack or tow rig); Boring Machine; Brooms-power;
Bump Cutter; Compressor; Farm tractor; Forklift, industrial
type; Gin Truck or Winch Truck with poles when used for
hoisting; Grade Checker and Stake Hopper; Hoist, Air
Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber
Green and similar types (b) Forklifts or Lumber Carrier
(on construction job site) (c) Forklifts with Tower (d)
Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey
(air, steam, gas and electric) Speeders; Mechanics (light
duty); Oil, Blower Distribution; Post Hole Diggers,
mechanical; Pot Fireman (power agitated); Power Plant,
Turbine Operator, under 200 k.w.; Pumps-water; Roller-other
than Plantmix; Saws, concrete; Skid Steer with all
attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Crane Assistant Engineer; Parts and
Equipment Coordinator; Swamper (on trenching machines or
shovel type equipment); Spotter; Steam Cleaner; Drill
Helper.

FOOTNOTE: Groups 1-4 receive 10% premium while performing
tunnel or underground work. Rig Oiler/Crane Assistant
Engineer shall be required on cranes over 85 tons or over
100 feet of boom.

* IRON0751-003 07/01/2022

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....	\$ 41.49	34.86
BRIDGE, STRUCTURAL,		
ORNAMENTAL,		
REINFORCING		
MACHINERY MOVER,		
RIGGER,		
SHEETER, STAGE		
RIGGER,		
BENDER OPERATOR.....	\$ 41.49	34.86
BRIDGE, STRUCTURAL,		
ORNAMENTAL, REINFORCING		
MACHINERY MOVER, RIGGER,		
SHEETER, STAGE RIGGER,		

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BENDER OPERATOR.....	\$ 38.75	32.63
FENCE, BARRIER INSTALLER....	\$ 37.99	34.86
GUARDRAIL INSTALLERS.....	\$ 38.99	34.86
GUARDRAIL LAYOUT MAN.....	\$ 38.72	34.86
HELICOPTER, TOWER.....	\$ 42.49	34.86

LABO0341-001 04/01/2021

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 32.00	31.11
GROUP 2.....	\$ 33.00	31.11
GROUP 3.....	\$ 33.90	31.11
GROUP 3A.....	\$ 37.18	31.11
GROUP 3B.....	\$ 40.97	28.40
GROUP 4.....	\$ 21.57	31.11
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 35.20	31.11
GROUP 2.....	\$ 36.30	31.11
GROUP 3.....	\$ 37.29	31.11
GROUP 3A.....	\$ 40.90	31.11
GROUP 3B.....	\$ 45.07	28.40

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

LABO0942-001 04/01/2022

	Rates	Fringes
Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees		
GROUP 1.....	\$ 33.00	31.37
GROUP 2.....	\$ 34.00	31.37
GROUP 3.....	\$ 34.90	31.37

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GROUP 3A.....	\$ 38.18	31.37
GROUP 3B.....	\$ 41.97	29.00
GROUP 4.....	\$ 22.57	31.37
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 36.20	31.37
GROUP 2.....	\$ 37.40	31.37
GROUP 3.....	\$ 38.39	31.37
GROUP 3A.....	\$ 42.00	31.37
GROUP 3B.....	\$ 46.17	29.00

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Laying of Decorative Block (retaining walls, flowered decorative block 4 feet and below); Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk, Utilidor Laborer and Conduit Installer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls, flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Alarm Installer; Bit Grinder; Guardrail Machine Operator; High Rigger and tree topper; High Scaler; Multiplate; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills);

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Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang; Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers; Jackhammers; Nozzleman, Pumpcrete or Shotcrete.

GROUP 3: Miner; Retimberman

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); Powderman; Pioneer Drilling and Drilling Off Tugger (all type drills); Pipelayers.

GROUP 3B: Grade checker (setting or transferring of grade marks, line and grade)

Tunnel shaft and raise rates only apply to workers regularly employed inside a tunnel portal or shaft collar.

* PAIN1959-001 07/01/2022

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 36.08	25.45
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 36.60	25.45

PAIN1959-002 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
General Painter.....	\$ 32.64	25.95

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Industrial Painter.....	\$ 32.74	25.95
Taper / Paper & Vinyl		
Hanger.....	\$ 32.64	25.95

PAIN1959-003 12/01/2021

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 41.16	28.16

PAIN1959-004 07/01/2019

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 28.75	14.44

PAIN1959-006 12/01/2021

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 41.37	27.25

PLUM0262-002 07/01/2022

East of the 141st Meridian

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.32	27.62

PLUM0367-002 07/01/2021

South of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 41.00	27.95

PLUM0375-002 07/01/2021

North of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 42.91	31.25

PLUM0669-002 04/01/2019

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.25	26.49

ROOF0189-006 04/01/2021

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

	Rates	Fringes
ROOFER.....	\$ 44.62	17.63

 SHEE0023-003 08/01/2022

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.35	29.19

 SHEE0023-004 07/01/2022

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 50.83	29.03

 TEAM0959-003 04/01/2021

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.94	26.12
GROUP 1A.....	\$ 43.21	26.12
GROUP 2.....	\$ 40.68	26.12
GROUP 3.....	\$ 39.86	26.12
GROUP 4.....	\$ 39.28	26.12
GROUP 5.....	\$ 38.52	26.12

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards); Water Wagon (250 Bbls and above); Tireman, Heavy Duty/Fueler

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards; Jeeps (driver under load)

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards; Partsman; Stringing Truck

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch

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trucks 8 yards and up; Oil distributor drivers; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Truck, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck/Ambulance Driver; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards;

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon (Below 250 Bbls); Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders, single axle; Team Drivers (horses, mules and similar equipment); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards; Gear/Supply Truck; Bus Operator, Up to 30 Passengers; Rigger/Swamper

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

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health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

SECTION 00801 – CDBG SUPPLEMENTAL CONDITIONS

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

END OF SECTION

**SECTION 00830 - ALASKA LABOR STANDARDS, REPORTING, AND
PREVAILING WAGE RATE DETERMINATION**

- A. State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference. The current prevailing rate of wages are those contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract.
- B. If a higher federal wage rate is required for a particular classification due to partial federal funding or other federal participation, the higher rate must be paid. Reporting requirements may differ between the State and Federal requirements.
- C. The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.
- D. Required Reporting During Contract to be provided by every CONTRACTOR and Subcontractor:

1. **Certified Payrolls must be submitted every week. Before each Friday**, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous week. If there was no activity for that pay period, indicate "**No Activity.**" Indicate "**Start**" on your first payroll, and "**Final**" on your last payroll for this Project. Send to:

Wage and Hour Section
Labor Law Compliance Division
Alaska Department of Labor
P.O. Box 020630
Juneau, AK 99802-0630
(907) 465-4842

and

Project Manager
City & Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929
(907) 874-3902

2. **Within 10 Days of "Notice of Award/Notice to Proceed"** make a list of **all** Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send to:

Borough Clerk
City & Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929
(907) 874-2381

and

Wage and Hour Section
Labor Law Compliance Division
Alaska Department of Labor
P.O. Box 020630
Juneau, AK 99802-0630
(907) 465-4839/4842

- E. As part of the **final payment request package**:
1. A final Subcontractor list complete with final subcontract amounts and including all equipment rentals (with operators).
2. A Completion of Public Project form from the Alaska Department of Labor.

END OF SECTION

**SECTION 00840 – FEDERAL LABOR STANDARDS, REPORTING, AND
PREVAILING WAGE RATE DETERMINATION**

- A. The Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to project associated Federal assistance. The Contractor and all Subcontractors are required to comply with the Federal Labor Standards Provisions, Form HUD-4010 (07/2021) and use Form WH347 for weekly certified payroll submission.
- B. The Federal General Decision Number is: AK20220001 issued 10/14/2022
- C. If a higher State of Alaska wage rate is required for a particular classification, the higher rate must be paid. Reporting requirements may differ between the Federal and State requirements.
- D. **Within 15 Days after Notice of Intent to Award**, the CONTRACTOR must compile and submit a list of all Subcontractors and material suppliers, showing all tiers. For each company listed include name, address, phone, employer tax number; DBE status if any; estimated subcontract amount; estimated start and finish dates; and copies of bid tabulations with firm name and number. Send the list to Addresses B and C.
- E. **Within 30 Days of final award**, the CONTRACTOR, and each Subcontractor, who are required to file EEO-1 reports (Standard Form 100 [SF-100]), must send it to the Office of Federal Contract Compliance Programs (OFCCP) Area Office - Address C.
- F. Before each Friday, the CONTRACTOR and each Subcontractor must file:
 - 1. Certified Payrolls with Statements of Compliance for the previous week. If there was no activity for that week, indicate "No Activity." Indicate "Start" on your first payroll, and "Final" on your last payroll for this project. Send the original to Address B and a complete copy to Address A.
 - 2. Weekly Employment Opportunity (EEO) Reports for the previous week to Address A. If the information requested (race and gender) is indicated on the copy of the payroll, then this Weekly EEO Report is hereby waived.
- G. By the 5th of each month, each CONTRACTOR and Subcontractor must complete the Monthly Employment Utilization Report (CC257) for the previous month for its aggregate workforce in Alaska (for federal and non-federal projects). Make a list of all projects (federal and non-federal) in Alaska over \$10,000. Include the firm name, name and location of project, project number, percentage complete, contract amount, and established date of completion. Send both the CC257 and the list of projects to Addresses A and C.
- H. Preparing the final payment request, the CONTRACTOR must verify that the subcontractor list is up-to-date and includes all parties submitting certified payrolls. Send a copy of amended lists to Addresses A and B. Submit completed Compliance Certification and Release for the Prime Contractor and each Subcontractor to Address A.

<u>Address A</u>	<u>Address B</u>	<u>Address C</u>
Project Manager City and Borough of Wrangell P.O. BOX 531 Wrangell, AK 99929 (907) 874-3902	Wage and Hour Section Labor Standards & Alaska Dept. of Labor P.O. Box 020630 Juneau, AK 99802-0630 (907) 465-4839	OFCCP Area Office 605 W. 4th Ave., Room Anchorage, AK 99501 (907) 271-2864

END OF SECTION

SECTION 00852 - PERMITS

PART 1 – GENERAL

1.1 PERMIT APPLICATION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.
- B. Permit Application: Complete building permit application and file with Authorities Having Jurisdiction within ten days of the Notice to Proceed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 – GENERAL

1.1 GENERAL

A. The WORK to be performed under this contract shall consist of furnishing all tools, equipment, materials, supplies, manufactured articles, labor, transportation, and services, including fuel, power, and essential communications, and performing all WORK, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. WORK consists of all activities necessary to upgrade Mechanical HVAC system components in the Recreation Center. This project consists of the replacement and upgrade of HVAC air handlers, fans, and ductwork that support the Natatorium and the Natatorium supports spaces. Primarily the work will take place in four locations:

- Mechanical Room 100 - Housing the Pool Equipment.
- Mechanical Room 209 - Housing HVAC equipment for support spaces.
- Mechanical Room 303 – Housing the Natatorium HVAC Equipment.
- Mechanical Room 410 – The Outside air and Exhaust Air location for the Natatorium.

In these four locations the project calls for replacement of fans, an air handler, as well as the refurbishment of three air handlers. In addition, this work calls for the replacement of multiply control and balance dampers throughout these spaces.

An additive Alternate A also addresses the replacement of insulation in Mechanical Room 100.

1.3 SITE OF THE WORK

A. The site of the WORK is in Wrangell, Alaska.

1.4 BEGINNING AND COMPLETION OF THE WORK

Time is the essence of the contract. In order to qualify for the federal funds allocated for this project, the work must be performed considering both State and Federal prevailing wages and must be 80% complete prior to May 30, 2023.

A. All WORK shall be completed in accordance with the following schedule:

<u>WORK DESCRIPTION</u>	<u>COMPLETION DATE</u>
80% Substantial Completion	May 30, 2023
Final Completion	June 30, 2023

SECTION 01010 - SUMMARY OF WORK

1.5 CONTRACT METHOD

- A. The WORK hereunder will be constructed under a lump sum contract.

1.6 WORK BY OTHERS

- A. The CONTRACTOR's attention is directed to the fact that work may be conducted at the site by other contractors during the performance of the WORK under this Contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.
- B. Interference With Work On Utilities: The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.8 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the Project site shall be limited to its construction operations, including on-site storage of materials.

1.9 OWNER USE OF THE PROJECT SITE

- A. The OWNER may utilize all or part of the existing site during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the ENGINEER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Project site during the period of construction.

1.10 PROJECT MEETINGS

- A. Pre-Construction Conference
 - 1. Prior to the commencement of WORK at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR's Project manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:
 - a. ENGINEER and the Inspector.
 - b. Representatives of OWNER.
 - c. Governmental representatives as appropriate.
 - d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
 - 2. Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring one copy each of the following:

SECTION 01010 - SUMMARY OF WORK

- a. Plan of Operation.
 - b. Project Overview Bar Chart Schedule.
 - c. Procurement schedule of major equipment and materials and items requiring long lead time.
 - d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
 - e. Name and telephone number of CONTRACTOR's Project Supervisor.
 - f. Schedule of Values
3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date.

The CONTRACTOR should be prepared to discuss all the items listed below:

- a. Status of CONTRACTOR's insurance and bonds.
 - b. CONTRACTOR's tentative schedules.
 - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
 - d. Processing applications for payment.
 - e. Maintaining record documents.
 - f. Critical WORK sequencing.
 - g. Field decisions and Change Orders.
 - h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.
 - i. Traffic control and access
 - j. Major equipment deliveries and priorities.
 - k. CONTRACTOR's assignments for safety and first aid.
4. The OWNER will preside at the Pre-Construction Conference and will arrange for keeping and distributing the minutes to all persons in attendance.
5. The CONTRACTOR and its Subcontractors should plan on the conference taking no less than 2 hours. The items listed in paragraph 3 will be covered as well as reviewing the plans and specifications, in extensive detail, with the ENGINEER and the OWNER.

B. Progress Meetings

1. The CONTRACTOR shall schedule and hold weekly progress meetings and at other times as requested by the ENGINEER, or as required by progress of the WORK. The CONTRACTOR, ENGINEER, and all subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.
2. The ENGINEER shall preside at the meetings and will arrange for keeping and

SECTION 01010 - SUMMARY OF WORK

distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact its work, with a view to resolve these issues expeditiously.

- 1.11 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS. The following words have the meaning defined in the Technical Portions of the WORK:

Furnish - means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.

Indicated - is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as "shown," "noted," "scheduled," and "specified" also may be used to assist in locating information but no limitation of location is implied or intended.

Install - defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER's use.

Installer - a person or firm engaged by the CONTRACTOR or its subcontract or any subcontractor for the performance of installation, erection, or application work at the site. Installers must be expert in the operations they are engaged to perform.

Provide - is defined as furnish and install, ready for the intended use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of PERMITS and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- B. For lump sum items, payment shall be made in accordance with an accepted Progress Schedule and Schedule of Values on the basis of actual work completed.
- C. No separate payment will be made for any pay item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.

1.2 INCIDENTAL WORK

- A. In addition to other incidental items of WORK listed elsewhere in the contract, the following items shall also be considered as incidental to other items of WORK under this contract:
 - 1. Dust control
 - 2. Dewatering
 - 3. Clean-up
 - 4. Restoration of property, and replacement of fences, curbs, structures and other minor items disturbed by the construction activities.
 - 5. Coordination with the Owner, Utilities and others, including related inspection cost
 - 6. Utility crossings and relocations, unless payment is otherwise made.
 - 7. Trench boxes, steel and/or wood sheeting as required, including that left in place
 - 8. Project record documents
 - 9. Materials testing
 - 10. Construction schedules, bonds, insurance, shop drawings, warranties, guarantees, certifications, and other submittals required by the Contract Documents
 - 11. Temporary utilities for construction and to maintain existing service during construction
 - 12. Quality assurance testing
 - 13. Temporary construction and other facilities not to be permanently incorporated into the Work necessary for construction sequencing and maintenance of operations.
 - 14. Weather protection.
 - 15. Permits not otherwise paid for or provided by the Owner.
 - 16. Visits to the Project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives as required.

SECTION 01025 - MEASUREMENT AND PAYMENT

17. On-site and other facilities acceptable to Engineer for the storage of materials, supplies and equipment to be incorporated into the Work.
18. Mobilization/demobilization.
19. Transport, shipping, and delivery of all materials to the project site, undamaged and in new condition.
20. Pre-Construction photographs.
21. Final cleaning.
22. Miscellaneous demolition required by the construction.

