

**BID MANUAL &
REQUEST FOR PROPOSAL**

for
Component Construction Services
for
Wrangell Medical Center .
Wrangell, Alaska
March 21, 2012



WHERE INNOVATION AND IMPLEMENTATION MEET

BID MANUAL &
REQUEST FOR PROPOSAL

COMPONENT FABRICATION &
CONSTRUCTION SERVICES

WRANGELL MEDICAL CENTER
WRANGELL, ALASKA

March 21, 2012

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INTRODUCTION

American Health Facilities Development, LLC (AHFD), Program Manager, on behalf of the City & Borough of Wrangell and Wrangell Medical Center (Hospital), located in Wrangell, Alaska, is seeking component fabrication, component transportation and component construction services for a 28 bed, 53,982 gsf replacement hospital to be located on a 28 acre site on Wood Street near the Wrangell City water storage and treatment facilities. Wrangell Medical Center is the critical access hospital and long term care facility for the City of Wrangell, which is located on the northern tip of Wrangell Island along the Inside Passage of Southeast Alaska.

The City & Borough of Wrangell formed a Project Delivery Team to meet project objectives including American Health Facilities Development (AHFD), Program Manager, and David E Johnson, Architect (DEJA) of Nashville, Tennessee to provide architectural, design and engineering services. Layton Construction was selected to provide Construction Management services for the site built project scope including earthwork, utilities, foundations, and canopies. The project team will also include City and Hospital Staff, and other consultants as needed.

The project is presently completing the design phase. Due to Wrangell's remote location, limited construction man-power, and limited availability of non-combustible materials the project team has selected off-site component fabrication as the method of project delivery.

The method of contracting for the Component Constructor is an A101 Stipulated Sum Contract. The Component Construction (CC) firm will be responsible for shop drawings, fabrication, delivery, placement, and completion of the hospital components. Upon completion the hospital will be ready for intended usage including a Certificate of Occupancy and licensure by the State Health Department once occupied by Wrangell Medical Center. The Component Constructor will be responsible for all construction of the replacement hospital above the weld-plate of the foundations through and including the roof.

A CM Firm, Layton Construction, will retain responsibility under a modified GMP for those services not in component fabrication scope. The Hospital site development scope to be performed under Layton Construction falls under the US Army Corps of Engineers (USACE) for wetlands, environmental and soil disturbance permitting. All work on site will be coordinated with Layton and in adherence with Layton safety procedures.

Wrangell Medical Center intends to finance this project using USDA Rural Development Community Facilities financing, America Recovery and Reinvestment Act, State of Alaska Department of Commerce and Economic Development funds, and interim construction period private bank financing (TBD). Component fabrication services will meet mortgage insurance application requirements for USDA-RD Code of Federal Regulations 1942a, and State of Alaska code requirements.

Firms are encouraged to familiarize themselves with Alaska State government jurisdictional requirements which govern this program and with Alaska State healthcare construction review and approval requirements. Firms are encouraged to familiarize themselves with USDA RD Community Facilities requirements.

Wrangell Medical Center engaged AHFD to provide Program Management services for this project. All correspondence or inquiries relative to the project should be directed to AHFD. A pre-proposal conference to field project inquiries will be held at 2:00 PM CST, Tuesday, April 10th in the AHFD conference room, 105 Continental Place, Brentwood, TN. Firms unable to travel to Brentwood for this conference may participate by teleconference. Teleconference instructions will be provided separately.

As described in the following pages, AHFD will pursue the “Partnering” program management philosophy to guide the Project Delivery Team. We appreciate your interest and look forward to receiving your response no later than 2:00 PM Alaskan Time, Tuesday, April 24, 2012.

American Health Facilities Development, LLC (AHFD)

“PARTNERING”

“Partnering” is a term used to describe a refined working relationship between the traditional members of a design and construction team. By creating a situation where the Owner, Architect and Contractor work together from the inception of a design and construction project, the traditional barriers are torn down and the team members are empowered to work together in an atmosphere of mutual trust and respect. The unique issues of professional liability and financial responsibility that traditionally confront the Architect and Contractor are not eliminated by the Partnering process. Instead, what happens is that Owner, Architect and Contractor expectations are more concisely and completely defined and “surprises” are minimized. By flushing most of the risk out of a construction project and maintaining the competitive bidding aspects of the traditional process, the Contractor can concentrate on providing professional services to the team and not be required to speculate in order to be awarded the construction project. No longer is the Contractor in a defensive role.....no longer is the Architect/Contractor relationship adversarial.....no longer does the Owner have to worry that games are being played with the numbers. The process is all “open book”. The Owner can accept or reject bids on individual portions of the work and be assured of participation to the maximum extent possible by local tradesmen. The net result of this process is a better, more economical project that meets everyone’s expectations.

The key word here is “expectations”. Problems generally arise in construction projects when one party’s expectations vary from another party’s assumptions or something is overlooked in the design process or unknown conditions are not buffered with adequate contingencies or “soft costs” are overlooked or ignored in developing the project budget. The Owner, Architect, Contractor and Project Manager, working together as a team, bringing their individual experience to bear, asking questions, exploring alternatives defining expectations can and do resolve these problems before they have a chance to occur. Partnering maximizes early opportunities for cost and quality control.

In their traditional roles, the team members will not work together this way. Issues of professional liability, financial responsibility and the typical adversarial relationship of Architect and Contractor in the traditional Design/Bid process preclude the team members from interacting in this fashion. The Contractor fears that if he suggests something then it will become “his” solution and “he” will inherit complete liability for the performance of the material or system. The Architect is hesitant to utilize materials or systems with which he may be unfamiliar because he will be required to stand liable for its performance. Is it any wonder there is so little innovation and advancement of technology in the building trades? What then can cause this process to occur?

The skills of a trained, professional Project Manager are mandatory. The AHFD Project Manager serves as an Owner’s representative and is the catalyst for the “Partnering” process. Simply put, his role is to cause the above mentioned conditions to occur and to monitor and direct the team members in the process of developing the project and meeting the Owner’s expectations.

The Partnering process focuses on time, cost and quality. Expectations and team member responsibilities for meeting these expectations are established and monitored by the Project Manager. Many Architectural/Engineering firms and Contractors are unfamiliar with the Partnering process. Some have had limited exposure to some aspects. AHFD has successfully utilized the process on numerous projects to the benefit of all parties involved.

Some specific duties of the Project Manager are as follows:

- Establish rapport with the Owner and gain an understanding of their needs and expectations.
- Develop and administer the Architect, Contractor and Consultant selection process.
- Assist the Owner and Owner's counsel in drafting and negotiating contracts.
- Provide leadership and coordinate activities of all members of the project team.
- Initiate and conduct ongoing project coordination meetings during the design and construction phases.
- Develop and manage the "Total Project Budget" for the Owner.
- Review payment requests.
- Critique the architectural design.
- Facilitate the decision making process.
- Provide recommendations to achieve project objectives.
- Provide regular reports to the Owner summarizing current project status with regard to time, cost and quality.
- Monitor Contractor's performance during construction, including quality of workmanship, conformance to project requirements, schedule adherence, quality of management, and responsiveness. Initiate any necessary actions to address deficiencies.
- Evaluate any requests for changes to verify equitable cost for value received.

II PROJECT DESCRIPTION

AHFD prepared a Space Allocation Program for the Hospital which served as the starting point for this project which now includes 53,982 gsf, 20 beds long term care beds, and 8 acute care beds. The new hospital will have one major operating room, a two room Emergency Department, and a Diagnostic Department with R/F, Ultrasound and a CT.

Total construction cost, component plus conventional is anticipated to be in the \$20,000,000 to \$22,500,000 range.

The replacement hospital will be located on Wrangell City parcel 6, the "Alpine" site, on the extension of Woods Street, just off the Zimovia Highway, roughly 1.5 miles from the center of the City of Wrangell. **Exhibit A** is an enumeration of the Construction Documents including a site plan. The City and Borough of Wrangell, Alaska will develop Wood Street as a separate project (the public access road to the 28 acre Hospital site), Parcel 6, Lot B in Exhibit B.

As shown, a 1.44 acre portion within Parcel 6 has been identified for Alaska Island Community Services (AICS), a governmental organization separate and distinct from the Hospital, to build a clinic. AICS has retained the AE Rogers Architect of Juneau for design services. The proposed clinic is approximately 9000 gsf and is currently nearing completion.

The Hospital has developed a design for a replacement facility that is staffing efficient, patient / customer friendly and economical to construct in a timely manner. The new hospital will be a community oriented and family friendly fifty year structure that emphasizes patient comfort, safety and privacy, minimizes potential for medical error and infection, and incorporates expansion options for all departments. Plans call for a single story structure.

The Hospital expects good department relationships with efficient interdepartmental flows that optimize and separate staff, patient and visitor movement. All patient and long term care rooms will be private, will be large enough to accommodate family and guests as an integral part of the healing process, and will have comfortable overnight family support structures.

The Hospital has a desire for cost efficient utilities which take advantage of relatively inexpensive electricity on the island. It intends to promote facility and information security, and will require proximity security and wireless capability. Other areas include staffing efficient nursing stations; equally efficient, unobtrusive storage spaces; and expandable, state of the art information technology that leads to paperless medical administration. The hospital intends to reuse the majority of its existing medical equipment and furniture.

The Hospital intends that the replacement facility showcase the professionalism, capability and depth of care provided by the Wrangell Medical Center Team. An overriding hospital concern will be the ability to demonstrate that the component fabrication and construction firm chosen is a good steward of hospital funds, with robust

preconstruction value assessment skills to balance component constructability and design needs. Component construction is defined as engineering and fabricating all, or major portions, of the replacement facility outside of Wrangell, disassembling the facility into sections for movement, transporting the sections to Wrangell, and reassembling them on site.

Wrangell's remote location increases the cost to deliver goods and services, including all materials and labor. Southeastern Alaska weather also impacts construction. Since funding will be under US Government lending programs, Federal labor, equal employment, job site safety and other government healthcare standards will apply. Accurate assessment of these impacts on component fabrication, transportation and assembly is essential. Equally important will be estimating the cost of maintaining conventional healthcare standards of cleanliness and efficiency during fabrication at the plant, and at the construction site during component re-assembly.

The Project is anticipated to be designed and built utilizing an approach where on site construction begins prior to completion of component fabrication documents. **Exhibit B** is a project development schedule that describes this process. This schedule will be updated throughout the project, but will next be updated after Component Fabricator selection.

The construction duration reflected in the schedule is not intended to dictate the duration that each firm is to use for planning. Each firm is to determine from its experience the time frame it feels is aggressive, but achievable. Each firm is to include construction duration in its response to this RFP. Construction duration is defined as the period of time in months between project start, when the Component Fabricator is given Notice to Proceed to begin plant fabrication, and project conclusion at Certificate of Occupancy.

In addition, each firm is to provide greater definition of construction duration by specifying the times for: (a) preparation of fabrication document (b) hospital fabrication in the plant, the time from Notice to Proceed to the last departure of the last component to leave the plant for Wrangell, AK; (c) transportation, the time from the last component leaving the plant until the last component arrives on site at Wrangell; and (d) on site assembly and construction, the time from last component arrival until certificate of occupancy.

The selected CC firm will conduct, and be responsible for the engineering and construction of its product. For the purpose of the response to this proposal, component construction is more specifically defined as engineering, permitting and construction of the replacement hospital components above foundations, including engineer stamped structural, mechanical, plumbing, and electrical fabrication drawings. **Medical Equipment and Medical Communications will be procured separately in a manner determined to be in the owner's best interests.** The CC Firm will serve as the engineer of record for the scope of the project it constructs, and will be responsible along with the architect of record for meeting all code compliance and regulatory requirements by all Authorities Having Jurisdiction (AHJ).

The CM scope is to include all utilities, site civil and structural foundations below bearing weld-plate, plus canopies, the two-hour masonry fire wall which bisects the building, all landscaping, parking and drives. Construction value of that part of the Project that is not component construction will be included in a separate CM GMP.

Exhibit C is the Component Construction A101 Stipulated Sum Contract to be used.

Prevailing Wage Compliance

The **higher** of either the USDL Davis-Bacon or the Alaska Prevailing wage rate classifications shall apply. See Exhibit G.

ARRA Compliance

This contract is funded in whole or in part using funds from the American Recovery and Reinvestment Act (ARRA). Section 1605 of the ARRA prohibits the use of these funds unless all iron, steel, and manufactured goods are produced in the United States. All iron and steel manufacturing processes must take place in the United States, except for metallurgical processes involving the refinement of steel additives. There is no requirement for the origin of components and sub-components of manufactured goods. Products listed at 48 CFR 25.104(a) have been determined to be unavailable in the United States and if required for the project may be purchased from foreign sources. No unauthorized use of foreign iron, steel, and/or manufactured goods will be allowed on this project.

This hospital project requires a "Certificate of Need" (CON) in the State of Alaska. Full approval of an updated CON application is pending. The hospital anticipates no opposition to the CON revision.

All firms are encouraged to visit the site to become familiar with the factors that may have an impact on their proposal. Should any additional information become available prior to the due date, it will be distributed to all proposing firms as an addendum to the RFP.

III PROPOSAL OUTLINE

A. COMPANY HISTORY AND CAPABILITIES

The Owner reserves the right to reject any or all Bids, to waive any informality in a Bid, or to award to the lowest responsible Bidder, as it may best serve the interests of the Owner.

The Work consists of all activities necessary to construct a fully functioning Replacement Hospital from the foundation weld-plates up through the roof as shown in the construction documents. Proposals considered complete and responsive shall contain all of the information outlined below:

1. Integrity & Record of Past Performance-

Provide a brief history of the firm including ownership, key personnel, location and general scope of completed healthcare construction projects; hospital experience; hospital \$ volume for years 2008-2011; % of total business that is healthcare, and number of completed hospital projects within last five years.

1A. Provide a list of similar size healthcare projects under construction or completed over the last five years including:

- Project description;
- Construction start and completion dates;
- Name of Project Manager and Superintendent
- Name and location of the fabrication firm that built the project and the location of the plant where the project was fabricated;
- Describe the transportation method used to move component assemblies from the plant to the construction site; if a separate transportation firm was contracted to move component assemblies, provide the name and contact number of this firm;
- Owner reference, name, title and current phone numbers;
- Architect of record reference, name, title and current phone numbers;
- Highlight any projects in Alaska;

1B. Provide a list of any other healthcare projects under construction or completed in the past three years including:

- Project description;
- Construction start and completion dates;
- Name of Project Manager and Superintendent
- Name and location of the fabrication firm that built the project and the location of the plant where the project was fabricated;

- Describe the transportation method used to move component assemblies from the plant to the construction site; if a separate transportation firm was contracted to move component assemblies, provide the name and contact number of this firm;
- Owner reference, name, title and current phone numbers;
- Architect of record reference, name, title and current phone numbers;
- Highlight any projects in Alaska;

2. Project Management Resources & Capabilities-

The Proposal shall include the specific management team and organization chart for the project along with personnel resumes and role descriptions. The proposal will indicate the engineers of record for the project and their Alaska credentialing and will indicate the plant and plant management team where the hospital will be fabricated. The proposal will include a Project Manager, Superintendent, Transportation Manager and Secretary for the project. These positions are full time. The Transportation Manager will be on site during component delivery. The Project Manager, Superintendent and Secretary will be onsite one week prior to the assembly and construction of components and will remain onsite until certificate of occupancy. The Superintendent's qualifications should include healthcare mechanical, electrical and mechanical experience. Has this team worked together on previous projects? Discuss the depth of experience of this team and its interpersonal skills and approach in working with clients, architects and engineers.

- 2A. Provide a description of firm's management policies to monitor component assembly transportation safety, timeliness and performance. Specifically address your firm's transportation concept to move components safely to Wrangell, AK. Specifically address your firm's approach to transportation insurance and/or bonding during component transportation from plant to Wrangell, AK.
- 2B Provide a description of firm's approach for this project in developing and maintaining the project schedule. How aggressively does the firm manage the schedule in making up for unanticipated delays?
- 2C Provide a statement relative to firm's commitment to quality and cleanliness, and address any specific processes or tools the firm utilizes to assure quality and cleanliness is continuously monitored and maintained as a priority, in fabrication, movement and on site assembly/construction.
- 2D Provide documentation of Alaska license for the Engineer of Record and applicable Alaskan contractor's license.
- 2E Describe how your firm intends to provide foundation and under utilities planning information to DEJA and Layton.

- 2F Exhibit F is the fixed equipment checklist for this project. Describe the process you will use to coordinate this equipment list for project efficiency. Describe how your firm can benefit the project by providing fixed, medical, or diagnostic equipment if desired by the owner.
- 2G Describe communications systems planning and installation, if any, that your firm may provide at additional cost. Specifically address: telephone, Nurse Call/Code Blue, TV cabling and TV's. ER radio systems, network electronics, access control and security, dictation, time and attendance, electronic health records and physicians ordering systems and any other pertinent communication systems capabilities.
- 3. Financial Resources**- Submit the firms most recently audited financial statement.
- 3A Describe the limits of your firm's current professional liability and workmen's compensation insurance coverage. Verification of coverage will be required prior to executing an agreement.
- 3B Provide letter from your bonding company on bonding capacity and bond rate and describe how your firm will manage risk during fabrication, transportation and assembly/construction and will isolate this risk from the Hospital.
- 4. What is the name and title of the person completing the response to the RFP?**

IV CONSTRUCTION PHASE MANAGEMENT SERVICES

A. Schedule Development and Maintenance

1. The CC Firm will coordinate with the CM Firm for Construction Schedule accuracy and achievability for CC construction activities to ensure that realistic construction dates can be set and met.

B. Meetings, Information Management, Document Review

1. Owner-Architect-Contractor (OAC) on site review meetings may be held once every four weeks during the construction phase of the project. It should be assumed that these meetings will be held in **Wrangell, Alaska**. Pre-construction services will also include participation in weekly teleconferences, anticipated to begin May 1, 2012 potentially extending through September, 2012. The CC shall attend and participate in all meetings & calls.
2. The CC shall notify the design architect/engineer immediately of any design variation related to cost, constructability, availability of materials and feasibility for specialized systems, comparative cost/benefit analysis for building systems and budget/schedule impact as the fabrication shop drawings are developed. This notification is in order to avoid the development and completion of fabrication drawings that fail to meet load requirements for component foundations, healthcare standards, or exceed budget and schedule limitations.
3. The CC shall assess component assemblies as their placement relates to the foundation, subgrade utilities and site preparation and will maintain full responsibility for design or construction of component assemblies. The CC will coordinate with the CM to make sure site logistics support movement and placement of component assemblies on foundations. The CC will provide turning radius and off load requirements for all component transportation vehicles and will provide crane information as required to ensure that overhead, stability and safety on site are properly planned. Specifically, the CC shall provide the design loads and load points for all component assemblies to ensure safe and correct foundation design. While developing site logistics, the CC will make recommendations to the CM on site layout to ensure the most efficient safe transportation and placement of components to foundations.

