

WRANGELL COURTHOUSE: UPGRADES TO JUDGES'S BENCH & WITNESS STAND

PROJECT MANUAL



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SECTION 00030 - NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

WRANGELL COURTHOUSE: UPGRADES TO JUDGE'S BENCH & WITNESS STAND

Notice is hereby given that the City and Borough of Wrangell, Alaska will receive sealed bids for the construction of Wrangell Courthouse: Upgrades to Judge's Bench & Witness Stand.

The Contract Documents, including one set of reduced scale drawings, may be obtained at the office of the Borough Clerks Office, 205 Brueger Street, Wrangell, Alaska 99929 (Ph. 907-874-2381). A non-refundable fee of \$50.00 made payable to the City and Borough of Wrangell is required for each set of contract documents. Additional charges will be required for special handling or delivery of the documents by means other than first class mail. The Contract Documents may also be downloaded free of charge on the City and Borough of Wrangell website (www.wrangell.com) under the Bids and RFP's section. Downloading Contract Documents from the City and Borough of Wrangell's website requires registration with the Borough Clerk in order to be placed on the Plan holders List and to ensure receipt of subsequent Addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to insure that they have received all Addenda affecting this Solicitation. To be registered, contact the Borough Clerk at 907-874-2381 or at clerk@wrangell.com

DESCRIPTION OF WORK. WORK consists of all activities necessary to construct the Wrangell Courthouse: Upgrades to provide new secure access, bullet resistant clerk's counter and Judge's bench to the Wrangell Courthouse, as well as ADA compliant improvements to the Jury Seating, Jury Deliberation Room, and new ADA Jury Bathroom. Includes new finishes in the Courtroom Arena and Jury Seating Area. Add new finishes and fixtures in the Public Bathrooms as well as ADA compliant improvements as Additive Alternate 1 and Carpet replacement as shown on the plans depicted on sheet A-105 as Additive Alternate 2.

SITE OF WORK. The WORK is located in Wrangell, Alaska at the Public Safety Building, at 431 Zimovia Highway.

COMPLETION OF WORK. The OWNER will open the work site to the CONTRACTOR immediately following the Notice to Proceed. All WORK under the contract documents for the Base Bid shall be completed by **February 29, 2015.6**. Other interim completion dates are outlined in the contract documents.

BIDDING, CONTRACT, or TECHNICAL QUESTIONS. All communications relative to this WORK, prior to opening Bids, shall be directed to the following:

Ruby McMurren, Project Manager
Ph: (907) 874-3494
Email: wrgpm@wrangell.com

PRE-BID CONFERENCE. Prospective bidders are encouraged to attend a Pre-Bid Conference that will be held in Wrangell on **October 22, 2015** beginning at 11:00 AM at the City and Borough Assembly Chambers at City Hall. The purpose of the conference is to acquaint Bidders with site conditions, construction phasing and answer questions on bid documents. Attendance by teleconference will be available by calling **Dial-in number: Dial: 1 212-812-2800 then enter access code 1958-4035.**

Following the pre-bid conference, CBW staff will proceed to the project site. Proposers are encouraged to attend.

BID SECURITY. Each bid shall be accompanied by a bid bond, cashier's check or certified check made payable to the City and Borough of Wrangell in the amount of five percent of the total bid price. This serves as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.

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RECEIPT OF BIDS. Sealed bids will be received by the City and Borough of Wrangell, Post Office Box 531, Wrangell, Alaska 99929, located at the Borough Clerk’s Office, 205 Brueger Street, Wrangell, Alaska 99929 until 2:00 PM prevailing time on **October 30, 2015**. Opening date and time may be changed to a later date or time via Addendum. Clearly mark on the outside of the envelope **“Request for bids Wrangell Courthouse: Upgrades to Judge's Bench & Witness Stand, October 30, 2015”**. Proposals may not be withdrawn for ninety days following date of opening.

OPENING OF BIDS. The Bids will be publicly opened and read at **2:00PM October 30, 2015** at the Assembly Chambers of the City and Borough of Wrangell, Alaska.

SUBCONTRACTORS. The apparent low Bidder is required to complete and submit the following documentation within five calendar days following the posting of bids by the City and Borough of Wrangell:

- City and Borough of Wrangell Finance Department Verification, Section 00300.
- Subcontractor Report, Section 00360.

CONTRACTOR'S LICENSE. All contractors are required to submit a copy of their current Alaska Contractor's License and a current Alaska Business License with the bid.

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for a period of 90 Days from the date of Bid opening. Any component of the Bid including additive alternates may be awarded anytime during the 90 Days.

OWNER'S RIGHTS RESERVED. The OWNER reserves the right to reject any or all Bids, to waive any informality in a Bid, and to make award to the lowest responsive, responsible Bidder as it may best serve the interests of the OWNER.

OWNER: the City and Borough of Wrangell

By: _____ Date _____
Jeff Jabusch, City and Borough Manager

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

1.0 DEFINED TERMS. Terms used in these “Instructions to Bidders” and the “Notice Inviting Bids” which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

2.0 INTERPRETATIONS AND ADDENDA.

A. **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.

B. **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.

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

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

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

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- 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 and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

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

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

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

- A. To examine thoroughly the Contract Documents, and other related data identified in the bidding documents (including "technical data" referred to below):
 - 1. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect cost, progress, or performance, of the WORK,

SECTION 00100 - INSTRUCTIONS TO BIDDERS

2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
3. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data; and
4. To notify the ENGINEER of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

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

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

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

8.0 BID FORM.

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- G. The address to which communications regarding the Bid are to be directed must be shown.
- H. All Bidders must provide evidence of authority to conduct business in Alaska to the extent required by law.
- I. On Projects including Federal funding any contractor otherwise qualified to perform the WORK, is not required to be licensed nor to submit application for license in advance of submitting a Bid or having such Bid considered; provided, however, that such exemption does not constitute a waiver of the OWNER's right under existing license laws to require a contractor, determined to be a successful Bidder, to be licensed to do business as a contractor in the State of Alaska in connection with the award of a contract to the successful Bidder.
- J. On Projects not including Federal funding, a Bid for the WORK will not be accepted from a contractor who does not hold a valid Alaska Business License and a valid Contractor's License in Alaska (applicable to the type of work bid upon) at the time of opening Bids.
- 9.0 QUANTITIES OF WORK.** The quantities of WORK, or material, stated in unit price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the unit price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see General Conditions, Article 10 Changes In the Work).
- 10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS.** The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 - CONTRACTOR SUBMITTALS.
- 11.0 SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, telephonic or faxed Bids will not be considered.
- 12.0 BID SECURITY, BONDS, AND INSURANCE.** Each Bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond in an amount of at least 5 percent of the total Bid price. The "total Bid price" is the amount of the base bid, plus the amount of alternate bids, if any, which total to the maximum amount for which the contract could be awarded. Said check or Bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if offered the WORK, will enter into an Agreement with the OWNER, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond; each of said Bonds, if required, and insurance amounts shall be as stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the OWNER. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible power of attorney.
- 13.0 RETURN OF BID SECURITY.** Within 14 Days after award of the contract, the OWNER will return the Bid securities accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. They will then be returned to the respective Bidders whose Bids they accompanied.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

14.0 DISCREPANCIES IN BIDS. In the event there is more than one pay item in a Bid Schedule, the Bidder shall furnish a price for all pay items in the schedule, and failure to do so may render the Bid non-responsive and cause its rejection. In the event there are unit price pay items in a Bid Schedule, and the “amount” indicated for a unit price pay item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one pay item in the Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

- A. Any Bidder may modify a Bid by mail, telegram, email (**clerk@wrangell.com**), or fax (**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 (Telephone: 907-874-2381), prior to the time set for opening Bids, to confirm the successful and timely transmission of their electronic Bid modification.

A telegram or fax modification should 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 the unit bid price and the total modification of each item modified. The City and Borough of Wrangell shall not be responsible for its failure to receive fax modifications whether such failure is caused by transmission line problems, electronically delivered device problems, operator error or otherwise.

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

16.0 WITHDRAWAL OF BID. The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.

17.0 AWARD OF CONTRACT.

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual Bid Schedule.
- B. In the event the WORK is contained in more than one Bid Schedule, the OWNER may award schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- C. If the OWNER has elected to advertise this Project with a base bid and additive or deductive alternates, the OWNER may elect to award the contract for the base bid, or the base bid plus any alternates, in any combination of alternates as selected by the OWNER. In either case, award shall be made to the responsive, responsible Bidder offering the lowest total bid for the WORK to be awarded.

18.0 EXECUTION OF AGREEMENT.

- A. All Bids less than or equal to \$25,000 do not require Wrangell Borough Assembly approval. The Bidder to whom award is made for a Bid that is more than \$25,000 shall execute a written agreement with the OWNER on the Agreement form, Section 00500, and shall secure all insurance and any other documents required by the contract within 10 calendar Days from the date stated in the Notice of Intent to Award letter.
- B. All Bids greater than \$25,000 must be approved by the Wrangell Borough Assembly. After the Wrangell Borough Assembly has approved the award, the OWNER will issue of Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, and shall secure all insurance and furnish all certificates and bonds required by the Contract Documents within 10 calendar Days from the date stated in the Notice of Intent to Award letter.
- C. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

19.0 LIQUIDATED DAMAGES. Provisions for liquidated damages if any are set forth in Section 00500 - Agreement.

20.0 PERMITS. The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and/or federal permit requirements.

END OF SECTION

SECTION 00300 - BID

BID TO: THE CITY AND BOROUGH OF WRANGELL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER on the form included in the Contract Documents (as defined in Article 7 of Section 00500 - AGREEMENT) to perform the WORK as specified or indicated in said Contract Documents entitled:

WRANGELL COURTHOUSE: UPGRADES TO JUDGE'S BENCH & WITNESS STAND

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefor the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

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

SECTION 00300 - BID

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing in the space provided below.