1.3 MOBILIZATION (Pay Item No. 01505.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Mobilization shall be based upon the completion of the entire WORK as a Lump Sum Pay unit, complete, all-in accordance with the requirements of the Contract Documents.
- B. Payment for Mobilization under the Base Bid and Alternates shall be made at the amount shown under Pay Item No. 01505.1, and shall constitute full compensation for all WORK described in Section 01505 - Mobilization, as shown on the plans and as directed by the ENGINEER.
- C. Partial payments will be made as the WORK progresses as follows:
 23. CONTRACTOR may submit cost of securing Bonds at time of Agreement, as a portion of mobilization.
 24. When 5% of the total original contract amount is earned from other pay items, 50% of the amount bid for Mobilization, or 5% of the original contract amount, whichever is lesser, will be paid.
 25. When 10% of the total original contract amount is earned from other pay items, 100% of the amount bid for Mobilization, or 10% of the original contract amount, whichever is lesser, will be paid.
 26. Upon completion of all WORK on the Project, payment of any amount bid for Mobilization in excess of 10% of the total original contract amount will be paid.

1.2 MECHANICAL HVAC SYSTEM (Pay Item No. 15000.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Mechanical shall be based upon the completion of the entire WORK as a Lump Sum Pay unit, complete, all-in accordance with the requirements of the Contract Documents.
- C. Installation of the new HVAC system components, fully functionally, shall be included in this pay item.
- D. Payment for Mechanical under the Base Bid shall be made at the Lump Sum Price named in the Bid Schedule under Pay Item No. 15000.1, and shall constitute full compensation for all WORK described and shown on the plans and as directed by the ENGINEER.

1.2.1 MECHANICAL INSULATION REPLACEMENT (Additive Alternate A, Pay Item No. 15000.1-

SECTION 01025 - MEASUREMENT AND PAYMENT

A) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Mechanical Insulation Replacement shall be based upon the completion of the entire WORK as a Lump Sum Pay unit, complete, all-in accordance with the requirements of the Contract Documents.
- B. Demolition and disposal of the existing insulation and installation of the new insulation shall be included in this pay item.
- C. Payment for Mechanical Insulation replacement under the Base Bid shall be made at the Lump Sum Price named in the Bid Schedule, Additive Alternate A under Pay Item No. 15000.1-A, and shall constitute full compensation for all WORK described and shown on the plans and as directed by the ENGINEER.

1.3 ELECTRICAL SYSTEM (Pay Item No. 16000.1) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Electrical shall be based upon the completion of the entire WORK as a Lump Sum Pay unit, complete, all-in accordance with the requirements of the Contract Documents.
- E. Installation of the new Electrical system components, fully functionally, shall be included in this pay item.
- F. Payment for Electrical under the Base Bid shall be made at the Lump Sum Price named in the Bid Schedule under Pay Item No. 16000.1, and shall constitute full compensation for all WORK described and shown on the plans and as directed by the ENGINEER.

END OF SECTION

SECTION 01070 - ACRONYMS OF INSTITUTIONS

PART 1 - GENERAL

1.1 GENERAL

- A. Wherever in these Specifications references are made to the standards, specifications, or other published data of the various international, national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these Specifications, the following acronyms which may appear in these Specifications shall have the meanings indicated herein.

1.2 ACRONYMS

AAMA	Architectural Aluminum Manufacturer's Association
AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
AFBMA	Anti-Friction Bearing Manufacturer's Association, Inc.
AGA	American Gas Association
AGMA	American Gear Manufacturer's Association
AHAM	Association of Home Appliance Manufacturers
AI	The Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANS	American Nuclear Society
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
ATM	Alaska Test Methods
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International

SECTION 01070 - ACRONYMS OF INSTITUTIONS

BHMA	Builders Hardware Manufacturer's Association
CBM	Certified Ballast Manufacturers
CEMA	Conveyors Equipment Manufacturer's Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturer's Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
DCDMA	Diamond Core Drill Manufacturer's Association
EIA	Electronic Industries Association
ETL	Electrical Test Laboratories
FPL	Forest Products Laboratory
HI	Hydronics Institute
IBC	International Building Code
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IME	Institute of Makers of Explosives
IOS	International Organization for Standardization
IP	Institute of Petroleum (London)
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
MPTA	Mechanical Power Transmission Association
MTI	Marine Testing Institute
NAAMM	National Association of Architectural Metal Manufacturer's
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NCCLS	National Committee for Clinical Laboratory Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NLGI	National Lubricating Grease Institute
NMA	National Microfilm Association
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
RIS	Redwood Inspection Service
RVIA	Recreational Vehicle Industry Association
RWMA	Resistance Welder Manufacturer's Association
SAE	Society of Automotive Engineers
SAMA	Scientific Apparatus Makers Association
SMA	Screen Manufacturers Association
SMACCNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SPR	Simplified Practice Recommendation
SSA	Swedish Standards Association
SSBC	Southern Standard Building Code, Southern Building Code Congress

SECTION 01070 - ACRONYMS OF INSTITUTIONS

SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
TAPPI	Technical Association of the Pulp and Paper Industry
TFI	The Fertilizer Institute
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WIC	Woodwork Institute of California
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01090 - REFERENCE STANDARDS

PART 1 - GENERAL

1.1 GENERAL

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. Specialists, Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Without limiting the generality of other requirements of the Specifications, all WORK specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.
- B. References herein to "Building Code" or "International Building Code" shall mean International Building Code of the International Code Council.
- C. Similarly, references to "Mechanical Code" or "International Mechanical Code," "Plumbing Code" or "International Plumbing Code," "Fire Code" or "International Fire Code," shall mean International Mechanical Code International Plumbing Code and International Fire Code of the International Code Council. "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- D. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought

SECTION 01090 - REFERENCE STANDARDS

to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.

- E. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein.
- F. Applicable Standard Specifications: References in Contract Sections 02801 -Asphalt Concrete Pavement to Standard Specifications shall mean the Alaska Department of Transportation and Public Facilities "Standard Specifications for Highway Construction - 2004" and any supplements or amendments thereto.
- G. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- H. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 DEFINITION

- A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, testing, and associated requirements.

1.3 SAMPLING AND TESTING

- A. Unless otherwise indicated, all testing shall be in accordance with the methods prescribed in the current standards of NFPA, NEC, and the Authority Having Jurisdiction requirements, as well as all applicable to the class and nature of the devices or systems being considered; however, the OWNER reserves the right to use any generally-accepted system of testing which, in the opinion of the ENGINEER will insure the OWNER that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Inspection: The OWNER will appoint, employ, and pay for services to inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.
- B. Measurements: The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.
- C. Manufacturer's Instructions: Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

END OF SECTION

SECTION 01505 - MOBILIZATION

PART 1 - GENERAL

1.1 GENERAL

- A. Mobilization shall include the obtaining of all permits; moving onto the site of all plant and equipment; furnishing and erecting plants, temporary buildings, and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:
1. Moving on to the site of all CONTRACTOR's plant and equipment required for operations.
 2. Providing all on-site communication facilities, including radios and cellular phones.
 3. Obtaining all required permits.
 4. Having all OSHA required notices and establishment of safety programs.
 5. Having the CONTRACTOR's superintendent at the job site full time.
 6. Submitting initial submittals.

1.2 PAYMENT FOR MOBILIZATION

- A. As soon as practicable after receipt of the Notice to Proceed, the CONTRACTOR shall submit a breakdown to the ENGINEER for approval, which shall show the estimated value of each major component of Mobilization. When approved by the ENGINEER, the breakdown will be the basis for initial progress payments in which Mobilization is included.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01520 - SECURITY

PART 1 - GENERAL

1.1 SECURITY PROGRAM

A. The CONTRACTOR shall:

1. Protect WORK, existing premises and OWNER's operations from theft, vandalism, and unauthorized entry.
2. Coordinate security with OWNER's operations at job mobilization.
3. Maintain program throughout construction period until OWNER's occupancy.

1.2 ENTRY CONTROL

A. The CONTRACTOR shall:

1. Control entry of persons and vehicles onto Project construction site and existing facilities.
2. Allow entry on the construction site only to authorized persons with proper identification.
3. Coordinate access of OWNER's personnel to site in coordination with CONTRACTOR's security forces.

B. OWNER will control entrance of persons and vehicles related to OWNER's operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES

PART 1 - GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. All utility locates shall be the responsibility of the CONTRACTOR. For aid in utility location call Public Works at 907-874-3904 for water and sewer and Municipal Light & Power at 907-874-3602 for electrical, at least two working days prior to beginning construction.
- C. The CONTRACTOR shall verify the exact locations and depths of all utilities and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's work. Any utility or service in conflict with the WORK will be reburied by the CONTRACTOR prior to beginning the WORK to avoid damage.

1.5 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The CONTRACTOR shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- C. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES

- G. All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the project which was actually working on that portion of the WORK which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such work will be paid for as extra work in accordance with the provisions of Articles 10, 11, and 12 of the General Conditions.
- H. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.
- I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone, cable television or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.7 PROTECTION OF EXISTING STRUCTURES

- A. The CONTRACTOR shall notify all affected businesses and other residents in advance of any operations that will cause vibrations that may damage belongings within the buildings. All property damage caused by the CONTRACTOR's operations shall be repaired or replaced at CONTRACTOR's expense.

PART 2 PRODUCTS – (Not Used)

PART 3 EXECUTION - (Not used)

END OF SECTION

SECTION 01550 - SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.1 CONTRACTOR'S WORK AND STORAGE AREA

- A. The CONTRACTOR shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK.
- B. Should the CONTRACTOR find it necessary to use any additional land for its camp or for other purposes during the construction of the WORK, it shall provide for the use of such lands at its own expense.

1.2 PARKING

- A. The CONTRACTOR shall direct its employees to park in areas as directed by the OWNER.
- B. Traffic and parking areas shall be maintained in a sound condition, free of construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL

- A. The word "Products," as used herein, is defined to include purchased items for incorporation into the WORK, regardless of whether specifically purchased for project or taken from CONTRACTOR's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying and erection of the WORK.

1.2 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of WORK, the CONTRACTOR shall provide products, materials, or equipment of a singular generic kind from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for CONTRACTOR's selection of a product, material, or equipment, the CONTRACTOR shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

- 1.3 **PRODUCT DELIVERY/STORAGE/HANDLING.** The CONTRACTOR shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the CONTRACTOR shall ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

1.4 TRANSPORTATION AND HANDLING

- A. Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in manufacturer's unopened containers or packaging.
- B. The CONTRACTOR shall provide equipment and personnel to handle products, materials, and equipment by methods to prevent soiling and damage.
- C. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

SECTION 01600 - MATERIALS AND EQUIPMENT

1.5 STORAGE AND PROTECTION

- A. Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's written instructions.
- B. For exterior storage of fabricated products, they shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering; ventilation shall be provided to avoid condensation.
- C. Loose granular materials shall be stored on solid surfaces in a well-drained area and shall be prevented from mixing with foreign matter.
- D. Storage shall be arranged in a manner to provide access for maintenance and inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.

1.6 MAINTENANCE OF STORAGE

- A. Stored products shall be periodically inspected on a scheduled basis. The CONTRACTOR shall maintain a log of inspections and shall make said log available to the ENGINEER on request.
- B. The CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements.
- C. The CONTRACTOR shall verify that manufacturer-required environmental conditions are maintained continually.
- D. The CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes does not occur.
- E. For mechanical and electrical equipment, the CONTRACTOR shall provide a copy of the manufacturer's service instructions with each item and the exterior of the package shall contain notice that instructions are included.
- F. Products shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document prior to acceptance by the OWNER in accordance with the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700 - PROJECT CLOSE-OUT

PART 1 – GENERAL

- 1.1 FINAL CLEAN-UP. The CONTRACTOR shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final clean-up of the project site.
- 1.2 CLOSEOUT TIMETABLE. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods, as required under the Contract. Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.
- 1.3 FINAL SUBMITTALS. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:
- A. Written guarantees, where required.
 - B. Maintenance stock items; spare parts, special tools, where required.
 - C. Completed record drawings.
 - D. Certificates of inspection and acceptance by governing agencies having jurisdiction.
 - E. Releases from all parties who are entitled to claims against the subject Project, property, or improvement pursuant to the provisions of law.
 - F. Certificate of Compliance and Release form from every contractor and subcontractor involved in the WORK. Submit the original signed document to the OWNER's Project Manager.
- 1.4 MAINTENANCE AND GUARANTEE
- A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Article 13 of the General Conditions.
 - B. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and his surety shall be liable to the OWNER for the cost thereof.
- 1.5 BOND. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph "Maintenance and Guarantee" above, and Article 13 of the General Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01704 - FINAL CLEAN-UP AND SITE RESTORATION

PART 1 - GENERAL

- 1.1 DESCRIPTION. The WORK under this Section includes providing all supervision, labor, materials, tools and equipment necessary for final clean-up and restoration of all areas disturbed by construction activities, to a condition equal to, or better than, before construction started. This does not include clean-up or restoration incidental to, or directly provided for by, other construction items.

PART 2 - PRODUCTS

- 2.1 MATERIALS. Any materials required shall conform to the appropriate Section of these Specifications.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. The CONTRACTOR shall clean up all sites disturbed during construction of the project. This includes removal of all construction equipment, disposal of all excess materials, disposal of all rubbish and debris, and removal of all temporary structures.

END OF SECTION

State of Alaska
Department of Commerce, Community, and Economic Development
Division of Community and Regional Affairs
Community Development Block Grant (CDBG)

Section 3 Plan

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1. Overview of Section 3 Requirements

A. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR Part 75. Section 3 regulations ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

B. Purpose of This Document

This plan outlines how the Division of Commerce and Regional Affairs (DCRA) and its subrecipients, contractors, and subcontractors will comply with HUD's Section 3 requirements in implementing the City or Borough's CDBG project. The City or Borough will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 Workers and Targeted Section 3 Workers) and to eligible businesses (Section 3 Businesses) and will require the same of its contractors.

The City or Borough shall create or amend its Section 3 Policies and Procedures to ensure compliance with 24 CFR Part 75 requirements as referenced in this Section 3 Plan.

C. Applicability

For community development financial assistance, this plan applies to public construction projects that exceed \$200,000 of community development financial assistance from HUD programs. Applicability is determined at the project level. This plan also applies to projects that include multiple funding sources.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

2. Section 3 Coordinator

The City or Borough's Section 3 Coordinator serves as the central point of contact for Section 3 compliance for the City or Borough and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors, and others are encouraged to reach out to the City or Borough's Section 3 Coordinator listed below with questions regarding Section 3 compliance.

Name of City or Borough's Section 3 Coordinator _____

City or Borough _____

Email of Section 3 Coordinator: _____

Phone Number of Section 3 Coordinator: _____

3. Employment, Training, and Contracting Goals

A. Safe Harbor Compliance

The City or Borough will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 Workers, Targeted Section 3 Workers, and Section 3 Business Concerns as outlined below in Section C. After completion of the project, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor do not meet the safe harbor requirements, they must provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities. (See Appendix A.)

B. Safe Harbor Benchmarks

The City or Borough must establish employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.19 – for housing and community development financial assistance.

The safe harbor benchmark goals are as follows:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all Workers on a Section 3 project are Section 3 Workers;

$$\text{Section 3 Labor Hours/Total Labor Hours} = 25\%$$

- 2) Five (5) percent or more of the total number of labor hours worked by all Workers on a Section 3 project are Targeted Section 3 Workers, as defined at 24 CFR Part 75.21.

$$\text{Targeted Section 3 Labor Hours/Total Labor Hours} = 5\%$$

HUD establishes and updates Section 3 benchmarks for Section 3 Workers and/or Targeted Section 3 Workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, the City or Borough will review and update the Section 3 Plan when safe harbor benchmarks are updated by HUD.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the City or Borough are required to certify that they will comply with the requirements of Section 3.

C. Certification of Prioritization of Effort for Employment, Training, and Contracting

Employment and Training

Under the City or Borough's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 Workers in the priority order listed.

- Provide employment and training opportunities to Section 3 Workers within the project area in which the project is located in the priority order listed below:
 - 1) Section 3 Workers residing within the service area or the neighborhood of the project, and
 - 2) Participants in YouthBuild programs.
- Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements in employment and training prior to beginning work and after work is completed. (See Appendix E.)

Contracting

Under the City or Borough's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 Workers in the following order or priority:

- 1) Business concerns that provide economic opportunities to Section 3 Workers residing within the project area in which assistance is located in the following order of priority (**where feasible**):
 - a) Section 3 Business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements for contracting prior to beginning work and after work is completed. (See Appendix E.)

4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from the City or Borough or its contractors/subcontractors for training, employment, or contracting opportunities generated by community development financial assistance. To qualify as a Section 3 Worker, Targeted Section 3 Worker or a Section 3 Business Concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 Business Concerns and report false information to the City or Borough may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. Section 3 Worker and Targeted Section 3 Worker Certification

A Section 3 Worker seeking certification shall submit self-certification documentation to the contractor or subcontractor, that the person is a Section 3 Worker or Targeted Section 3 Worker as defined in 24 CFR Part 75. (See Appendix B.) For the purposes of Section 3 Worker eligibility, the City or Borough will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the hud guidelines [published](#).