C. Activities described in this section are supplemental to those required in the Construction Documents, A101 owner Contractor Agreement, and A201 General Conditions and are included for clarification or emphasis.

D. Equipment Review and Coordination of Direct Owner Contracts

1. The CC shall assist the Owner in reviewing and coordinating provisions for the Owner Furnished Equipment and Furnishings. Exhibit F is a listing of Medical Equipment responsibilities.
2. If required, the CC will work with the Owner in receiving bids and placing purchase orders for long lead equipment during the shop drawing phase of the project and will share with the Owner any expertise or advantage in economy of scale purchases possible in component construction.

E. Cash Flow Analysis

1. Throughout the project and immediately following the submission of the Stipulated Sum and the Construction Phase Schedule, the CC shall work with the Owner to establish and maintain a cash flow analysis for the overall construction duration of the Project.

F. Construction Staging and Site Management Planning

1. In coordination with the CM, the CC shall develop a Site Logistics and Management Plan for the purpose of staging, assembling and constructing components. This plan will include such particulars as primary access to and from the construction site, parking, on-site entrances, personnel entrances and traffic patterns within the existing facility, location of temporary facilities, location of hoist, cranes and other stationary equipment, locations of barricades and construction fences, locations of pedestrian tunnels and/or bridges, etc. This plan will cover placement of cranes, appropriate routes with sufficient turning radius for component transport and other component construction site logistics.
2. If project conditions warrant, the CC shall prepare written instructions to its forces regarding the work in and around newly occupied facilities. These instructions will include such particulars as special time schedules for working in patient care; critical care of special procedure areas; "dressing out" to work in critical care, surgical lab or sterile areas; utility shut-down schedules; construction personnel use of specific public areas; or similar construction activities than may impact hospital operations.

V COMPONENT FABRICATION, MOVEMENT AND ASSEMBLY CONSTRUCTION SERVICES PROPOSAL

A. ACKNOWLEDGEMENT / ACCEPTANCE OF AGREEMENT YES / NO

1. COMPONENT CONSTRUCTION AGREEMENT - EXHIBIT "D" _____

NOTE:

Any exceptions or qualifications to the Agreement or General Conditions (Exhibit "D") are to be completely and explicitly detailed in an attachment to the RFP response for review and consideration by the Owner.

B. SCOPE

The scope of work includes all labor, supervision, taxes, permits, design, engineering, fabrication, transportation, weather protection, reassembling, material, equipment (as specified and listed in equipment matrix), tools, shoring, scaffolding, hoisting, appliances and other facilities required to perform the **Component Construction** work as shown in the Contract Documents (**from the top of the weld plate through the roof**) and as per project schedule requirements included in **Exhibit B**. The following items and descriptions of work are particularly included in the scope and are not intended to limit the Component Contractor's work, but only to clarify or emphasize it:

1. The following sources will be utilized for funding of the project and application/documentation requirements required of these sources will be the responsibility of this subcontractor:
 - a. Rural Development Direct ARRA Loan
 - b. Rural Development Direct CF Loan
 - c. State of Alaska Grants
2. Since funding will be under US Government financing programs, Federal labor, equal employment, job site safety and other government healthcare standards will apply. The higher of the Davis-Bacon and Alaska wage standards of each classification shall apply to work performed under this contract. Certified Payroll is required for hourly workers.
3. The component contractor will serve as the engineer of record for the scope of the project it constructs and will be responsible for meeting all code compliance and regulatory requirements by all AHJs.
4. Firms are encouraged to familiarize themselves with Alaska State government jurisdictional requirements which govern this program and with Alaska State healthcare construction review and approval requirements.
5. Firms are encouraged to familiarize themselves with USDA RD Community Facilities requirements.
6. Provide a detailed status report indicating delivery dates for all material and equipment for the project. This report will be updated and submitted to Project Manager weekly.
7. All insurance costs are covered by the contractor.
8. Contractor shall provide adequate Health Insurance coverage for all their employees as required by project source of funding.
9. All safety requirements (including OSHA and Layton Construction for on-site work) including safety glasses, fall protection, hardhats, leather boots, daily clean up, weekly safety meetings, 100% tie-off at all times, etc. (as identified in the Layton Safety Manual). Safety vests or high-visibility clothing must be worn during the excavation, road and crane work. Contractor to provide a fire watch during all phases of their work that creates a fire risk to the project. A project specific safety orientation will be required for all workers prior to any work commencing on site.

10. Daily cleanup of all debris and trash associated with this scope of work, including transportation of the discarded material to the dumpsters. This includes broom sweeping as required by the Contractor. The dumpsters will be located outside the building and will be provided by the Contractor. All stocked materials and equipment are to be organized on a daily basis in a neat and orderly manner. Maintaining conventional healthcare standards of cleanliness and efficiency during fabrication at the plant and at the construction site during component re-assembly is required.
11. Complete coordination (e.g. meetings, drawings, schedules, etc.) with all other contractors to prevent unnecessary conflicts between trades and damage to previously installed building components. Failure to coordinate contractor's work with other contractors will not constitute justification for additional compensation.
12. It is mandatory for your firm to be in attendance for the OAC conference calls and the monthly onsite OAC meetings.
13. Contractor to provide qualified full-time supervision of daily procedures by an agent of the company with sole authority to make decision on behalf of the company. Supervision is to be in the plant(s) and on site during performance and coordination of contractor's scope of work. The onsite supervisor must speak English and be able to communicate with the Layton Construction superintendent and Wrangell employees.
14. The CC recognizes that coordination with numerous subcontractors on site will be required in setting, connecting and commissioning the modules into a fully functional hospital building. A detailed sequence of installation and connection will be provided and coordinated with all trades required including those employed by the CC and by others such as the CM for a complete installation, and that areas of work may not commence until such work by others is complete.
15. Contractor understands the intent of the design as inferred in the drawings and specifications. Contractor has anticipated and included all work to complete the Scope of Work to match the design intent. Miscellaneous drafting errors or omissions in the drawings and / or specs that contradict the intent of the design have already been accounted for.
16. The CC shall assess component assemblies as their placement relates to the foundation, sub-grade utilities and site preparation and will maintain full responsibility for design or construction of component assemblies. The CC will coordinate with the CM to make sure site logistics support movement and placement of component assemblies on foundations. The CC will coordinate turning radius and off load requirements for all component transportation vehicles and will provide crane information as required to ensure that overhead, stability and safety on site are properly planned. Specifically, the CC shall provide the design loads and load points for all component assemblies to ensure safe and correct foundation design. While developing site logistics, the CC will make recommendations to the CM on site layout to ensure the most efficient safe transportation and placement of components to foundations.
17. All testing, inspections and certifications (including test and balance) for the complete component construction are included in this scope of work and shall be coordinated with and scheduled through Layton Construction & AHFD supervision. Retesting for deficient work will be at the subcontractor's expense. USDA and interim financing banks require on-site inspections and may station an inspector or webcam at the factory where components are fabricated.
18. Overtime and after-hours work as necessary for tie-ins to utilities and/or to maintain the project schedule & phasing of work.
19. The project will be designed and built utilizing the "fast track" approach where on site construction begins prior to completion of final construction and component fabrication documents.
20. All materials utilized within the component construction units must be made in the USA to the extent required by the American Recovery & Reinvestment Act (ARRA).
21. As-built, record drawings to be maintained regularly (weekly) as applicable. Upon completion of this scope of work a clean and legible copy shall be turned over to Layton Construction and to the owner.

C. FABRICATION, MOVEMENT AND INSTALLATION OF COMPONENTS

1. Provide a STIPULATED SUM in US Dollars for the complete scope of work described herein, inclusive of but not limited to permits, fees, insurance, payment and performance bond, materials, and labor at applicable prevailing wage rates including final placement and completion of the hospital ready for intended use by the owner.

Overhead & General Conditions

- A. Personnel (Provide Rate Schedule)
- B. Facilities & Mobilization
- C. Temporary Utilities
- D. Equipment (Crane, etc.)
- E. Maintenance & Cleaning
- F. Travel / Moving Expenses
- G. Safety
- H. Insurance
- I. Bonds
- J. Other

SUB-TOTAL \$ _____

Fabrication Drawings

Production of Component Fabrication Drawings

SUB-TOTAL \$ _____

Construction/Fabrication

- A. Component Fabrication
- B. Installation/Completion
- C. Inspections/Permits
- D. Other

SUB-TOTAL \$ _____

2. The STIPULATED SUM shall be inclusive of complete transportation of components from the factory to the hospital site including but not limited to applicable insurance costs, dock fees, staging area leases, barge leases, permits, etc. as listed below. *(Final placement by crane onto the foundation bearing points is to be included under Construction above.)*

Transportation/Shipping

- A. Personnel (Provide Rate Schedule)
- B. Loading/Unloading
- C. Trucking- Factory to Port
- D. Shipping- Port to Port
- E. Trucking- Port to Site
- F. Rentals (cranes/barges/trailers)
- G. Fees/Permits
- H. Insurance
- I. Other

SUB- TOTAL \$ _____

The STIPULATED SUM & GRAND TOTAL \$ _____

D. PROJECT DURATION 17 Months TOTAL

(Construction Duration is defined as the total period of time in months between project start, when the Component Constructor is given Notice-to-Proceed to begin fabrication drawings and project conclusion at Certificate of Occupancy and final completion of punch lists.)

- 1. Fabrication Drawings- prep & approval (initiated by a Notice to Proceed) 3 months
- 2. Component Fabrication duration (initiated by a Notice to Proceed) 8 months
- 3. Transportation Duration 1 months
- 4. On-site Assembly and Substantial Completion 4 months
- 5. Commissioning and Final Completion 1 months

E. STANDARD INSURANCE COVERAGES (List coverages and limits.)

Commercial General Liability –

\$2,000,000	Each Occurrence
\$4,000,000	General Aggregate
\$1,000,000	Personal & Advertising Injury
\$2,000,000	Products Completed Operations Aggregate
\$2,000,000	Automobile Liability Each accident
\$10,000,000	Excessive Liability

G. BONDING CAPACITY (List single project and total bonding capacity for your firm)

Payment & Performance Bond- 100% of Contract Amount
 Bid Security 5% of Bid

VI INSTRUCTIONS TO BIDDERS

A. GENERAL

Submitted responses should thoroughly address all of the items in the Invitation to Bid. Bids that do not address all of these areas will be considered incomplete and not subjected to further evaluation. The City and Borough of Wrangell reserves the right to reject any or all Bids, to waive any informality in a Bid, or to award to the lowest responsible Bidder, as it may best serve the interests of the Owner.

The responsible low bidder may be provided an opportunity to present the firm's approach to the project if desired by the owner. The firm is required to have the proposed project manager, transportation manager, and plant representative for the project participate in the formal presentation. Additionally, a tour of the fabrication plant and/or a recent relevant healthcare project may be performed by the owner team if they so choose.

B. RESPONSIVE BIDS:

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. Complete responsive bids for consideration will address the following evaluation factors:

1. Integrity & Record of Past Performance as outlined in Section III- Part A.1.
2. Relevant hospital and healthcare project experience as outlined in Section III- Part A.2.
3. Project Management Resources & Capabilities- project team and their commitment to fabrication, transportation and construction phases of the project. Firm's commitment and process for maintaining an efficient fabrication, transportation and construction schedule that complies with the project development schedule. Commitment, methods, and tools for managing quality, cleanliness and safety during component fabrication in the plant. Firm's component transportation planning, reliability, and safety record.
4. Financial Resources- financial status, availability of resources, a letter from the surety indicating available bonding capacity and insurance sufficient for the project as outlined in Section III- Part A.3.
5. Contract acknowledgement / acceptance. See Exhibits C & D.

6. Commitment to meet the Construction Schedule and durations established in Section V - Part D above.
7. Proposed Stipulated Sum including transportation costs, insurance, and bonds, etc. as established in Section V- Part C above.
8. Bid security. A 5% bid security is required.

C. QUESTIONS REGARDING THIS INVITATION TO BID:

Questions should be directed to:

Steven Rutland, Vice President
American Health Facilities Development, LLC
105 Continental Place
Brentwood, TN 37027

Preferred contact is by email at srutland@ahfdllc.com;

Office Direct: 615-371-4518. Mobile: 615-426-0886;

D. SUBMISSION OF SEALED BIDS:

Please submit sealed bids by **2:00 pm Alaskan Time, Tuesday, April 24, 2012.**

Sealed Bids will be received by:

The City & Borough of Wrangell
PO Box 531
Wrangell, AK 99929

Located at:

The Borough Clerk's Office
205 Brueger Street
Wrangell, AK 99929

Bid Submission

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

Bid Security and Insurance Requirement

Each bid shall be accompanied by a certified or cashier check, or an approved Bid Bond in an amount equal to 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 the maximum amount for which the contract could be awarded. Said 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. In case of refusal or failure to enter into said Agreement, the bond instrument shall be forfeited to the Owner. If the Bidder elects to furnish a Bid Bond as the bid security, the Bidder shall use the Bid Bond form contained herein, or one confirming substantially to it in form. Bid Bonds must be accompanied by a legible power of attorney. Within 14 days after award of the contract, the Owner will return the Bid security of the bids not considered in making the award. All other Bid security will be held until the Agreement has been executed.

Contractor's Licenses

All Bidders are required to have a current Alaska Business License and Alaska Contractor's License at the time of opening of Bids. The City and Borough of Wrangell does not require other types of licenses to do business in Wrangell, unless required by state or federal regulations.

Note: You may consider use of USPS for shipment of sealed bids to Wrangell, Alaska. Federal Express and DHL do not provide overnight service to Wrangell, Alaska. Alaska Airlines does offer Gold Streak delivery service from some US cities.

The bids will be publicly opened and read at 2:00 pm Alaskan Time, Tuesday, April 24, 2012 in the Council Chambers of the City & Borough of Wrangell, Alaska.

Bid Modification Procedures

Any Bidder may modify a Bid by mail, email (ctyclerk@aptalaska.net), or fax (907-874-3952) at any time prior to the scheduled closing time for receipt of Bids, provided that such modification is received by the City and Borough of Wrangell prior to the time set for opening of Bids. Bidders are strongly advised to telephone the City and Borough of Wrangell (907-874-2381), prior to the time set for opening of Bids, to confirm the successful and timely transmission of their electronic Bid modification.

An electronic modification shall not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the City and Borough of Wrangell until the sealed Bid is opened. Modifications shall include both the modification of a unit price, if applicable, and the total price modification. The City and Borough of Wrangell shall not be responsible for its failure to receive electronic modifications whether such failure

is caused by transmission line problems, electronically delivered device problems, operator error, or otherwise.

E. CRITERIA FOR AWARD OF CONTRACT

Award of a contract will be on the basis of materials and equipment described in the drawings and specified in the technical specifications and will be made to the lowest responsive and responsible Bidder whose Bid complies with all the requirements prescribed herein including those listed in Section VI- B above. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids.

F. 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.

G. INTERPRETATIONS AND ADDENDA

1. INTERPRETATIONS. All questions about the meaning or intent of the Contract Documents are to be directed to the Project manager. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Project Manager, or OWNER, as having received the Contract Documents. Questions received less than (7) seven 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.
2. ADDENDA. Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. The OWNER may issue addenda by fax or email. Addenda may be faxed or emailed less than seven Days prior to the anticipated Bid opening. The OWNER will make all reasonable attempts to ensure that all plan holders receive faxed 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.

H. 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

J. 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
 - 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 five Days of OWNER's Notice of Intent to Award.
 - b. The City and Borough of Wrangell administers the registration and assessment of sales, business personal property and business real property taxes.

- 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 to 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.

- K. 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 is 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 award will be made by the OWNER.

- D. If the Bid does not contain unit price for each pay time listed, except in the case 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 Bond with the Bid.
 - G. If any of the unit prices Bid are excessively unbalanced (either above or below the amount of reasonable Bid) to the potential detriment of the OWNER.
 - H. If a bid modification does not conform to Section D of this manual.
- L. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.** It is the responsibility of each Bidder before submitting a Bid:
- 1. To examine thoroughly the Contract Documents, and other related data identified in the bidding documents.
 - 2. To visit the site to become familiar with and to satisfy the Bidders as to the general and local conditions that may affect cost, progress, or performance, of the WORK.

CONTRACT DOCUMENTS
(Enumerated Listing of Construction Documents & Specifications, and Bid Documents)

EXHIBIT A

Wrangell Medical Center

3/23/12

COMPONENT CONTRACTOR BID FORM

Additional Provisions & Bid Form- 1

Date:	_____	Federal Tax I.D. #	_____
Bidder:	_____	Status:	<input type="checkbox"/> Small Business <input type="checkbox"/> FBE
AK License Number:	_____		<input type="checkbox"/> MBE <input type="checkbox"/> DVBE
By (Please print)	_____		<input type="checkbox"/> Other
Title:	_____	Organization:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture
(Seal if Corporation)			
Signature:	_____		
Mailing Address:	_____		
Street Address:	_____		
City, State & Zip:	_____		
Telephone/Fax:	_____		
Email:	_____		

In accordance with the Drawings, Specifications and Additional Provisions we submit the following proposal to provide all work required and described in:

1. Scope(s) Bidding
2. Insurance is included in accordance with the minimum limits stated in this RFP Manual and per Bid Package Requirements.
3. We acknowledge the following Addenda: _____
4. Firm acknowledges review and understanding of all Bid Documents.
 - a. Construction Documents & Specifications
 - b. AHFD Bid Manual & RFP
5. Firm acknowledges the Contractor Agreement forms and will sign without modification
6. Included in the proposed amount the firm considered escalations and the scheduled period of time and sequencing of work.
7. Firm acknowledges that Davis Bacon and State of Alaska wage rate requirements are required for this project.
8. Firm acknowledges that a bid is good for 60 days.
9. Firm acknowledges that a Bid Bond is required.

Wrangell Medical Center
3/23/12
COMPONENT CONTRACTOR BID FORM
Additional Provisions & Bid Form- 2

Please provide your own documents **in addition** to this form as required to complete your response.