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

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:

- Signed Bid, Section 00300 (includes Addenda receipt statement)
- Completed Bid Schedule, Section 00310
- Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
- Contractor's License and Alaska Business License

10. Unless otherwise notified by the Borough Manager within (5) calendar days of posting the apparent low bidder, the apparent low Bidder is required to complete and submit the following documents:

- Subcontractor Report, Section 00360
- Verification from Wrangell Finance Department that Subcontractors are current with City and Borough of Wrangell Sales and Property Taxes, Section 00360

The apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in Section 00360 – Subcontractor Report will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

11. The successful Bidder will be required to submit, within ten calendar Days after the date stated in the "Notice of Intent to Award" letter, the following executed documents:

- Agreement Forms, Section 00500
- Performance Bond, Section 00610
- Payment Bond, Section 00620
- Certificates of Insurance, (CONTRACTOR and Subcontractors) Section 00700 and Section 00800
- Alaska Department of Labor/Borough Clerk, Subcontractor List, Section 00830.
- One executed copy of each subcontract for WORK that exceeds one half of one percent of the intended contract award amount.

SECTION 00310 – BID SCHEDULE
CITY AND BOROUGH OF WRANGELL
WRANGELL COURTHOUSE UPGRADES

BID SCHEDULE

1.1 BASE BID:

Furnish all labor, materials, equipment, etc., necessary to complete all work shown and specified: Total

Base Bid \$ _____
(figures)

(words) Dollars

1.2 ADDITIVE ALTERNATE BID #1: Addition of ADA compliant improvements and new finishes and fixtures in the Public Bathrooms as indicated in the Drawings and Specifications.

Furnish all labor, materials, equipment, etc., necessary to complete all work shown and specified:

Additive Alternate Bid #1 \$ _____
(figures)

(words) Dollars

1.3 ADDITIVE ALTERNATE BID #2: Square Yard (SY) cost of additional new carpet in Clerk’s Office 235 and corridor extending to Lounge 244, Clerk’s Lobby 234, Sound Lock 225, Jury Room 227, and Courtroom 228: Spectator Area as shown on Sheet A-105. Furnish all labor, materials, equipment, etc. necessary to complete all work shown and specified.

Additive Alternate Bid #2 \$ _____
Per Square Yard (figures)

(words) Dollars

END OF SECTION

SECTION 00320 - BID BOND

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

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

WRANGELL COURTHOUSE: UPGRADES TO JUDGES BENCH & WITNESS STAND

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

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

(SEAL) _____
(Principal)

(SEAL) _____
(Surety)

By: _____
(Signature)

By: _____
(Signature)

SECTION 00360 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS

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

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

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

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name

A. A Bidder may replace a listed Subcontractor if the Subcontractor:

SECTION 00360 - SUBCONTRACTOR REPORT

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

END OF SECTION

SECTION 00500 - AGREEMENT

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

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER'S Contract Documents entitled.

WRANGELL COURTHOUSE: UPGRADES TO JUDGE'S BENCH & WITNESS STAND

The WORK consists of all activities necessary to construct the Wrangell Courthouse upgrades shown in the contract documents. The facility includes demolition and disposal, and the interior renovation upgrades to provide all work as shown on the Drawings and miscellaneous appurtenant work items. The WORK is comprised of a Base Bid and Additive Alternates 1. The WORK to be paid under this contract shall include the following: Base Bid, and Additive Alternate 1, as selected and awarded by the OWNER and shown in Section 0-0310 - Bid Schedule and Additive Alternate 2, as selected and awarded by the OWNER and shown in Sheet A-105.

ARTICLE 2. CONTRACT COMPLETION TIME.

The WORK completion schedule is: The OWNER will open the site to the CONTRACTOR concurrently with the **Notice to Proceed**. The contract completion times shall be in accordance with the table as follows:

DESCRIPTION (ITEM)	EARLIEST START (DATE)	SUBSTANTIAL COMPLETION (DATE)
BASE BID & ADDITIVE ALTERNATES 1 & 2 SUBSTANTIAL COMPLETION	NOTICE TO PROCEED (NTP)	February 29, 2016

Notes:

1. Substantial completion shall be met when the project area is ready for its intended and unobstructed use..

ARTICLE 3. DATE OF AGREEMENT

The date of this Agreement will be the date of the last signature on page three of this section.

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages

SECTION 00500 - AGREEMENT

suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER per the table as follows:

DESCRIPTION (ITEM)	EARLIEST START (DATE)	SUBSTANTIAL COMPLETION (DATE)	LIQUIDATED DAMAGES (PER DAY)
BASE BID & ADDITIVE ALTERNATES 1 & 2 SUBSTANTIAL COMPLETION	NOTICE TO PROCEED (NTP)	February 29, 2016	\$1,000.00

for each Calendar Day that expires after each individual area completion date listed above. Assessment of liquidated damages shall be cumulative for all areas of work that are delayed. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: **WRANGELL COURTHOUSE: UPGRADES TO JUDGE'S BENCH & WITNESS STAND** those Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

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

ARTICLE 6. PAYMENT PROCEDURES.

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

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

ARTICLE 7. CONTRACT DOCUMENTS.

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

SECTION 00500 - AGREEMENT

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

OWNER:

City and Borough of Wrangell

(Signature)

By: _____
(Printed Name)

Date: _____

OWNER's address for giving notices:

PO BOX 531

Wrangell, Alaska 99929

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

CONTRACTOR:

(Company Name)

(Signature)

By: _____
(Printed Name, Authority or Title)

Date: _____

CONTRACTOR's address for giving notices:

(Telephone) (Fax)

(E-mail address)

Contractor License No. _____

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the

_____ a joint venture existing under the laws of the
State of _____, held on _____, 20____, the following resolution was duly passed and
adopted:

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

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

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

Secretary

(SEAL)

SECTION 00610 - PERFORMANCE BOND

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

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the City and Borough of Wrangell, Alaska hereinafter called "OWNER,"
(Owner) (City and State)

for the penal sum of _____

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

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

WRANGELL COURTHOUSE: UPGRADES TO JUDGE'S BENCH & WITNESS STAND

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

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

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

SECTION 00610 - PERFORMANCE BOND

WRANGELL COURTHOUSE: UPGRADES TO JUDGE'S BENCH & WITNESS STAND

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

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

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

Date Issued: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

SECTION 00620 - PAYMENT BOND

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

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the City and Borough Of Wrangell, Alaska hereinafter called "OWNER,"
(Owner) (City and State)

for the penal sum of _____

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

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

WRANGELL COURTHOUSE: UPGRADES TO JUDGE'S BENCH & WITNESS STAND

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

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

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

SECTION 00620 - PAYMENT BOND

WRANGELL COURTHOUSE: UPGRADES TO JUDGE'S BENCH & WITNESS STAND

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

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

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

Date Issued: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

SECTION 00700 - GENERAL CONDITIONS

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SECTION 00700 - GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 00700 - GENERAL CONDITIONS

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

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

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

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

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

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

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

General Requirements - Division 1 of the Technical Specifications.

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

Holidays - The City and Borough of Wrangell legal holidays occur on:

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

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

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

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

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

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

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

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

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

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

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

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

PCB's - Polychlorinated biphenyls.

PERMITTEE – CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 2 PRELIMINARY MATTERS

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

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

- 3.1 INTENT
- A. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents shall be construed as a whole in accordance with Alaska Law.
 - B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in

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accordance with that meaning, unless a definition has been provided in Article 1 of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Contract Documents.

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

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
 - 1. Permits from other agencies as may be required by law, excepting the definition of "PERMITEE" in these permits.
 - 2. Field Orders
 - 3. Change Orders
 - 4. ENGINEER's written interpretations and clarifications.
 - 5. Agreement
 - 6. Addenda
 - 7. CONTRACTOR's Bid (Bid Form)
 - 8. Notice Inviting Bids
 - 9. Instructions to Bidders
 - 10. General Conditions
 - 11. Technical Specifications
 - 12. Drawings
- B. With reference to the Drawings the order of precedence is as follows:
 - 1. Figures govern over scaled dimensions
 - 2. Detail Drawings govern over general Drawings
 - 3. Addenda/ Change Order drawings govern over Contract Drawings
 - 4. Contract Drawings govern over standard drawings

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

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

ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

- 4.1 AVAILABILITY OF LANDS. The OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the WORK is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or rights-of-way provided. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the CONTRACTOR shall not enter upon nor use any property not under the control of the OWNER until a written temporary construction easement, lease or other appropriate agreement has been executed by the CONTRACTOR and the property owner, and a copy of said agreement furnished to the ENGINEER prior to said use; and, neither the OWNER nor the ENGINEER shall be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.
- 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES
- A. Explorations and Reports. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, however, reports are not to be considered complete or comprehensive and nontechnical data, interpretations, and opinions contained in such reports are not to be relied on by the CONTRACTOR. The CONTRACTOR is responsible for any further explorations or tests that may be necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.
- B. Existing Structures. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.4 herein) which are at or contiguous to the site that have been utilized by the ENGINEER in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, nontechnical data, interpretations, and opinions contained in such drawings are not to be relied on by the CONTRACTOR. The CONTRACTOR is also responsible for any interpretation, interpolation, or extrapolation that it makes of any information shown in such drawings.

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4.3 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall promptly upon discovery (but in no event later than 14 days thereafter) and before the following conditions are disturbed, notify the ENGINEER, in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Article 1 of these General Conditions, or asbestos, PCB's, petroleum or any other substance or material posing a threat to human or to the environment.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the contract.
- B. The OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a Change Order under the procedures described in the contract.
- C. In the event that a dispute arises between the OWNER and the CONTRACTOR whether the conditions materially differ, or involved hazardous waste or other materials listed above, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all WORK to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by Law which pertain to the resolution of disputes and protests between the contracting parties.

4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

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

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and Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

4.5 REFERENCE POINTS

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

ARTICLE 5 BONDS AND INSURANCE

5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

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

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5.2 INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Final Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective WORK in accordance with Paragraph 13.6, but the CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
- B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized in the State of Alaska to issue insurance policies for the limits and coverages so required. Such insurance companies shall have a current Best's Rating of at least an "A-Minus" general policy holder's rating and a Class IV financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by certified mail. All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:
1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. This policy shall include an "all states" endorsement. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
 2. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees or damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or Subcontractors.

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The policy shall contain no exclusions for any operations within the scope of this contract.

3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Coverage for hired motor vehicles should include endorsement covering liability assumed under this Agreement.
4. Subcontractor's Commercial General Liability Insurance and Commercial Automobile Liability Insurance. The CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor's Commercial General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its Subcontractors in the CONTRACTOR's own policy, in like amount.
5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ENGINEER, against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the OWNER, and the ENGINEER. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

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

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- C. The CONTRACTOR's superintendent shall be present at the site of the WORK at all times while WORK is in progress. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the site.

6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, there shall be no restriction on the hours during which work may occur.
- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.
- C. All costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
- D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
- E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the ENGINEER, or any of the ENGINEER consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.