Persons seeking the Section 3 Worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the Worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 Business concern; or
- 3) A YouthBuild participant.

Persons seeking the Targeted Section 3 Worker preference shall demonstrate that it meets one or more of the following criteria:

- 1) Employed by a Section 3 Business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - b) A YouthBuild participant.

Section 3 Workers and Targeted Section 3 Workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form. (See Appendix D.) The certification procedure will consist of the following:

- 1) The City or Borough/contractor should establish a certification procedure.
- 2) The certification procedure should provide step-by-step guidance to eligible Section 3 Workers and Targeted Section 3 Workers seeking certification.

Projects Involving Multiple Sources of Funding

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, the City or Borough will follow Subpart C of Part 75. Refer to the chart in Appendix C.

B. Section 3 Business Concern Certification

The City or Borough should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 Business concerns.

Businesses that believe they meet the Section 3 Business requirements may self-register in the [HUD Business registry](#). Businesses Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers.

Businesses that seek Section 3 preference shall certify or demonstrate to the City or Borough contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form (See Appendix D.)

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the City or Borough previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date.

The Section 3 Business Concern Certification Form will expire after 12 months. Establishing a 12-month certification of eligibility period allows the City or Borough the ability to assess contractor performance to ensure the business is striving to meet the required goals.

5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, the City or Borough will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures.
- 2) If applicable, require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting.
- 3) Require contractor to sign the Contractor Certification at the pre-construction conference. (See Appendix E.)
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 Workers and Targeted Section 3 Workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed with the CDBG program.
- 5) At the time of bid, require the contractor to present a list of the number of total labor hours, Section 3 Worker labor hours, and Targeted Section 3 Worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates. (See Appendix A.)
- 6) If available, provide the contractor with a list of interested and qualified Section 3 Workers and Targeted Section 3 Workers and contact information.
- 7) Inform contractors about the [HUD Section 3 Opportunity Portal](#)
- 8) Encourage local businesses to register on the HUD Business Registry and direct contractors to the [HUD Section 3 Business Registry](#).
- 9) If possible, leverage the City or Borough's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.

6. Section 3 Outreach

A. Outreach Efforts for Employment and Training

In order to educate and inform Workers and contractors, the City or Borough's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available.
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 Workers and Targeted Section 3 Workers.
- 3) Conduct an annual training for Section 3 Workers and Section 3 Businesses.

Contractors and subcontractors should utilize several active strategies to notify Section 3 Workers and Targeted Section 3 Workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: **"This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher"**.

- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings.
- 3) Working with the Section 3 Coordinator to connect Section 3 Worker and Targeted Section 3 Workers in the City or Borough database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates.
- 4) Establishing a current list of Section 3 eligible applicants.
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants.
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
 - a) Advertising job opportunities via social media
 - b) Advertising job opportunities via flyer distributions and mass mailings and posting ads in common areas
 - c) Contacting neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

B. Outreach Efforts for Contracting

When contracting opportunities arise in connection with the CDBG project, the City or Borough will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts. (See Appendix F.)
- 2) Coordinating pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with the City or Borough's Business/Economic Development Department and all other business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the City or Borough as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

7. Section 3 Contracting Policy and Procedure

The City or Borough will incorporate Section 3 in its existing procurement policy and adopt a Section 3 Contracting policy and procedure to be included in all procurements generated for use with HUD funding. This policy and procedure should contain requirements for making efforts to award contracts to Section 3 Business Concerns.

It is not required; however, recipients may want to consider developing a Section 3 contracting policy and procedure to ensure that Section 3 requirements are incorporated into covered contracts and procurements.

All contractors and businesses seeking Section 3 preference, before submitting bids or proposals to the City or Borough will be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form. (See Appendix D.)

8. Section 3 Provisions Language

The City or Borough will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. (See Appendix F.) The City or Borough will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit the City or Borough contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

To comply with the requirements outlined in 24 CFR Part 75.19, it is recommended that recipients and grantees develop Section 3 language to include in covered contracts, subcontracts and agreements to ensure that the Section 3 requirements of 24 CFR Part 75 are binding to subrecipients, contractors and subcontractors.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.19. (See Appendix F for an example of contract language.)

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9. Reporting Requirements

For Section 3 covered contracts, contractors must report to the City or Borough's Section 3 Coordinator quarterly and at the close out of the project.

A. Quarterly Reporting

- 1) Contractors are required to submit activity reports quarterly on their Section 3 outreach efforts, Section 3 Worker certification, and Section 3 targeted Worker certification to the City or Borough's Section 3 Coordinator.
- 2) The City or Borough's Section 3 Coordinator will submit the Section 3 data to their DCRA grant administrator at the end of each quarter. (See Appendix A.)

B. Close-Out Reporting

- 1) Once a project is completed, contractors must submit a final Section 3 cumulative report, documenting Section 3 outreach and training efforts, Section 3 Worker certification, and Section 3 targeted Worker certification to the City or Borough's Section 3 Coordinator. They must also

include the actual total labor hours worked, as well as actual labor hours worked by Section 3 Workers, and actual labor hours worked by Targeted Section 3 Workers.

- 2) Upon the completion of a project, the City or Borough's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
- 3) The City or Borough's Section 3 Coordinator will submit the Section 3 data to their DCRA grant administrator at the close-out of the project.

C. Reporting on Projects with Multiple Funding Sources

For projects assisted with funding from multiple sources of community development assistance that exceed the thresholds of \$200,000, the City or Borough will follow subpart C of Part 75 and will report to their DCRA grants administrator.

10. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, the City or Borough encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed within 30 calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. The City or Borough will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) The City or Borough will provide written documentation detailing the findings of the investigation. The City or Borough will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than (90) days after the filing of complaint. If complainants wish to have their concerns considered outside of the City or Borough a complaint may be filed with the local [HUD](#) field office.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact [EEOC](#).

The [Department of Labor Office of Federal Contract Compliance Programs \(OFCCP\)](#) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government..

APPENDICES

Appendix A:

Quarterly Section 3 Reporting Form—*Excel version available*
(2 pages)

Appendix B:

Section 3 Worker and Targeted Section 3 Worker Self-Certification
(3 pages, fillable form)

Appendix C:

Multiple Funding Sources Chart
(1 page)

Appendix D:

Section 3 Business Concern Certification for Contracting
(3 pages, fillable form)

Appendix E:

Section 3 Contractor Certification
(1 page, fillable form)

Appendix F:

Example of Section 3 Language
(1 page)

Appendix G:

Definitions
(2 pages)

Quarterly Section 3 Reporting Form, Year _____

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Labor Hours Worked (including subcontractors)					
Labor Hours worked by Section 3 Workers					
Labor Hours worked by Targeted Section 3 Workers					
*Section 3 Worker Percentage					
**Targeted Section 3 Worker Percentage					

Certification of Prioritization of Effort
<p>Have you made your best effort to provide employment and training opportunities first to Section 3 workers residing within the service area or the neighborhood of the project, second to participants in the YouthBuild program?</p> <p style="text-align: center;"> <input type="checkbox"/> YES <input type="checkbox"/> NO </p>
<p>Please explain:</p>

Safe Harbor Benchmarks	
*Section 3 Workers	<p><i>Total Labor Hours worked by Section 3 workers divided by the total number of labor hours worked by all workers.</i></p> <p style="text-align: center;">Section 3 Workers Benchmark is 25%</p>
**Targeted Section 3 Workers	<p><i>Total Labor Hours worked by Targeted Section 3 workers divided by total labor hours worked by all workers.</i></p> <p style="text-align: center;">Targeted Section 3 Workers Benchmark is 5%</p>

If Section 3 Safe Harbor Benchmarks are not met, then additional reporting is required. Please provide documentation on efforts taken and/or explain why meeting the benchmarks were not feasible. (See Page 2)

Complete if Safe Harbor Benchmarks are NOT Met

Quarterly Section Reporting Form

Quarter _____ Year _____

Additional reporting is required if benchmarks are not met. Please check all that apply and provide documentation.

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Appendix B: Section 3 Worker and Targeted Section 3 Worker Self-Certification

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of _____? YES NO
2. In the field below, select the amount of individual income you believe you earn on an annual basis?
 Less than \$10,000 \$30,001 - \$40,000 More than \$60,000
 \$10,001 - \$20,000 \$40,001 - \$50,000
 \$20,001 - \$30,000 \$50,001 - \$60,000

Select from **ONE** of the following two options below:

I qualify as a:

- Section 3 Worker (as defined on page 3 of this Section 3 Worker Certification Form)
- Targeted Section 3 Worker (as defined on page 3)

(frontside)

Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE USE ONLY

Is the employee a **Section 3 worker** based on their self-certification? YES NO

Is the employee a **Targeted Section 3 worker** based on their self-certification? YES NO

Was this an applicant who was hired as a result of the Section 3 project? YES NO

If Yes, what is the name of the company? _____

What was the date of hire? _____

(backside)

Appendix C: Multiple Funding Sources Chart

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i>	Must follow Subpart C of Part 75	Exceeds \$200,000 for Section 3 projects	Must follow Subpart C of Part 75	<ul style="list-style-type: none"> • Must follow Subpart C of Part 75 • Must report on project as a whole and identify the multiple associated recipients • Must report to the applicable HUD program office, as prescribed by HUD

Appendix D: Section 3 Business Concern Certification for Contracting

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation Partnership Sole Proprietorship Joint Venture

Select from **ONE** of the following three options below that applies:

- At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3).
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page).

(frontside)

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to _____ may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within 12 months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

<p style="text-align: center;">FOR ADMINISTRATIVE USE ONLY</p> <p>Is the business a Section 3 business concern based upon their certification?</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.</p>

(backside)

City or Borough _____

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits

FY 20____ Income Limit Area	Income Limits Category	FY 20____ Income Limits
City or Borough _____	Extremely Low Income Limits (30%)	_____
	Very Low Income Limits (50%)	_____
	Low Income Limits (80%)	_____

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.

Appendix E: Section 3 Contractor Certification (24 CFR 75.19)

The undersigned Contractor hereby agrees to ensure that employment and training opportunities are directed to Section 3 workers and YouthBuild participants and to Section 3 businesses and YouthBuild programs to the greatest extent feasible as described below. The undersigned Contractor also agrees to fully read and agree to the Section 3 Plan.

Employment and Training Opportunities

Contractors and subcontractors certify that they will make best effort (where feasible) to follow the prioritization of effort requirements prior to beginning work and after work is completed by:

- Providing employment and training opportunities in the priority order listed below:
 - 1) Section 3 workers residing within the service area or the neighborhood of the project, and
 - 2) Participants in YouthBuild programs.

Business Concerns

Under the City or Borough’s Section 3 Program, contractors and subcontractors certify they will make their best effort (where feasible) to award contracts and subcontracts to:

- Business concerns that provide economic opportunities in the priority order listed below:
 - 1) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - 2) YouthBuild programs.
-

Certification:

1.) We, the undersigned, have read and fully agree to the Section 3 Plan, and will become a party to the full implementation of this program.

2.) We, the undersigned, certify that we will make our best effort to follow the prioritization of effort requirements listed above.

CDBG Recipient Community: _____

Contractor/Subcontractor Business: _____

Contractor/Subcontractor Representative Name _____

Title: _____

Signature: _____

Date: _____

Appendix F: Example of Section 3 Language

Below is an example of Section 3 language to include in all RFPs, bid offerings, contracts, and subcontracts to meet the requirement of 24 CFR Part 75.19.

Section 3 is a Housing and Urban Development (HUD) requirement which applies to recipients receiving community development financial assistance for public construction projects that exceed \$200,000. The city/borough and any contractor/subcontractors will comply with HUD's Section 3 requirements in implementing the CDBG project, and will to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, ensure that employment and other economic opportunities are directed to low- and very low-income persons per 24 CFR Part 75. The Section 3 Clause must be included in all contracts/subcontracts related to the city/borough's project.

Appendix G: Definitions

The terms **HUD, Public housing, and Public Housing Agency (PHA)** are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low- and Very Low-Income Persons:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to PublicHousing*

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Recipient means any entity that receives directly from HUD housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentally, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing

residents or residents who currently live in Section 8-assisted housing.

- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.
- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Coordinator is person tasked with overseeing all Section 3 responsibilities.

Section 3 project means a project defined in 24 CFR Part 75.3(a)(2).

Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - (ii) The worker is employed by a Section 3 business concern.
 - (iii) The worker is a YouthBuild participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of the Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

IF THIS BAR DOES NOT MEASURE EXACTLY ONE INCH, THE SCALE OF THIS DRAWING HAS BEEN ALTERED DURING ITS PRODUCTION. AFFECTING ALL LABELED SCALES.

PART 1 - GENERAL

- 1. DESCRIPTION: PROVIDE LABOR, MATERIALS, EQUIPMENT, SUPERVISION OF LABOR, AND PERFORMANCE OF OPERATIONS REQUIRED TO INSTALL MECHANICAL AND PLUMBING SYSTEMS AS DEFINED HEREIN AND ON THE DRAWINGS.
2. CODE: COMPLETE WORK IN ACCORDANCE WITH THE 2021 EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC), INTERNATIONAL MECHANICAL CODE (IMC), UNIFORM PLUMBING CODE (UPC), AND NATIONAL ELECTRICAL CODE (NEC) AS AMENDED BY THE CITY AND BOROUGH OF WRANGELL AND PER CUSTOMARY AND UNIVERSALLY APPROVED INDUSTRY PRACTICES.
3. DRAWINGS: DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW OFFSETS OR EXACT LOCATIONS OF PIPING AND DUCTS UNLESS DIMENSIONED.
4. COORDINATION: COORDINATE WORK UNDER THIS DIVISION WITH WORK OF OTHER TRADES TO AVOID CONFLICTS, ERRORS, AND DELAYS.
5. EXISTING CONDITIONS: FIELD VERIFY DIMENSIONS PRIOR TO ORDERING MATERIALS.
6. EQUIPMENT SUBSTITUTIONS: SCHEDULED BASIS OF DESIGN EQUIPMENT IS REPRESENTATIVE OF THE STANDARD OF QUALITY AND PERFORMANCE REQUIRED.
7. PRODUCTS: PROVIDE PRODUCTS AND MATERIALS NEW AND UNUSED, UNLESS OTHERWISE NOTED.
8. SUBMITTALS: PROVIDE PRODUCT SUBMITTALS FOR MATERIALS AND EQUIPMENT SHOWN ON THE DRAWINGS.
9. SHOP DRAWINGS: SUBMIT SHOP DRAWING OF AIR HANDLER SF-5, SF-6, SF-7 AND RF-8 INDICATING SECTIONS, ACCESSORIES, BRACING AND SUPPORT TECHNIQUES, AND DIMENSIONS FOR SECTIONS.
10. RECORD DRAWINGS: MAINTAIN A SET OF RECORD DRAWINGS ON THE CONSTRUCTION SITE.
11. OPERATION AND MAINTENANCE MANUAL: PROVIDE AN OPERATION AND MAINTENANCE MANUAL TO THE OWNER.
12. DEMOLISHING EXISTING ITEMS: COORDINATE DEMOLISH WORK WITH OWNER.
13. SALVAGE EQUIPMENT: OWNER RETAINS THE RIGHT TO CLAIM SALVAGED MATERIALS.
14. ELECTRICAL WORK: PROVIDE CONTROL WIRING FOR MECHANICAL EQUIPMENT SPECIFIED IN THIS SECTION.