Price Breakdowns for the Work included in the STIPULATED SUM

FABRICATION, MOVEMENT AND INSTALLATION OF COMPONENTS

1. Provide a STIPULATED SUM in US Dollars for the complete scope of work described herein, inclusive of but not limited to permits, fees, insurance, payment and performance bond, materials, and labor at applicable prevailing wage rates including final placement and completion of the hospital ready for intended use by the owner.

Overhead & General Conditions

- A. Personnel (Provide Rate Schedule)
 - B. Facilities & Mobilization
 - C. Temporary Utilities
 - D. Equipment (Crane, etc.)
 - E. Maintenance & Cleaning
 - F. Travel / Moving Expenses
 - G. Safety
 - H. Insurance
 - I. Bonds
 - J. Other
- SUB-TOTAL \$ _____

Fabrication Drawings

- A. Production of Component Fabrication Drawings
- SUB-TOTAL \$ _____

Construction/Fabrication

- A. Component Fabrication
 - B. Installation/Completion
 - C. Inspections/Permits
 - D. Other
- SUB-TOTAL \$ _____

2. The STIPULATED SUM shall be inclusive of complete transportation of components from the factory to the hospital site including but not limited to applicable insurance costs, dock fees, staging area leases, barge leases, permits, etc. as listed below. *(Final placement by crane onto the foundation bearing points is to be included under Construction above.)*

Transportation/Shipping

- A. Personnel (Provide Rate Schedule)
- B. Loading/Unloading
- C. Trucking- Factory to Port

Wrangell Medical Center

3/23/12

COMPONENT CONTRACTOR BID FORM

Additional Provisions & Bid Form- 3

- D. Shipping- Port to Port
- E. Trucking- Port to Site
- F. Rentals (cranes/barges/trailers)
- G. Fees/Permits
- H. Insurance
- I. Other
- SUB- TOTAL \$ _____

STIPULATED SUM & GRAND TOTAL \$ _____

D. PROJECT DURATION

17 Months TOTAL

(Construction Duration is defined as the total period of time in months between project start, when the Component Constructor is given Notice-to-Proceed to begin fabrication drawings and project conclusion at Certificate of Occupancy and final completion of punch lists.)

- 1. Fabrication Drawings- prep & approval (initiated by a Notice to Proceed) 3 months
- 2. Component Fabrication duration (initiated by a Notice to Proceed) 8 months
- 3. Transportation Duration 1 months
- 4. On-site Assembly and Substantial Completion 4 months
- 5. Commissioning and Final Completion 1 months

E. STANDARD INSURANCE COVERAGES (Listed coverages and limits.)

- Commercial General Liability –
- \$2,000,000 Each Occurrence
- \$4,000,000 General Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 Products Completed Operations Aggregate
- \$2,000,000 Automobile Liability Each accident
- \$10,000,000 Excessive Liability

F. BONDING CAPACITY (List single project and total bonding capacity for your firm)

- Payment & Performance Bond- 100% of Contract Amount
- Bid Security- 5% of Bid

G. ALTERNATES:

- 1. REFER DOCUMENTS \$ _____

H. VOLUNTARY ALTERNATES & VE (provide description):

- \$ _____
- \$ _____
- \$ _____
- \$ _____

Wrangell Medical Center
3/23/12
COMPONENT CONTRACTOR BID FORM
Additional Provisions & Bid Form- 4

I. Unit Prices on Major Material and Labor Rates:

(Please provide for assessing implications of changes to the documents, if any):

1. REFER TO THE BID PACKAGE \$ _____/_____

J. Budgeted Quantities (Please provide for fair comparison and evaluation):

1. REFER TO BID PACKAGE _____

SIGNATURE & TITLE

(must be signed by person authorized to sign the Contract Agreement)

-END OF FORM-

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

We, _____ (Name of Contractor), a
_____ (Corporation, Partnership, Individual) hereinafter
called **PRINCIPAL** and _____ (Surety) of the
State of _____ hereinafter called **SURETY**, are held and firmly bound
unto the **City and Borough of Wrangell, Alaska (Owner)**
hereinafter called the **OWNER**, 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, successors, and
assigns, jointly and severally, firmly by these presents. and a contract for:

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
consideration of:

(Name of Project)

NOW, THEREFORE, if the above bounden **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 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
contract documents, or the Work to be performed thereunder, or the specifications
accompanying the same, shall in any way affect its obligations on this bond, and said
SURETY does hereby waive notice of any such change, extension of time, alteration,
modification, or addition to the terms of the contract, or contract documents, or the Work, or

the Specifications.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs, expenses and fees, including attorney's fees, incurred by **OWNER** in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2012.

PRINCIPAL

TWO WITNESSES:

By: _____

_____ Title: _____

_____ Address: _____

Corporate Seal

SURETY

By: _____

Title: _____

Address: _____

Corporate Seal

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

We, _____ (Name of Contractor), a
_____ (Corporation, Partnership, Individual) hereinafter
called **PRINCIPAL** and _____ (Surety) of the
State of _____ hereinafter called **SURETY**, are held and firmly bound
unto the **City and Borough of Wrangell, Alaska (Owner)**
hereinafter called the **OWNER**, 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, successors, and
assigns, jointly and severally, firmly by these presents. and a contract for:

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
consideration of:

(Name of Project)

NOW THEREFORE, if the **PRINCIPAL** shall promptly make payment to all persons,
firms, Subcontractors, and Corporation furnishing materials for, or performing labor in the
prosecution of the Work provided for in such contract, and any 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 thereby 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.

As a part of the obligation secured hereby and in addition to the face amount specified

therein, there shall be included costs, expenses and fees, including attorney's fees, incurred by OWNER in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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 has been duly executed by the Principal and Surety above named, on the ____ day of _____, 2012.

PRINCIPAL

TWO WITNESSES: By: _____
_____ Title: _____

_____ Address: _____

Corporate Seal

SURETY

By: _____

Title: _____

Address: _____

Corporate Seal

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

we _____

_____ (Bidder) as **PRINCIPAL**, and _____

_____ (Bonding Company) as **SURETY**, a corporation incorporated in the State of _____ and authorized to do business in the State of Alaska, are held and firmly bound unto the City and Borough of Wrangell, a municipal corporation, hereinafter called the **OWNER**, as Obligee, in the sum of _____ Dollars (\$ _____), which is 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 the **PRINCIPAL** has, by written proposal, submitted a Bid to said **OWNER** to perform the Work required under the Bid Schedule of the Owner's contract Documents entitled

(Name of Project)

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 "instruction to Bidders" enters into a written Agreement on the Agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the Required Performance Bond, Payment Bond, and other instruments as required by the Contract Documents, 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2012.

PRINCIPAL

By: _____

Title: _____

ATTEST: (If Corporation)

By: _____

Title: _____

Corporate Seal

SURETY

By: _____

Title: _____

(Address)

Corporate Seal

PROJECT DEVELOPMENT SCHEDULE

EXHIBIT B

**COMPONENT CONTRACTOR AGREEMENT
WITH STIPULATED SUM
(A101 – 2007 as Modified)**

EXHIBIT C



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the TBD day of TBD in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The City and Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929

and the Contractor:
(Name, legal status, address and other information)

TBD

for the following Project:
(Name, location and detailed description)

Component Construction
Wrangell Medical Center – Replacement Hospital
Wrangell, Alaska

The Architect:
(Name, legal status, address and other information)

David E. Johnson Architects, PC
4551 Trousdale Drive
Nashville, TN 37204

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date will be established in a notice to proceed with production of fabrication drawings. A separate notice to proceed will be given for fabrication of the components once financing has closed. If there is a delay in waiting for financing that is outside of the contractor's control, an adjustment of contract time established in 3.3 may be requested.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Ninety days

§ 3.2 The Contract Time shall be measured from the date of commencement established by a notice to proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than TBD (521) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Contractor will pay liquidated damages of \$1,000.00 per day, for each calendar day of delay, beyond the date of substantial completion established above.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be TBD (\$ TBD), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

TBD

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
1.	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 21st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 21 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing – see Exhibit H), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract including the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Tim Rooney, Manager
The City and Borough of Wrangell
P. O. Box 531
Wrangell, Alaska 99929

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation or any court action filed by either party shall be exclusively filed in the First Judicial District for the State of Alaska at Wrangell, in which the project takes place.
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents or as otherwise contained in the Wrangell Procurement Code.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

The statutory interest rate allowed on judgments in the State of Alaska, shall be the applicable interest rate. %

§ 8.3 The Owner’s representative:
(Name, address and other information)

Tim Rooney, Manager
The City and Borough of Wrangell
P. O. Box 531
Wrangell, Alaska 99929

§ 8.4 The Contractor's representative:
TBD

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

8.6.1 This contract shall be interpreted in accordance with the Laws of the State of Alaska.

8.6.2 Exhibit "A" of this Agreement is the Bid Manual and Request for Proposal and the Contractor's Response, sealed bid and Bid Bond.

8.6.3 The Contractor is responsible for keeping the project site and interior of the facility clean and organized and to perform the necessary common area sweeping and scraping of floors and any other requirements to maintain a clean project. Contractor is also responsible for the final clean-up service to be provided at the project completion with all the necessary cleaning materials and equipment prior to acceptance of the facility by the Owner.

8.6.4 Cost of labor, material and equipment for handling, storing, placing and installing Owner Furnished Equipment (OFE) as indicated on the included equipment matrix (see Exhibit I), shall be included.

8.6.5 In addition to the requirements of The General Conditions, Article 3.10.2, the Contractor shall submit a construction schedule within thirty (30) days of the Notice to Proceed. The schedule and its format shall be mutually acceptable to the Owner, Architect and Contractor. The schedule shall be maintained at the Project site and reflect current conditions. The Contractor shall provide copies to the Owner and Architect with monthly reports as to the current status of and deviations from the schedule, the causes of the deviations, and the corrective action that has been or is to be taken.

8.6.6 The Contractor shall keep accurate and detailed written records of the progress of the work, and shall submit monthly written progress reports to the Owner and Architect in a format as required by Owner and Architect. The Contractor shall work with the Owner in an "open book fashion" providing access to all documentation records, subcontracts, purchase agreement, costs and other information related to the Project throughout the duration of the Project and for 3 years beyond the completion of the Project. Certified Payroll is to be provided as required by financing.

8.6.7 In the event of an inconsistency between or among the terms of this Agreement, the General Conditions and the Supplementary Conditions, and to the extent neither the Contract Documents nor the parties' intentions are clear as to which instrument should control, the terms of this Agreement shall be deemed to control the relative rights and duties of the parties with respect to such matter.

8.6.8 Upon execution of this Agreement and the accompanying General Conditions and Supplementary Conditions incorporated herein, this Agreement shall be deemed to have been drafted and prepared by both the Owner and

Init.

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User Notes:

(1349273172)

Contractor. Neither party shall be deemed to be the drafter or preparer of the instrument such that the terms of this Agreement or the conditions incorporated herein shall be construed against either party and in favor of the other.

8.6.9 The Stipulated Sum is established based on the "List of Documents" of this Agreement and clarified by Exhibit "A" of this Agreement including the Bid Manual, Request for Proposal, the Contractor's Response and Sealed Bid

8.6.10 Contractor's on-site staff including clerical, management, field supervision, etc., are subject to Davis-Bacon Prevailing Wages and Alaska Dept. of Labor rates as applicable to work performed on site.

8.6.11 The costs attributable to this Contract for premiums for insurance and bonds shall be included in the Stipulated Sum.

8.6.12 The Contractor, with Owner recommendations and requirements, shall make a diligent effort to solicit local area participation from qualified subcontractors, suppliers, and the labor market. The Contractor shall record and report to the Owner its actions and results in this regard.

8.6.13 The Contractor represents to the Owner that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services and perform its obligations as required under this Contract.

8.6.14 The Contractor hereby warrants and represents to the Owner that it is an expert possessed of special knowledge and experience in matters of hospital construction; is familiar with the construction requirements of a modern acute care hospital; and is able to furnish all of the plant, tools, materials, supplies, equipment and labor required to complete the services and to perform all of its obligations hereunder, and that it has sufficient experience and competence to do so.

8.6.15 The Contractor is required to furnish bonds covering the faithful performance of all payments, requirements and obligations of Contractor under the Contract Documents, unless Owner subsequently agrees that Contractor bonds are not required. Each and every such payment and performance bond shall be in a form and substance satisfactory to Owner, shall be issued by surety acceptable to Owner, shall include Owner as named Obligee thereunder, and be shall be subject to Owner's approval prior to issuance. The costs of any subcontractor payment and performance bonds are included in the Contract Sum under this Agreement and under the respective subcontracts.

8.6.16 Contractor hereby assigns to Owner (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work which assignments will be effective only upon acceptance by Owner in writing and only as to those specific subcontracts and purchase orders which Owner designates in said writing. It is agreed and understood that Owner may accept said assignment at any time during the course of construction prior to final completion. It is further agreed that all subcontracts and purchase orders shall provide that they are freely assignable by Contractor to Owner and Owner's assigns. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into this Agreement with Contractor and may not be withdrawn prior to final completion.

8.6.17 The date of substantial completion is as established in Exhibit "A".

8.6.18 If the Work is not substantially complete on or before the date of Substantial Completion established in paragraph 3.3, or extension thereof granted by the Owner, the Contractor shall pay to the owner liquidated damages in the sum of \$1,000.00 for each calendar day of delay.

8.6.19 This agreement shall not become effective until concurred with in writing by the Agency. Such concurrence shall be evidenced by the signature of a duly authorized representative of the Agency in the space provided at the end of the Agency Attachment to this Agreement.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

Init.

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User Notes:

(1349273172)

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor as modified herein.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction as modified herein.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Per Exhibit _____

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Per Exhibit _____

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Per Exhibit _____

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Wrangell Procurement Code

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Commercial General Liability	\$2,000,000 Each Occurrence
	\$4,000,000 General Aggregate
	\$1,000,000 Personal and Advertising Injury
	\$2,000,000 Products-Completed Operations Aggregate
	\$2,000,000 Each Accident
Automobile Liability	\$2,000,000 Each Occurrence
Excessive Liability	\$10,000,000 Each Occurrence
Performance Bond and Payment Bond	100% of the Contract Sum at a rate of TBD

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

ATTEST: _____ By _____

Type Name _____ Type Name _____

Title _____ Title _____

Date _____ Date _____

CONSTRUCTION MANAGER:

ATTEST: _____ By _____

Type Name _____ Type Name _____

Title _____ Title _____

Date _____ Date _____

The United States of America, as potential lender or insurer of funds to defray the costs of this agreement and without liability for any payments thereunder, hereby concurs in the form, content and the execution of this agreement.

U.S. Department of Agriculture
Rural Development
Rural Housing Service

By _____

Type Name _____

Title _____

Date _____

(Paragraphs deleted)

Additions and Deletions Report for **AIA[®] Document A101[™] – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:21:09 on 03/22/2012.

PAGE 1

AGREEMENT made as of the TBD day of TBD in the year 2012

...

(Name, legal status, address and other information)

The City and Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929

...

TBD

...

Component Construction
Wrangell Medical Center – Replacement Hospital
Wrangell, Alaska

...

David E. Johnson Architects, PC
4551 Trousdale Drive
Nashville, TN 37204

PAGE 2

The date will be established in a notice to proceed with production of fabrication drawings. A separate notice to proceed will be given for fabrication of the components once financing has closed. If there is a delay in waiting for financing that is outside of the contractor's control, an adjustment of contract time established in 3.3 may be requested.

...

Ninety days

§ 3.2 The Contract Time shall be measured from the date of ~~commencement~~ commencement established by a notice to proceed.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than TBD (521) days from the date of commencement, or as follows:

PAGE 3

The Contractor will pay liquidated damages of \$1,000.00 per day, for each calendar day of delay, beyond the date of substantial completion established above.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be TBD (\$ TBD), subject to additions and deductions as provided in the Contract Documents.

...

TBD

...

N/A

...

1.

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~ month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 21st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 21 day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in ~~writing~~), writing – see Exhibit H), less retainage of ten percent (10 %);

...

N/A

...

- .1 the Contractor has fully performed the Contract ~~except for including~~ the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and

PAGE 5

Tim Rooney, Manager
The City and Borough of Wrangell
P. O. Box 531
Wrangell, Alaska 99929

...

[] ~~— Litigation in a court of competent jurisdiction~~ **X**] Litigation or any court action filed by either party shall be exclusively filed in the First Judicial District for the State of Alaska at Wrangell, in which the project takes place.

...

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents, Documents or as otherwise contained in the Wrangell Procurement Code.

...

The statutory interest rate allowed on judgments in the State of Alaska, shall be the applicable interest rate. %

...

Tim Rooney, Manager
The City and Borough of Wrangell
P. O. Box 531
Wrangell, Alaska 99929

PAGE 6

~~(Name, address and other information)~~ TBD

...

8.6.1 This contract shall be interpreted in accordance with the Laws of the State of Alaska.

8.6.2 Exhibit "A" of this Agreement is the Bid Manual and Request for Proposal and the Contractor's Response, sealed bid and Bid Bond.

8.6.3 The Contractor is responsible for keeping the project site and interior of the facility clean and organized and to perform the necessary common area sweeping and scraping of floors and any other requirements to maintain a clean project. Contractor is also responsible for the final clean-up service to be provided at the project completion with all the necessary cleaning materials and equipment prior to acceptance of the facility by the Owner.

8.6.4 Cost of labor, material and equipment for handling, storing, placing and installing Owner Furnished Equipment (OFE) as indicated on the included equipment matrix (see Exhibit I), shall be included.

8.6.5 In addition to the requirements of The General Conditions, Article 3.10.2, the Contractor shall submit a construction schedule within thirty (30) days of the Notice to Proceed. The schedule and its format shall be mutually acceptable to the Owner, Architect and Contractor. The schedule shall be maintained at the Project site and reflect current conditions. The Contractor shall provide copies to the Owner and Architect with monthly reports as to the current status of and deviations from the schedule, the causes of the deviations, and the corrective action that has been or is to be taken.

8.6.6 The Contractor shall keep accurate and detailed written records of the progress of the work, and shall submit monthly written progress reports to the Owner and Architect in a format as required by Owner and Architect. The Contractor shall work with the Owner in an "open book fashion" providing access to all documentation records, subcontracts, purchase agreement, costs and other information related to the Project throughout the duration of the Project and for 3 years beyond the completion of the Project. Certified Payroll is to be provided as required by financing.

8.6.7 In the event of an inconsistency between or among the terms of this Agreement, the General Conditions and the Supplementary Conditions, and to the extent neither the Contract Documents nor the parties' intentions are clear as to which instrument should control, the terms of this Agreement shall be deemed to control the relative rights and duties of the parties with respect to such matter.