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

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

- B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the "permittee" in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.
- C. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in Section 00700, Article 6.6 - PERMITS. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the "permittee" in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.
- D. The OWNER shall apply for, and obtain, the necessary building permit for this project, however, the CONTRACTOR is responsible for scheduling and coordinating all necessary inspections. The City and Borough of Wrangell Inspection number is 874-3904. All other provisions of this Section remain in effect.

6.7 PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

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- 6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The OWNER may, per AS 36.30, audit the CONTRACTOR's or Subcontractor(s) records that are related to the cost or pricing data for this contract, all related Change Orders, and/or contract modifications.
- 6.9 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.
- 6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their Consultants, Sub-consultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.
- 6.11 SAFETY AND PROTECTION
- A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all employees on the WORK and other persons and organizations who may be affected thereby;
 2. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and

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

6.12 SHOP DRAWINGS AND SAMPLES

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

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

6.14 INDEMNIFICATION

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

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- 6.15 **CONTRACTOR'S DAILY REPORTS.** The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each Subcontractor's manpower, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms provided by the ENGINEER and shall be submitted to the ENGINEER at the conclusion of each work day. The report should comment on the daily progress, shall document any change of conditions encountered on-site, and status of the WORK within each major component of the WORK. These components will be decided by the ENGINEER.
- 6.16 **ASSIGNMENT OF CONTRACT.** The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the contract may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.
- 6.17 **CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES.** It is understood that any turn-on or turn-off, line locates and any other work or assistance necessary by the Wrangell Water Utilities Division, will be at the CONTRACTOR's expense unless otherwise stated in the bid documents. All cost must be agreed to prior to any related actions, and will be considered incidental to the project cost. Billing to the CONTRACTOR will be direct from the Wrangell Water Utilities Division.
- 6.18 **OPERATING WATER SYSTEM VALVES**
- A. The CONTRACTOR shall submit a written request, to the ENGINEER, for approval to operate any valve on any in-service section of the City and Borough of Wrangell water system. The request must be submitted at least 24-hours prior to operating any valves. The Wrangell Water Utilities Division reserves the right to approve or deny the request. The request shall specifically identify each valve to be operated, the time of operation, and the operation to be performed. The CONTRACTOR shall obtain the written approval of the ENGINEER for any scheduled operation before operating any valve.
- B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, to the City or any other party, caused by unauthorized operation of any valve of the City and Borough of Wrangell water system.
- 6.19 **CONTRACTOR'S WORK SCHEDULE LIMITATIONS.** It is unlawful to operate any sand blaster, pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment before 7:00 am or after 10:00 pm, Monday through Friday, or before 9:00 am or after 8:00 pm, Saturday and Sunday, in excess of 60 decibels at the project limits, unless a permit shall first be obtained from the Wrangell Building Official. Such permit shall be issued by the Official only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents and businesses.

ARTICLE 7 OTHER WORK

- 7.1 **RELATED WORK AT SITE**

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- A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts therefor which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.
 - B. The CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.
 - C. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the work of any such other contractor or utility owner (or OWNER), the CONTRACTOR shall inspect and report to the ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to report such delays, defects, or deficiencies will constitute an acceptance of the other work as fit and proper for integration with the CONTRACTOR's WORK except for latent or nonapparent defects and deficiencies in the other work.
- 7.2 COORDINATION. If the OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary General Conditions, and the specific matters to be covered by such authority and responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary General Conditions.

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 COMMUNICATIONS

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

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

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

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

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- 8.5 INSPECTIONS AND TESTS. The OWNER's responsibility in respect of inspections, tests, and approvals is set forth in Paragraph 13.3.
- 8.6 SUSPENSION OF WORK. In connection with the OWNER's right to stop WORK or suspend WORK, see Paragraphs 13.4 and 15.1.
- 8.7 TERMINATION OF AGREEMENT. Paragraphs 15.2 and 15.3 deal with the OWNER's right to terminate services of the CONTRACTOR.

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

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

A. Duties, Responsibilities and Limitations of Authority of Inspector

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

Duties and Responsibilities. The Inspector will:

1. Review the progress schedule, list of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning their acceptability.
2. Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Serve as the ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist said superintendent in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.

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

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19. During the course of the WORK, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed; and deliver this material to the ENGINEER for its review and forwarding to the OWNER prior to final acceptance of the WORK.
20. Before the ENGINEER prepares a Certificate of Substantial Completion/Notice of completion, as applicable, review the CONTRACTOR's punch list items requiring completion or correction and add any items that CONTRACTOR has omitted.
21. Conduct final inspection in the company of the ENGINEER, the OWNER, and the CONTRACTOR, and prepare a final punch list of items to be completed or corrected.
22. Verify that all items on the punch list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

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

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

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

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

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

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

- A. In accordance with the procedures set forth in the General Requirements, the ENGINEER will review all CONTRACTOR submittals, including Shop Drawings, samples, substitutes, or

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"or equal" items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. The ENGINEER's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.

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

9.8 DECISIONS ON DISPUTES

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

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

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

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Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.

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

ARTICLE 10 CHANGES IN THE WORK

10.1 GENERAL

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

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

10.2 ALLOWABLE QUANTITY VARIATIONS

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

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 7 days) after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 14 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.

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- C. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
 3. On the basis of the cost of work (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.4).
- 11.2 COSTS RELATING TO WEATHER. The CONTRACTOR shall have no claims against the OWNER for damages for any injury to WORK, materials, or equipment, resulting from the action of the elements. If, however, in the opinion of the ENGINEER, the CONTRACTOR has made all reasonable efforts to protect the materials, equipment and work, the CONTRACTOR may be granted a reasonable extension of Contract Time to make proper repairs, renewals, and replacements of the work, materials, or equipment.
- 11.3 COST OF WORK (BASED ON TIME AND MATERIALS)
- A. General. The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.5 EXCLUDED COSTS.
- B. Labor. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, worker's compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for forepersons shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the mark-up set out in paragraph 11.4.
- C. Materials. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:
1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the

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ENGINEER. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.

3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.

D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate.

1. All equipment shall, in the opinion of the ENGINEER, be in good working condition and suitable for the purpose for which the equipment is to be used.
2. Before construction equipment is used on the extra work, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ENGINEER, in duplicate, a description of the equipment and its identifying number.
3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
4. Individual pieces of equipment or tools having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
6. Equipment Rental Rates. Unless otherwise agreed in writing, the CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication: "Rental Rate Blue Book" as published by Dataquest (a company of the Dunn and Bradstreet Corporation), 1290 Ridder Park Drive, San Jose, CA 95131, telephone number (800) 227-8444.

E. Equipment on the Work Site. The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if

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the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
 3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
 4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the work site, or in the absence of such labor, established by collective bargaining agreements for the type of worker and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.3B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.
 5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.
- F. Specialty Work. Specialty work is defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following shall apply in making estimates for payment for specialty work:
1. Any bid item of WORK to be classified as Specialty Work shall be listed as such in the Supplementary General Conditions. Specialty work shall be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for specialty work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
 2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as specialty work and accordingly, the invoices for the work may be accepted without detailed itemization.
 3. All invoices for specialty work will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for

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overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for specialty work.

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

11.4 CONTRACTOR'S FEE

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

Actual Overhead and Profit Allowance

Labor.....	15 percent
Materials.....	10 percent
Equipment.....	10 percent

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

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

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

- A. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the work, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

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- C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- D. Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).
- E. Costs due to the negligence of CONTRACTOR , any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.
- F. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 11.4.

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 GENERAL

- A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the ENGINEER in accordance with Paragraph 9.8 if the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A. An increase in Contract Time does not mean that the Contractor is due an increase in Contract Price. Only Compensable time extensions will result in an increase in Contract Price.
- B. All time limits stated in the Contract Documents are of the essence of the Agreement.
- C. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the project due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, unprecedented weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

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

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

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

13.1 WARRANTY AND GUARANTEE. The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ENGINEER shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

13.2 ACCESS TO WORK. OWNER, ENGINEER, their Consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

13.3 TESTS AND INSPECTIONS

A. The CONTRACTOR shall give the ENGINEER timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed

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as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).

- C. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the ENGINEER and the CONTRACTOR.
- E. If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ENGINEER timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the ENGINEER has not acted with reasonable promptness in response to such notice.
- F. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.
- G. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, attorneys, and other professionals. However, if such work is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

13.4 OWNER MAY STOP THE WORK. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause

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for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the ENGINEER, the CONTRACTOR shall promptly, either correct all defective work, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the ENGINEER, remove it from the site and replace it with non-defective work. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, attorneys, and other professionals made necessary thereby.

13.6 ONE YEAR CORRECTION PERIOD

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such Defective WORK, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of engineers, attorneys and other professionals will be paid by the CONTRACTOR.

B. Where Defective WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.6, the correction period hereunder with respect to such WORK will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

13.7 ACCEPTANCE OF DEFECTIVE WORK. If, instead of requiring correction or removal and replacement of defective work, the OWNER prefers to accept the WORK, the OWNER may do so. The CONTRACTOR shall bear all direct, indirect, and consequential costs attributable to the OWNER's evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the WORK, and the OWNER shall be entitled to an appropriate decrease in the Contract Price.

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 SCHEDULE OF VALUES (LUMP SUM PRICE BREAKDOWN). The schedule of values or lump sum price breakdown established as provided in the General Requirements shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the ENGINEER.

14.2 UNIT PRICE BID SCHEDULE. Progress payments on account of Unit Price work will be based on the number of units completed.

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14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.
- C. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments will be paid in full in accordance with Article 14 of the General Conditions until 90% of the Contract Price has been paid. The remaining 10% of the Contract Price amount may be withheld until:
 - 1. final inspection has been made;
 - 2. completion of the project; and
 - 3. acceptance of the project by the OWNER.
- D. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5,000.00 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by an invoice (including shipping), a certification that the materials meet the applicable contract specifications, and any evidence required by the OWNER that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER. Payment for materials will not constitute final acceptance. It shall be the CONTRACTOR's responsibility to protect the material from damage, theft, loss, or peril while in storage. Unless otherwise prescribed by law, the Value of Materials Stored at the Site shall be paid at the invoice amount up to a maximum of 85% of the Contract Price for those items.