PART 2 - PRODUCTS

- 15. SEISMIC: INCLUDE FURNISHING LABOR, MATERIAL, TOOLS, AND EQUIPMENT FOR INSTALLATION OF VIBRATION ISOLATION AND SEISMIC RESTRAINT FOR MECHANICAL EQUIPMENT, PIPING, DUCTWORK, AND STACKS.
1. COPPER PIPE SUPPORT: PROVIDE COPPER-PLATED, CARBON-STEEL ADJUSTABLE RING WITH HOT DIP GALVANIZED MILD STEEL THREAD ON BOTH ENDS.
2. VIBRATION AND SEISMIC CONTROL FOR HVAC: PROVIDE MECHANICAL EQUIPMENT WITH VIBRATION AND SEISMIC CONTROL PER MANUFACTURER RECOMMENDATIONS.
3. IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT: PROVIDE FACTORY FABRICATED PIPE MARKERS WITH FLEXIBLE PLASTIC PREFORMED TO FIT AROUND PIPE.
4. DUCT INSULATION: INSULATE NATATORIUM SUPPLY AIR DUCT AS NOTED IN DRAWING M-100 WITH 1-INCH THICK MINERAL FIBER BLANKET INSULATION.
5. CONTROL DAMPERS: OUTSIDE AIR AND RELIEF AIR DUTY: PROVIDE WITH THERMALLY EFFICIENT INSULATED BLADES.
6. ACTUATORS: PROVIDE ELECTRIC DAMPER ACTUATORS SIZED WITH ADEQUATE TORQUE FOR APPLICATION.
7. HYDRONIC PIPING: PROVIDE TYPE L COPPER, CLASS 1 PIPING WITH SOLDERED, BRAZED, OR MECHANICAL COMPRESSION JOINT (PRO-PRESS) CONNECTIONS.
8. HVAC DUCTS AND CASINGS: PROVIDE GALVANIZED STEEL MANUFACTURED, BRACED, AND INSTALLED IN ACCORDANCE WITH SMACNA STANDARDS.
9. METAL DUCTS: PROVIDE GALVANIZED STEEL MANUFACTURED, BRACED, AND INSTALLED IN ACCORDANCE WITH SMACNA STANDARDS.
10. HVAC CASINGS: PROVIDE GALVANIZED STEEL EXPOSED CASING SURFACES WITH MANUFACTURER APPLIED CORROSION RESISTANT FINISH.
11. DAMPERS: PROVIDE GALVANIZED STEEL MANUFACTURED DAMPER WITH LINKAGE OUT OF AIRSTREAM.
12. FILTER RACK: PROVIDE FILTER RACK SIZED TO FIT IN OUTSIDE AIR DUCTWORK.
13. AIR FILTERS: PROVIDE MEDIUM EFFICIENT THROWAWAY TYPE WITH 2-INCH THICK PLEATED COTTON FABRIC.
14. FLEXIBLE CONNECTORS: PROVIDE TO ISOLATE DUCT SYSTEM FROM SOURCE OF VIBRATION OR NOISE.
15. UNITARY STYLE RETURN AND EXHAUST FANS: PROVIDE UNITARY STYLE RETURN AND EXHAUST FAN WITH VFD RATED MOTOR.
16. VOLUME-DAMPERS: PROVIDE WITH ASSEMBLY INSIDE UNIT CASING.
17. GRILLES, REGISTERS AND DIFFUSERS: PROVIDE BORDER AND MOUNTING TYPE TO SUIT APPLICATION.
18. VARIABLE FREQUENCY DRIVES (VFD): PROVIDE NEMA ICS 2, PULSE-WIDTH-MODULATED, VARIABLE-FREQUENCY CONTROLLER.

PART 3 - EXECUTION

- 19. FANWALLS (SF-5, SF-6, RF-6): THE PLENUM FAN ARRAY SHALL CONSIST OF MULTIPLE, DIRECT DRIVEN PLENUM FANS WITH FANWHEELS THAT ARE RATED AND IN ACCORDANCE WITH AMCA.
1. GENERAL: INSTALL EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
2. INSULATION: INSTALL INSULATION TO ALLOW FOR ACCESS DOORS AND PANELS TO REMAIN UNINSULATED AND ACCESSIBLE.
3. ACCESSIBILITY: LOCATE VALVES, GAGES, FITTINGS, EQUIPMENT, AND SPECIALTIES REQUIRING FREQUENT READING, CLEANING, ADJUSTMENT, INSPECTION, REPAIR, OR REMOVAL IN A CONVENIENT AND ACCESSIBLE LOCATION.
4. PENETRATIONS: SEAL WALL PENETRATIONS THROUGH FIRE RATED WALLS, FLOORS, AND CEILINGS.
5. SHEET METAL DUCTS: FABRICATE SHEET METAL DUCTS OF GALVANIZED STEEL AND CONSTRUCT AND INSTALL PER LATEST EDITION OF SMACNA.
6. TESTING, ADJUSTING, AND BALANCING (TAB): PROVIDE TAB SERVICES FOR THE FOLLOWING SYSTEMS: SCHEDULED EQUIPMENT.
WORK SCOPE: REMOVE AND DEMOLISH EXISTING SF-7. FURNISH AND INSTALL NEW SUPPLY FAN SF-7.
ELECTRICAL WORK: PROVIDE CONTROL WIRING FOR MECHANICAL EQUIPMENT SPECIFIED IN THIS SECTION.

CONSULTANT:



Juneau, AK
9703 Mendocino Mall Rd. Ste. 4
Juneau, AK 99801
Phone: 907.780.6060
Fax: 907.586.3771
AECC 63270

PROJECT: CITY AND BOROUGH OF WRANGELL RECREATION FACILITY HVAC UPGRADES WRANGELL, ALASKA

SHEET TITLE: MECHANICAL SPECIFICATION CONSTRUCTION BID SET

DESIGN AM
DRAWN AM
CHECKED DHM
DATE 10/24/2022
PROJECT No. 10296.22002
SHEET NUMBER

M-001

Table with 3 columns: No., Date, Item. Row 1: REVISIONS

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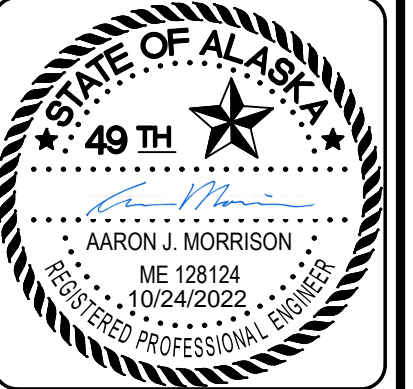
AIR HANDLER SCHEDULE

TAG	SERVICE	LOCATION	CFM	ESP (IN W.C.)	FAN DRIVE	FAN TYPE	ELECTRICAL DATA				BASIS OF DESIGN	NOTES
							HP	V	PH	VFD		
SF-5	POOL SUPPORT ROOMS	MECH ROOM 209	7300	2	DIRECT	(2) FAN - FANWALL	(2) 2	208	3	YES	NORKET / HUNTAIR	REFURBISH EXISTING FAN. AIR HANDLER HOUSING TO REMAIN. REPLACE FAN WITH 2 FAN PLENUM. FAN WALL CONFIGURATION TO FIT INTO EXISTING UNIT INTERNAL DIMENSIONS OF 74" WIDE AND 45.5" TALL. ONE VFD FOR EACH FAN.
SF-6	NATATORIUM	MECH ROOM 303	13000	2	DIRECT	(2) FAN - FANWALL	(2) 4	208	3	YES	NORKET / HUNTAIR	REFURBISH EXISTING FAN. AIR HANDLER HOUSING TO REMAIN. REPLACE FAN WITH 2 FAN PLENUM. FAN WALL CONFIGURATION TO FIT INTO EXISTING UNIT INTERNAL DIMENSIONS OF 83" WIDE AND 54" TALL. ONE VFD FOR EACH FAN.
SF-7	MECH ROOM 100	MECH ROOM 100	2500	0.75	DIRECT	(1) FAN - FANWALL	(1) 1	208	3	YES	NORKET / HUNTAIR	NEW FAN. MARINE ENVIRONMENT COATING. UNIT CONFIGURATION SHOULD BE SAME SIZE OR SMALLER THAN ORIGINAL UNIT EXTERIOR DIMENSIONS OF 58" LONG, 52" WIDE AND 25" TALL. DOORS ON THE RIGHT SIDE OF THE FAN.
RF-8	NATATORIUM	MECH ROOM 303	14000	0.75	DIRECT	(2) FAN - FANWALL	(2) 3	208	3	YES	NORKET / HUNTAIR	REFURBISH EXISTING FAN. AIR HANDLER HOUSING TO REMAIN. REPLACE FAN WITH 2 FAN PLENUM. FAN WALL CONFIGURATION TO FIT INTO EXISTING UNIT INTERNAL DIMENSIONS OF 83" WIDE AND 54" TALL. ONE VFD FOR EACH FAN.

FAN SCHEDULE

TAG	SERVICE	LOCATION	CFM	ESP (IN W.C.)	FAN DRIVE	FAN TYPE	ELECTRICAL DATA				BASIS OF DESIGN	NOTES
							HP	V	PH	VFD		
RF-13	POOL SUPPORT ROOM RETURN AIR	MECH ROOM 209	5400	3/4	DIRECT	BLOWER	2	208	3	YES	GREENHECK MODEL USF-22	VFD CONTROLLED MOTOR.
EF-13	LOCER ROOM EXHAUST	MECH ROOM 209	1200	3/4	DIRECT	BLOWER	0.75	208	3	YES	GREENHECK MODEL USF-08	VFD CONTROLLED MOTOR.

CONSULTANT:



Juneau, AK
9103 Mendocino Mall Rm. 4
Juneau, AK 99801
Phone: 907.780.6060
Fax: 907.586.3771
AECC163270



PROJECT:
**CITY AND BOROUGH OF WRANGELL
RECREATION FACILITY HVAC
UPGRADES**
WRANGELL, ALASKA

SHEET TITLE:
MECHANICAL SCHEDULE
CONSTRUCTION BID SET

DESIGN	AM
DRAWN	AM
CHECKED	DHM
DATE	10/24/2022
PROJECT No.	10296.22002
SHEET NUMBER	

M-002

No.	Date	Item
REVISIONS		

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DAMPER SCHEDULE

TAG	SERVICE	LOCATION	DAMPER SIZE	AIR VOLUME	BASIS OF DESIGN	NOTES
OAD-25A	SF-5	MECH ROOM 410	12X24	1900	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
OAD-25B	SF-5	MECH ROOM 410	30X24		RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
RAD-25	SF-5, RF-13	MECH ROOM 209	30X24	5400	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
EAD-25A	SF-5, RF-13	MECH ROOM 410	24X30	5400	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
EAD-25B	EF-13	MECH ROOM 410	12X12	1250	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
SF-5 BALANCE DAMPER	SF-5	MECH ROOM 209	34X30	7300	MD35	GALVANIZED STEEL MANUAL BALANCING DAMPER.
SF-6 BALANCE DAMPER	SF-6	MECH ROOM 303	44X40	13000	MD35	GALVANIZED STEEL MANUAL BALANCING DAMPER.
OAD-26A	SF-6	MECH ROOM 410	6X30	1540	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
OAD-26B	SF-6	MECH ROOM 410	48X30		RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
RAD-26	SF-6, RF-8	MECH ROOM 303	54X36	14000	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
EAD-26	SF-6, RF-8	MECH ROOM 410	54X36	14000	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
OAD-27	SF-7	MECH ROOM 100	24X12	2500	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
RAD-27	SF-7	MECH ROOM 100	24X12	2500	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
EAD-27	SF-7	MECH ROOM 100	48X18	2500	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 1 (COLD)	SF-5, ZONE 1	MECH ROOM 209	18X6	705	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 1 (HOT)	SF-5, ZONE 1	MECH ROOM 209	18X6	705	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 2 (COLD)	SF-5, ZONE 2	MECH ROOM 209	24X6	975	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 2 (HOT)	SF-5, ZONE 2	MECH ROOM 209	24X6	975	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 3 (COLD)	SF-5, ZONE 3	MECH ROOM 209	12X18	1150	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 3 (HOT)	SF-5, ZONE 3	MECH ROOM 209	12X18	1150	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 4 (COLD)	SF-5, ZONE 4	MECH ROOM 209	18X6	695	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 4 (HOT)	SF-5, ZONE 4	MECH ROOM 209	18X6	695	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 5 (COLD)	SF-5, ZONE 5	MECH ROOM 209	18X18	2300	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 5 (HOT)	SF-5, ZONE 5	MECH ROOM 209	18X18	2300	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 6 (COLD)	SF-5, ZONE 6	MECH ROOM 209	18X12	1500	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER
ZONE 6 (HOT)	SF-5, ZONE 6	MECH ROOM 209	18X12	1500	RUSKIN CD50	ALUMINUM OPPOSED BLADE LOW LEAKAGE CONTROL DAMPER

CONSULTANT:



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PROJECT:
**CITY AND BOROUGH OF WRANGELL
 RECREATION FACILITY HVAC
 UPGRADES**
 WRANGELL, ALASKA

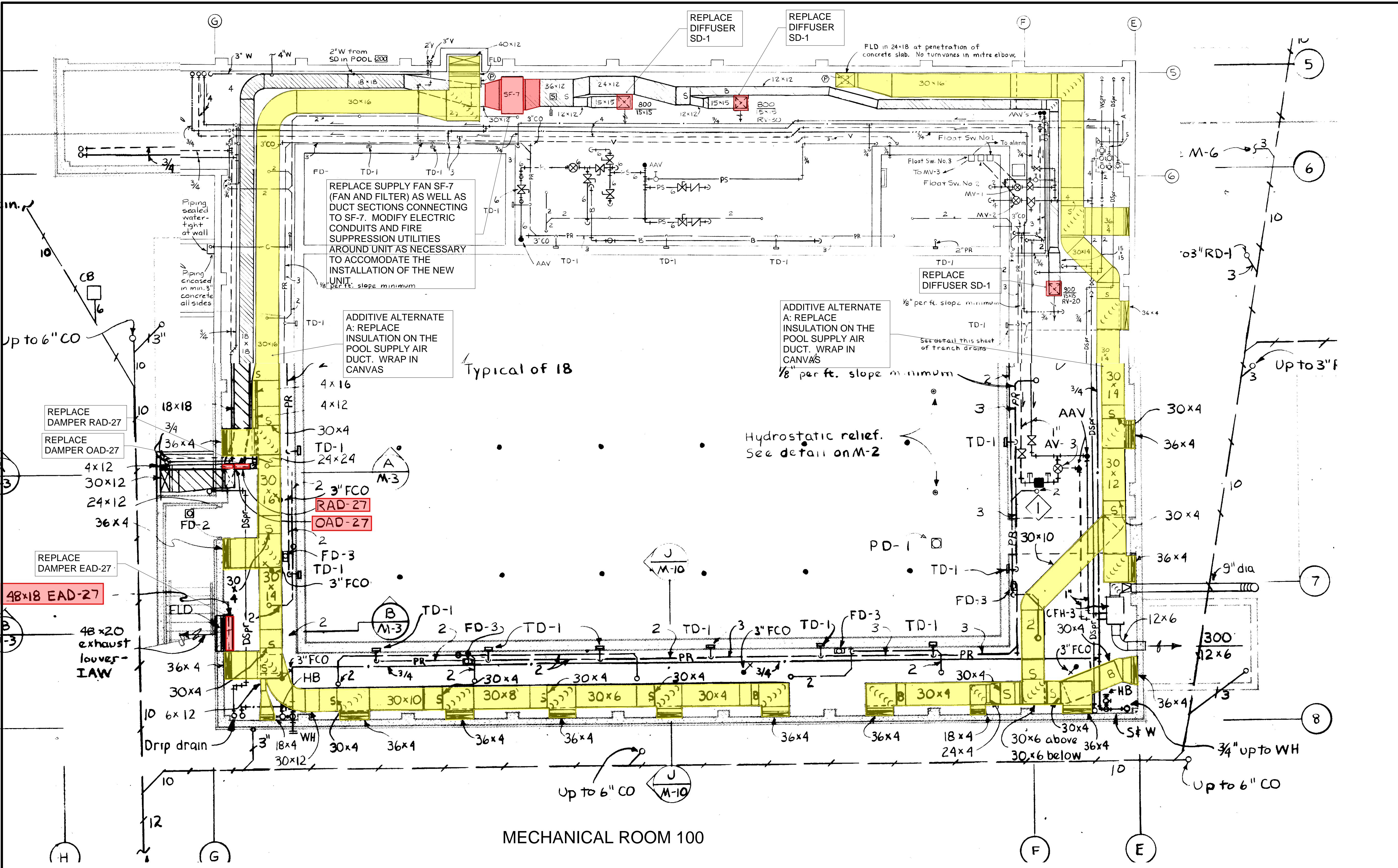
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MECHANICAL SCHEDULE
CONSTRUCTION BID SET

DESIGN	AM
DRAWN	AM
CHECKED	DHM
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PROJECT No. 10296.22002	
SHEET NUMBER	

M-003

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MECHANICAL ROOM 100

- SHEET NOTES
- COORDINATE MECHANICAL HVAC WORK WITH CONTROLS AND FIRE PROTECTION MODIFICATIONS.
 - REFER TO THE ELECTRICAL DRAWING E-101 FOR POWER CONNECTIONS.
 - DUCT SMOKE DETECTOR AND RELAY TO FANS AND AIR HANDLERS ARE TO BE REPLACED IN A SEPARATE FIRE ALARM CONTRACT. COORDINATE THE CONNECTION OF THE SHUT DOWN RELAY WITH THE FIRE ALARM CONTRACT.