8.6.8 Upon execution of this Agreement and the accompanying General Conditions and Supplementary Conditions incorporated herein, this Agreement shall be deemed to have been drafted and prepared by both the Owner and Contractor. Neither party shall be deemed to be the drafter or preparer of the instrument such that the terms of this Agreement or the conditions incorporated herein shall be construed against either party and in favor of the other.

8.6.9 The Stipulated Sum is established based on the "List of Documents" of this Agreement and clarified by Exhibit "A" of this Agreement including the Bid Manual, Request for Proposal, the Contractor's Response and Sealed Bid

8.6.10 Contractor's on-site staff including clerical, management, field supervision, etc., are subject to Davis-Bacon Prevailing Wages and Alaska Dept. of Labor rates as applicable to work performed on site.

8.6.11 The costs attributable to this Contract for premiums for insurance and bonds shall be included in the Stipulated Sum.

8.6.12 The Contractor, with Owner recommendations and requirements, shall make a diligent effort to solicit local area participation from qualified subcontractors, suppliers, and the labor market. The Contractor shall record and report to the Owner its actions and results in this regard.

8.6.13 The Contractor represents to the Owner that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services and perform its obligations as required under this Contract.

8.6.14 The Contractor hereby warrants and represents to the Owner that it is an expert possessed of special knowledge and experience in matters of hospital construction; is familiar with the construction requirements of a modern acute care hospital; and is able to furnish all of the plant, tools, materials, supplies, equipment and labor required to complete the services and to perform all of its obligations hereunder, and that it has sufficient experience and competence to do so.

8.6.15 The Contractor is required to furnish bonds covering the faithful performance of all payments, requirements and obligations of Contractor under the Contract Documents, unless Owner subsequently agrees that Contractor bonds are not required. Each and every such payment and performance bond shall be in a form and substance satisfactory to Owner, shall be issued by surety acceptable to Owner, shall include Owner as named Obligee thereunder, and shall be subject to Owner's approval prior to issuance. The costs of any subcontractor payment and performance bonds are included in the Contract Sum under this Agreement and under the respective subcontracts.

8.6.16 Contractor hereby assigns to Owner (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by Contractor for performance of any part of the Work which assignments will be effective only upon acceptance by Owner in writing and only as to those specific subcontracts and purchase orders which Owner designates in said writing. It is agreed and understood that Owner may accept said assignment at any time during the course of construction prior to final completion. It is further agreed that all subcontracts and purchase orders shall provide that they are freely assignable by Contractor to Owner and Owner's assigns. It is further agreed and understood that such assignment is part of the consideration to Owner for entering into this Agreement with Contractor and may not be withdrawn prior to final completion.

8.6.17 The date of substantial completion is as established in Exhibit "A".

8.6.18 If the Work is not substantially complete on or before the date of Substantial Completion established in paragraph 3.3, or extension thereof granted by the Owner, the Contractor shall pay to the owner liquidated damages in the sum of \$1,000.00 for each calendar day of delay.

8.6.19 This agreement shall not become effective until concurred with in writing by the Agency. Such concurrence shall be evidenced by the signature of a duly authorized representative of the Agency in the space provided at the end of the Agency Attachment to this Agreement.

PAGE 8

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, Contractor as modified herein.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction, Construction as modified herein.

...

Per Exhibit _____

...

Per Exhibit _____

...

Per Exhibit _____

...

Wrangell Procurement Code

PAGE 9

<u>Commercial General Liability</u>	<u>\$2,000,000</u> Each Occurrence
	<u>\$4,000,000</u> General Aggregate
	<u>\$1,000,000</u> Personal and Advertising Injury
	<u>\$2,000,000</u> Products-Completed Operations Aggregate
<u>Automobile Liability</u>	<u>\$2,000,000</u> Each Accident
<u>Excessive Liability</u>	<u>\$10,000,000</u> Each Occurrence
<u>Performance Bond and Payment Bond</u>	100% of the Contract Sum at a rate of TBD

~~This Agreement entered into as of the day and year first written above.~~ IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

ATTEST: _____ By _____

Type Name _____ Type Name _____

Title _____ Title _____

Date _____ Date _____

CONSTRUCTION MANAGER:

ATTEST: _____ By _____

Type Name _____ Type Name _____

Title _____ Title _____

Date _____ Date _____

The United States of America, as potential lender or insurer of funds to defray the costs of this agreement and without liability for any payments thereunder, hereby concurs in the form, content and the execution of this agreement.

U.S. Department of Agriculture
Rural Development
Rural Housing Service

By _____

Type Name _____

Title _____

Date _____

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Exley Hill, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:21:09 on 03/22/2012 under Order No. 1645000856_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**GENERAL CONDITIONS
(A201 2007 As Modified)**

EXHIBIT D



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Wrangell Medical Center
Replacement Hospital
Wrangell, AK 99929

THE OWNER:
(Name, legal status (Name and address)
City and Borough of Wrangell
P.O. Box 531
Wrangell, Alaska 99929

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE ARCHITECT:
(Name, legal status and address)(Name and address)
David E. Johnson Architect
4551 Trousdale Drive
Nashville, TN 37204

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User Notes:

(2000767058)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 Sections of Division 1 – General Requirements govern the execution of all sections of the Specifications.

1.2.5 Scope paragraphs placed at the beginning of the Sections of the Specifications present a brief indication of the principal Work included in that Section, but do not limit Work to subject mentioned nor purport to itemize Work that may be included.

1.2.6 The Relation of Specifications and Drawings shall be equal authority and priority. Should they disagree in themselves, or with each other, bids shall be based on the most expensive combination of quality and quantity of work indicated. The appropriate Work, in the event of the above mentioned disagreements, shall be determined by the Architect.

1.2.7 Should the Drawings disagree in themselves, figures shall govern over scaled measurements, large scaled Drawings shall govern over small scale Drawings, the greater quantity of work or materials shall be furnished and performed; the descriptive writings shall govern over legends indicating material or conditions and the Agreement takes precedence over all other Contract Documents.

1.2.8 Failure to report a known conflict in the Contract Documents shall be deemed evidence that the Contractor has elected to proceed in the more expensive manner.

1.2.9 The words "approved", "observed", "inspected", "directed", "selected" and similar words and phrases shall be presumed to be followed by "by Architect". The words "satisfactory", "submitted", "reported" and similar words and phrases shall be presumed to be followed by "to Architect". Words like "install", "provide", "locate", "furnish" and "supply" shall be construed to include complete furnishings and installing or construction.

1.2.10 Instructions, directions and requirements as specified shall be considered to be followed by the phrase "unless otherwise specified or indicated".

1.2.11 A colon (:) following a material or item shall be used in place of the words "shall be".

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. ~~The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority.~~ The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within ~~fifteen~~ thirty days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 ~~Prior~~ The Owner shall, at the written request of the Contractor, prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or ~~services~~ and such requests must also be provided to the Architect (DEJA) and Program Manager (AHFD) simultaneously.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the ~~Owner~~ Owner upon demand.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall ~~be lawfully licensed, if required in the jurisdiction where the Project is located, hold an Alaska business license.~~ The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

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§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Quality of Work and Warranty. Contractor agrees that: (a) Contractor will require, in addition to any other warranties provided by law or otherwise, that each Subcontractor provide, at a time no later than final payment by Contractor of such Subcontractor, a one (1) year express warranty for each such Subcontractor's Work, unless a longer period is set forth in the Contract Documents, which warranty shall commence on the Substantial Completion Date of the Project; and (b) in this regard, Contractor agrees that Contractor shall (i) assemble all written warranties from Subcontractors and suppliers required by the Contract Documents, (ii) review such warranties in order to ensure compliance with the Contract Documents, and (iii) deliver the same to Owner on or before the Substantial Completion Date of the Project. Contractor warrants to Owner and the Architect that all materials and equipment furnished under this Agreement will be new and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. Accordingly, Contractor will provide Owner, in addition to any other warranties provided by law or

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otherwise, with a one (1) year express warranty for the Work, at the time of Final Payment, unless a longer period of time is set forth in the Contract Documents, which warranty shall commence to run on the Substantial Completion Date of the Project. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, building codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate all responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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3. ~~Whenever~~ ~~whenever~~ costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable ~~promptness~~. promptness to avoid delay in the Work.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner ~~through the Architect~~ the name and qualifications of a proposed superintendent. The ~~Architect-Owner~~ may reply within 14 days to the Contractor in writing stating (1) whether the Owner ~~or the Architect~~ has reasonable objection to the proposed superintendent or ~~(2) that the Architect requires additional time to review. Failure of the Architect superintendent. Failure~~ to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's written consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that which~~ would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken

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in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness as to cause no delay in the Work or in the activities of the Owner. Contractor or separate contractors while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of

persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. ~~entity. Failure of the Owner or Architect to reply within the 14-day 14 day period shall constitute notice of no reasonable objection.~~

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, ~~written where legally required for validity, written agreement,~~ the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. ~~Where appropriate, the~~ The Contractor shall require each Subcontractor to enter into similar written agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
- .3 contract shall assure that all subcontractors are assignable under this section.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of

an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. ~~Unless otherwise provided~~

7.3.7.1 Notwithstanding any other provision to the contrary in the Contract Documents, costs for the purposes purpose of this Section-subparagraph 7.3.7 shall be limited to the following:

~~4~~ ~~Costs-~~

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- .2 Costs-costs of materials, supplies-supplies, and equipment, including cost of transportation, transportation thereof, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; rental costs of machinery and equipment rented from others, and not more than seventy-five percent (75%) of the Associated Equipment Distributors Nationally Average Rental Rates for Construction Equipment for machinery and equipment belonging to Contractor;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and costs of premiums for bonds and insurance to the extent required by Contract Documents, permit fees and sales use or other similar taxes related to Work.

7.3.7.2 The following items are "Extended Overhead", and shall be considered as costs when Contract Time is extended due to additional work or due to a Class 1 cause defined in 8.3, and solely to the extent directly attributable to extension of time. In all other instances, the following items shall be considered included in overhead:

- .1 field offices, sheds, phones, sanitary facilities, utilities, drinking fountains, cleaning, safety programs, and other construction facilities and temporary controls not specifically required for additional work;
- ~~.5~~ Additional costs of supervision and field office personnel directly attributable to the change. .2 additional costs of field supervision;
and
- .3 superintendent's and other general use vehicles;

7.3.7.3 Specifically excluded from costs and included in overhead are:

- .1 corporate, home office, and branch office overhead, rent, mortgage, utilities and personnel not otherwise mentioned;
- .2 capital expenses and interest on capital;
- .3 hand tools

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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7.3.11 In paragraph 7.3, the allowance for overhead and profit or Fee, included in the total cost to Owner, shall be limited to the following:

- .1 For Contractor performing work with his own forces, allowance for Fee shall be as defined in contract between Owner and Contractor.
- .2 For Contractor, for Work performed by Contractor's Subcontractor, allowance for Fee on amount due Subcontractor shall be as defined in Contract between Owner and Contractor.
- .3 For Subcontractor performing work with his own forces, allowance shall be 10% overhead and 5% profit.
- .4 For any Subcontractor, for Work performed by his Subcontractor, allowance shall be 5% profit on amount due his Subcontractor.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the ~~Architect~~ Architect, with the consent of and subject to the approval of the Borough Assembly, in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.5 The term "Working Day" as used in the Contract Documents for extensions of time shall mean normal working day excluding weekends and legal holidays.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion ~~within the Contract Time in accordance with the Agreement Exhibit A.~~

§ 8.3 ~~DELAYS AND EXTENSIONS OF TIME~~ Delays, Extensions of Time, and Forced Acceleration

§ 8.3.1 ~~If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of~~ The basis exists for an extension of time if Contractor is delayed in performing Work, but solely to the extent that delays are unforeseeable, unavoidable, and beyond the control and without fault or negligence, in whole or in part, of Contractor, subcontractors, subcontractors, and suppliers at every tier and said delays directly impact the Contractor's ability to achieve Substantial Completion in accordance with the Contract Time requirements, and said delays cannot be made up by reasonable efforts otherwise, and said delays stem from the following causes:

- .1 Class 1 causes: an act or failure to act on the part of Owner and Architect or an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control;

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or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Owner, or an injunction against Owner or Owner's representatives, or for abnormal weather.

.2 Class 2 causes: acts of God, riots, civil commotions, acts of War, fire, unavoidable casualties, epidemics, quarantine restrictions, labor disputes, unusual delay in transportation, freight embargoes, unanticipated environmental issues, or delays or insolvency's or subcontractors, sub-subcontractors, or suppliers.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. If the basis exists for an extension of time under subparagraph 8.3.1, Owner may either:

.1 in the case of a Class 1 cause, assign the Extended Overhead portion of the claim, defined in 7.3.6.2, to an allowance pending a final determination of actual impact at the conclusion of the Contract Time or the completion of Work, whichever occurs sooner;

.2 accept the reasonable and appropriate time extension as determined by Architect to cover such delay, and in the case of a Class 2 cause, there will be no corresponding adjustment in Contract Sum, except for those costs that can be reasonably substantiated and supported, and the sole recourse of Contractor will be entitlement to time extension as provided by Architect regardless of actual sources or cause of delay;

.3 order Contractor to accelerate construction activity by working overtime and by adding extra forces in order to overcome such delays, and adjusting the Contract Sum in accordance with Article 7 to compensate Contractor for such directed acceleration; however, direct costs used in determining such compensation shall be limited to properly substantiated and documented premium or overtime labor costs; or,

.4 employ a combination of the above remedies.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Neither Owner nor Architect will be obligated or liable to Contractor for, and Contractor hereby expressly waives claims against Owner and Architect for damages, costs, expenses, or related impacts which Contractor, subcontractors, sub-subcontractors, suppliers, or other persons may incur as a result of a Class 2 cause enumerated in 8.3.1; Except for those costs that can be reasonably substantiated and supported, Contractor's sole and exclusive remedy and full compensation in such event shall be extension of Contract Time in accordance with provisions of the Contract Documents. Contractor likewise waives claims of damages, costs, or expenses due to a delay resulting from a Class 1 causes except and solely to the extent of costs allowed under 7.3.7.

8.3.4 The Contractor hereby waives any claim relating to time which claim is not made in accordance with applicable provisions of Paragraph 4.3. Extensions of time occasioned by changes ordered in the Work shall be implemented in accordance with Article 7.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected when approved by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section ~~9.2, 9.2.1~~, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate written agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

9.6.8 Periodic Affidavits and Waivers of Liens. Contractor will submit to Owner, at the time of submission of each Application for Payment, affidavits and waivers of lien from Contractor and all subcontractors, sub-subcontractors, and material suppliers for each period of time for which payment has been previously made.

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9.6.9 Final Affidavits and Waivers of Liens. Contractor will submit to Owner final affidavits and waivers of liens from Contractor and all subcontractors, sub-subcontractors, and all material suppliers at Final Completion of the Work. On request of the Owner, Contractor will provide any additional information or documentation necessary under the then existing mechanic's lien laws.

9.6.10 Contractor to Discharge Mechanics' and Materialmen's Liens. If any mechanics or materialmen's liens shall at any time be filed against the Project as a result of Contractor's construction activities or those of any Subcontractor, sub-subcontractor, or materialman, Contractor, at Contractor's expense, unless through failure of the Owner to pay in accordance with the terms of the Contract, promptly shall take and diligently prosecute appropriate action to have the same discharged of record or bonded off within thirty (30) days after notice of filing thereof or such lesser period as shall be necessary to prevent judgment, execution or foreclosure of such mechanics' or materialmen's lien. Upon Contractor's failure to do so, Owner, in addition to any other right or remedy that Owner may have, may take such action as may be reasonably necessary to protect Owner's interest and Contractor shall reimburse to Owner any amounts paid by Owner in connection with such action.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to

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by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) ~~an affidavit~~ affidavits and waivers including those required by Paragraph 9.6.8 stating that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee and his partners, assigns, or related entities except those previously made in writing and identified by that payee and his partners, assigns, or related entities as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. ~~The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18, Architect.~~

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a

Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

~~§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. Contractor shall include the Owner as additional insured on the Contractor's Liability Insurance coverage under Paragraph 11.1.~~

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. ~~The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall upon request from the Contractor file with the Contractor a copy of each policy that includes insurance coverages required by this Section ~~11.3-11.3~~ with cost or confidential information redacted. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

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§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, ~~except such rights as they have to proceeds of such insurance held by the Owner as fiduciary, only to the extent there is coverage under such property insurance, which coverage is accepted and paid by an insurer.~~ The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such

Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW & LITIGATION

~~The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4. laws of the State of Alaska shall govern the interpretation of these General Conditions and govern the rights and~~

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obligations of the parties. 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 and any nature arising out of or related in any way to the General Conditions.

13.1.2 The venue shall be the court(s) of jurisdiction for the place where the project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate ~~prevailing from time to time at the place where the Project is located specified by Alaska statutes.~~

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and ~~damages-~~ damages to the date of the of the written notice of termination. In no circumstances shall the Contractor be entitled to lost profits, consequential damages, special damages, or any other loss except for work actually performed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

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- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, ~~along with reasonable overhead and profit on the Work not executed~~ termination to the date of the termination, but in no circumstances shall the contractor be entitled to lost profits, consequential damages or special damages.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of ~~profit except anticipated profit arising directly from the Work profit.~~

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party ~~file for agree to~~ mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to ~~agree to file for~~ mediation within the time required, then both parties waive their rights to mediate or pursue ~~binding dispute resolution proceedings an action in Court~~ with respect to the initial ~~decision decision in~~ accordance with Section 13.1.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to ~~binding dispute resolution an action in Court~~ in accordance with Section 13.1.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, ~~unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings with a mediator mutually agreed to by the parties.~~ Medication shall proceed in advance of any action filed in Court. § 15.3.3 The parties shall share the mediator's fee and

any filing fees equally. The mediation shall be held in Wrangell, Alaska. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 15.3.3~~ The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 15.4~~ **ARBITRATION**

~~§ 15.4.1~~ If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

~~§ 15.4.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

~~§ 15.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 15.4.3~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

~~§ 15.4.4~~ **CONSOLIDATION OR JOINDER**

~~§ 15.4.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 15.4.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

ARTICLE 16 GENERAL PROVISIONS

16.1 Supplemental modifications, changes, deletions, or additions in this document are acknowledged as revisions. Where an article, paragraph, subparagraph, or clause of general conditions is modified or deleted, unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

16.2 USDA RD Instruction 1924 – A, Guide 1, Attachment 10 is attached. It's provisions shall delete, modify and supplement the provisions of this General Conditions of the Contract for Construction.