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

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

- A. The ENGINEER will, within 7 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER,

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or return the Application to the CONTRACTOR indicating in writing the ENGINEER's reasons for refusing to recommend payment. In the later case, the CONTRACTOR may make the necessary corrections and resubmit the Application, at which point the 7 days for ENGINEER review will begin again. If the ENGINEER still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for payment and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ENGINEER's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the OWNER to the CONTRACTOR.

- B. The OWNER may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the OWNER on account of the CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within 7 days (with a copy to the ENGINEER) stating the reasons for such action.

14.6 PARTIAL UTILIZATION

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

- 14.7 SUBSTANTIAL COMPLETION. When the CONTRACTOR considers the WORK ready for its intended use the CONTRACTOR shall notify the OWNER and the ENGINEER in writing that the WORK is substantially complete. The CONTRACTOR will attach to this request a list of all work items that remain to be completed and a request that the ENGINEER prepare a Notice of Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the ENGINEER shall make an inspection of the WORK to determine the status of completion. If the ENGINEER does not consider the WORK substantially complete, or the list of remaining work items to be comprehensive, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the WORK substantially complete, the ENGINEER will prepare and deliver to the OWNER, for its execution and recording, the Notice of Completion signed by the ENGINEER and CONTRACTOR, which shall fix the date of Substantial Completion.

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14.8 FINAL APPLICATION FOR PAYMENT. After the CONTRACTOR has completed all of the remaining work items referred to in Paragraph 14.7 and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, record as-built documents (as provided in the General Requirements) and other documents, all as required by the Contract Documents, and after the ENGINEER has indicated that the WORK is acceptable, the CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the OWNER) of all liens arising out of or filed in connection with the WORK.

14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the Application to the OWNER for payment.
- B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
 - 1. Liquidated damages, as applicable.
 - 2. Two times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

- A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-day processing time), the OWNER will release to the CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph 14.5B.
- B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the OWNER within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the OWNER under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

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- 14.11 **CONTRACTOR'S CONTINUING OBLIGATION.** The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Notice of Completion, nor any payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.
- 14.12 **FINAL PAYMENT TERMINATES LIABILITY OF OWNER.** Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less monies withheld as applicable, pursuant to Paragraph 14.10A. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of the OWNER and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act of neglect of the OWNER or of any person relating to or affecting the WORK, except demands against the OWNER for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Notice of Completion.

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

- 15.1 **SUSPENSION OF WORK BY OWNER.** The OWNER, acting through the ENGINEER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the ENGINEER of a notice of resumption of work. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.
- 15.2 **TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)**
- A. In the event of default by the CONTRACTOR, the OWNER may give 10 days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of work meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or ENGINEER's instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the Notice of Termination.
- B. In the event the Agreement is terminated in accordance with Paragraph 15.2A, herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the

SECTION 00700 - GENERAL CONDITIONS

Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.

- 15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for the value of work performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ENGINEER in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.
- 15.4 TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: 1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from the OWNER within this time period; or, 2) the OWNER should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 MISCELLANEOUS

- 16.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK
- A. The CONTRACTOR may use on the Project, with ENGINEER's approval, such stone, gravel, sand, or other material determined suitable by the ENGINEER, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow, or select borrow.
- B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the

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project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.

- C. The CONTRACTOR shall not excavate or remove any material from within the Project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ENGINEER.
 - D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the City and Borough of Wrangell may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such materials are in a stockpile, the ENGINEER may require: That it remain in stockpile; the CONTRACTOR level such stockpile(s); or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the City and Borough of Wrangell from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the City and Borough of Wrangell and the CONTRACTOR.
 - E. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the ENGINEER.
- 16.3 RIGHT TO AUDIT. If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.
- 16.4 ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES. When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ENGINEER. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the ENGINEER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such order(s) shall be covered by an appropriate contract change document.

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- 16.5 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS. All work over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.
- 16.6 GRATUITY AND CONFLICT OF INTEREST. The CONTRACTOR agrees to not extend any loan, gratuity or gift of money of any form whatsoever to any employee or elected official of the OWNER
- 16.7 SUITS OF LAW CONCERNING THE WORK
- A. Should a suit of law be entered into, either by the CONTRACTOR (or the CONTRACTOR's surety) against the OWNER, or by the OWNER against the CONTRACTOR (or the CONTRACTOR's surety), the suit of law shall be tried in the First Judicial District of Alaska.
- B. If one of the questions at issue is the satisfactory performance of the work by the CONTRACTOR and should the appropriate court of law judge the work of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal and all other expenses (as may be allowed and set by the court) incurred by the OWNER because of the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the contract.
- 16.8 CERTIFIED PAYROLLS
- A. All CONTRACTORs or Subcontractor who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).
- B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.
- C. A CONTRACTOR or Subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).
- 16.9 PREVAILING WAGE RATES
- A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The CONTRACTOR, or Subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the WORK.
- B. Failure to Pay Agreed Wages, AS 36.05.080. If it is found that a laborer, mechanic, or field surveyor employed by the CONTRACTOR or Subcontractor has been, or is being, paid a rate or wages less than the established rate, the OWNER may, by written notice, terminate the

SECTION 00700 - GENERAL CONDITIONS

CONTRACTOR or Subcontractors right to proceed with the work. The OWNER may prosecute the work to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the WORK. (Section 2 ch 52 SLA 1959).

- C. Listing CONTRACTOR's Who Violate Contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this list, and no firm, corporation, partnership or association in which the person has an interest, may work as a CONTRACTOR or Subcontractor on a public construction contract for the State, or a political subdivision of the state, until three years after the date of publication of the list. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).

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

16.11 COST REDUCTION INCENTIVE

- A. At any time within 45 days after the date of the Notice of Award, the CONTRACTOR may submit to the ENGINEER in writing, proposals for modifying the plans, specifications, or other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.
- B. The cost reduction proposal shall contain the following information:
1. Description of both the existing contract requirements for performing the WORK and the proposed changes.
 2. An itemization of the contract requirements that must be changed if the proposal is adopted.
 3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
 4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
 5. The contract items of WORK effected by the proposed changes including any quantity variations.
 6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
 7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.
- C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the work attributable to the consideration or implementation of any such proposal.

SECTION 00700 - GENERAL CONDITIONS

- D. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.
- E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has been issued. If any executed Change Order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.
- F. The OWNER, shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in Contract Time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.
- G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.
- H. Acceptance of the cost reduction proposal and performance of the work does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a Contract Time savings, the total Contract Time shall be reduced by an amount equal to the time savings realized.
- I. The amount specified to the CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of WORK. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.
- J. The OWNER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.
- K. The CONTRACTOR shall bear the costs, if any, to revise all bonds and insurance requirements for the project, to include the cost reduction WORK.

END OF SECTION

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

SGC 2.2 COPIES OF DOCUMENTS. *Add* the following:

The OWNER shall furnish to the CONTRACTOR up to 5 copies of the Contract Documents which may include bound reduced Drawings. (Note: Full size drawings (22"x36") are not available for this project.) Additional quantities of the Contract Documents will be furnished at reproduction cost.

SGC 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES. *Add* the following:

In the preparation of the Contract Documents, the Engineer of Record has relied upon:

1. The following report of exploration and tests of subsurface conditions at the site of the WORK:
 - a. Field measurements and visual inspection of the existing structures and surface conditions.

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

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

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

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

3. Employers Liability

Bodily Injury by Accident:	\$100,000.00	Each Accident
Bodily Injury by Disease:	\$100,000.00	Each Employee
Bodily Injury by Disease:	\$500,000.00	Policy Limit

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

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

1. Combined Single Limit

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

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

Combined Single Limit, Bodily Injury and Property Damage \$1,000,000.00

D. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER or the ENGINEER.

E. All policies will provide for 30 (thirty) days written notice prior to any cancellation or non-renewal of insurance policies required under Contract except in the event of no-payment of premium where 10 (ten) days is permissible.

F. The City and Borough of Wrangell shall be named as an "Additional Insured" under all liability coverages listed in this Section, except for workers' compensation insurance.

SGC 14.9 FINAL PAYMENT AND ACCEPTANCE. *Add* the following paragraph:

B. Prior to the final payment the CONTRACTOR shall contact the Alaska Department of Labor (ADOL) and provide the OWNER with clearance from the ADOL for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample letter for this purpose is at the end of this section.

SGC 16.8 CERTIFIED PAYROLLS. *Change* paragraph A. to read:

A. All CONTRACTORS and Subcontractors shall conform to State of Alaska's Title 36 Public Contract Requirements as published in the Wage and Hour Administration Pamphlet 400 latest edition.

B. All CONTRACTORS or Subcontractors who perform work on a public construction contract for the OWNER shall file a certified payroll with Alaska Department of Labor. See Section 00830 - Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination.

Date: _____

To: Alaska Department of Labor
Juneau Field Tax Office
FAX 907-465-2374

From: _____

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

Subject: WRANGELL COURTHOUSE: UPGRADES TO JUDGE'S BENCH AND WITNESS STAND

Timeframe of Contract _____

Please advise whether or not clearance is granted for the following CONTRACTOR or Subcontractor:

Name

Address

Per AS 23.20.265 of the Alaska Employment Security Act, this request is for tax liability clearance and release to make final payment for WORK performed under the subject contract. Please send your response to:

Jeff Jabusch, Borough Manager
City and Borough of Wrangell
PO Box 531
Wrangell, Alaska 99929
Telephone: (907) 874-2381
Fax: (907) 874-3952

- Tax Clearance is granted.
- Tax Clearance is NOT granted.

Remarks: _____

Signature

Date

Title

END OF SECTION

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

State of Alaska, AS 36.05, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010, and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, are made a part of this contract by reference.

The CONTRACTOR is responsible for contacting the Alaska Department of Labor to determine compliance with current regulations.

Required Reporting During Contract (to be provided by every CONTRACTOR and Subcontractor):

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

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

and

Ruby McMurren, Project Manager
City & Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929
T 907.874.3494 / F 907.874.2699
Email wrgpm@wrangell.com

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

Ruby McMurren, Project Manager
City & Borough of Wrangell
P.O. Box 531
Wrangell, AK 99929
T 907.874.3494 / F 907.874.2699
Email wrgpm@wrangell.com

and

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

- C. Per AS 36.05 the Contractor shall file a Notice of Work and a Notice of Completion. AS 36.05 can be found at the following link: <http://labor.alaska.gov/lss/forms/Pam400.pdf>

- D. As part of the **final payment request package**:

A completed Compliance Certificate and Release form (provided in Section 01700 - Project Closeout) from every CONTRACTOR and Subcontractor.