CONSULTANT:

AARON J. MORRISON
ME 128124
10/24/2022
REGISTERED PROFESSIONAL ENGINEER

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RESPEC

PROJECT:

**CITY AND BOROUGH OF WRANGELL
RECREATION FACILITY HVAC
UPGRADES**

WRANGELL, ALASKA

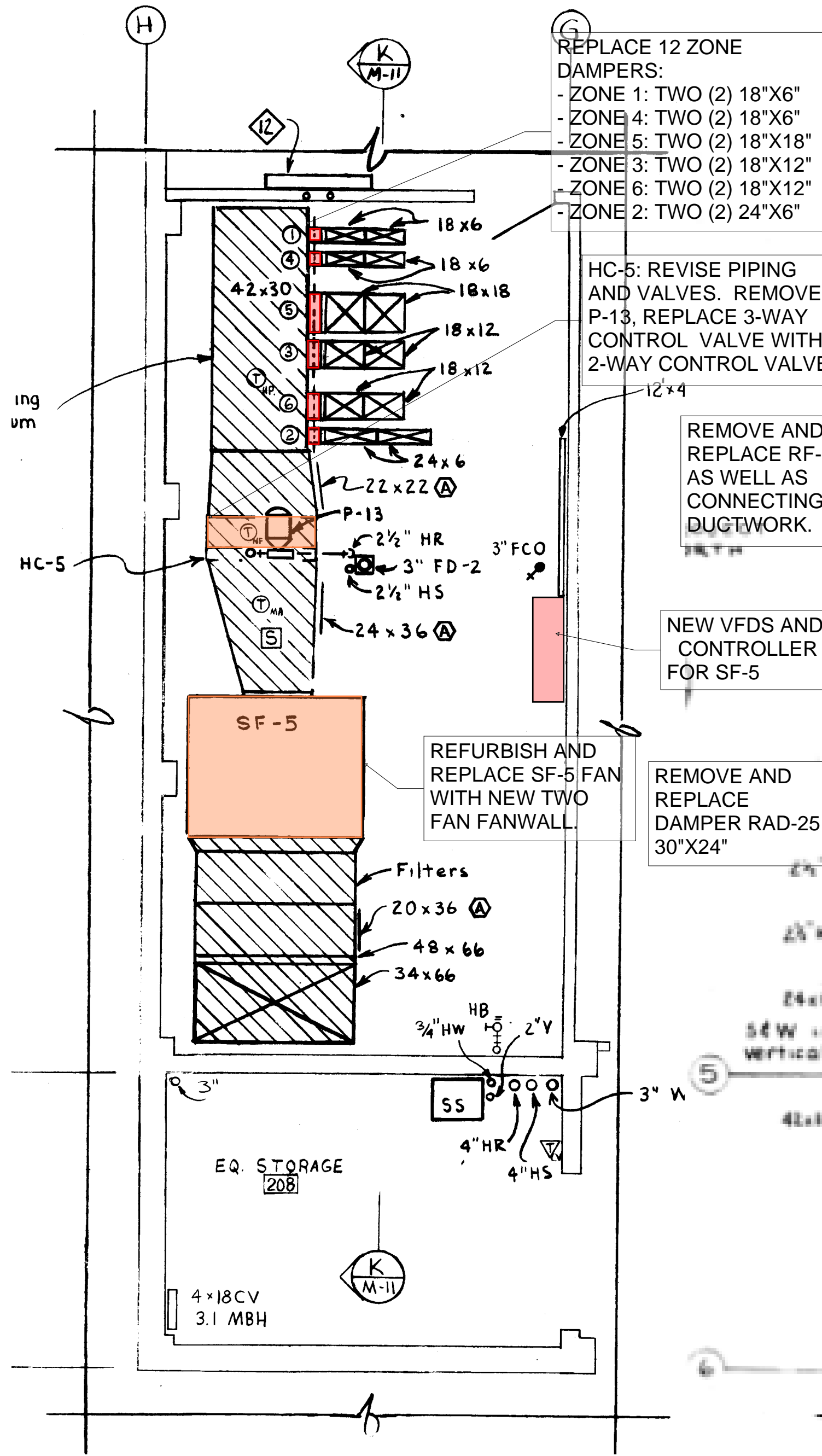
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**MECHANICAL ROOM 100
CONSTRUCTION BID SET**

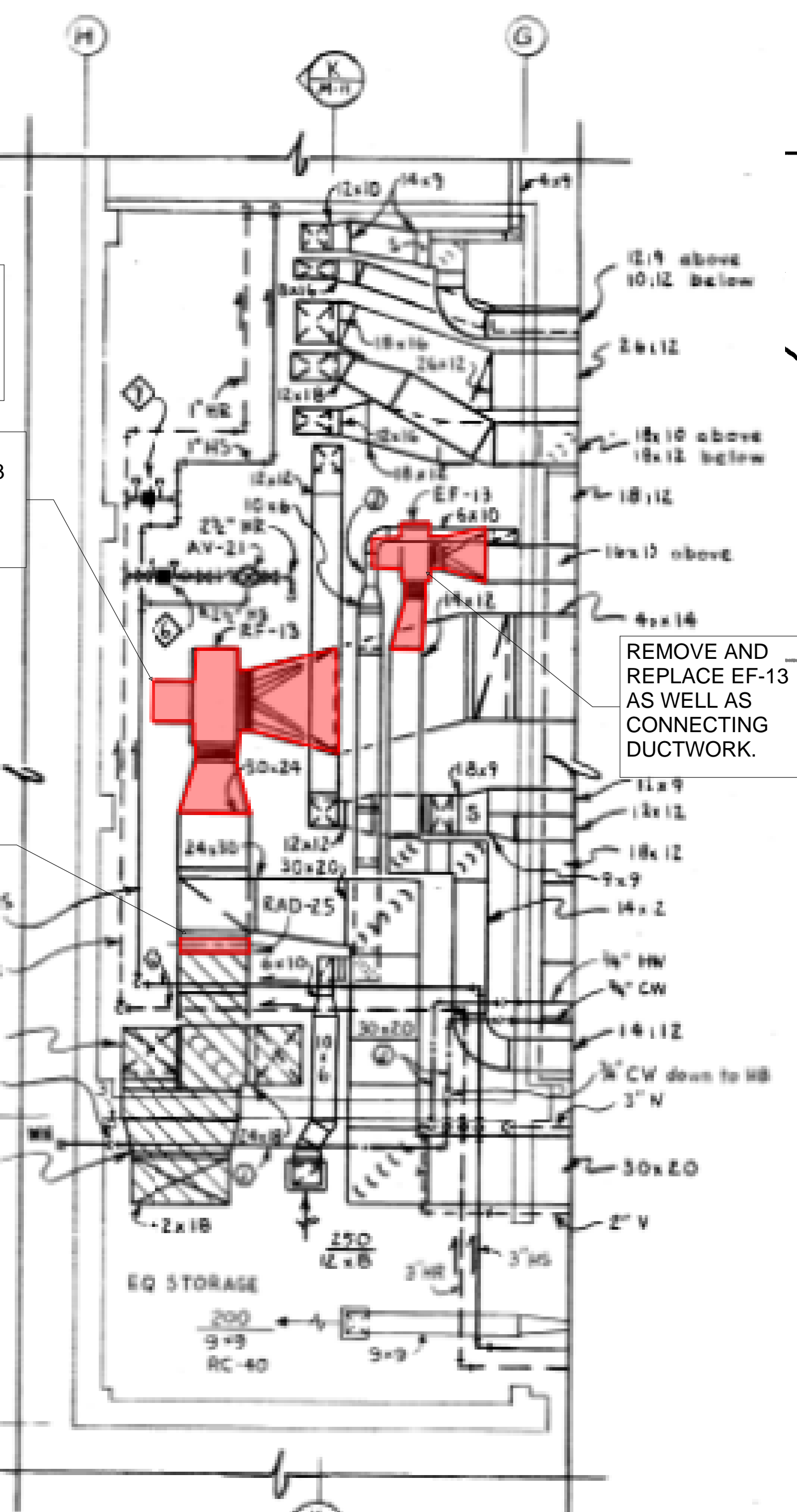
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PROJECT No. 10296.22002	
SHEET NUMBER	
M-101	

No.	Date	Item
REVISIONS		

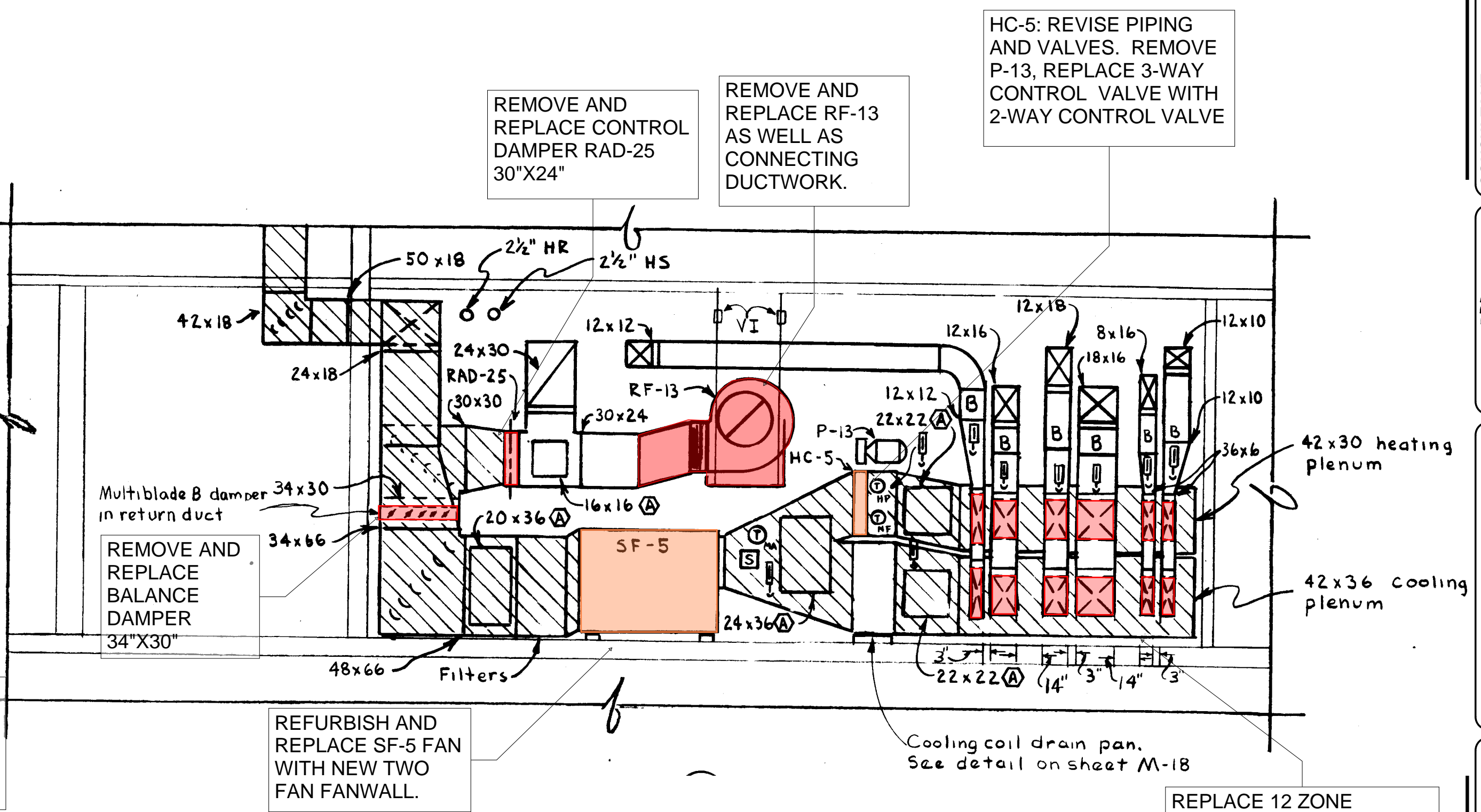
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LOWER LEVEL PLAN - MECH ROOM 209



UPPER LEVEL PLAN - MECH ROOM 209



MECH ROOM 209 - SECTION K

SHEET NOTES

1. COORDINATE MECHANICAL HVAC WORK WITH CONTROLS AND FIRE PROTECTION MODIFICATIONS.
2. REFER TO THE ELECTRICAL DRAWING E-102 FOR POWER CONNECTIONS.
3. DUCT SMOKE DETECTOR AND RELAY TO FANS AND AIR HANDLERS ARE TO BE REPLACED IN A SEPARATE FIRE ALARM CONTRACT. COORDINATE THE CONNECTION OF THE SHUT DOWN RELAY WITH THE FIRE ALARM CONTRACT.

REPLACE 12 ZONE DAMPERS:
 - ZONE 1: TWO (2) 18"x6"
 - ZONE 4: TWO (2) 18"x6"
 - ZONE 5: TWO (2) 18"x18"
 - ZONE 3: TWO (2) 18"x12"
 - ZONE 6: TWO (2) 18"x12"
 - ZONE 2: TWO (2) 24"x6"

HC-5: REVISE PIPING AND VALVES. REMOVE P-13, REPLACE 3-WAY CONTROL VALVE WITH 2-WAY CONTROL VALVE

REMOVE AND REPLACE RF-13 AS WELL AS CONNECTING DUCTWORK.

NEW VFDS AND CONTROLLER FOR SF-5

REFURBISH AND REPLACE SF-5 FAN WITH NEW TWO FAN FANWALL

REMOVE AND REPLACE DAMPER RAD-25 30"x24"

REMOVE AND REPLACE CONTROL DAMPER RAD-25 30"x24"

REMOVE AND REPLACE RF-13 AS WELL AS CONNECTING DUCTWORK.

HC-5: REVISE PIPING AND VALVES. REMOVE P-13, REPLACE 3-WAY CONTROL VALVE WITH 2-WAY CONTROL VALVE

REMOVE AND REPLACE EF-13 AS WELL AS CONNECTING DUCTWORK.

REFURBISH AND REPLACE SF-5 FAN WITH NEW TWO FAN FANWALL.

REPLACE 12 ZONE DAMPERS:
 - ZONE 1: TWO (2) 18"x6"
 - ZONE 4: TWO (2) 18"x6"
 - ZONE 5: TWO (2) 18"x18"
 - ZONE 3: TWO (2) 18"x12"
 - ZONE 6: TWO (2) 18"x12"
 - ZONE 2: TWO (2) 24"x6"

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PROJECT: CITY AND BOROUGH OF WRANGELL RECREATION FACILITY HVAC UPGRADES

WRANGELL, ALASKA

SHEET TITLE: MECHANICAL ROOM 209

CONSTRUCTION BID SET

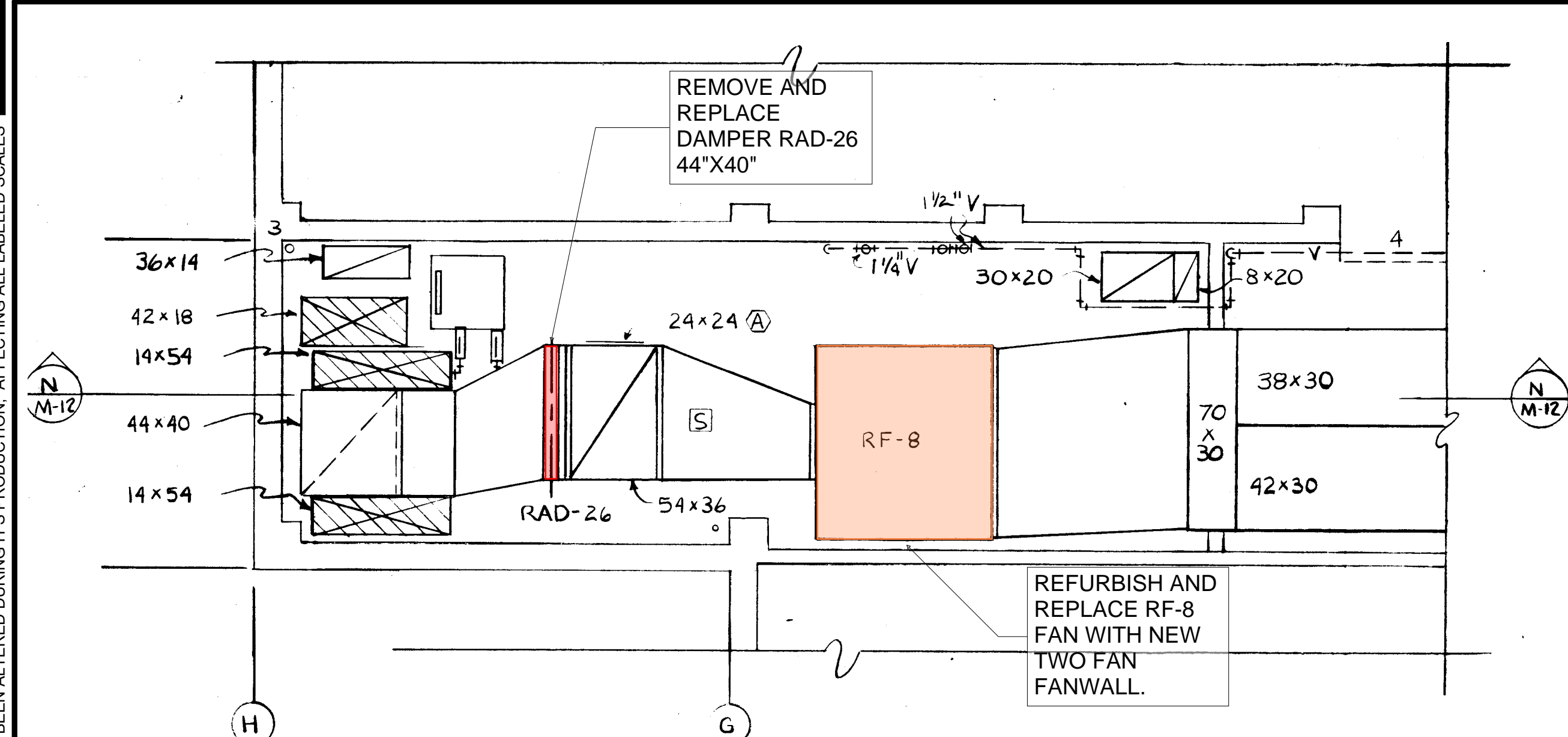
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CHECKED	DHM
DATE	10/24/2022