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16.3 This document is comprised of:

.1 AIA Document A201-2007

.2 Attachment A – USDA RD Instruction 1924-A, Guide 1 Attachment 10

~~§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.~~

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**USDA RD 1924-A Guide 27 Attachment 4
& USDA FORMS**

EXHIBIT E

**Attachment A
Wrangell Medical Center
Replacement Hospital**

RD Instruction 1924-A

Guide 1

Attachment 10

Page 1

ATTACHMENT TO AIA DOCUMENT A201-2007

General Conditions of the Contract for Construction

The provisions of this attachment shall delete, modify and supplement the provisions contained in the "*General Conditions of the Contract for Construction*," AIA Document A201-2007 Edition. The provisions contained in this attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 1, GENERAL PROVISIONS

Add the following subparagraph:

~~1.2.4~~ **1.2.12** Concurrence of the Contract by the Agency is required before it is effective and the "Concurrence" statement shall be attached to and made a part of the Agreement.

ARTICLE 2, OWNER

Delete subparagraph 2.2.5 and substitute the following:

2.2.5 The Contractor will be furnished, free of charge, five (5) copies of the Drawings and Projects Manuals necessary for execution of the Work. Additional copies will be available from the Architect at the cost of reproduction.

ARTICLE 3, CONTRACTOR

Delete subparagraph 3.7.1 and substitute the following:

The Owner shall secure and pay for the health and environmental impact fees due to water and sewer connections, and the zoning regulation fees and permits. The Contractor shall secure and pay for the building, mechanical, electrical, and plumbing permits and other governmental fees, licenses, and inspections necessary for proper execution of and completion of the Contract which are legally required when bids are received or negotiations concluded.

ARTICLE 4, ARCHITECT

Add the following to subparagraph 4.1.1:

The term "Architect" means the Architect or the Engineer, when the nature of the work is within the authority granted engineers by the State licensure law, or an authorized representative.

ARTICLE 5, SUBCONTRACTORS

Add the following to subparagraph 5.2.2:

The Contractor shall not contract with any party who is suspended or debarred by any Federal government agency from participating in Federally assisted construction projects or to whom the Owner or the Architect has made reasonable and timely objection.

ARTICLE 7, CHANGES IN THE WORK

Delete the words ", Construction Change Directive" from subparagraph 7.1.1.

Insert the words ", Agency " after the word "Owner," and delete the words "; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor" in subparagraph 7.1.2.

Delete the words "Construction Change Directive" from subparagraph 7.1.3.

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 A Change Order is a written order to the Contractor utilizing Form RD 1924-7, "Contract Change Order," signed by the Owner, Architect, Contractor, and the Agency representative. It is issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor's signing of a Change Order indicates complete agreement therein. When the Contract Sum is based on unit price, a unit bid quantity may be increased or decreased by a maximum of twenty percent (20%) without invalidating the unit price.

Add subparagraph 7.2.2:

7.2.2 Methods used in determining adjustments to the Contract Sum may include any of the following:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluating.
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon.

Delete paragraph 7.3 in its entirety.

ARTICLE 8, TIME

Add the following subparagraphs:

8.2.4 The Notice to Proceed shall be issued within twenty (20) calendar days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement the Owner and Contractor, with the concurrence of the Agency. If the Notice to Proceed has not been issued within the twenty (20) calendar day period or within the period mutually agreed, the Contractor may terminate the Agreement without further liability on the part of either party.

~~8.3.4~~ **8.3.5** As outlined in Article 3 of the Agreement, the Contractor agrees to pay liquidated damages to the Owner for each calendar day the Contractor shall be in default.

ARTICLE 9, PAYMENTS AND COMPLETION

Delete clause 9.3.1.1 and substitute the following:

9.3.1.1 Work performed and materials supplied under a Change Order may be included for payment only after the Change Order has been approved by all appropriate parties, including the Agency.

Delete Subparagraph 9.3.2 and substitute the following:

9.3.2 Unless otherwise provided in the Contract documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest.

Add the words ", using AIA Document 702, 'Application and Certificate for Payment' or Form RD 1924-18, 'Partial Payment Estimate'," after "Certificate for Payment" in subparagraph 9.4.1.

Add the following subparagraph:

9.6.811 No progress payments will be made that deplete the retainage, nor place in escrow any funds that are required for retainage, nor invest the retainage for the benefit of the Contractor. Retainage will not be adjusted until after construction is substantially complete.

Replace the word "seven" with the words "thirty (30)" in the first sentence , ~~third~~ **fourth** line of subparagraph 9.7.

Add the words ", in collaboration with the Agency," after "prepare" in the first sentence of subparagraph 9.8.4.

Delete subparagraph 9.8.5 and substitute the following:

9.8.5 When the Work has been substantially completed, except for Work which cannot be completed because of weather conditions, lack of materials or other reasons, which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

Delete subparagraphs 9.9.1 through 9.9.3 and substitute the following:

9.9.1 The Contractor agrees to the use and occupancy of a portion or unit of the Project before formal acceptance by the Owner under the following conditions:

- .1 A "Certificate of Substantial Completion" shall be prepared and executed as provided in subparagraph 9.8.4, except that when, in the opinion of the Architect, the Contractor is chargeable with unwarranted delay in completing the Work or other Contract requirements, the signature of the Contractor will not be required. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the Owner during the remaining period of the Project Work. Occupancy by the Owner shall also be authorized by public authorities having jurisdiction over the Work.
- .2 Occupancy by the Owner shall not be construed by the Contractor as being an acceptance of that part of the Project to be occupied.
- .3 The Contractor shall not be held responsible for any damage to the occupied part of the Project resulting from the Owner's occupancy.
- .4 Occupancy by the Owner shall not be deemed to constitute a waiver of existing claims in behalf of the Owner or Contractor against each other.
- .5 If the Project consists of more than one building, and one of the buildings is to be occupied, the Owner, prior to occupancy of that building, shall secure permanent property insurance on the building to be occupied and necessary permits which may be required for use and occupancy.

9.9.2 With the exception of clause 9.9.1.5, use and occupancy by the Owner prior to Project acceptance does not relieve the Contractor of responsibility to maintain all insurance and bonds required of the Contractor under the Contract until the Project is completed and accepted by the Owner.

Delete the second and third sentences of subparagraph 9.10.2.

ARTICLE 11, INSURANCE AND BONDS

Replace the words "the Contract Documents" with the words "subparagraph 11.1.4" in the first sentence of subparagraph 11.1.2.

Add the following subparagraph:

~~11.1.4~~ **11.1.5.** Insurance shall be:

- .1 Written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident, or,
- .2 Written with a combined bodily injury and damage liability of not less than \$700,000 per occurrence; and with an aggregate of not less than \$700,000 per occurrence.

Add the following sentence to the end of subparagraph 11.3.1

The policy shall name as the insured the Contractor and the Owner.

Insert the word "Owner" after the words "protect the interests of the" in the second sentence of clause 11.3.1.2.

Add the following sentence to the end of subparagraph 11.3.6:

The provisions of this subparagraph shall apply to the Contractor if the Contractor purchases and maintains said insurance coverage.

Delete subparagraph 11.3.7 in its entirety.

Delete subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish the Owner bonds covering faithful performance of the Contract and payment of obligations arising thereunder within ten (10) calendar days after receipt of the Notice of Award. The surety company executing the bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570, and be authorized to transact business in the State where the Project is located. The bonds (using the forms included in the Bidding Documents) shall each be equal to the amount of the Contract Sum. The cost of these bonds shall be included in the Contract Sum

Add the following clauses:

11.4.1.1 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current power of attorney.

11.4.1.2 If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Contractor shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums of such bond shall be paid by any Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

Add the following paragraph:

11.5 LATENT DEFECTS PROTECTION

11.5.1 If the Contractor does not furnish payment and performance bonds, he or she shall agree to provide surety or guarantee acceptable to the Owner and the Agency against latent obligations and defects in connection with the construction.

.1 The Contractor shall furnish a properly executed corporate latent defects bond, a maintenance bond, an unconditional and irrevocable letter of credit, or a cash deposit into a supervised bank account. Whichever instrument is used shall be in the amount of 10 percent of the Contract Sum.

- .2 The period of protection against latent obligations and defects shall be one year from the final acceptance of Work by the Owner and the Agency.
- .3 Final payment to the Contractor shall not be issued until the provisions of clause 11.6.1.1 have been met.

ARTICLE 13, MISCELLANEOUS PROVISIONS

Add the following paragraphs:

13.8 FEDERAL INSPECTION

13.8.1 The authorized representatives and agents of the Federal

Government shall be permitted to inspect all work, materials, ~~payrolls~~ **payrolls**, records of personnel, invoices of materials, and other relevant data and records.

13.9 LANDS AND RIGHTS-OF WAY

13.9.1 Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the execution and completion of work to be performed under this contract.

13.10 EQUAL OPPORTUNITY REQUIREMENTS

Non-discrimination in Employment by Federally Assisted Construction Contractors, by Executive Order 11246.

13.10.1 This section summarizes Executive Order 11246, which prohibits employment discrimination and requires employers holding non-exempt Federal contracts and subcontracts and federally-assisted construction contracts and subcontracts in excess of \$10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex, or national origin. The Executive Order requires, as a condition for the approval of any federally assisted construction contract, that the applicant incorporate nondiscrimination and affirmative action clauses into its non-exempt federally assisted construction contracts.

13.10.2 Executive Order 11246, is administered and enforced by the Office of Federal Contract Compliance Programs (OFCCP), an agency in the U.S. Department of Labor's Employment Standards Administration. OFCCP has issued regulations at 41 C.F.R. chapter 60 implementing the Executive Order. The regulations at 41 C.F.R. part 60-4 establish the procedures which the Agency, as an administering agency, must follow when making grants, contracts, loans, insurance or guarantees involving federally assisted construction which is not exempt from the requirements of Executive Order 11246. The regulations which apply to Federal or federally assisted construction contractors also are published at 41 C.F.R. part 60-4.

13.10.3 OFCCP has established numerical goals for minority and female utilization in construction work. The goals are expressed in percentage terms for the contractor's aggregate workforce in each trade. OFCCP has set goals for minority utilization based on the percentage of minorities in the civilian labor force in the relevant area. There is a single nationwide goal of 6.9 percent for utilization of women. The goals apply to all construction work in the covered geographic area, whether or not it is federal, federally assisted or non-federal. A notice advises bidders of the applicable goals for the area where the project is to be located.

13.10.4 Application. This section applies to all of a construction contractor's or subcontractor's employees who are engaged in on-site construction including those construction employees who work on a non-Federal or non-Federally assisted construction site.

13.10.4.1 Agency officials will notify the appropriate Regional Director of OFCCP that an Agency financed construction contract has been awarded, and that the equal opportunity clauses are included in the contract documents.

13.10.4.2 The Regional Director, OFCCP-DOL, will enforce the non-discrimination requirements of Executive Order 11246.

13.10.5 The prospective contractor or subcontractor must comply with the Immigration Reform and Control Act of 1986, by completing and retaining Form I-9, "Employment Eligibility Verification," for employees hired. This form is available from the Immigration and Naturalization Service, and Department of Justice.

13.10.6 The prospective contractor or subcontractor must submit Form RD 400-6, "Compliance Statement," to the applicant and an Agency official as part of the bid package, prior to any contract bid negotiations and comply with the Executive Order 11246 as stated in the contract documents.

13.11 STATUTES

13.11.1 The Contractor and each Subcontractor shall comply with the following statutes (and with regulations issued pursuant thereto, which are incorporated herein by reference):

13.11.1.1 Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3). This Act provides that each Contractor shall be prohibited from inducing, by any means, any person in connection with construction to give up any part of the compensation to which the person is otherwise entitled.

13.11.1.2 Clean Air Act (42 U.S.C. 7414), section 114, and Water Pollution Control Act (33 U.S.C. 1813), section 308. Under Executive Order 11738 and Environmental Protection Agency (EPA) regulations 40 C.F.R. part 15, all Contracts in excess of \$100,000 are required to comply with these Acts. The Acts require the Contractor to:

- .1 Notify the Owner of the receipt of any communication from EPA indicating that a facility to be utilized in the performance of the Contract is under consideration to be listed on the EPA list of Violating Facilities.
- .2 Certify that any facility to be utilized in the performance of any nonexempt Contractor or Subcontractor is not listed on the EPA list of Violating Facilities as of the date of the Contract Award.
- .3 Include or cause to be included the above criteria and requirements of paragraphs .1 and .2 in every nonexempt subcontract, and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

13.11.1.3 Davis-Bacon Act(40 U.S.C. 276a) as supplemented in Department of Labor regulations (29 C.F.R. part 5). If applicable, the Contractor must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provision of this Act.

13.11.1.4 Restrictions on Lobbying (Public Law 101-121, section 319) as supplemented in Department of Agriculture regulations (7 C.F.R. part 3018). This statute applies to the recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Contractor must complete a certification form on lobbying activities related to the specific Federal loan or grant that is a funding source for this contract. The certification and disclosure forms shall be provided by the Owner.

13.12 RECORDS

13.12.1 If the Contract is based on a negotiated Bid, the Owner, the Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are pertinent to a specific Federal loan program for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall maintain records for at least three years after the Owner makes final payment and all other pending matters are closed.

13.13 IDENTITY OF INTEREST

13.13.1 The Owner will complete and sign Form RD 3560-30, "Identity of Interest (IOI) Disclosure Certificate." If applicable, the Contractor or any Subcontractor, Material Supplier, or Equipment Lessor sharing an identity of interest will, prior to receipt of any payment, complete and sign Form RD 3560-31, "Identity of Interest (IOI) Qualification."

13.13.2 If and when an identity of interest exists, the Contractor, Subcontractor, Material Suppliers, or Equipment Lessor:

13.13.2.1 Will, prior to receipt of any payment, provide the Owner and the Agency a written assertion that it has an accounting system suitably designed to provide for a line-item basis comparison of the actual cost with the estimated cost.

13.13.2.2 Will, prior to receipt of any payment, provide the Owner and the Agency with a detailed breakdown of the estimated cost amount for evaluation, using Form RD 1924-13, "Estimate and Certificate of Actual Cost."

13.13.2.3 Will deduct any discounts or rebates from invoices provided to the Owner for payment. Any discounts or rebates received on invoices already paid by the Owner will be refunded to the Owner or subtracted from any payment retainage.

13.13.2.4 Will not be entitled to receive payment for general overhead, profit, or general requirements, respectively, in excess of the amounts represented on the estimate of cost breakdown in accordance with clause 13.13.2.2.

13.13.2.5 Will, prior to receipt of final payment, provide the Owner and the Agency with a detailed breakdown of the actual cost compared to the estimated cost, using Form RD 1924-13. When required, the actual cost will be audited by a Certified Public Accountant, or Licensed Public Accountant licensed on or before December 31, 1970, who will provide an opinion concerning whether the actual construction costs present fairly the costs of construction in conformity with eligible construction costs as prescribed in Rural Development regulations.

13.13.2.6 Will, prior to receipt of final payment, provide the Owner and the Agency with documentation on all Form RD 1924-13 actual cost line items that are a minimum of fifteen percent (15%) higher or lower than the estimated costs. The documentation will provide justification for the deviations.

13.13.3 If and when an identity of interest exists between the Owner and Contractor, the Contractor is entitled to receive a builder's fee (general overhead and profit) only when the highest subcontract Sum is no more than fifty percent (50%) of the Contract Sum, and the total of the highest three Subcontract Sums is no more than seventy-five percent (75%) of the Contract Sum. Any payments made to the Contractor for a builder's fee to which contractor is not entitled will be refunded to the Owner or subtracted from any payment retainage.

13.14 ENVIRONMENTAL REQUIREMENTS

13.14.1 Mitigation Measures - The contractor shall comply with applicable mitigation measures established in the environmental assessment for the project. These may be obtained from the Agency representative.

13.14.2 Endangered Species - The Contractor shall comply with the Endangered Species Act. Should any evidence of the presence of endangered or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Architect and the Agency representative. Construction shall be halted pending the notification process and further directions issued by the Agency after consultation with the U.S. Fish and Wildlife Service.

13.14.3 The Contractor, when constructing a Project involving trenching, excavating, or other earth moving activity, shall comply with the following environmental constraints:

13.14.3.1 Historic Preservation - Any excavation or other earth moving activity by the Contractor that uncovers a historical or archaeological artifact shall be immediately reported to the Architect and the Agency representative. Construction shall be halted pending the notification process and further directions issued by the Agency after consultation with the State Historic Preservation Officer or other appropriate historic preservation official.

13.14.3.2 Human Remains and Cultural Items - Any excavation or other earth moving activity by the Contractor that uncovers human remains or cultural items shall be immediately reported to the Architect and the Agency representative. Construction shall be halted pending the notification process and further directions issued by the Agency after consultation with the appropriate authorities.

13.14.3.3 Paleontology - Any excavation or other earth moving activity by the Contractor that uncovers a fossil or other paleontological materials that may have scientific significance shall be immediately reported to the Architect and the Agency representative. Construction shall be halted pending the notification process and further directions issued by the Agency after consultation with appropriate authorities.

13.14.3.5 Floodplains - The Contractor, when disposing of excess, spoil, or other construction materials on public or private property, will not fill in 100-year floodplain areas delineated on the latest Federal Emergency Management Administration floodplain maps.

13.14.4 Lead-Based Paint - The Contractor and Owner shall comply with applicable Agency requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851) for rehabilitation work on residential property built prior to 1978.

13.15 DEBARMENT AND SUSPENSION

13.15.1 The Contractor shall comply with the requirements of 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity.

ARTICLE 15 CLAIMS AND DISPUTES

Add the words "may be" after "on the parties but" in the last sentence of subparagraph 15.2.5.

Replace the word "shall" with the word "may" in the first sentence, first occurrence of subparagraph 15.3.2

15.4.1.2 The arbitrators will select a hearing location as close to the Owner's locale as possible.

Section 15.4 has been deleted entirely at the Owner's request.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse).