Notice of Completion of Public Works from the Department of Labor (Section 01700 – Project Closeout)

A tax clearance from the Department of Labor is required (Section 01700 - Project Closeout)

END OF SECTION

SECTION 01100 - SUMMARY OF WORK

1.1 SUMMARY

A. Section Includes:

1. Project information
2. Work covered by Contract Documents
3. Contract Type
4. Work Under Separate Contracts.
5. Performance Period and Notice to Proceed
6. Use of Premises
7. Owner's Access.
8. Specifications and Drawing Conventions

1.2 PROJECT INFORMATION

A. Project Identification: Wrangell Courthouse: Upgrades to Judge's Bench and Witness Stand, Wrangell Alaska

1. Project Location: 413 Zimovia Highway, Wrangell, Alaska

B. Owner: City and Borough of Wrangell

1. Owner's Representative: Ruby McMurren, Project Manager

C. Architect: WHPacific, Inc., Contact: Troy Phillips, 3111 C Street, Suite 300, Anchorage, AK 99503, (907) 339-6500, tphillips@whpacific.com.

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1. Mechanical/Electrical Engineering: AMC Engineers, 701 East Tudor Road, Anchorage, AK 99503, Contact: Keith Confer, PE, (907) 257-9100.
2. Structural Engineering: Castner Consulting, P.O. Box 70481, Fairbanks, AK 99707, Contact: David Vanairsdale, PE, (907) 479-2448.
3. Cost Estimating: HMS, Inc. 4103 Minnesota Drive, Anchorage, AK 99503, Contact: Kent Gamble, (907) 561-1653.

1.3 GENERAL

- A The work to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, manufactured articles, labor, transportation and services, including fuel, power, water, and essential communications, and performing all Work or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good

faith shall be provided as though originally so indicated, at no increase in cost to the Owner.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project: The work consists of the demolition and new work required for the Wrangell Courthouse: Upgrades to Judge's Bench and Witness Stand as shown in the Contract Documents. The work includes demolition in selected areas, and new construction of interior renovations.
 - 1. Demolition: Demolition of existing interior walls, flooring, wall and ceiling finishes, counters, countertops, and all related mechanical and electrical systems.
 - 2. New Work: Construction of new walls, floor and ceiling finishes, counters, countertops, and tying in with existing building walls, finishes, and mechanical and electrical systems.

1.5 CONTRACT TYPE

- A. Type of Contract: Single prime contract.

1.6 WORK UNDER SEPARATE CONTRACTS

- A. General: Work may be conducted at the site by other contractors during the performance of the Work under this Contract. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Interference with Work on Utilities: Contractor to cooperate fully with all utility forces of the Owner or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress, and shall schedule the Work so as to minimize interference with said relocation, altering, or other re-arranging of facilities.

1.7 PERFORMANCE PERIOD AND NOTICE TO PROCEED

- A. Performance Period will be as determined in Section 008000, Supplementary Conditions.
- B. Notice to Proceed will be issued as described in Section 007000, General Conditions.

1.8 USE OF PREMISES

- A. General: Contractor shall have use of premises, including use of project site, during the construction period for construction operations where designated in drawings and Section 011400 Work Restrictions, Restrictions affecting work, access, material and equipment delivery, storage, and staging are described elsewhere in the Project Manual.
- B. Use of Site: Limited to work in areas indicated.

1.9 OWNER'S ACCESS

- A. Owner utilizes the existing facility during the entire period of construction for the conduct of normal operations. The Contractor shall cooperate and coordinate with the Owner to facilitate the Owner's operations and to minimize interference with the Contractor's operations at the same time. The Owner will be allowed full access to the entire Project area during the period of construction.

1.10 SPECIFICATIONS AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Definitions
 - 1. Furnish: Supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.
 - 2. Indicated: Directs Contractor to information contained on the Drawings or in the Specifications. Terms such as "shown", "noted," "scheduled," and "specified" also may be used to assist in locating information but no limitation of location is implied or intended.
 - 3. Install: Operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for Owner's use.
 - 4. Installer: Person or firm engaged by Contractor or subcontractor for the performance of installation, erection, or application of work at the site. Installers to be expert in the operations they are engaged to perform.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations and scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01140 WORK RESTRICTIONS

PART 1 GENERAL

1.1 RELATED SECTIONS

- A. General and Supplementary General Conditions
- B. Section 01500 Temporary Facilities and Controls

1.2 DESCRIPTION

- A. Work limitations
 - 1. Site restrictions affecting this project include, but are not necessarily limited to:
 - a. Access to project site
 - b. Off-loading areas for construction deliveries.
 - c. Limits of exterior staging and material storage areas.
 - 2. Interior Building restrictions affecting this project include, but are not necessarily limited to:
 - a. Access to project areas
 - b. Limits of interior staging and material storage areas.
 - c. Use of Owner's vertical transportation.
 - d. Conditions of Owner's Occupancy
 - e. Security and Clearances

1.3 PRODUCT HANDLING

- A. Protection - Use all materials and means necessary to maintain temporary traffic controls, barriers for material storage areas, and protection of Owner's facilities, elevators and stairways, throughout progress of the work.
- B. Replacements - In the event of loss or damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 SITE ACCESS

- A. Vehicular:
 - 1. Points of vehicular access to site for this Contract are limited to municipal streets and entry through the Public Safety Building parking lot. The Public Safety Building parking lot is limited to building access only. No contractor parking will be permitted, except as stated in Paragraph 3.01A.3 below.
 - 2. The Owner shall provide parking for the Contractor at the Public Safety Building parking lot. The Contractor is responsible for providing any additional parking arrangements necessary for the duration of this project for his personnel, subcontractors and suppliers.

3. Off-loading of materials and equipment:

- a. Public Safety Building Lower Level Parking Garage Entrance: The Contractor will be permitted to use the Lower Level Parking Garage for off-loading of materials only. The Owner will not allow the parking of non-delivery vehicles nor extended parking of any vehicle or equipment, except as noted in Paragraph 3.02D below. Except for short periods of time, the vehicle operator must remain with the vehicle. Contractor is responsible for protection of site work including concrete and asphalt paving, curbs, landscaping and striping.
- B. Pedestrian: Points of entry into the Public Safety Building for this Contract is limited. The main, east entrance is a secured public entry, with security equipment and personnel. West rear entrance at the lower parking garage may be used after Owner has obtained security clearances for the Contractor's personnel, and has issued keys to the Contractor for those personnel.

SITE STAGING, STORAGE AND WASTE DISPOSAL

- A. Whenever possible material deliveries shall be off-loaded and transported to the exterior project storage or construction area, without delay. Arrange product deliveries in accordance with construction scheduling requirements, in such a way as to minimize a build up of materials at traffic areas. The Contractor shall be responsible for protection of materials during delivery, off-loading and transportation to the specified acceptable interior storage areas.
- B. Interior area approved for staging and storage of materials include:

The Witness Room on the 2nd floor will be provided for small mechanical and electrical materials storage. No other interior staging and storage of materials for this project is allowed in the Public Safety Building.

 1. The Witness Room on the 2nd floor shall be provided for storage for small work items. Contractor shall segregate his materials and equipment from any furnishings currently stored in that area.
 2. Construction work areas – during the course of construction only. Material storage in construction areas is limited to non-occupied period after start of construction in that area and prior to Substantial Completion in that area.
- C. Exterior areas approved for staging and storage of materials are:
 1. A designated material storage area will be designated at the Lower level parking garage. This site provides entry to the building and access to elevator.
 2. A designated “footprint” for a forklift or other heavy lifting equipment. Contractor shall provide necessary precaution and provide protection to prevent damage to the landscaping and site finishes, as required by General and Supplementary Conditions. The paving at the Public Safety Building is reinforced minimum 3000PSI concrete.
 3. Construction work areas – during the course of construction only. Material storage in construction areas is limited to non-occupied period after start of construction in that area and prior to Substantial Completion in that area.

D. Site Waste Disposal

1. The Contractor shall use a truck for waste storage and disposal, and shall remove waste consistently as needed by project conditions, and to prevent overflow of construction waste. Waste shall be deposited at City of Wrangell's Materials Transfer Facility.

3.3 VERTICAL TRANSPORTATION

- A. The Contractor is limited to the use of all stairways and elevator for transportation of materials and equipment.
- B. Provide and maintain adequate protection for the Owner's equipment while in use, and ensure that loads do not exceed posted elevator load capacity. Maintain Owner's equipment neat and clean.
- C. Provide temporary signage at 1st floor lobby wall and within elevator to notify public that elevator is inaccessible during Contractor's use. Remove signs and restore elevator to satisfactory condition for public operation, after Contractor's use.
- D. Do not store materials in stairways or elevators. Comply with fire exiting regulations which prohibit limiting free access within stairways, and at entrances to stairways, at any time.

3.4 OWNER'S OCCUPANCY

- A. The Owner will continue to occupy and operate the building. The Contractor shall coordinate with the Owner to allow normal operations to continue and shall cooperate with Owner in construction operations to minimize conflict and to facilitate Owner usage. Contractor shall at all times conduct his operation to insure the least inconvenience to staff, visitors, and the general public.
- B. Contractor shall attempt to schedule any work which could interfere with the Owner's operation after normal work hours (8:00 A.M. - 5:00 P.M). Specific work activities which will be required to be performed after normal work hours are:
 1. Demolition and rebuild of the Clerks Counter.
 2. Any water shut offs for plumbing, heat or fire protection.
 3. Carpet replacement in Clerk's office and Clerk's Lobby
- C. Noisy work in the courtroom or jury room during Court's use of any adjacent rooms for court proceedings. A schedule will be provided to the Contractor. Not all court proceedings can be foreseen or scheduled in advance. Contractor will be given as much notice as possible for any non-scheduled court proceedings.

Disruption of Operations: Any work deemed by the Owner or Contractor to be disruptive to operations or record of the court due to excessive noise, vibration or other reasons will be required to be performed after normal working hours. The Contractor must schedule and coordinate such work with the Owner prior to proceeding with work.

- D. After substantial completion schedule work to maintain Owner's operation, Include in the contract sum sufficient funds as may be required for any "after hours" work caused by this requirement. No additional payment to Contractor will be authorized because of Contractor's failure to anticipate "after hours work".