PROJECT No. 10296.22002
 SHEET NUMBER

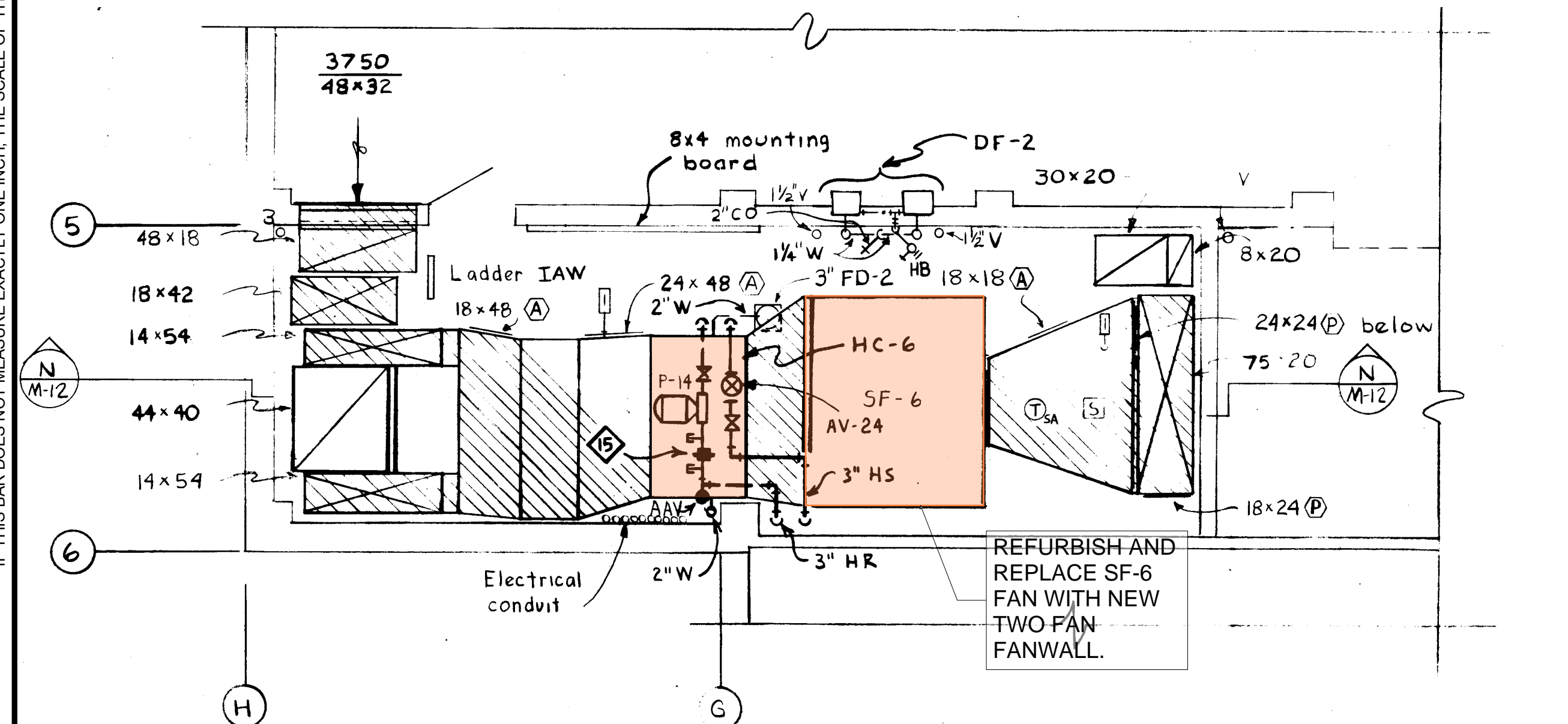
M-102

No.	Date	Item
REVISIONS		

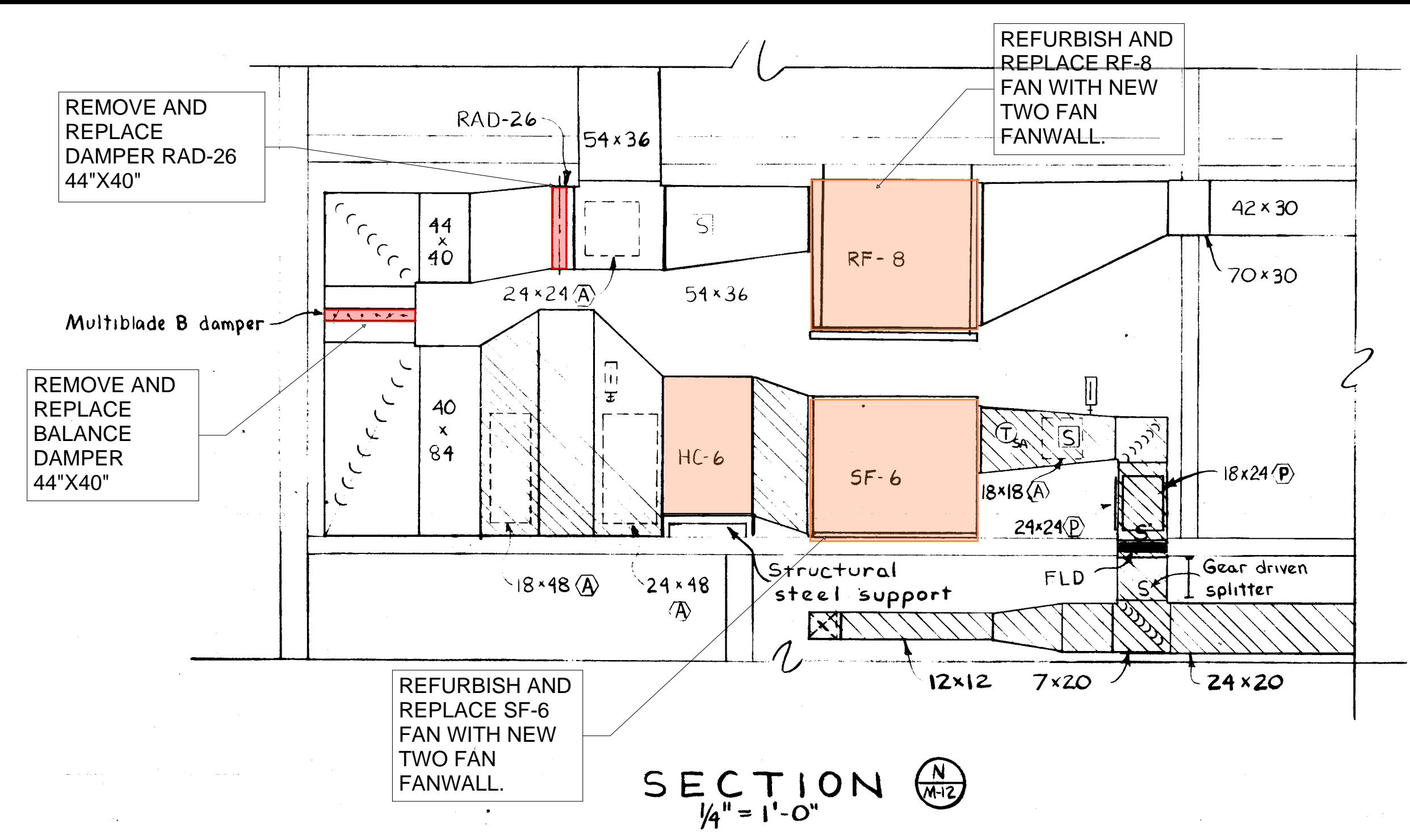
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MECHANICAL RM. 303 - UPPER LEVEL
 $\frac{1}{4}'' = 1'-0''$



MECHANICAL RM. 303 - LOWER LEVEL
 $\frac{1}{4}'' = 1'-0''$



SECTION N-M-12
 $\frac{1}{4}'' = 1'-0''$

SHEET NOTES

1. COORDINATE MECHANICAL HVAC WORK WITH CONTROLS AND FIRE PROTECTION MODIFICATIONS.
2. REFER TO THE ELECTRICAL DRAWING E-103 FOR POWER CONNECTIONS.
3. DUCT SMOKE DETECTOR AND RELAY TO FANS AND AIR HANDLERS ARE TO BE REPLACED IN A SEPERATE FIRE ALARM CONTRACT. COORDINATE THE CONNECTION OF THE SHUT DOWN RELAY WITH THE FIRE ALARM CONTRACT.

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PROJECT:
**CITY AND BOROUGH OF WRANGELL
 RECREATION FACILITY HVAC
 UPGRADES**
WRANGELL, ALASKA

SHEET TITLE:
**MECHANICAL ROOM 303
 CONSTRUCTION BID SET**

DESIGN	AM
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CHECKED	DHM
DATE	10/24/2022

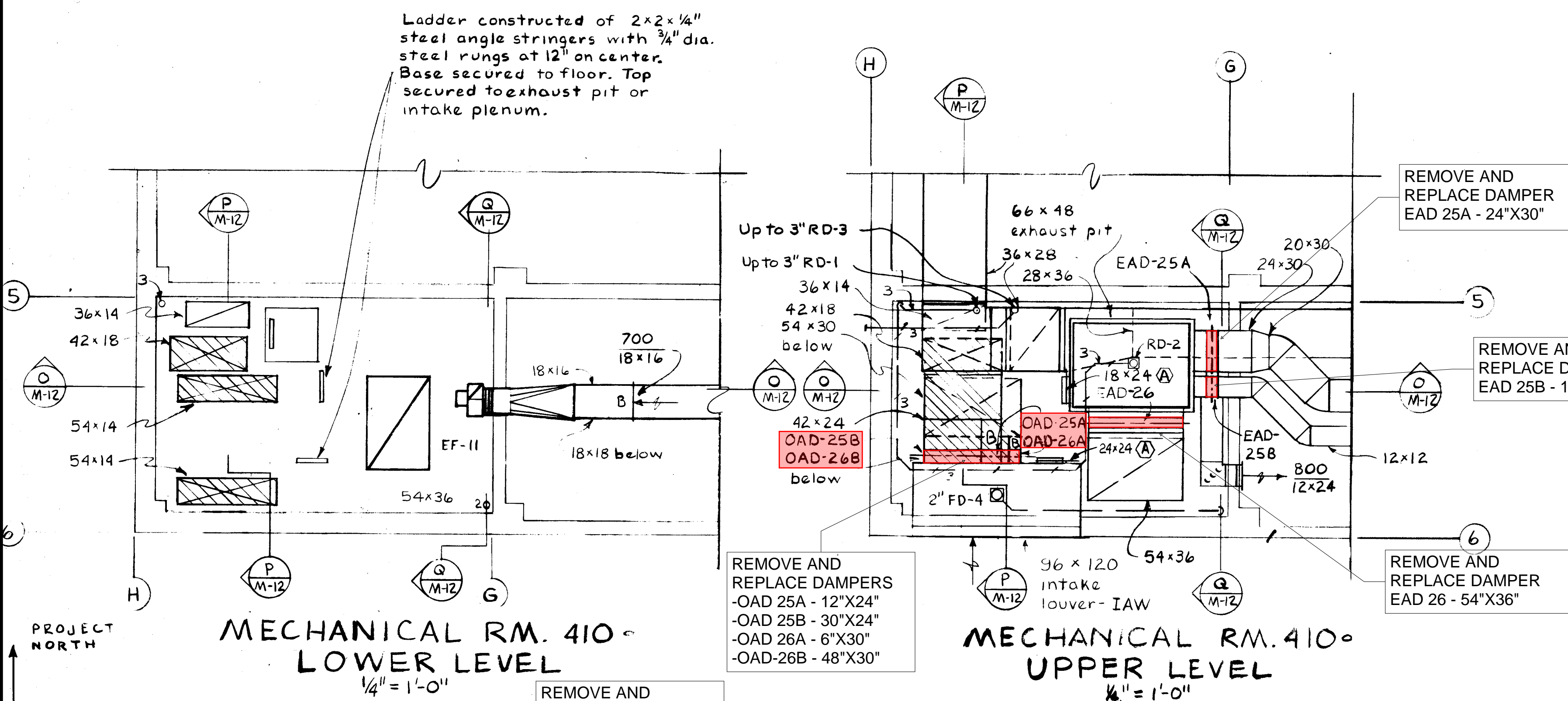
PROJECT No.
10296.22002
 SHEET NUMBER

M-103

No.	Date	Item
REVISIONS		

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REMOVE AND REPLACE DAMPERS
-OAD 25A - 12"X24"
-OAD 25B - 30"X24"
-OAD 26A - 6"X30"
-OAD 26B - 48"X30"

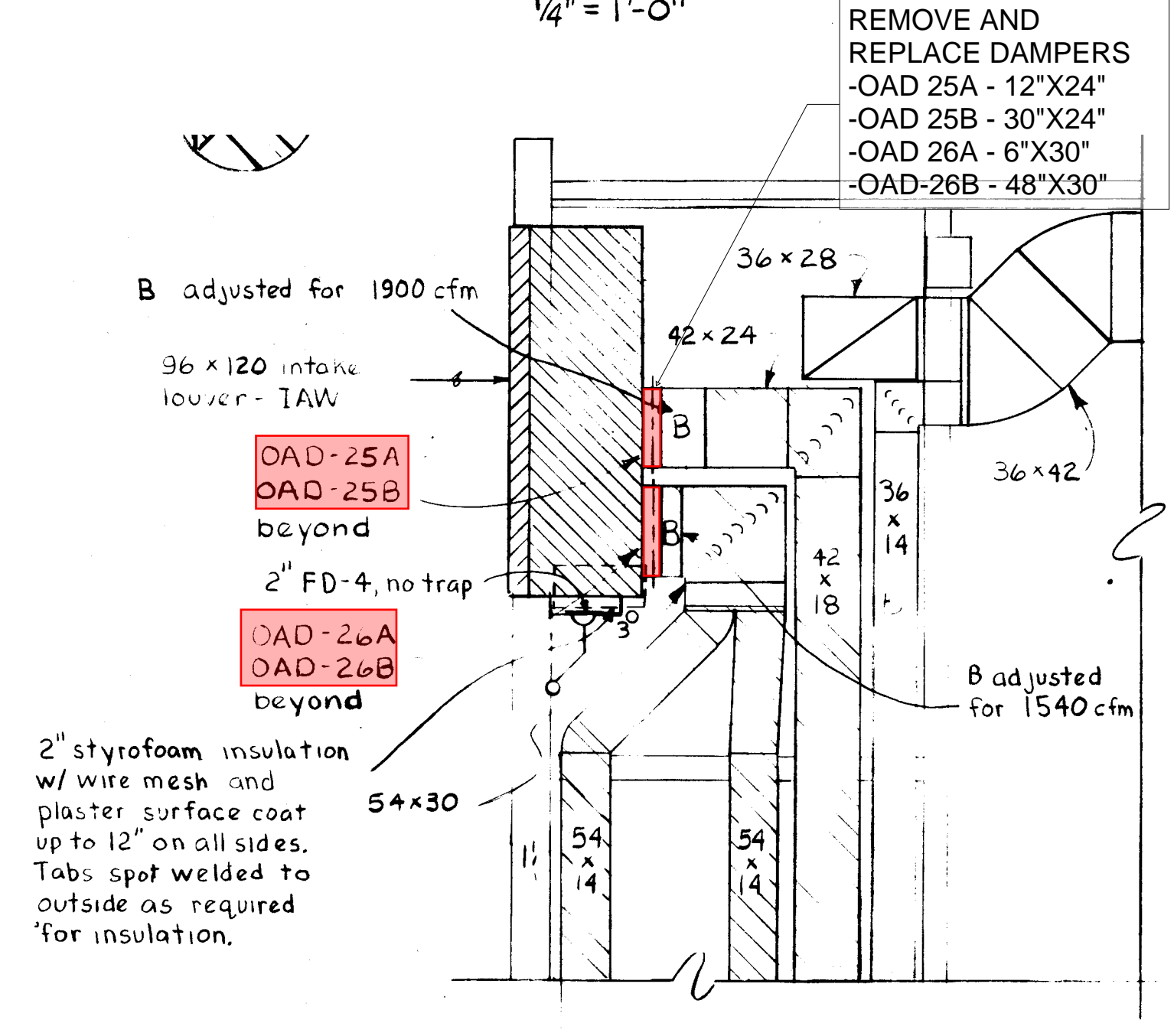
REMOVE AND REPLACE DAMPER
EAD 25A - 24"X30"

REMOVE AND REPLACE DAMPER
EAD 25B - 12"X12"

REMOVE AND REPLACE DAMPER
EAD 26 - 54"X36"

SHEET NOTES

1. COORDINATE MECHANICAL HVAC WORK WITH CONTROLS AND FIRE PROTECTION MODIFICATIONS.
2. REFER TO THE ELECTRICAL DRAWING E-102 FOR POWER CONNECTIONS.
3. DUCT SMOKE DETECTOR AND RELAY TO FANS AND AIR HANDLERS ARE TO BE REPLACED IN A SEPARATE FIRE ALARM CONTRACT. COORDINATE THE CONNECTION OF THE SHUT DOWN RELAY WITH THE FIRE ALARM CONTRACT.