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE _____

(Signature of Bidder or Prospective Contractor)

Address (including Zip Code)

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(name)

(date)

(title)

oOo

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transactions,” “debarred,” “suspended,” “ineligible,” “lower tier covered transactions,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

AMERICAN RECOVERY & REINVESTMENT ACT

EXHIBIT F

Information for Bidders: "This contract is funded in whole or in part using funds from the American Recovery and Reinvestment Act (ARRA). Section 1605 of the ARRA prohibits the use of these funds unless all iron, steel, and manufactured goods are produced in the United States. All iron and steel manufacturing processes must take place in the United States, except for metallurgical processes involving refinement of steel additives. There is no requirement for the origin of components and subcomponents of manufactured goods. Products listed at 48 CFR 25.104(a) have been determined to be unavailable in the United States and if required for the project may be purchased from foreign sources. No unauthorized use of foreign iron, steel, and/or manufactured goods will be allowed on this project. {The following exceptions apply to this project:}"

PREVAILING WAGE RATES

EXHIBIT G

Laborers' & Mechanics' Minimum Rates of Pay



**Title 36. Public Contracts
AS 36.05 & AS 36.10
Wage & Hour Administration
Pamphlet No. 600**

State of Alaska
Department of Labor
and Workforce Development



Effective September 1, 2011
Issue 23

(Revised November 1, 2011)



**ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT**

Jobs are Alaska's Future

STATE OF ALASKA

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

OFFICE OF THE COMMISSIONER

Sean Parnell, Governor

P. O. Box 111149
Juneau, AK 99811-1149

PHONE: (907) 465-2700
FAX: (907) 465-2784

October 20, 2011

TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage and resident hire requirements.

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations).

Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2011.

All projects with a final bid date of September 11, 2011, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The date the prime contract is awarded is the date from which the 24 months will be counted.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract", as used herein, means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or visit the Internet site at:

<http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or resident hire requirements, please contact the nearest Wage and Hour office. These offices are listed on Page x.

Sincerely,



Clark Bishop
Commissioner

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EXCERPTS FROM ALASKA LAW

(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)

Sec. 36.05.005. Applicability.

This chapter applies only to a public construction contract that exceeds \$25,000.

Sec. 36.05.010. Wage rates on public construction.

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that 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. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

Sec. 36.05.045. Notice of work and completion; withholding of payment.

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
 - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
 - (A) the primary contractor has complied with (a) and (b) of this section;
 - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
 - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
 - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
 - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

Sec. 36.05.060. Penalty for violation of this chapter.

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

Sec. 36.05.070. Wage rates in specifications and contracts for public works.

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
 - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
 - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
 - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
 - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that 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 of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation,

partnership, or association in which the person has an interest may not 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. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

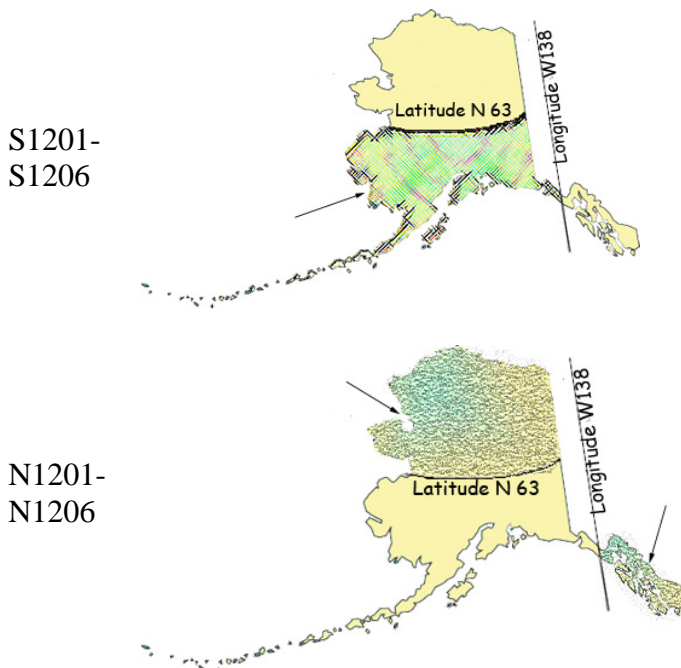
Sec. 36.05.900. Definition.

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

ADDITIONAL INFORMATION

LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



ACCOMMODATIONS AND PER DIEM

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

Employer-Provided Camp or Suitable Accommodations

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

Per Diem

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers’ and Mechanics’ Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department’s existing policy guidelines.

APPRENTICE HIRING REQUIREMENTS

On July 24, 2005, Administrative Order No. 226 established a 15 percent goal for hiring apprentices in certain job categories on highway, airport, harbor, dam, tunnel, utility or dredging projects awarded by the Alaska Department of Transportation and Public Facilities that exceed \$2.5 million. This Order will apply to all projects in the referenced categories that are advertised after September 1, 2005. On these projects, the hours worked by apprentices will be compared to the hours worked by journeyman level workers to determine if the 15 percent goal has been met. This on-the-job training goal is critical to ensure that the Alaska work force is prepared for the future. For additional details, contact the nearest Wage and Hour office at the address listed on Page ix of this publication. Administrative Order No. 226 may be viewed in its entirety on the Internet at <http://www.gov.state.ak.us/admin-orders/226.html> or call any Wage and Hour office to receive a faxed copy.

APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and

Workforce Development in writing, or according to a bona fide apprenticeship program registered with the Employment and Training Administration Office of Apprenticeship and Training, U.S. Department of Labor. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149

-or-

Email: anchorage.lss-wh@alaska.gov

**LABOR STANDARDS REGULATIONS
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
3301 Eagle St., Suite 301
Anchorage, AK 99503-4149
Email: anchorage.lss-wh@alaska.gov

For *REGULATIONS* information relating to any of the following:

- Wage and Hour Title 23 Employment Practices
- Wage and Hour Title 36 Public Works
- Employment Agencies
- Child Labor
- Employment Preference (Local Hire)
- Plumbing Code
- Electrical Code
- Boiler/Pressure Vessel Construction Code
- Elevator Code
- Certificates of Fitness
- Recreational Devices

For information on any of the following *SEMINARS*:

- Electrical Plumbing Boiler

Request any of the following *PUBLICATIONS* by checking below:

- Wage and Hour Title 23 Employment Practices
- Minimum Wage & Overtime Poster
- Child Labor Poster
- Public Construction Pamphlet
- Public Construction Wage Rates
- Child Labor Pamphlet

PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.

Name: _____

Mailing Address: _____

Email Address: _____

EMPLOYMENT PREFERENCE INFORMATION

By authority of A.S. 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor.**

The following classifications qualify for a minimum of 90 percent Alaska resident hire preference:

Boilermakers	Foremen & Supervisors	Plumbers and Pipefitters
Bricklayers	Insulation Workers	Roofers
Carpenters	Ironworkers	Sheet Metal Workers
Cement Masons	Laborers	Surveyors
Culinary Workers	Mechanics	Truck Drivers
Electricians	Millwrights	Tug Boat Workers
Engineers and Architects	Painters	Welders
Equipment Operators	Piledriving Occupations	

This determination became effective July 1, 2011, and remains in effect until June 30, 2013.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaskan resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an intensive search for qualified Alaskan workers. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident, and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

**Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
Web site: <http://labor.state.ak.us/lss/home.htm>**

Anchorage

3301 Eagle St., Suite 301
Anchorage, Alaska 99503-4149
Phone: (907) 269-4900

Email:
anchorage.lss-wh@alaska.gov

Juneau

1111 W. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
juneau.lss-wh@alaska.gov

Fairbanks

Regional State Office Building
675 7th Ave., Station J-1
Fairbanks, Alaska 99701-4593
Phone: (907) 451-2886

Email:
fairbanks.lss@alaska.gov

DEBARMENT LIST

AS 36.05.090(b) states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Date of Debarment

Debarment Expires

No companies are currently debarred.

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Boilermakers

						VAC	SAF	
A0101	Boilermaker (journeyman)	42.70	8.57	12.20	0.75	3.00	0.34	67.56

Bricklayers & Blocklayers

**See note on last page if remote site

						L&M		
A0201	Blocklayer	37.39	8.55	8.50	0.55	0.15	0.23	55.37
	Bricklayer							
	Marble or Stone Mason							
	Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)							
	Terrazzo Worker							
	Tile Setter							

						L&M		
A0202	Tuck Pointer Caulker Cleaner (PCC)	37.39	8.55	8.50	0.55	0.15	0.23	55.37

						L&M		
A0203	Marble & Tile Finisher	31.78	8.55	8.50	0.55	0.15	0.23	49.76
	Terrazzo Finisher							

						L&M		
A0204	Torginal Applicator	35.55	8.55	8.50	0.55	0.15	0.23	53.53

Carpenters, Statewide

**See note on last page if remote site

						L&M	SAF	
A0301	Carpenter (journeyman)	35.49	8.80	10.78	0.80	0.10	0.15	56.12
	Lather/Drywall/Acoustical							

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M		
N0401	Group I, including:	34.69	5.41	10.75	0.85	0.10		51.80
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

							L&M	
N0401	Group I, including:	34.69	5.41	10.75	0.85	0.10	51.80	
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
N0402	Group II, including:	34.69	5.41	10.75	0.85	0.10	51.80	
	Form Setter							
N0403	Group III, including:	34.69	5.41	10.75	0.85	0.10	51.80	
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
N0404	Group IV, including:	34.69	5.41	10.75	0.85	0.10	51.80	
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
N0405	Group V, including:	34.94	5.41	10.75	0.85	0.10	52.05	
	Plasterer							

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

							L&M	
S0401	Group I, including:	34.44	5.41	10.75	0.85	0.10	51.55	
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

						L&M	
S0401	Group I, including:	34.44	5.41	10.75	0.85	0.10	51.55
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Spackling/Skim Coating						
						L&M	
S0402	Group II, including:	34.44	5.41	10.75	0.85	0.10	51.55
	Form Setter						
						L&M	
S0403	Group III, including:	34.44	5.41	10.75	0.85	0.10	51.55
	Concrete Saw (self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator						
						L&M	
S0404	Group IV, including:	34.44	5.41	10.75	0.85	0.10	51.55
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Gunite Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
						L&M	
S0405	Group V, including:	34.69	5.41	10.75	0.85	0.10	51.80
	Plasterer						

Culinary Workers * See note on last page

						LEG	
A0501	Baker/Cook	24.17	4.20	5.06		0.05	33.48
						LEG	
A0503	General Helper	21.12	4.20	5.06		0.05	30.43
	Housekeeper						
	Janitor						
	Kitchen Helper						
						LEG	
A0504	Head Cook	24.72	4.20	5.06		0.05	34.03

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR	
Culinary Workers * See note on last page									
							LEG		
A0505	Head Housekeeper	21.54	3.78	4.76			0.05	30.13	
	Head Kitchen Help								
Dredgemen									
**See note on last page if remote site									
							L&M		
A0601	Assistant Engineer, including:	36.06	8.70	8.25	1.00		0.10	54.11	
	Craneman								
	Electrical Generator Operator (primary pump/power barge/dredge)								
	Engineer								
	Welder								
							L&M		
A0602	Assistant Mate (deckhand)	34.90	8.70	8.25	1.00		0.10	52.95	
							L&M		
A0603	Fireman	35.34	8.70	8.25	1.00		0.10	53.39	
							L&M		
A0605	Leverman Clamshell	38.59	8.70	8.25	1.00		0.10	56.64	
							L&M		
A0606	Leverman Hydraulic	36.83	8.70	8.25	1.00		0.10	54.88	
							L&M		
A0607	Mate & Boatman	36.06	8.70	8.25	1.00		0.10	54.11	
							L&M		
A0608	Oiler (dredge)	35.34	8.70	8.25	1.00		0.10	53.39	
Electricians									
							L&M	LEG	
A0701	Inside Cable Splicer	39.77	9.15	12.59	0.65		0.20	0.15	62.51
							L&M	LEG	
A0702	Inside Journeyman Wireman, including:	38.02	9.15	12.54	0.65		0.20	0.15	60.71
	Communications and Technicians								
							L&M	LEG	
A0703	Power Cable Splicer	48.90	9.15	14.62	0.65		0.20	0.15	73.67
							L&M	LEG	
A0704	Tele Com Cable Splicer	47.43	9.15	14.57	0.65		0.20	0.15	72.15
							L&M	LEG	
A0705	Power Journeyman Lineman, including:	47.15	9.15	14.56	0.65		0.20	0.15	71.86
	Power Equipment Operator								
	Technician								
							L&M	LEG	
A0706	Tele Com Journeyman Lineman, including:	45.68	9.15	14.52	0.65		0.20	0.15	70.35
	Technician								
	Tele Com Equipment Operator								

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Electricians

						L&M	LEG	
A0707	Straight Line Installer - Repairman	45.68	9.15	14.52	0.65	0.20	0.15	70.35
						L&M	LEG	
A0708	Powderman	45.15	9.15	14.50	0.65	0.20	0.15	69.80
						L&M	LEG	
A0710	Material Handler	25.62	8.67	4.52	0.15	0.15	0.15	39.26
						L&M	LEG	
A0712	Tree Trimmer Groundman	24.73	9.15	9.39	0.15	0.15	0.15	43.72
						L&M	LEG	
A0713	Journeyman Tree Trimmer	32.70	9.15	9.63	0.15	0.15	0.15	51.93
						L&M	LEG	
A0714	Vegetation Control Sprayer	35.85	9.15	9.73	0.15	0.15	0.15	55.18

Elevator Workers

						L&M	VAC	
A0802	Elevator Constructor	33.52	10.53	10.71	0.55	0.20	2.68	58.19
						L&M	VAC	
A0803	Elevator Constructor Mechanic	47.89	10.53	10.71	0.55	0.20	3.83	73.71

Heat & Frost Insulators/Asbestos Workers

**See note on last page if remote site

						SAF		
A0902	Asbestos Abatement-Mechanical Systems	35.98	7.84	6.96	0.60	0.12		51.50
						SAF		
A0903	Asbestos Abatement/General Demolition All Systems	35.98	7.84	6.96	0.60	0.12		51.50
						SAF		
A0904	Insulator, Group II	35.98	7.84	6.96	0.60	0.12		51.50
						SAF		
A0905	Fire Stop	35.98	7.84	6.96	0.60	0.12		51.50

IronWorkers

**See note on last page if remote site

						L&M	IAF	
A1101	Ironworkers, including:	33.40	7.21	15.00	0.95	0.43	0.10	57.09
	Bender Operators							
	Bridge & Structural							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

IronWorkers

**See note on last page if remote site

						L&M	IAF	
A1101	Ironworkers, including:	33.40	7.21	15.00	0.95	0.43	0.10	57.09
	Welder							
A1102	Helicopter	34.40	7.21	15.00	0.95	0.43	0.10	58.09
	Tower (energy producing windmill type towers to include nacelle and blades)							
A1103	Fence/Barrier Installer	29.90	7.21	14.75	0.95	0.43	0.10	53.34
	Guard Rail Installer							
A1104	Guard Rail Layout Man	30.64	7.21	14.75	0.95	0.43	0.10	54.08

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
N1201	Group I, including:	29.00	6.42	12.25	1.20	0.20	0.15	49.22
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (asbestos, hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
N1201	Group I, including:	29.00	6.42	12.25	1.20	0.20	0.15 49.22
	Sandblast, Pot Tender						
	Saw Tender						
	Scaffold Building & Erecting						
	Slurry Work						
	Stake Hopper						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					L&M	LEG	
N1202	Group II, including:	30.00	6.42	12.25	1.20	0.20	0.15 50.22
	Burning & Cutting Torch						
	Cement or Lime Dumper or Handler (sack or bulk)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						
	Laser Instrument Operator						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)						
	Mason Tender & Mud Mixer (sewer work)						
	Pilot Car						
	Pipelayer Helper						
	Plasterer, Bricklayer & Cement Finisher Tender						
	Powderman Helper						
	Power Saw Operator						
	Railroad Switch Layout Laborer						
	Sandblaster						
	Sewer Caulker						
	Sewer Plant Maintenance Man						
	Thermal Plastic Applicator						
	Timber Faller, Chainsaw Operator, Filer						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
N1202	Group II, including:	30.00	6.42	12.25	1.20	0.20	0.15	50.22
	Timberman							

						L&M	LEG	
N1203	Group III, including:	30.90	6.42	12.25	1.20	0.20	0.15	51.12
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							
	Plastic Welding							
	Slurry Seal Squeegee Man							
	Traffic Control Supervisor							
	Welding Certified (in connection with laborer's work)							

						L&M	LEG	
N1204	Group IIIA	34.18	6.42	12.25	1.20	0.20	0.15	54.40
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayers							

						L&M	LEG	
N1205	Group IV	18.57	6.42	12.25	1.20	0.20	0.15	38.79
	Final Building Cleanup							
	Permanent Yard Worker							

						L&M	LEG	
N1206	Group IIIB	35.01	6.42	12.25	1.20	0.20	0.15	55.23
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade)							

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1201	Group I, including:	29.00	6.42	12.25	1.20	0.20	0.15	49.22
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)							
	Crusher Plant Laborer							

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Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
S1201	Group I, including:	29.00	6.42	12.25	1.20	0.20	0.15 49.22
	Demolition Laborer						
	Ditch Digger						
	Dumpman						
	Environmental Laborer (asbestos, hazard/toxic waste, oil spill)						
	Fence Installer						
	Fire Watch Laborer						
	Flagman						
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Scaffold Building & Erecting						
	Slurry Work						
	Stake Hopper						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						
S1202	Group II, including:	30.00	6.42	12.25	1.20	0.20	0.15 50.22
	Burning & Cutting Torch						
	Cement or Lime Dumper or Handler (sack or bulk)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (marine work)						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
S1202	Group II, including:	30.00	6.42	12.25	1.20	0.20	0.15 50.22
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						
	Laser Instrument Operator						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)						
	Mason Tender & Mud Mixer (sewer work)						
	Pilot Car						
	Pipelayer Helper						
	Plasterer, Bricklayer & Cement Finisher Tender						
	Powderman Helper						
	Power Saw Operator						
	Railroad Switch Layout Laborer						
	Sandblaster						
	Sewer Caulker						
	Sewer Plant Maintenance Man						
	Thermal Plastic Applicator						
	Timber Faller, Chainsaw Operator, Filer						
	Timberman						
S1203	Group III, including:	30.90	6.42	12.25	1.20	0.20	0.15 51.12
	Bit Grinder						
	Camera/Tool/Video Operator						
	Guardrail Machine Operator						
	High Rigger & Tree Topper						
	High Scaler						
	Multiplate						
	Plastic Welding						
	Slurry Seal Squeegee Man						
	Traffic Control Supervisor						
	Welding Certified (in connection with laborer's work)						
S1204	Group IIIA	34.18	6.42	12.25	1.20	0.20	0.15 54.40
	Asphalt Raker, Asphalt Belly Dump Lay Down						
	Drill Doctor (in the field)						
	Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)						
	Licensed Powderman						
	Pioneer Drilling & Drilling Off Tugger (all type drills)						
	Pipelayers						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1205	Group IV	18.57	6.42	12.25	1.20	0.20	0.15	38.79
	Final Building Cleanup							
	Permanent Yard Worker							
S1206	Group IIIB	35.01	6.42	12.25	1.20	0.20	0.15	55.23
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade)							