3.5 SECURITY AND CLEARANCES

- A. Access to the building will be permitted with a limited issuance of keys which will be distributed by the Owner and signed for by the Contractor. The Contractor is responsible for tracking and safeguarding those keys and must return them to the Owner as a condition of final payment. No duplications are to be made by the Contractor. Should loss of the keys occur, the Contractor shall advise the Owner immediately, and will be responsible for replacement keys and rekeying costs if necessary.

- B. Prior to commencing work on site, the Owner will require that a security check be conducted on all Contractor personnel and all subcontractor personnel who will work on the Public Safety Building premises. The Contractor shall obtain Criminal History Reports for all personnel requiring access to the Public Safety Building for this project from the Alaska Dept. of Public Safety. There is a fee from the Dept. of Public Safety for Criminal History Reports, and the Contractor shall include such costs in his bid. Report shall be submitted to the Owner for review and security clearance 48 hours prior to requesting access on site. Any person, including the Contractor or any principal, officer or employee of the Contractor, or principal, officer, or employee of a Subcontractor, who has been convicted of any felony or any crime involving moral turpitude within the previous ten years, or who has pending court actions, is prohibited from working on court premises until such a time as the charges are dismissed. The Owner may limit or reject certain individuals if their presence is determined by the Contracting Officer to be detrimental to the normal conduct of business.

Much of the business of the Alaska Court System is necessarily confidential and not subject to public disclosure. The confidentiality of draft opinions, internal memoranda, conversations regarding pending issues and other court business is essential to the court's function. Additionally, records related to personnel issues, procurement proceedings, internal policy discussions, and other administrative issues are also confidential. Prior to commencing any work under this

contract, the Contractor and any Subcontractor shall inform all principals, officers, and employees working on the premises that the disclosure of any confidential court business observed or overheard may result in permanent removal from the premises and may be grounds for termination of contract.

END OF SECTION

**SECTION 01230
ALTERNATES**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Additive Alternate No. 1

1. Alternate: Public Restrooms 222 and 223 - ADA compliant improvements and new finishes and fixtures including all related structural, mechanical, and electrical work as shown on the Drawings and as specified in related specification sections.

B. Additive Alternate No. 2

1. Alternate: Square yard (SY) cost of additional carpet in areas indicated on Sheet A-105 – Finish Plan, Additive Alternate 2, including all related work as shown on the Drawings and as specified in related specification sections. SY cost to include:
 - a. Deduct cost of patch work in Base Bid that has new carpet under this Alternate.
 - b. Removal and reinstallation of seating in Spectator's Area.
 - c. Removal and disposal of carpet in indicated areas on Sheet A-105.
 - d. Preparation of floor to receive new carpet.
 - e. Installation of new carpet in Clerk's Office 235 and corridor extending to Lounge 244, Clerk's Lobby 234, Sound Lock 225, Jury Room 227, and Courtroom 228.
 - f. Transition strips at all new changes in floor finish.

END OF SECTION

**SECTION 01290
PAYMENT PROCEDURES**

PART 1 GENERAL

1.1 SCHEDULE OF VALUES

- A. Submit Schedule of Values with Final Schedule required in Section 013100, and prior to first Request for Payment.
- B. Schedule of values should include the following information:
 - 1. Item or Activity Number
 - 2. Description of Work.
 - 3. Scheduled Value (\$).
- C. Examples of item to be described include; Items for each separate stage of work, Site Mobilization, Demolition, Framing, etc. Work items to be accomplished by a subcontractor should include subcontractor's name, e.g. Glazing (AAA Glass)
- D. Schedule of Values must be reviewed and approved by Owner prior to approval of first Request for Payment.

1.2 REQUEST FOR PAYMENT

- A. Submit typed request for payment on forms provided by the Owner. Request for Payment and Pay Request Itemization Sheet shall use the item number, description of work and scheduled value as approved for the Schedule of Values. Sample copies of the forms are attached to this section.
- B. Submit one draft copy of each request for payment by the first of the month. Draft copy shall be reviewed and adjusted as needed and agreed by the Owner and Contractor to reflect actual project progress and withholdings.
- C. Submit three original signed and notarized adjusted copies of each request for payment by the 10th of the month. No more than one request for payment shall be allowed each month.
- D. Contractor shall provide all substantiating information, including but not limited to, updated progress schedule, certified payroll reports, material invoices, freight receipts, test reports, daily field reports, data sheets and data justifying amounts questioned when requested by the Owner to confirm amounts shown on request for payment.

END OF SECTION

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE OF PAGES

TO OWNER:

City & Borough of Wrangell, Alaska
P.O. Box 531, Wrangell, AK 99929

PROJECT: Wrangell Courthouse Upgrades

APPLICATION NO: _____

PERIOD TO: _____

PROJECT NOS: _____

CONTRACT DATE: _____

- OWNER
 CONSTR. MGR.
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

VIA CONSTRUCTION MANAGER: _____

CONTRACT FOR: _____

VIA ARCHITECT: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Application for Payment Worksheet(s) is attached.

- 1 **ORIGINAL CONTRACT SUM** \$ _____
- 2 **Net Change by Change Orders** \$ _____
- 3 **CONTRACT SUM TO DATE (Line 1 + 2)** \$ _____
- 4 **TOTAL COMPLETE & STORED ON SITE** \$ _____
(Column I on Worksheet)
- 5 **RETAINAGE:**
- a. _____ % X Completed Work \$ _____
(Columns D + E on Worksheet)
- b. _____ % X Stored Material \$ _____
(Column F on Worksheet)
- Total Retainage (Line 5a + 5b or
Total of Column K of Worksheet) \$ _____
- 6 **TOTAL EARNED LESS RETAINAGE** \$ _____
(Line 4 less Line 5 Total)
- 7 **LESS PREVIOUS CERTIFICATES FOR PAYM'T** \$ _____
(Line 6 from prior Certificate)
- 8 **CURRENT PAYMENT DUE (Line 6 less Line 7)** \$ _____
- 9 **BALANCE TO FINISH, INCL. RETAINAGE** _____
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Worksheet that changed to conform to the amount certified)

CERTIFIED BY CONSTRUCTION MANAGER:

By: _____ Date: _____

CERTIFIED BY ARCHITECT

By: _____ Date: _____

APPROVED BY OWNER

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED AND APPROVED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SECTION 01310
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination drawings.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.

1.2 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.
 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing

plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.

6. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Owner and Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. Owner/Architect's Action: Owner/Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Owner/Architect after 1:00 p.m. will be considered as received the following working day.
 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.

2. Owner/Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Owner/Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner/Architect in writing within 10 days of receipt of the RFI response.
- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Owner and Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Owner/Architect's response was received.
- E. On receipt of Owner/Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owner/Architect within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises and existing building.
 - m. Work restrictions.
 - n. Working hours.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Procedures for moisture and mold control.
 - r. Procedures for disruptions and shutdowns.
 - s. Construction waste management and recycling.
 - t. Parking availability.
 - u. Office, work, and storage areas.
 - v. Equipment deliveries and priorities.
 - w. First aid.
 - x. Security.
 - y. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Owner and Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.

- m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at regular intervals.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.

- 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

**SECTION 01320
CONSTRUCTION PROGRESS DOCUMENTATION**

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's construction schedule.
 2. Construction schedule updating reports.
 3. Daily construction reports.
 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 2. Predecessor Activity: An activity that precedes another activity in the network.
 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
1. Working electronic copy of schedule file, where indicated.
 2. PDF electronic file.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. Construction Schedule Updating Reports: Submit with Applications for Payment. E.

Daily Construction Reports: Submit at weekly intervals.

- F. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
 - 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 3. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Owner and Architect's administrative procedures necessary for certification of Substantial Completion.
 - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Limitations of continued occupancies.
 - b. Uninterruptible services.
 - c. Use of premises restrictions.
 - d. Seasonal variations.
 - e. Environmental control.
 2. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
- 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)
- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.
- 2.3 REPORTS
- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Owner, Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

**SECTION 01330
SUBMITTALS**

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 2. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Owner and Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Owner's and Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Owner Architect and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- C. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Owner/Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Owner.
 - d. Name of Architect.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.
 4. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Owner/Architect will discard submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name and address of Owner.
 - 6) Name and address of Architect.
 - 7) Name of Contractor.
 - 8) Name of firm or entity that prepared submittal.
 - 9) Names of subcontractor, manufacturer, and supplier.
 - 10) Category and type of submittal.
 - 11) Submittal purpose and description.
 - 12) Specification Section number and title.
 - 13) Specification paragraph number or drawing designation and generic name for each of multiple items.

- 14) Drawing number and detail references, as appropriate.
- 15) Indication of full or partial submittal.
- 16) Transmittal number.
- 17) Submittal and transmittal distribution record.
- 18) Remarks.
- 19) Signature of transmitter.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Owner/Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Owner.
 - d. Name of Architect.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number.
 - q. Submittal and transmittal distribution record.
 - r. Other necessary identification.
 - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.

- E. Options: Identify options requiring selection by Owner/Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Owner's/Architect's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Owner/Architect's action stamp.

PART 2 PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. Deliver all submittals to Owner. Transmit all submittals either electronically, or if unable to transmit electronically (i.e. samples, etc.), submit sufficient copies of submittals for Owner to retain one (1) copy and Consultants to retain two (2) copies. Additional paper copies will be returned to Contractor with review comments. Electronic submittals will be electronically returned with review comments. Owner and Architect will review and return submittals and resubmittals within fourteen (14) days after receipt. Incomplete submittals will be rejected. Transmit submittals in such sequence as to avoid delay in the Work.
- B. Identify Project, Contractor, subcontractor or supplier; pertinent contract drawings sheet and detail numbers and specification section number and location in Work. Submittals for each section shall be submitted individually.
- C. Apply Contractor's stamp, signed, certifying that review, verification of products required, field dimensions, adjacent construction Work and coordination of information is in accordance with the requirements of the Work and the Contract Documents.
- D. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.

2.2 SHOP DRAWINGS AND PRODUCT DATA, CERTIFICATES, INSTRUCTIONS

- A. Submit a total of four copies of each submittal for Architect/Owner to review and retain. Provide additional copies of submittal as needed by Contractor for Architect/Owner review and return to Contractor. Copy size shall be 8-1/2" by 11", 8-1/2" by 14", or 11" by 17".
- B. Mark each copy to identify applicable products, details, models, options and other project specific data.
- C. Supplement manufacturer's standard data to provide information unique to this project. Show reference standards, performance characteristics and capacities, electrical characteristics, wiring and piping diagrams and controls, component parts finishes, dimensions, details and required clearances.