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PROJECT:
**CITY AND BOROUGH OF WRANGELL
RECREATION FACILITY HVAC
UPGRADES**

WRANGELL, ALASKA

SHEET TITLE:
**MECHANICAL ROOM 410
CONSTRUCTION BID SET**

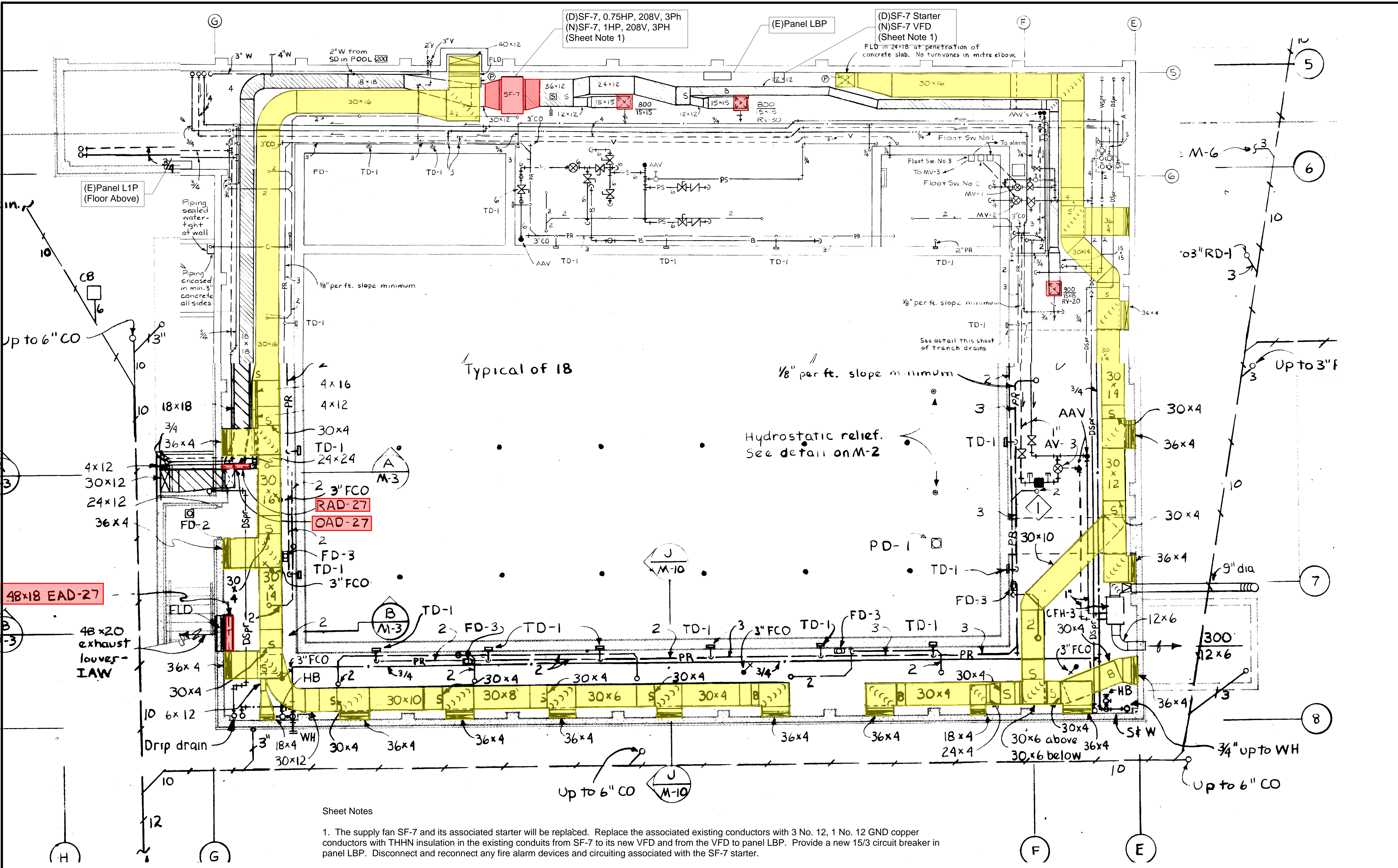
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DATE	10/24/2022

PROJECT No.
10296.22002
SHEET NUMBER

M-104

No.	Date	Item
REVISIONS		

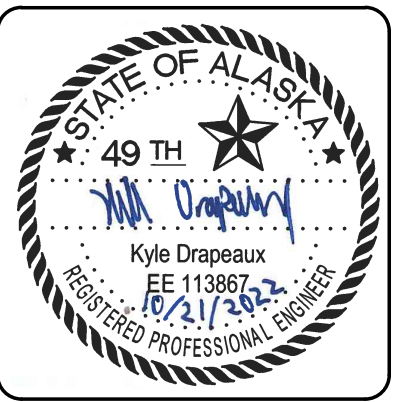
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Sheet Notes

1. The supply fan SF-7 and its associated starter will be replaced. Replace the associated existing conductors with 3 No. 12, 1 No. 12 GND copper conductors with THHN insulation in the existing conduits from SF-7 to its new VFD and from the VFD to panel LBP. Provide a new 15/3 circuit breaker in panel LBP. Disconnect and reconnect any fire alarm devices and circuiting associated with the SF-7 starter.

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PROJECT:
CITY AND BOROUGH OF WRANGELL
RECREATION FACILITY HVAC
UPGRADES
WRANGELL, ALASKA

SHEET TITLE:
MECHANICAL ROOM 100
CONSTRUCTION BID SET

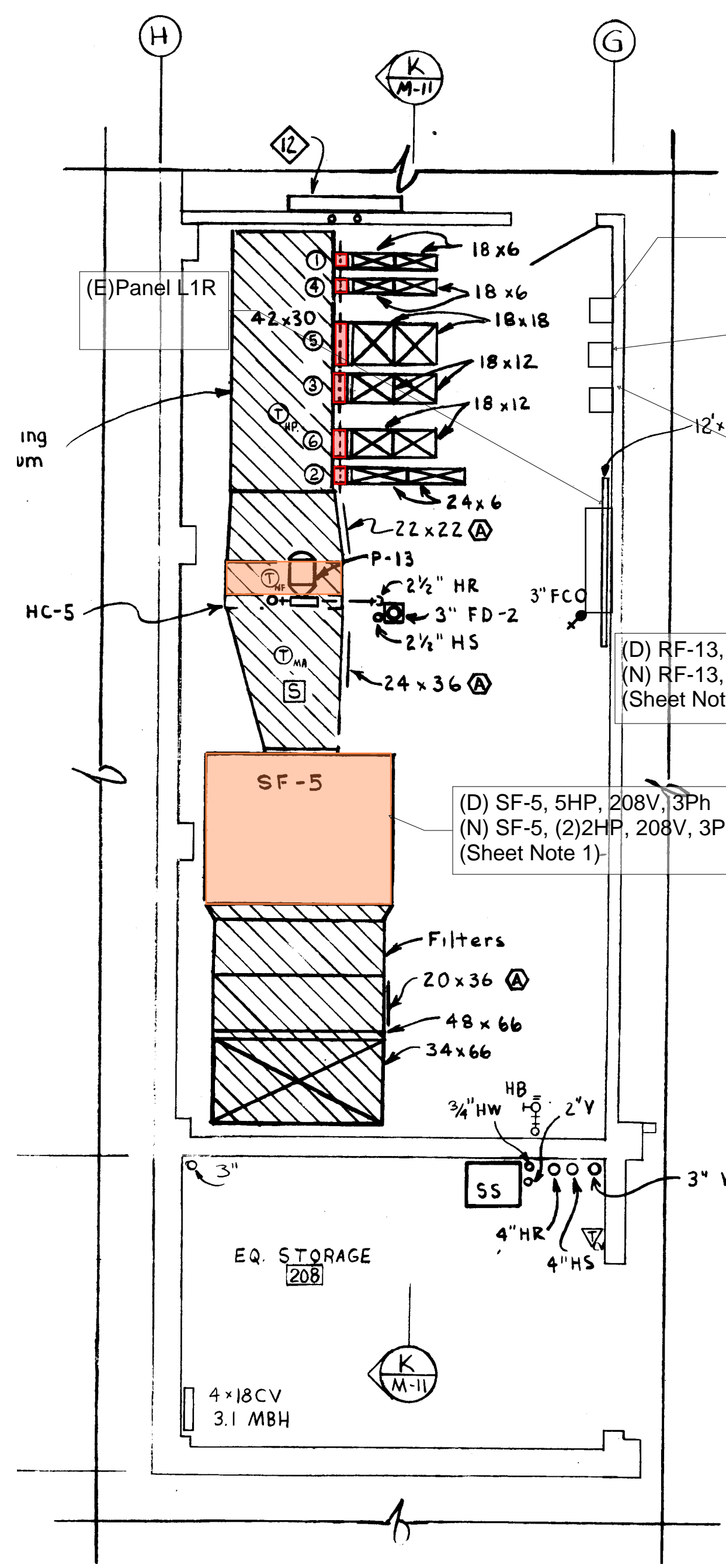
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CHECKED DHM
DATE 08.31.2022

PROJECT No.
10296.22002
SHEET NUMBER

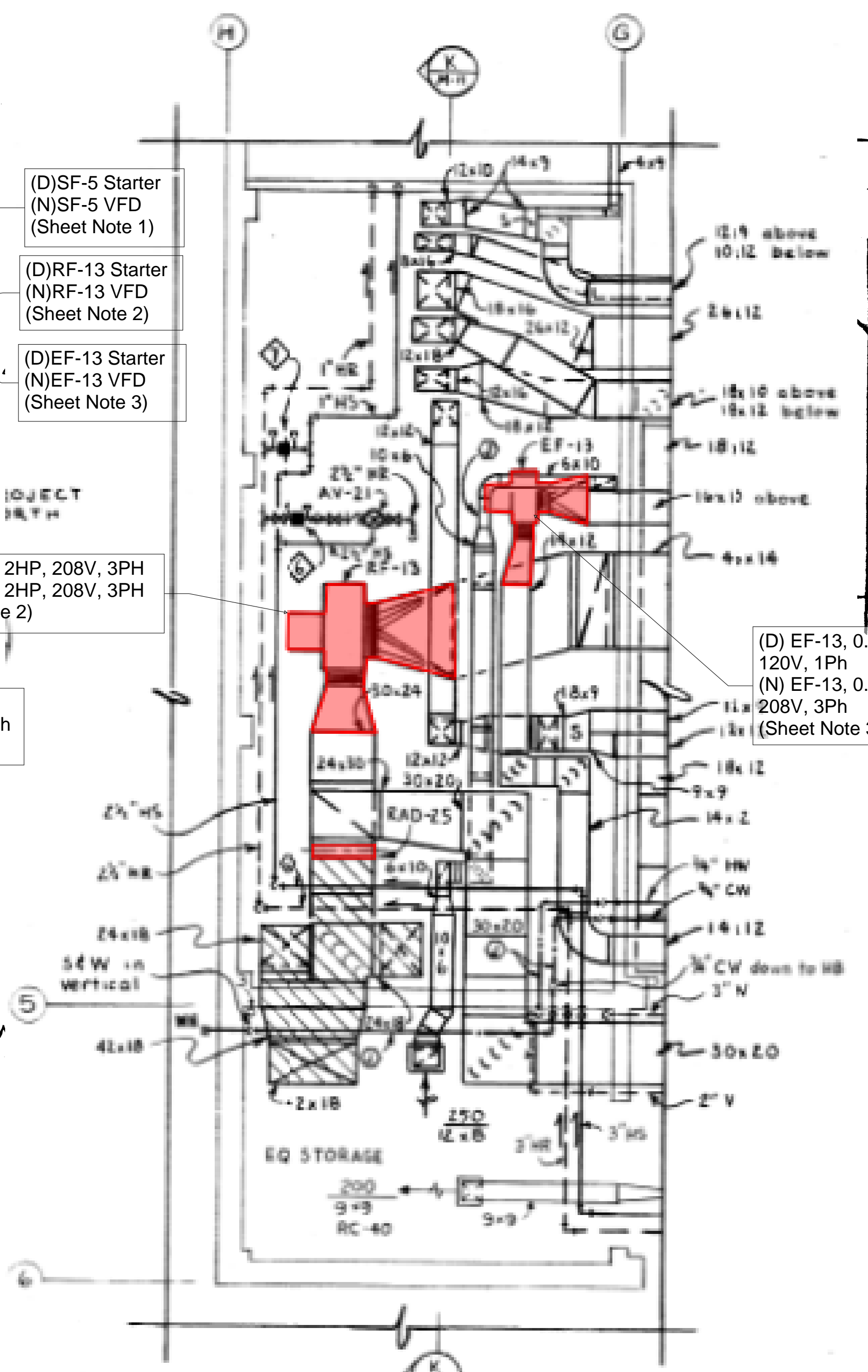
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No.	Date	Item
REVISIONS		

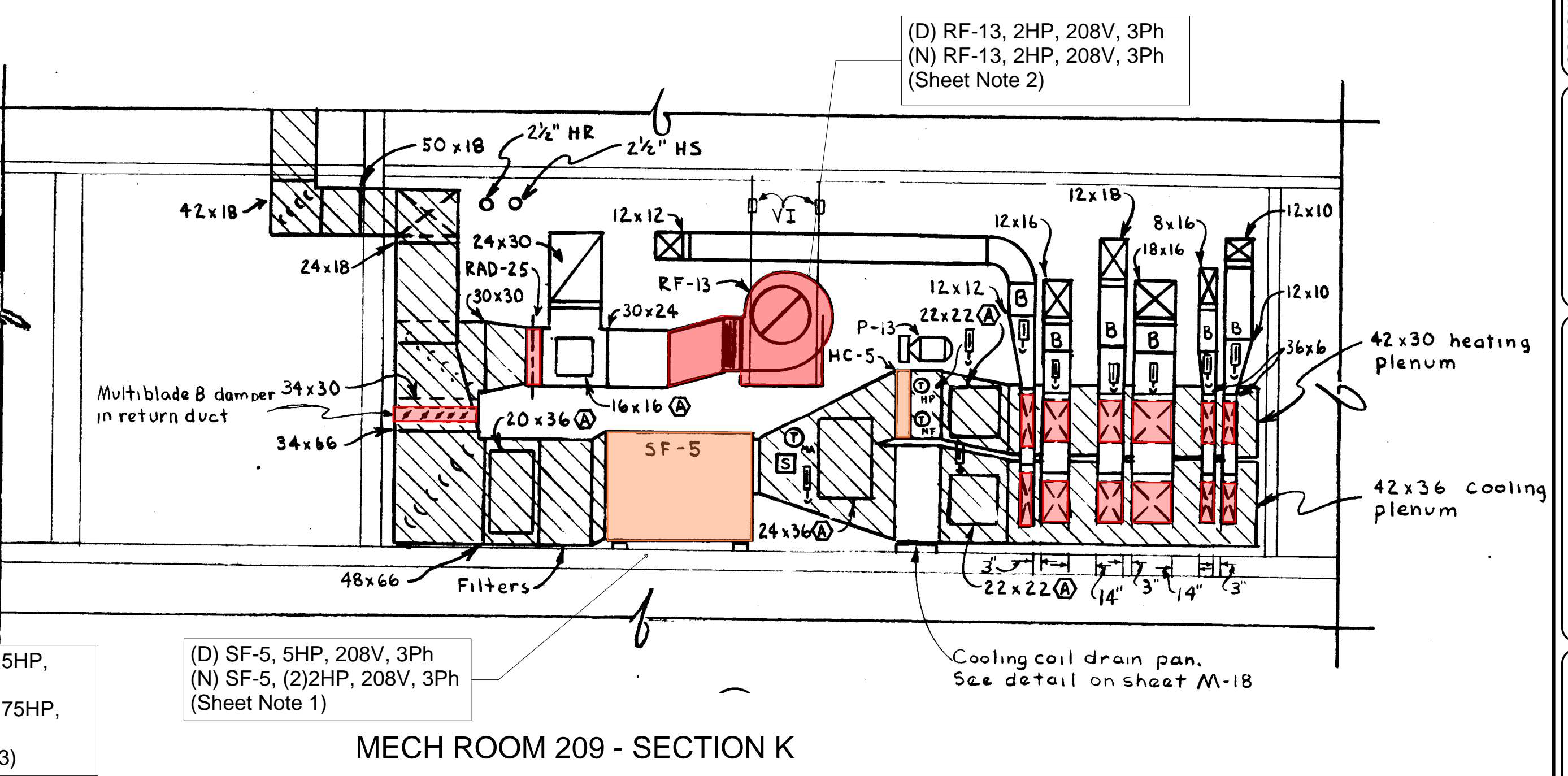
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LOWER LEVEL PLAN - MECH ROOM 209