Millwrights

						L&M		
A1251	Millwright (journeyman)	33.89	8.80	8.43	1.00	0.25	0.15	52.52
A1252	Millwright Welder	34.48	8.80	8.43	1.00	0.25	0.15	53.11

Painters, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M		
N1301	Group I, including:	29.17	6.57	11.10	0.80	0.60		48.24
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							
N1302	Group II, including:	29.67	6.57	11.10	0.80	0.60		48.74
	Bridge Painter							
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							
	Wallpaper/Vinyl Hanger							
N1304	Group IV, including:	34.09	6.57	9.91	0.80	0.30		51.67
	Glazier							
	Storefront/Automatic Door Mechanic							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Painters, Region I (North of N63 latitude)

**See note on last page if remote site

N1305 Group V, including:	30.52	6.57	5.02	0.80	0.35	43.26
Carpet Installer						
Floor Coverer						
Heat Weld/Cove Base						
Linoleum/Soft Tile Installer						

Painters, Region II (South of N63 latitude)

**See note on last page if remote site

					L&M	
S1301 Group I, including :	26.98	6.57	10.85	0.80	1.10	46.30
Brush						
General Painter						
Hand Taping						
Hazardous Material Handler						
Lead-Based Paint Abatement						
Roll						
Spray						

					L&M	
S1302 Group II, including :	28.18	6.57	10.85	0.80	1.10	47.50
General Drywall Finisher						
Hand/Spray Texturing						
Machine/Automatic Taping						
Wallpaper/Vinyl Hanger						

					L&M	
S1303 Group III, including :	28.28	6.57	10.85	0.80	1.10	47.60
Bridge Painter						
Epoxy Applicator						
Industrial Coatings Specialist						
Pot Tender						
Sandblasting						
Specialty Painter						
Structural Steel Painter						

					L&M	
S1304 Group IV, including:	34.09	6.57	9.86	0.80	0.35	51.67
Glazier						
Storefront/Automatic Door Mechanic						

					L&M	
S1305 Group V, including:	30.52	6.57	5.02	0.80	0.35	43.26
Carpet Installer						
Floor Coverer						
Heat Weld/Cove Base						
Linoleum/Soft Tile Installer						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Piledrivers
 **See note on last page if remote site

						L&M	IAF	
A1401	Piledriver	35.49	8.80	10.78	0.80	0.10	0.15	56.12
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
A1402	Piledriver-Welder/Toxic Worker	36.49	8.80	10.78	0.80	0.10	0.15	57.12
A1403	Remotely Operated Vehicle Pilot/Technician	39.80	8.80	10.78	0.80	0.10	0.15	60.43
	Single Atmosphere Suit, Bell or Submersible Pilot							
A1404	Diver (working) ***See note on last page	79.60	8.80	10.78	0.80	0.10	0.15	100.23
A1405	Diver (standby) ***See note on last page	39.80	8.80	10.78	0.80	0.10	0.15	60.43
A1406	Dive Tender ***See note on last page	38.80	8.80	10.78	0.80	0.10	0.15	59.43
A1407	Welder (American Welding Society, Certified Welding Inspector)	41.05	8.80	10.78	0.80	0.10	0.15	61.68

Plumbers, Region I (North of N63 latitude)

						L&M	S&L	
N1501	Journeyman Pipefitter	39.71	6.85	10.75	0.85	1.10		59.26
	Plumber							
	Welder							

Plumbers, Region II (South of N63 latitude)

						L&M		
S1501	Journeyman Pipefitter	36.81	8.32	9.07	1.50	0.20		55.90
	Plumber							
	Welder							

Plumbers, Region IIA (1st Judicial District)

						L&M		
X1501	Journeyman Pipefitter	36.02	9.97	11.00	2.10	0.24		59.33
	Plumber							
	Welder							

Power Equipment Operators
 **See note on last page if remote site

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

**See note on last page if remote site

	L&M					
A1601 Group I, including:	36.83	8.70	8.25	1.00	0.10	54.88
Asphalt Roller						
Back Filler						
Barrier Machine (Zipper)						
Batch Plant Operator, (batch & mixer over 200 yards per hour)						
Beltcrete with Power Pack & similar conveyors						
Bending Machine						
Boat Coxswain						
Bulldozer						
Cableways, Highlines & Cablecars						
Cleaning Machine						
Coating Machine						
Concrete Hydro Blaster						
Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))						
(a) Backhoes, Excavators (with all attachments), Clamshells, Draglines, Gradalls (3 yards & under), Shovels						
(b) Hydralifts or Transporters, (all track or truck type)						
(c) 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 & Gutter Machine						
Helicopters						
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, Sno Cat						
Hydro Ax, Feller Buncher & similar						
Licensed Line & Grade						
Loaders:						
(a) Forklifts (with power boom & swing attachment)						
(b) Front End & Overhead, (2-1/2 yards through 5 yards)						
(c) Loaders, (with forks or pipe clamp)						
(d) Loaders, (elevating belt type, Euclid & similar types)						
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer						
Micro Tunneling Machine						
Mixers: Mobile type with hoist combination						
Motor Patrol Grader						
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield						
Operator on Dredges						
Piledriver Engineer, L.B. Foster Puller or similar paving breaker						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

**See note on last page if remote site

						L&M	
A1601	Group I, including:	36.83	8.70	8.25	1.00	0.10	54.88
	Power Plant Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)						
	Remote Controlled Equipment						
	Sauerman-Bagley						
	Scraper (through 40 yards)						
	Service Oiler/Service Engineer						
	Shot Blast Machine						
	Sideboom (under 45 tons)						
	Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine						
	Sub Grader (Gurries, C.M.I. & C.M.I. Roto Mills & similar types)						
	Tack Tractor						
	Truck Mounted Concrete Pump, Conveyor & Creter						
	Unlicensed Off-Road Hauler						
	Wate Kote Machine						
A1602	Group IA, including:	38.59	8.70	8.25	1.00	0.10	56.64
	Camera/Tool/Video Operator (Slipline)						
	Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic over 10,000 hours						
	Cranes (over 45 tons or 150 feet including jib & attachments)						
	(a) Shovels, Backhoes, Excavators (with all attachments), Draglines, Clamshells (over 3 yards)						
	(b) Tower Cranes						
	Licensed Water/Waste Water Treatment Operator						
	Loaders (over 5 yards)						
	Motor Patrol Grader, Dozer, Grade Tractor (finish: when finishing to final grade and/or to hubs, or for asphalt)						
	Power Plants (1000 k.w. & over)						
	Quad						
	Scrapers (over 40 yards)						
	Screed						
	Sidebooms (over 45 tons)						
	Slip Form Paver, C.M.I. & similar types						
A1603	Group II, including:	36.06	8.70	8.25	1.00	0.10	54.11
	Batch Plant Operator (batch & mixer 200 yards per hour & under)						
	Boiler - Fireman						
	Cement Hogs & Concrete Pump Operator						
	Conveyors (except those listed in Group I)						
	Hoists on Steel Erection, Towermobiles & Air Tuggers						
	Horizontal/Directional Drill Locator						
	Licensed Grade Technician						
	Loaders, Elevating Grader, Dumor & similar						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

**See note on last page if remote site

		L&M					
A1603	Group II, including:	36.06	8.70	8.25	1.00	0.10	54.11
	Locomotives, Rod & Geared Engines						
	Mixers						
	Screening, Washing Plant						
	Sideboom (cradling rock drill, regardless of size)						
	Skidder						
	Trenching Machines (under 16 inches)						
	Water/Waste Water Treatment Operator						
		L&M					
A1604	Group III, including:	35.34	8.70	8.25	1.00	0.10	53.39
	"A" Frame Trucks, Deck Winches						
	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 & Stake Hopper						
	Hoists, Air Tuggers, Elevators						
	Loaders:						
	(a) Elevating-Athey, Barber Greene & similar types						
	(b) Forklifts or Lumber Carrier (on construction job sites)						
	(c) Forklifts, (with tower)						
	(d) Overhead & Front End, (under 2-1/2 yards)						
	Locomotives: Dinkey (air, steam, gas & electric) Speeders						
	Mechanics, Light Duty						
	Mixers, (concrete mixers & batch 200 yards per hour & under)						
	Oil, Blower Distribution						
	Posthole Digger, Mechanical						
	Pot Fireman (power agitated)						
	Power Plant, Turbine Operator, (under 300 k.w.)						
	Pumps, Water						
	Roller, (other than Plantmix)						
	Saws, Concrete						
	Skid Steer (with all attachments)						
	Straightening Machine						
	Tow Tractor						
		L&M					
A1605	Group IV, including:	29.13	8.70	8.25	1.00	0.10	47.18
	Drill Helper						
	Parts & Equipment Coordinator						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

**See note on last page if remote site

		L&M					
A1605	Group IV, including:	29.13	8.70	8.25	1.00	0.10	47.18
	Rig Oiler/Assistant Engineer (over 85 tons or 100 foot boom)						
	Spotter						
	Steam Cleaner						
	Swamper (on trenching machines or shovel type equipment)						

Roofers

**See note on last page if remote site

		L&M						
A1701	Rofer & Waterproofer	36.95	6.43	4.41	0.81	0.10	0.02	48.72
A1702	Rofer Material Handler	25.87	6.43	4.41	0.81	0.10	0.02	37.64

Sheet Metal Workers, Region I (North of N63 latitude)

		L&M					
N1801	Sheet Metal Journeyman	42.98	7.50	10.34	1.32	0.25	62.39
	Air Balancing and duct cleaning of HVAC systems						
	Brazing, soldering or welding of metals						
	Demolition of sheet metal HVAC systems						
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work						
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment						
	Fabrication and installation of louvers and hoods						
	Fabrication and installation of sheet metal lagging						
	Fabrication and installation of stainless steel commercial or industrial food service equipment						
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work						
	Metal lavatory partitions						
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work						
	Sheet Metal shelving						
	Sheet Metal venting, chimneys and breaching						
	Skylight installation						

Sheet Metal Workers, Region II (South of N63 latitude)

		L&M					
S1801	Sheet Metal Journeyman	38.84	7.50	10.85	1.10	0.32	58.61
	Air Balancing and duct cleaning of HVAC systems						
	Brazing, soldering or welding of metals						
	Demolition of sheet metal HVAC systems						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Sheet Metal Workers, Region II (South of N63 latitude)

							L&M	
S1801	Sheet Metal Journeyman	38.84	7.50	10.85	1.10	0.32		58.61
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							

Sprinkler Fitters

							L&M	
A1901	Sprinkler Fitter	41.55	8.10	11.25	0.45	0.25		61.60

Surveyors

**See note on last page if remote site

							L&M	
A2001	Chief of Parties	40.99	7.03	8.30	1.10	0.10		57.52
A2002	Party Chief	39.40	7.03	8.30	1.10	0.10		55.93
A2003	Line & Grade Technician/Office Technician	38.80	7.03	8.30	1.10	0.10		55.33
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)	36.68	7.03	8.30	1.10	0.10		53.21
A2005	Stake Hop/Grademan	33.75	7.03	8.30	1.10	0.10		50.28
A2006	Chain Person (for crews with more than 2 people)	32.34	7.03	8.30	1.10	0.10		48.87

Truck Drivers

**See note on last page if remote site

							L&M	
A2101	Group I, including:	37.77	7.03	8.30	1.10	0.10		54.30
	Air/Sea Traffic Controllers							
	Ambulance/Fire Truck Driver (EMT certified)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers

**See note on last page if remote site

		L&M					
A2101	Group I, including:	37.77	7.03	8.30	1.10	0.10	54.30
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards						
	Helicopter Transporter						
	Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)						
	Material Coordinator and Purchasing Agent						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
	Tireman, Heavy Duty/Fueler						
	Water Wagon (250 Bbls and above)						
		L&M					
A2102	Group 1A including:	39.04	7.03	8.30	1.10	0.10	55.57
	Dump Trucks, including rockbuggy & trucks with pups, over 60 yards up to & including 100 yards (over 100 yards to be negotiated)						
	Jeeps (driver under load)						
		L&M					
A2103	Group II, including:	36.51	7.03	8.30	1.10	0.10	53.04
	All Deltas, Commanders, Rollagons, & similar equipment						
	Construction and Material Safety Technician						
	Dump Trucks (including rockbuggy & trucks with pups) over 20 yards up to & including 40 yards						
	Lowboys (including attached trailers & jeeps up to & including 8 axles)						
	Mechanics						
	Partsman						
	Ready-mix (over 7 yards up to & including 12 yards)						
	Stringing Truck						
	Super Vac Truck/Cacasco Truck/Heat Stress Truck						
	Turn-O-Wagon or DW-10 (not self loading)						
		L&M					
A2104	Group III, including:	35.69	7.03	8.30	1.10	0.10	52.22
	Batch Trucks (8 yards & up)						
	Dump Trucks (including rockbuggy & trucks with pups, over 10 yards up to & including 20 yards)						
	Expeditor (electrical & pipefitting materials)						
	Greaser - Shop						
	Oil Distributor Driver						
	Thermal Plastic Layout Technician						
	Traffic Control Technician						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers

**See note on last page if remote site

						L&M	
A2104	Group III, including:	35.69	7.03	8.30	1.10	0.10	52.22
	Trucks/Jeeps (push or pull)						

						L&M	
A2105	Group IV, including:	35.11	7.03	8.30	1.10	0.10	51.64
	Air Cushion or similar type vehicle						
	All Terrain Vehicle						
	Boom Truck/Knuckle Truck (over 5 tons)						
	Buggymobile						
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)						
	Bus Operator (over 30 passengers)						
	Combination Truck-Fuel & Grease						
	Compactor (when pulled by rubber tired equipment)						
	Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)						
	Dumpster						
	Expeditor (general)						
	Fire Truck/Ambulance Driver						
	Flat Beds, Dual Rear Axle						
	Foam Distributor Truck Dual Axle						
	Front End Loader with Fork						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)						
	Grease Truck						
	Hydro Seeder, Dual Axle						
	Hyster Operators (handling bulk aggregate)						
	Loadmaster (air & water operations)						
	Lumber Carrier						
	Ready-mix, (up to & including 7 yards)						
	Rigger (air/water/oilfield)						
	Semi or Truck & Trailer						
	Tireman, Light Duty						
	Track Truck Equipment						
	Vacuum Truck, Truck Vacuum Sweeper						
	Warehouseperson						
	Water Truck, Dual Axle						
	Water Wagon, Semi						

						L&M	
A2106	Group V, including:	34.35	7.03	8.30	1.10	0.10	50.88
	Batch Truck (up to & including 7 yards)						
	Boom Truck/Knuckle Truck (up to & including 5 tons)						
	Buffer Truck						
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers

**See note on last page if remote site

							L&M	
A2106	Group V, including:	34.35	7.03	8.30	1.10	0.10		50.88
	Bus Operator (up to 30 passengers)							
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)							
	Flat Beds, Single Rear Axle							
	Foam Distributor Truck Single Axle							
	Fuel Handler (station/bulk attendant)							
	Gear/Supply Truck							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)							
	Gravel Spreader Box Operator on Truck							
	Hydro Seeders, Single axle							
	Pickups (pilot cars & all light-duty vehicles)							
	Rigger/Swamper							
	Tack Truck							
	Team Drivers (horses, mules, & similar equipment)							
	Water Truck (Below 250 Bbls)							

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

							L&M	LEG	
N2201	Group I, including:	31.90	6.42	12.25	1.20	0.20	0.15	52.12	
	Brakeman								
	Mucker								
	Nipper								
	Topman & Bull Gang								
	Tunnel Track Laborer								
N2202	Group II, including:	33.00	6.42	12.25	1.20	0.20	0.15	53.22	
	Burning & Cutting Torch								
	Concrete Laborer								
	Jackhammer								
	Laser Instrument Operator								
	Nozzlemen, Pumpcrete or Shotcrete								
	Pipelayer Helper								
N2203	Group III, including:	33.99	6.42	12.25	1.20	0.20	0.15	54.21	
	Miner								
	Retimberman								
N2204	Group IIIA, including:	37.60	6.42	12.25	1.20	0.20	0.15	57.82	
	Asphalt Raker, Asphalt Belly Dump Lay Down								
	Drill Doctor (in the field)								

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
N2204	Group IIIA, including:	37.60	6.42	12.25	1.20	0.20	0.15	57.82
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
N2206	Group IIIB, including:	38.51	6.42	12.25	1.20	0.20	0.15	58.73
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade)							

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S2201	Group I, including:	31.90	6.42	12.25	1.20	0.20	0.15	52.12
	Brakeman							
	Mucker							
	Nipper							
	Topman & Bull Gang							
	Tunnel Track Laborer							
S2202	Group II, including:	33.00	6.42	12.25	1.20	0.20	0.15	53.22
	Burning & Cutting Torch							
	Concrete Laborer							
	Jackhammer							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							
S2203	Group III, including:	33.99	6.42	12.25	1.20	0.20	0.15	54.21
	Miner							
	Retimberman							
S2204	Group IIIA, including:	37.60	6.42	12.25	1.20	0.20	0.15	57.82
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
S2206	Group IIIB, including:	38.51	6.42	12.25	1.20	0.20	0.15	58.73
	Federally Licensed Powderman (Responsible Person in Charge)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; ONT=overnight; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S2206	Group IIIB, including:	38.51	6.42	12.25	1.20	0.20	0.15	58.73
	Grade Checking (setting or transferring of grade marks, line and grade)							

Tunnel Workers, Power Equipment Operators

**See note on last page if remote site

						L&M		
A2207	Group I	40.51	8.70	8.25	1.00	0.10		58.56
A2208	Group IA	42.45	8.70	8.25	1.00	0.10		60.50
A2209	Group II	39.67	8.70	8.25	1.00	0.10		57.72
A2210	Group III	38.87	8.70	8.25	1.00	0.10		56.92
A2211	Group IV	32.04	8.70	8.25	1.00	0.10		50.09

* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

** This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

*** Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

General Decision Number: AK120001 02/17/2012 AK1

Superseded General Decision Number: AK20100001

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)

Modification Number	Publication Date
0	01/06/2012
1	01/20/2012
2	02/03/2012
3	02/10/2012
4	02/17/2012

ASBE0097-001 01/01/2011

	Rates	Fringes
Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 36.11	15.26

ASBE0097-002 01/01/2011

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 36.11	15326

BOIL0502-002 07/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 42.70	24.86

BRAK0001-002 07/01/2011

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 37.39	17.60
Tile & Terrazzo Finisher.....	\$ 31.78	17.60

CARP1501-001 09/01/2011

	Rates	Fringes
MILLWRIGHT.....	\$ 33.89	18.23

CARP2520-003 07/01/2010

	Rates	Fringes
Diver		
Stand-by.....	\$ 39.80	18.73
Tender.....	\$ 38.80	18.73
Working.....	\$ 79.60	18.73
Piledriver		
Carpenter.....	\$ 35.49	18.73
Piledriver; Skiff Operator and Rigger.....	\$ 34.49	18.73
Sheet Stabber.....	\$ 35.49	18.73
Welder.....	\$ 41.05	18.73

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 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.