2.3 SAMPLES

- A. Submit two sets of samples for Architect/Owner to review, select and retain. Provide additional sets of samples as needed by Contractor for Architect/Owner to review, select and return to Contractor. Owner shall keep one set of samples at the project site for on site reference. Include identification on each sample with full project information.
- B. Submit samples to illustrate functional and aesthetic characteristics of the product with integral parts and attachment devices. Coordinate samples submittals for interfacing work.
- C. Submit samples of finishes from the full range of manufacturer's standard colors, textures and patterns or in custom finishes if specified, for Architect's selection.

2.4 SUBSTITUTIONS

- A. Reference Division 00, Procurement Documents, for substitution requests during Pre-Construction phase. No request will be considered from subcontractors or suppliers directly. To be considered, requests for substitution must conform with this Section.
- B. In connection with the use of any substitute item approved by the Architect or Owner, it shall be in the Contractor's responsibility to see that such items meet all space requirements, and that any alterations to connecting items necessitated by use of the alternate items are properly made, at no increase in cost to the Owner.
- C. Specific reference in the specifications to any article, device, product, materials, form or type of construction, etc., by name, make or catalog number, shall be interpreted as establishing a standard of quality and/or color and shall not be construed as limiting competition.
- D. In making a request for substitution, Contractor represents:

1. He has personally investigated proposed product or method, and determined that it is equal or superior in all aspects to that specified, and that any significant variation between the product specified and the proposed product that would affect the use of product, operation of building systems, or exposed appearance of product has been identified to the Owner.
2. He will provide the same guarantee for substitution as for product or method specified and that he waives all claims for additional costs related to substitution which consequently becomes apparent.
3. He will coordinate installation of accepted substitution as for product or method specified.

E. Substitution review:

1. Owner will be sole judge of acceptability of any proposed substitution and only approved substitutions may be used on Contract Work.
2. Each request for substitution approval shall include:
 - a. The identity of product for which substitution is requested, identity of substitution, and quality comparison of proposed substitution with specified product.
 - b. Changes required in other work because of substitution and effect on construction progress schedule.
 - c. Availability of local (Anchorage, Palmer, Wasilla, Alaska) maintenance service and source of replacement materials.

2.5 CERTIFIED PAYROLL

- A. The Contractor shall submit daily reports on a weekly basis. Reference Supplementary Conditions for content and submittal of daily reports.
- B. The Contractor shall provide one copy of all certified payrolls which are submitted to the State Department of Labor to the Owner for review.
 1. Certified payrolls shall be submitted weekly while work is proceeding for all Contractor and subcontractor personnel on site.
 2. At completion of each subcontractor's on-site work, a final certified payroll shall be submitted with the wording "FINAL" denoted on it.

PART 3 EXECUTION - Not Used.

END OF SECTION 01330

SECTION 01400
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. **Quality-Assurance Services:** Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. **Quality-Control Services:** Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect .
- C. **Mockups:** Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.
- D. **Laboratory Mockups:** Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. **Preconstruction Testing:** Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. **Product Testing:** Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities

having jurisdiction, to establish product performance and compliance with industry standards.

- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.

3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.7 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

**SECTION 01420
REFERENCES**

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.access.gpo.gov/nara/cfr	(888) 293-6498 (202) 512-1530
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
	Available from General Services Administration www.fss.gsa.gov	(202) 501-1021
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point www.dodssp.daps.mil	(215) 697-6257
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(202) 862-5100
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association	(847) 303-5664

	www.aamanet.org	
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	APA – The Engineered Wood Association www.apawood.org	(253) 565-6600
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800

ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) www.awci.org	(703) 534-8300
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
CCFSS	Center for Cold-Formed Steel Structures www.umn.edu/~ccfss	(573) 341-4471
CDA	Copper Development Association Inc. www.copper.org	(800) 232-3282 (212) 251-7200
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CLFMI	Chain Link Fence Manufacturers Institute	(301) 596-2583

	www.chainlinkinfo.org	
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.asce.org	(800) 548-2723 (703) 295-6300
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
FM	Factory Mutual System (See FMG)	
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900

HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) www.igmaonline.org	(613) 233-1510
ISO	International Organization for Standardization www.iso.ch	(412) 274-9011
ITS	Intertek www.intertek.com	(800) 345-3851 (607) 753-6711
MFMA	Maple Flooring Manufacturers Association www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association (The) www.naima.org	(703) 684-0084
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association	(301) 657-3110

	www.necanet.org	
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
SDI	Steel Deck Institute www.sdi.org	(847) 462-1930
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234

SIGMA	Sealed Insulating Glass Manufacturers Association (See IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TPI	Truss Plate Institute, Inc. www.tpinst.org	(608) 833-5900
UL	Underwriters Laboratories Inc. www.ul.com	(800) 285-4476 (847) 272-8800
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 661-4261
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WMMPA	Wood Moulding & Millwork Producers Association	(800) 550-7889

	www.wmmpa.com	(530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 548-0112
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

C. City of Palmer: Standard Construction Specifications.

D. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.iccsafe.org	(703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543

E. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-6816
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOE	Department of Energy www.eren.doe.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(202) 366-4000

FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111 (202) 501-1888
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

**SECTION 01450
SAFETY PROCEDURES**

PART 1 GENERAL 1.01

PRELIMINARY WORK

- A. Prior to start of and during course of the Work, Contractor shall make a thorough survey of entire work site to determine all potential hazards. Workmen shall be made aware of those hazards and shall be instructed in procedures and use of equipment for their protection. Contractor shall verify location and condition (live or dead) of all utilities on and near worksite and take precautions to protect his employees, general public, and property.

1.02 IMMINENT DANGER

- A. Contractor shall be wholly responsible for any accidents (including death) occurring at any time during progress of Work and until final acceptance of Work by Owner, which may happen to any of his workmen or those of any Subcontractor employed on the project, or for any damage or injuries (including death) which his work and operations may cause to Work being constructed, or to existing buildings, or to any tenants and occupants of property, or of adjoining properties, or to public, or to any public or private property.

1.03 SAFETY

- A. Contractor shall ensure that all employees, visitors, subcontractors' employees, and suppliers' employees, while on worksite, comply with requirements of OSHA, these requirements and safety precautions contained in several specifications sections. Contractor shall promptly and fully comply with, execute, and without separate charge thereof to Owner, shall enforce compliance with provisions of the latest issue of the Alaska Department of Labor Occupational Safety and Health Standards.

- B. Contractor shall immediately advise Owner of inspections conducted by OSHA at worksite, and shall transmit copies of citations and violations to Owner.

1.04 CONTRACTOR'S SAFETY PROGRAM

- A. A safety program shall be submitted in writing to Owner for review, 14 days prior to issuance of notice to proceed with start of work on site. Proposed safety program shall include name, experience, and qualifications of Contractor's proposed Safety Supervisor. Implementation and enforcement of safety program for forces of Contractor and all Subcontractors shall be the responsibility of Contractor.

- B. Responsibilities of Safety Personnel - For each of the responsibilities named below, Contractor shall list name and title of responsible individual, scope of his authority, title of person he reports to, and outside duties assigned to him.

1. Safety Program execution responsibility.
2. Worksite Inspection responsibility.
3. Worksite first aid medical treatment responsibility and emergency first aid program.

C. Safety Program shall include

1. Accident Prevention including indoctrination and safety education of new employees; Worksite Inspections -- Scope and Frequency; Employee Protective Devices including personal devices required and available, safety devices required and available.
2. Protection of Public, including pedestrian control, traffic control, and protective devices available.
3. Accident Procedures including Doctor/Hospital arrangements – emergency and non-emergency; Worksite Accident Devices: First aid supplies, substitute ambulance, other; Accident investigation and paperwork handling.
4. Subcontractor Safety including responsibility for subcontractor safety; inclusion of safety program in subcontract; specific requirements of subcontractor to promote safety and health.
5. Other Safety and Health Features of Program including site conditions/security, housekeeping procedures and security responsibilities and procedures.
6. Health Facilities and Concerns: Changing rooms, adverse weather plans, other.
7. Other loss control procedures to be used beyond specification minimum requirements, and as required in Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION -Not Used

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. General and Supplementary Conditions
- B. Section 11400 Work Restrictions

1.2 DESCRIPTION

- A. Work included - Temporary facilities and controls required for this work include, but are not necessarily limited to:
 - 1. Temporary utilities.
 - 2. Enclosures such as tarpaulins, barricades and canopies.
 - 3. Fire protection.
 - 4. Temporary heat.
 - 5. Temporary hoisting facilities

1.2 PRODUCT HANDLING

- A. Protection - Use all means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of the work.
- B. Replacements - In the event of loss or damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

PART 2 PRODUCTS 2.1

UTILITIES

- A. Temporary Utilities: Provide and pay all costs for telephone required for performance of the work, unless otherwise noted below. The Owner will pay for reasonable utility costs for electricity, water and sewer.
- B. Temporary Water: Contractor may use on-site water supply and protect from freezing. Provide required connections and extend system to work area. Upon completion of the work, remove all such temporary piping.
- C. Temporary electricity:
 - 1. Furnish and install all necessary temporary wiring and associated equipment. Upon completion of the work, remove all temporary wiring.

2. Ascertain where electrical service is available; provide required connections and extend system to work area.

2.2 TEMPORARY SANITARY FACILITIES

- A. Existing public and staff toilets in the project building may be used by Contractor during this work.

2.3 ENCLOSURES AND BARRICADES

- A. Furnish, install, maintain, throughout the duration of construction, all required barricades, scaffolds, warning signs, and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety and other regulations.
- B. Provide barriers and signage required to prevent public entry to the construction, staging, and storage areas and to protect adjacent areas from damage by construction operations.
 1. The Contractor shall provide and maintain signage and barriers around all material storage and equipment at any interior and exterior staging areas. Barriers must allow public access at public sidewalks, building parking areas, public and secured entries.
 2. The Contractor shall provide and maintain signage, fencing and barriers as needed to protect public from overhead hazards from cranes and lifting equipment while equipment is in operation.
 3. The Contractor shall provide facility wide barriers and signage as necessary to allow normal, safe, and secure business operation.

2.4 TEMPORARY FIRE PROTECTION

- A. Provide fire protection equipment during entire construction period as required by authority having jurisdiction.
- B. Provide and maintain necessary facilities and equipment to safeguard project against fire damage.