UPPER LEVEL PLAN - MECH ROOM 209

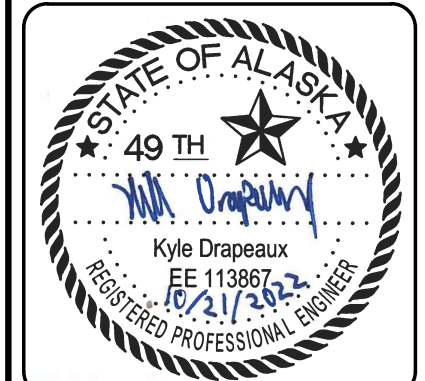


MECH ROOM 209 - SECTION K

Sheet Notes

1. The supply fan SF-5 and its associated starter will be replaced. Replace the associated existing conductors with 3 No. 10, 1 No. 10 GND copper conductors with THHN insulation in the existing conduits from SF-5 to its new VFD and from the VFD to panel L1R. Provide a new 35/3 circuit breaker in panel L1R. Disconnect and reconnect any fire alarm devices and circuiting associated with the SF-5 starter. Replace the associated disconnect with a new 60A disconnect.
2. The return fan RF-13 and its associated starter will be replaced. Replace the associated existing conductors with 3 No. 12, 1 No. 12 GND copper conductors with THHN insulation in the existing conduits from RF-13 to its new VFD and from the VFD to panel L1R. Provide a new 15/3 circuit breaker in panel L1R. Disconnect and reconnect any fire alarm devices and circuiting associated with the RF-13 starter. Replace the associated disconnect with a new 30A disconnect.
3. The exhaust fan EF-13 and its associated starter will be replaced. Replace the associated existing conductors with 3 No. 12, 1 No. 12 GND copper conductors with THHN insulation in the existing conduits from EF-13 to its new VFD and from the VFD to panel L1R. Provide a new 15/3 circuit breaker in panel L1R. Disconnect and reconnect any fire alarm devices and circuiting associated with the EF-13 starter.

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PROJECT:
**CITY AND BOROUGH OF WRANGELL
 RECREATION FACILITY HVAC
 UPGRADES**
 WRANGELL, ALASKA

SHEET TITLE:
**MECHANICAL ROOM 209
 CONSTRUCTION BID SET**

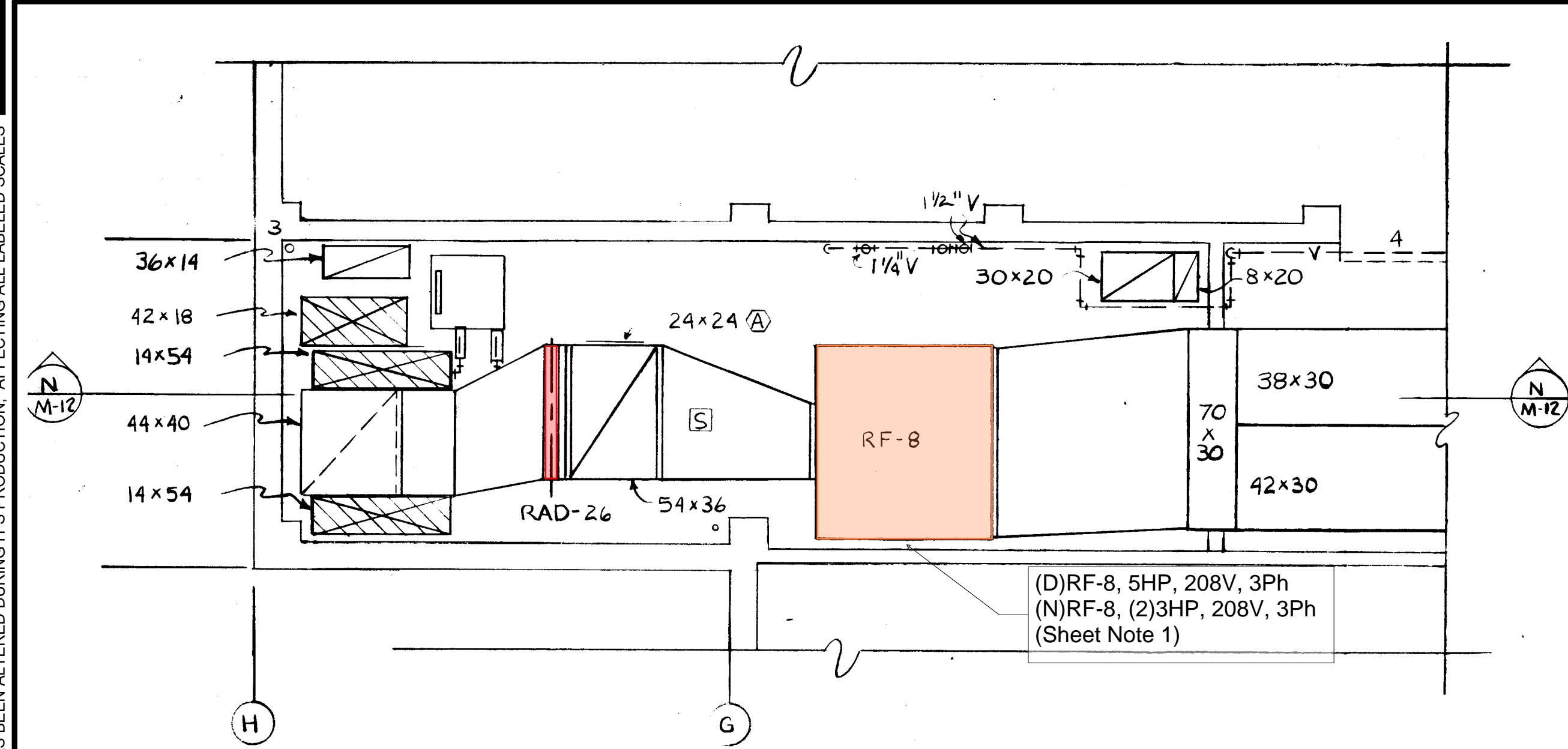
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DATE	08.31.2022

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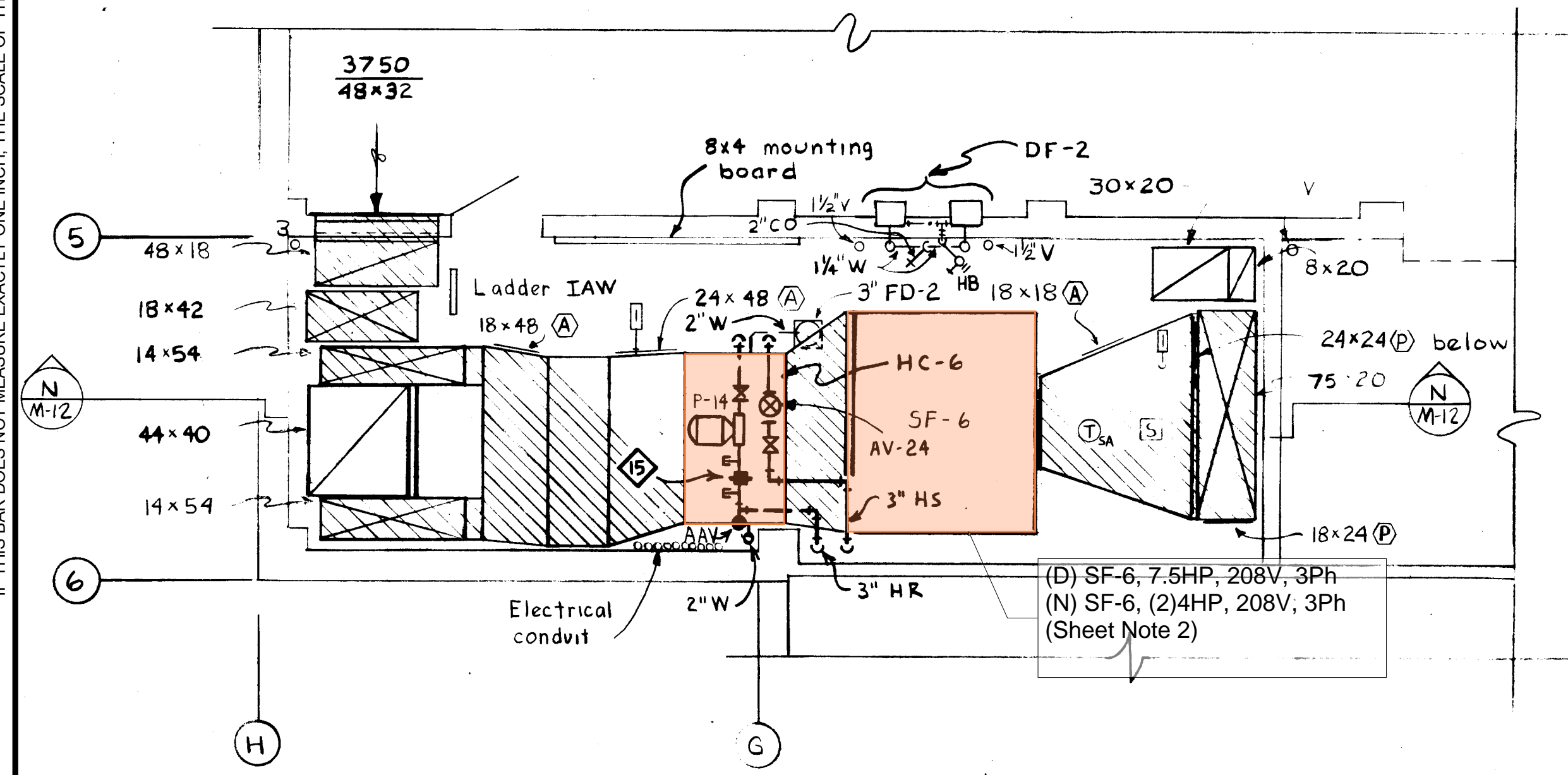
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No.	Date	Item
REVISIONS		

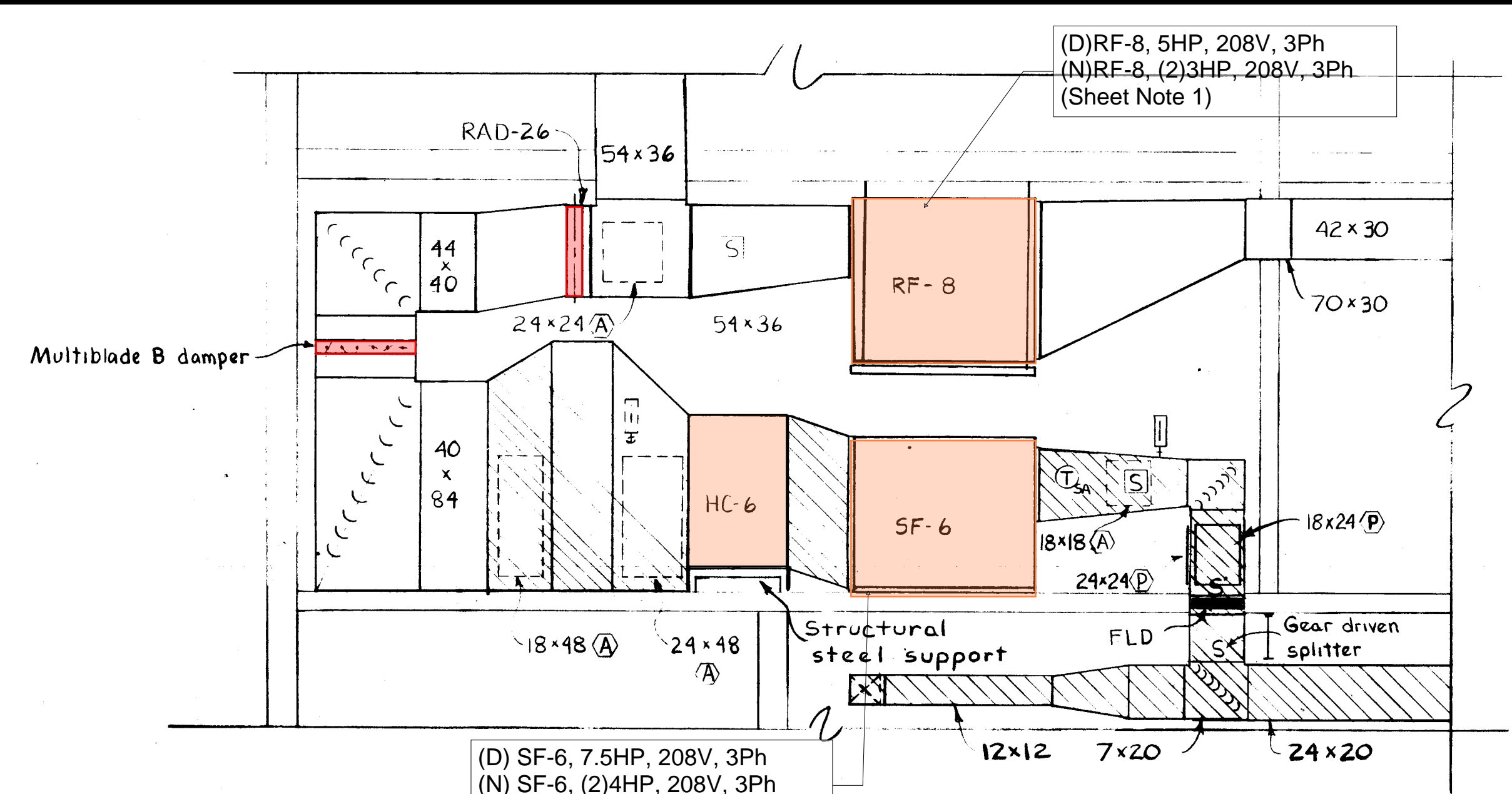
8/31/2022 8:16:10 AM Autodesk Docs://1305.22001 - Spark, 410 W.oughby/NF-MECH-1305.rvt



MECHANICAL RM. 303 - UPPER LEVEL
 $\frac{1}{4}'' = 1'-0''$



MECHANICAL RM. 303 - LOWER LEVEL
 $\frac{1}{4}'' = 1'-0''$



SECTION M-12
 $\frac{1}{4}'' = 1'-0''$

Sheet Notes

1. The return fan RF-8 and its associated starter will be replaced. Replace the associated existing conductors and conduits with 3/4" EMT conduit and 3 No. 8, 1 No. 10 GND copper conductors with THHN insulation from RF-8 to its new VFD and from the VFD to panel L1P. Provide a new 50/3 circuit breaker in panel L1P. Disconnect and reconnect any fire alarm devices and circuiting associated with the RF-8 starter. Replace the associated disconnect with a new 60A disconnect.
2. The supply fan SF-6 and its associated starter will be replaced. Replace the associated existing conductors and conduits with 1" EMT conduit and 3 No. 6, 1 No. 10 GND copper conductors with THHN insulation from SF-6 to its new VFD and from the VFD to panel L1P. Provide a new 60/3 circuit breaker in panel L1P. Disconnect and reconnect any fire alarm devices and circuiting associated with the SF-6 starter. Replace the associated disconnect with a new 60A disconnect.

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PROJECT:
**CITY AND BOROUGH OF WRANGELL
 RECREATION FACILITY HVAC
 UPGRADES**
WRANGELL, ALASKA

SHEET TITLE:
**MECHANICAL ROOM 303
 CONSTRUCTION BID SET**

DESIGN	AM
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DATE	08.31.2022

PROJECT No.
10296.22002
 SHEET NUMBER

E-103

No.	Date	Item
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