CARP4059-001 09/01/2011

	Rates	Fringes
CARPENTER		
Carpenter.....	\$ 35.49	20.38
Lather/Drywall Applicator...	\$ 35.49	20.38

* ELEC1547-004 10/31/2011

	Rates	Fringes
CABLE SPLICER.....	\$ 39.77	3%+\$21.35
Electrician;Technician.....	\$ 38.02	3%+\$21.35

ELEC1547-005 01/02/2012

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 48.90	3%+23.10
Linemen (Including Equipment Operators, Technician).....	\$ 47.15	3%+22.57
Powderman.....	\$ 45.15	3%+23.10
TREE TRIMMER.....	\$ 34.10	3%+18.10

ELEV0019-002 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.035	23.535+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 01/01/2012

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 37.43	19.00
GROUP 1A.....	\$ 39.19	19.00
GROUP 2.....	\$ 36.66	19.00
GROUP 3.....	\$ 35.94	19.00
GROUP 4.....	\$ 29.73	19.00
TUNNEL WORK		
GROUP 1.....	\$ 41.17	19.00
GROUP 1A.....	\$ 43.11	19.00
GROUP 2.....	\$ 40.33	19.00
GROUP 3.....	\$ 39.53	19.00
GROUP 4.....	\$ 32.70	19.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller; Back Filler; Barrier Machine (Zipper); Batch Plant Operator: Batch and Mixer over 200 yds.; 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) Shovels, Backhoes, excavators with all attachments, Draglines, Clamshells; Gradalls-3 yards and under; (b) Hydralifts or Transporters, all track or truck type, (c) 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 Sno Cat; Hydro Ax; Feller Buncher and similar; Loaders: Forklifts with power 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.); Sauerman-Bagley; Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, C.M.I. and C.M.I. Roto Mills and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler; Welder; Electrical Mechanic, Camp Maintenance Engineer

GROUP 1A: Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Shovels, backhoes, excavators with all attachments, draglines, clamshells-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 (finish: when finishing to final grade and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Sidebooms over 45 tons; Slip Form Paver C.M.I. and similar types; Scrapers over 40 yards; Camera/Tool/Video Operator (Slipline).

GROUP 2: Batch Plant Operators: Batch and Mixer 200 yds. per hour and under; Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, Elevating Grader, Dumor and similar; 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); Mixers: Concrete Mixers and Batch 200 yds. per hour and under; Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 300 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Assistant Engineer (if over 85 tons or 100 ft. boom); 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/Assistant Engineer shall be required on cranes over 85 tons or over 100 feet of boom.

IRON0751-003 08/01/2011

Rates Fringes

Ironworkers:

BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR.....	\$ 33.40	23.16
FENCE, BARRIER AND GUARDRAIL INSTALLERS.....	\$ 29.90	23.16
GUARDRAIL LAYOUT MAN.....	\$ 30.64	23.16
HELICOPTER, TOWER.....	\$ 34.40	23.16

LABO0341-005 07/01/2011

	Rates	Fringes
Laborers: North of the 63rd Parallel & East of Longitude 138 Degrees		
GROUP 1.....	\$ 29.00	20.02
GROUP 2.....	\$ 30.00	20.02
GROUP 3.....	\$ 30.90	20.02
GROUP 3A.....	\$ 34.18	20.02
GROUP 3B.....	\$ 35.01	20.02
GROUP 4.....	\$ 18.57	20.02
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 31.90	20.02
GROUP 2.....	\$ 33.00	20.02
GROUP 3.....	\$ 33.99	20.02
GROUP 3A.....	\$ 37.60	20.02
GROUP 3B.....	\$ 38.51	20.02
Laborers: South of the 63rd Parallel & West of Longitude 138 Degrees		
GROUP 1.....	\$ 29.00	20.02
GROUP 2.....	\$ 30.00	20.02
GROUP 3.....	\$ 30.90	20.02
GROUP 3A.....	\$ 34.18	20.02
GROUP 3B.....	\$ 35.01	20.02
GROUP 4.....	\$ 18.57	20.02
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 31.90	20.02
GROUP 2.....	\$ 33.00	20.02
GROUP 3.....	\$ 33.99	20.02
GROUP 3A.....	\$ 37.60	20.02
GROUP 3B.....	\$ 38.51	20.02

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); 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 07/01/2011

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 29.17	18.47
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 29.67	18.47

 PAIN1959-002 07/01/2011

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
Painters:		
Brush, Roller, Sign, Paper and Vinyl, Swing Stage, Hand Taper/Drywall, Structural Steel, and Commercial Spray.....	\$ 26.98	18.22
Machine Taper/Drywall.....	\$ 28.18	18.22
Spray-Sand/Blast, Epoxy and Tar Applicator.....	\$ 29.48	16.22

PAIN1959-003 07/01/2011

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 34.09	17.28

PAIN1959-004 07/01/2011

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 30.52	12.39

PAIN1959-006 07/01/2011

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 34.09	17.23

PLAS0867-001 02/01/2012

	Rates	Fringes
PLASTERER		
North of the 63rd parallel..	\$ 33.93	19.07
South of the 63rd parallel..	\$ 33.68	19.07

PLAS0867-004 02/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
North of the 63rd parallel..	\$ 33.68	19.07
South of the 63rd parallel..	\$ 33.43	19.07

PLUM0262-002 01/01/2012

East of the 141st Meridian

	Rates	Fringes
Plumber; Steamfitter.....	\$ 36.02	23.82

PLUM0367-002 07/01/2011

South of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 36.98	18.72

PLUM0375-002 07/01/2011

North of the 63rd Parallel

	Rates	Fringes
Plumber; Steamfitter.....	\$ 39.71	18.45

PLUM0669-002 04/01/2011		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 41.55	19.70

* ROOF0190-002 06/01/2011		

	Rates	Fringes
ROOFER, Includes Built Up, Composition, and Single Ply Roofs		
NORTH OF THE 63RD PARALLEL..	\$ 28.50	2.44 + a
SOUTH OF THE 63RD PARALLEL..	\$ 28.50	2.44 + a

FOOTNOTE:

a. Employers are to supply employees with comprehensive medical insurance. Employer is responsible to cover, at minimum one-half (1/2) of the individual premium. The individual will be responsible for the remaining premium.

SHEE0023-003 06/01/2010		

South of the 63rd Parallel

	Rates	Fringes
Sheet Metal Worker.....	\$ 38.84	18.35

SHEE0023-004 07/02/2010		

North of the 63rd Parallel

	Rates	Fringes
Sheet Metal Worker.....	\$ 42.98	18.56

TEAM0959-003 09/01/2011		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 37.77	16.43
GROUP 1A.....	\$ 39.04	16.43
GROUP 2.....	\$ 36.51	16.43
GROUP 3.....	\$ 35.69	16.43
GROUP 4.....	\$ 35.11	16.43
GROUP 5.....	\$ 34.35	16.43

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;

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Partsman; 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; Stringing Truck; 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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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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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

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

PROVISIONS FOR PAYMENT OF OFF-SITE MATERIALS

EXHIBIT H

PROVISIONS FOR PAYMENT OF MATERIALS STORED OFF-SITE

1. Payment for Off-site materials as outlined in Article 9.3.2 of the A201 General Conditions is at the owner's discretion and must be approved in writing in advance of billing.

2. Payment for off-site materials is generally acceptable provided the owner's interest in the materials are protected from loss (fire, theft, or bankruptcy etc.) as follows:

Any materials at the fabricator's must be insured for loss and the transaction follow provisions of the Uniform Commercial Code. Included in those requirements is the stipulation that all material be marked with the project name and stored in a designated secure location separate and distinct from other materials. This provision is so that in the event of a bankruptcy, it can be clearly demonstrated that the stored material has been paid for, prepped, and stored for a specific project and cannot be seized and sold for salvage to pay toward the fabricator or material supplier's credit obligations.

Required markings:

PROPERTY OF:
**CITY & BOROUGH OF
WRANGELL, ALASKA**
PROJECT:
WRANGELL MEDICAL CENTER

3. The Application for payment needs to include the certificate of insurance and an itemized bill of sale for stored materials in addition to the usual interim payment lien waivers.

4. The CM will also provide a certified 'Material in Storage Log' including the following information:

- a. Sub-contractor, supplier and fabricator's name and address
- b. Address where off-site materials are stored
- c. Request for Payment number
- d. Description of building components stored
- e. Value of building components stored for current requisition
- f. Value of building components stored for previous requisitions
- g. Value of building components added to storage for current period
- h. Total Value all materials remaining in off-site storage

5. A UCC-1 form prepared by the owner's attorney may be filed as a notice asserting rights to the off-site material. This is usually a provision of the lender and should be confirmed by the owner along with identification of any other stipulations such as a security agreement.

MEDICAL EQUIPMENT CHECKLIST

EXHIBIT I



Exhibit

FIXED EQUIPMENT CHECKLIST

Project: Wrangell Medical Center Date: 28-Mar-12
 Architect: David E Johnson Architect
 Contractor: _____
 N/A = Not Applicable

- Notes:** 1) If required, the following items shall be furnished and installed as noted.
 2) Owner specified equipment is to be planned and coordinated by the medical equipment planner unless otherwise noted.

SECTION AND DESCRIPTION	Architect Specified	Owner Specified	Contractor Supplied	Owner Supplied	Comp Contr Installed	CM	Owner Installed	Existing	By Others	REMARKS
1. Instrument Sterilizers		✓	✓		✓					CM
2. Tunnel Washer										N/A
3. Warming Cabinet		✓	✓				✓	✓		Existing
4. Ethylene Oxide Aerator										N/A
5. Ethylene Oxide Stacking Rack										N/A
6. Ultrasonic Cleaner		✓	✓				✓	✓		Existing
7. Pasteurization System										N/A
8. O.R. Surgical Lights		✓	✓						✓	Vendor Installed
9. Minor Exam Lights for Procedure Rooms & Emerg. Dept.		✓	✓						✓	Vendor Installed
10. Patient Room Overbed / Wall-mounted Lights	✓		✓		✓					By Component Contractor
11. Lab Refrigerators		✓		✓				✓		Alarm system by telecomm
12. Pharmacy Refrigerators		✓	✓							Alarm system by telecomm
13. Blood Bank Refrigerators		✓	✓	✓				✓		Alarm system by telecomm
14. Compact Refrigerator		✓	✓				✓	✓		
15. Refrigerator Home Style		✓	✓				✓	✓		
16. Radioisotope Refrigerator										N/A
17. Morgue Refrigerator		✓	✓		✓					New
18. Walk-In Refrigerator for Laboratory										N/A
19. Gift Shop Refrigerator										N/A
20. Glassware Washer										N/A
21. Washer & Dryer/Residential Grade or Light Commercial		✓	✓		✓	✓				1 EXIST BALANCE NEW
22. Bedpan Flusher	✓		✓		✓					By Component Contractor
23. Laundry Equipment/Heavy Commercial Grade	✓		✓		✓					2 New Washer New Dryer
24. X-Ray / MRI / CT / R&F / Rad Units, etc		✓	✓				✓			Vendor installed
25. X-Ray Illuminator		✓	✓		✓					CM
26. Cassette Pass-box										N/A
27. Dental X-Ray										N/A
28. X-Ray Film Bin										N/A
29. Unistrut & Trough System	✓		✓		✓					By Component Contractor
30. Radiation Protection/Shield	✓		✓		✓					By Component Contractor
31. X-Ray Film Processor										N/A
32. X-Ray Revolving Doors										N/A
33. Medical Gas Piping System & OR hose drops	✓		✓		✓					By Component Contractor
34. Patient Consoles or headwalls	✓		✓		✓					By Component Contractor
35. ICU / CCU Headwalls / Power Columns	✓		✓		✓					By Component Contractor
36. OR Equipment Management System & Medical Gas Columns										N/A
37. All Casework / Millwork / Patient Rm Wardrobes	✓		✓		✓					By Component Contractor
38. Speciman Pass Box	✓		✓		✓					By Component Contractor
39. Flag Pole	✓		✓				✓			CM
40. Shower Rods & Rings	✓		✓		✓					By Component Contractor
41. I.V. Track	✓		✓		✓					By Component Contractor
42. Cubicle Tracks	✓		✓		✓					By Component Contractor
43. Bulletin Boards	✓		✓						✓	



Exhibit

FIXED EQUIPMENT CHECKLIST

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- Notes:** 1) If required, the following items shall be furnished and installed as noted.
 2) Owner specified equipment is to be planned and coordinated by the medical equipment planner unless otherwise noted.

SECTION AND DESCRIPTION	Architect Specified	Owner Specified	Contractor Supplied	Owner Supplied	Comp Contr Installed	CM	Owner Installed	Existing	By Others	REMARKS
44. Marker Boards	✓		✓						✓	
45. Schedule Boards	✓		✓						✓	
46. Patient Chart Racks	✓		✓		✓					Built into casework
47. Bed Availability System										N/A
48. Drapery Track / Drapery, Shower Curtains, Blinds, Cubicle Curtains		✓	✓	✓			✓		✓	By furniture planning consult.
49. Narcotics Lockers	✓		✓	✓	✓					Built into casework
50. Cart Wash Units / Steam Gun	✓		✓	✓	✓					By Component Contractor
51. AV Projection System		✓	✓	✓			✓			By communications consult.
52. Fire Extinguishers	✓		✓	✓	✓					By Component Contractor
53. Gen. Compactor / Waste Disp. SV	✓		✓	✓	✓					By Component Contractor
54. Pathological Incinerator										N/A
55. Deionized water systems	✓		✓	✓	✓					By Component Contractor
56. Laminar Flow Hood/Lab & Pharm		✓	✓	✓			✓			Certified by third party
57. Microbiology Saf. Hood Lab		✓	✓	✓			✓			CM
58. Laboratory Fume Hood		✓	✓	✓			✓			CM
59. Laminar Flow Sys. / Surgery	-	-	-	-	-					N/A
60. OR Scrub Sinks	✓		✓	✓	✓					By Component Contractor
61. Ice Machines		✓	✓	✓	✓			✓		CM
62. Medication units	✓		✓	✓	✓			✓		
63. Hydrotherapy Tanks	-	-	-	-	-					N/A
64. Vending Machines									✓	A/E to plan & provide pwr & H2O.
65. Management Information Sys									✓	By vendor
66. Time Clock & Racks		✓	✓	✓	✓				✓	By communications consultant
67. Special Clocks - Electric time elapsed clocks for OR, ER, ICU, CCU		✓	✓	✓	✓				✓	
68. Graphics / Signage	✓		✓	✓	✓		✓			Architect Consult. / Owner appr'd
69. General Storage / Misc. Shelving		✓	✓	✓	✓		✓			
70. Fixed / Motorized Shelving	✓		✓	✓	✓					By Component Contractor
71. Patient Hoist at tubroom	✓		✓	✓	✓					By Component Contractor
72. Lockers	✓		✓	✓	✓					By Component Contractor
73. Fixed / Electric OR table		✓	✓	✓	✓				✓	Existing
74. Autopsy Table										N/A
75. Rechecked Scales										N/A
76. Dialysis Water System										N/A
77. Physiological Monitoring		✓	✓	✓	✓		✓			Vendor Installed
78. Audio Sound Proof Booth	✓		✓	✓	✓				✓	Existing
79. Kitchen Hood with Ansl System	✓		✓	✓	✓					By Component Contractor
80. Dietary Equipment - Kitchens/Other Locations		✓	✓	✓	✓		✓			CM Elec Hookup & Plumb of equip
81. Diagnostic Sets		✓	✓	✓	✓					
82. Gas Evacuation System										N/A
83. Modular Toilets	✓		✓	✓	✓					By Component Contractor
84. Steam Generator for sterilizing equipment										N/A
85. Patient room Beds, overbed tables, night stands		✓	✓	✓	✓		✓			By medical equipment planner
86. Furniture / Furnishings - Office, Waiting, Lounge, Lobby, Etc.		✓	✓	✓	✓		✓		✓	By Furniture planner



Exhibit

FIXED EQUIPMENT CHECKLIST

Project: Wrangell Medical Center Date: 28-Mar-12
 Architect: David E Johnson Architect
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 N/A = Not Applicable

- Notes:** 1) If required, the following items shall be furnished and installed as noted.
 2) Owner specified equipment is to be planned and coordinated by the medical equipment planner unless otherwise noted.

SECTION AND DESCRIPTION	Architect Specified	Owner Specified	Contractor Supplied	Owner Supplied	Comp Contr Installed	CM	Owner Installed	Existing	By Others	REMARKS
87. Artwork									✓	Owner Consultant
88. Large Floor mounted coping machines		✓		✓			✓			
89. Desk Top printers for computers									✓	Communications Consultant
90. Picture Archiving Communications System (PACS)		✓		✓			✓		✓	Communications Consultant

NOTES

If required, the following items are to be Architect Specified, Component Contractor supplied and installed, unless otherwise directed by the Owner.

Domestic Water Heater	Plumbing Fixtures	Eyewash stations	Roof Exhausters
Conductivity Tester	Drinking Fountains	Mirrors	Temperature Control System
Sprinkler System	Fire Alarm System	Wanderguard System	Unit Heater
Millwork	Interior Transformers	Automatic Door Openers	Heating and Cooling Coils
Grab Bars	Transfer Switches	Door Security	
Corner Guards	Soap Dispensers	Emergency Acid Shower	
	Surgical Soap Dispensers	Air cooled Chillers	Hot Water Heaters
	Towel, Tissue, napkin Dispensers	Heating and Cooling Units	Domestic Water Recirculating Pump
	Electric Motors and Starters	Air Handling Equipment	Electrical Distribution System
	Towel Receptable	Humidifiers	Isolation Power Center