2.5 TEMPORARY HEAT AND VENTILATION

- A. Provide temporary heat, fuel and services as necessary to protect all work and materials against injury from dampness and cold until final acceptance of all work and material in the Contract.
- B. Provide temporary heat and ventilation throughout enclosed construction area to maintain existing ambient temperatures and humidity levels at occupied areas of building, and to provide adequate ventilation to meet health regulations for safe working environment.

- C. Maintain ventilated areas in clean condition to avoid undue circulation of dust and air-borne particles.

2.6 TRAFFIC MAINTENANCE CONTROL

- A. Whenever Contractor's operations affect public vehicular or pedestrian traffic, Contractor shall be responsible for installation and maintenance of any and all traffic control devices as deemed necessary by authority having jurisdiction.

PART 3 EXECUTION

3.1 REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for safe and proper completion of work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by Owner. Clean and repair damage caused by temporary installations or use of temporary facilities. Restore existing facilities used for temporary services to specified or original condition.

END OF SECTION

**SECTION 01600
COMMON PRODUCT REQUIREMENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "References" for applicable industry standards for products specified.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 4. Technical Specification Sections for specific requirements for warranties on products and installations specified to be warranted.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use CSI Form 13.1A.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

- e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- 1. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 1 Section "Submittal Procedures."
 - b. Use product specified if Architect cannot make a decision on use of a comparable product request within time allocated.
- D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and

limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.

- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.
 - 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

**SECTION 01710
CLEANING**

PART 1 GENERAL

1.1 GENERAL

- A. Work included: Throughout the construction period, maintain the project site where work is carried out in a standard of cleanliness as described in this section.
- B. Related work described elsewhere: In addition to standards described in this section, comply with all requirements for cleaning as described in other various sections of these specifications.

1.2 QUALITY ASSURANCE

- A. Inspection: Conduct daily inspections and more often if necessary, to verify that requirements of cleanliness are being met.
- B. Codes and Standards: In addition to the standard described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction.

PART 2 PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide all required personnel, equipment and materials needed to maintain specified standard of cleanliness.

PART 3 EXECUTION

3.1 PROGRESS CLEANING

- A. General: Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work or caused as a result of the Work. Provide adequate storage for all items, awaiting removal from the job site, observing all requirements for fire prevention and protection of the ecology.
 - 1. Retain all stored items in an orderly arrangement allowing maximum access. Do not impede drainage or traffic and provide required protection of materials.

2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack, tidy or otherwise service.
3. Maintain the site in a neat and orderly condition at all times to the satisfaction of the Owner.
4. Construction activities shall be monitored on a daily basis to determine if tracking of dirt and debris from construction areas onto the adjacent areas has occurred. Any cleanup necessary, including sweeping, vacuuming or stain removal, shall be accomplished on a daily basis by the Contractor. Washing dirt and debris into the storm drains is not permitted.
5. If additional cleaning by janitorial personnel is required due to contractor related construction activities the contractor will be charged.

B. Dust Control:

1. Maintain continuous cleaning and wetting procedures to control dust pollution at the project site and haul routes as required by governing authorities and Contract Documents. Use power sweepers for street cleaning. Schedule cleaning so that resultant dust and contaminants will not fall on newly coated surfaces.
2. Prevent dust and particle infiltration into diffusers, vents and ductwork to remain, and to above ceiling plenum areas. Contain all dust and debris within project areas, removed from occupied spaces. Provide cleaning as needed to control and contain dust.
3. Any dust removal necessary from spaces outside construction areas, including dusting, sweeping and vacuuming, shall be provided when requested by Owner.

C. Clean toilet facilities provided by Owner and used by Contractor on a daily basis, after completion of daily work shift.

3.2 CLOSEOUT CLEANING

- A. Execute prior to Substantial Completion.
- B. Employ skilled workmen for final cleaning.
- C. Fully clean all project work areas, project storage, staging and transport areas.
- D. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, temporary labels, protection films, and other foreign matter from sight exposed interior and exterior surfaces, including wall surfaces.

- E. Clean all interior and exterior surfaces exposed to view. Polish wood, clean transparent and glossy surfaces, vacuum carpeted and soft surfaces, clean hard flooring surfaces as per manufacturer recommendations. Clean equipment and fixtures to a sanitary condition.
- D. Clean all light fixture and lenses of dust and dirt. Clean or replace filters on mechanical equipment.
- E. As necessary and as may be directed by Owner, clean duct interiors, grilles, louvers, dampers of all dust and dirt.

END OF SECTION

**SECTION 017419
CONSTRUCTION WASTE MANAGEMENT**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous construction waste.
 - 2. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction.
 - 2. Division 02 Section "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 SUBMITTALS

- A. Waste Management Plan: Submit 3 copies of plan within 30 days of date established for the Notice of Award.

- C. Landfill Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

EEND OF SECTION

**SECTION 17800
CONTRACT CLOSEOUT**

PART 1 GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A Section 017839 – Project Record Drawings
- B. Section 017823 – Operations and Maintenance Data

1.2 SUBSTANTIAL COMPLETION

- A. When Contractor considers Work substantially complete, or is within 72 hours of the projected schedule for substantial completion as defined in contract conditions, Contractor shall submit to the Owner.
 - 1. Written notice that Work is substantially complete or that it is scheduled to be substantially complete on a specific date, and that a Substantial Completion Inspection is requested.
 - 2. List of Items to be completed or corrected.
 - 3. Certificate of Occupancy from governing authorities, or date that the Certificate of Occupancy will be provided.
- B. Owner will, as soon as practicable thereafter, make inspection to determine completion status.
 - 1. Should Owner determine that Work is not substantially complete the Contractor will be notified in writing, giving reasons therefore.
 - 2. Should Owner agree that Work is substantially complete, she will prepare and submit to the Contractor a Certificate of Substantial Completion accompanied with Contractor's list of items to be completed or corrected, as verified and amended by Owner.

1.3 FINAL INSPECTION

- A. During the work week and within 48 hours upon receipt of request for final inspection, submitted by the Contractor, the Owner will re-inspect Work. When Owner finds the Work acceptable under Contract Documents, he will request Contractor to complete outstanding closeout submittals.

1.4 4CONTRACTOR'S CLOSEOUT SUBMITTALS TO PROJECT MANAGER

- A. Wage Certification: Submit final payroll certificates.
- B. Signed Warranty of Work After Final Payment
- C. Alaska Department of Labor's Notice of Completion of Public Interest

- D. Extra Stock materials as specified elsewhere in these Specifications. Additionally provide Inventory Report of stock materials and salvaged materials and equipment. Receipt and approval of inventory by Project Manager to be recorded on Inventory Report.
- E. Operation and Maintenance Manuals in accordance with Section 017900.
- F. Project Record Documents in accordance with Section 017823.
- G. Executed Warranties: See Technical Specification Sections Requirements
- H. Completed Test Results: See Technical Specification Sections Requirements

1.5 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Contractor shall submit to the Project Manager the following items, duly signed and executed (forms attached):
 - 1. Consent of Surety Company to Final Payment
 - 2. Contractor's Affidavit of Payment of Debt and Claims
 - 3. Contractor's Affidavit of Release of Liens
 - 4. Complete and legally effective releases or waivers signed by each of Contractor's direct subcontractors and direct material suppliers, and all persons who have notified Contractor or Owner of a right to make a claim under AS 36.35.020
 - 5. Certificate of Compliance in this section.

PART 2 SPRODUCTS - Not Used

PART 3 NEXECUTION - Not Used

EEND OF SECTION

**OPERATION AND MAINTENANCE DATA
017823**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, finishes and systems and equipment.
 - 5. Manufacturer's product data sheets
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 01 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 3. Division 01 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 4. Divisions 2 through 32 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.3 SUBMITTALS

- A. Initial Submittal: Submit two draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit two copies of each manual in final form at least 15 days before Substantial Completion inspection. Architect will return copy with comments within 15 days after inspection.
 - 1. Correct or modify each manual to comply with Architect's comments. Submit three final copies of each corrected manual within 15 days of receipt of Architect's comments.

1.4 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. List of systems.
 - 3. List of equipment.
 - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name, address, and telephone number of Contractor.
 - 6. Name and address of Architect.
 - 7. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.

8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 1. Include procedures to follow and required notifications for warranty claims.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 1. Standard printed maintenance instructions and bulletins.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training videotape, if available.

- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

- F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

**PROJECT RECORD DOCUMENTS
017839MENTS**

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.

- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 02 through 32 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up Record Drawings.

- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.

- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of a separate submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION

RECONSTRUCTION
1890

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products and installation for patching and extending work. B.

Transition and adjustments

C. Repair of damaged surfaces, finishes, and cleaning.

1.2 RELATED SECTIONS

A. Section 01100 - Summary of Work.

1.3 PROJECT CONDITIONS

A. Environmental Requirements: Execute demolition and renovation in manner to limit unnecessary dust and noise. Burning of materials or stockpiling of demolition materials on site is not allowed.

PART 2 PRODUCTS

2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New Materials: As specified in product Sections, match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspection and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine existing spaces and areas to become familiar with existing conditions and to take measurements which are necessary for renovation work.

B. Verify that demolition is complete, and areas are ready for installation of new work.

C. Beginning of restoration work means acceptance of existing conditions.

3.2 PREPARATION

A. Cut, move, or remove items as necessary for access to alterations and renovation work. Replace and restore at completion.

- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Structural Work not to be cut and patched in a manner resulting in reduction of load-carrying capacity or load/deflection ratio.

3.3 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion and to accommodate occupancy.
- B. Designated Areas: Complete in all respects including operational mechanical and electrical work.
- C. Remove, cut and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
- D. Refinish visible existing surfaces to remain in renovated spaces, to specified condition for each materials, with a neat transition to adjacent finishes.
 - E. In addition to specified replacement of equipment and fixtures, restore existing plumbing, heating, ventilation, and electrical systems to full operational condition.
- F. Install products as specified in individual sections.

3.4 TRANSITIONS

- A. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Project Manager.

3.5 ADJUSTMENTS

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, request instructions from the Project Manager through the DCVR process.

C. Fit work at penetrations of surfaces.

3.6 REPAIR OF DAMAGED SURFACES

A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

B. Repair substrate prior to patching finish.

3.7 FINISHES

A. Finish surfaces as specified in individual product sections.

B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

END OF SECTION