STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
CENTRAL REGION

PROJECT MANUAL FOR:

Statewide Library Archives Museum Phases 2 and 3

Project No. 68816

Volume 1 of 3

RFP DATE: May 4, 2012

State of Alaska
Department of Transportation and Public Facilities
Central Region
4111 Aviation Avenue, Anchorage, Alaska 99502

STATE OF ALASKA

Department of Labor and Workforce Development
Department of Transportation and Public Facilities

SEAN PARNELL, GOVERNOR

Dept. of Labor & Workforce Development
PO Box 111149
JUNEAU, ALASKA 99811-1149
(907) 465-2700 • FAX (907) 465-2784

Dept. of Transportation & Public Facilities
PO Box 112500
JUNEAU, ALASKA 99811-2500
(907) 465-3900 • FAX (907) 586-8365

Dear Prospective Contractor:

If you are considering bidding on an Alaska public works project, please remember the positive benefits of hiring locally. Construction, maintenance, and operation of public works projects are vital to the economic health of Alaska, and good paying jobs associated with such projects are important to Alaskans throughout the state.

Let me encourage you to pay particular attention to employment and training opportunities for residents in villages and communities in the vicinity of the project(s). As you are aware, people that live in rural Alaska do not have the same economic opportunities as those who live in urban areas. Jobs are especially critical in these communities.

One advantage to your company of hiring local residents who are veterans, welfare recipients, or unemployed is that it earns you tax credits. The Work Opportunity Tax Credit (WOTC) program is a surefire boost to local hire efforts. For more information on the tax credit program, contact your nearest Alaska Job Center, call (907) 465-5956, or visit the WOTC website, jobs.state.ak.us/wotc.htm.

The Alaska Departments of Transportation and Public Facilities, Labor and Workforce Development, the Alaska Job Center Network, the Alaska Native Coalition on Employment and Training, and Alaska's construction worker employment and training programs are all working closely together to maximize local hire through training and registered apprenticeship programs producing skilled workers using advanced industry standards.

The State of Alaska can assist by connecting you with skilled workers close to your work site. If you are awarded a contract, we will send you additional information on the business benefits of hiring locally and how to use the free Alaska Labor Exchange System to find qualified Alaska residents.

Your effort to hire locally is a show of good faith between your company and local Alaskan communities. I am sure you will find the benefits are well worth the effort. Good luck in the upcoming construction season, and thank you for putting Alaskans to work.

Sincerely,

Clark ~~Bishop~~
Commissioner
Dept. of Labor and Workforce Development

Marc Luiken
Commissioner
Dept. of Transportation and Public Facilities

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STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

REQUEST FOR PROPOSAL

for CM/GC Construction Contract

Date: **May 4, 2012**

Project Number: **68816**

Name and Location of Project: **Statewide Library Archives Museum Phases 2 and 3**
Juneau, Alaska

Contracting Officer: Joel G. St. Aubin, P.E., Chief of Statewide Public Facilities

Issuing Office: Statewide Public Facilities, Central Region Contracts

■ State Funded ☐ Federal Aid

Description of Work:

This project consists of the construction work required to complete the new Statewide Library Archives Museum Facility in Juneau, Alaska.

Note: This RFP is initiated under the CM/GC Library Archives Museum Project. Refer to Section 00112 Purpose and Basis of Contract.

The Engineer's Estimate is between $90,000,000 and $100,000,000.

All work shall be substantially completed by 1184 days from Notice to Proceed.

Proposer is invited to submit a proposal, in single copy, for furnishing all labor, equipment and materials and for performing all work for the project described above.

Proposal Due Date: July 20, 2012
Anticipated date for Negotiated Contract Price: August 7, 2012.

SUBMISSION OF PROPOSAL

PROPOSAL SHALL BE SUBMITTED ON THE FORMS FURNISHED AND ADDRESSED AS FOLLOWS:

Proposal for Project:
Statewide Library Archives Museum
Phases 2 and 3
Project No. 68816

State of Alaska
Contracts Section
Department of Transportation & Public Facilities
4111 Aviation Avenue
Anchorage, AK 99502

A bid guaranty is NOT required

The Department hereby notifies proposer that it will affirmatively insure that in any contract entered into pursuant to this RFP Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit proposals and will not be discriminated against on the grounds of race color national origin or sex in consideration for an award.

NOTICE TO PROPOSER

Proposer is hereby notified that data to assist in preparing proposal is available from the ADOT&PF Plans Room as follows:

See SC-4.3 in Section 00800 for the list of reports and information the Department used in preparation of the Contract Documents. These reports and information are available on a CD from the ADOT&PF Project Manager (269-0822).

Plans and Specifications may be obtained from:

ADOT&PF Plans Room
4111 Aviation Avenue
Anchorage, AK 99519-6900

Phone: **(907) 269-0408**

All questions relating to design features, constructability, quantities, or other technical aspects of the project should be directed to the following:

Kim Mahoney, P.E. Email: **kim.mahoney@alaska.gov** Phone: **(907) 269-0822**
Fax: **(907) 269-0805**

All questions concerning **proposal procedures** should be directed to:

Sharon L. Smith, P.E.
ADOT&PF
Chief of Contracts
4111 Aviation Avenue
Anchorage, AK 99519-6900

Phone: **(907) 269-0414**

Other Information:

Contract price negotiations shall commence upon receipt of the proposal and shall be conducted in accordance with the provisions in the CM/GC Library Archives Museum Project Professional Services Agreement.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

INSTRUCTIONS TO PROPOSER

The Department is concerned over the manner in which proposals are submitted. Proposers are requested to study and follow these proposal requirements and conditions.

EXAMINATION OF CONTRACT REQUIREMENTS

Proposers are expected to examine carefully the plans, specifications and all other documents incorporated in the Contract to determine the requirements thereof before preparing proposals.

Any explanation desired by Proposers regarding the meaning or interpretation of drawings and specifications must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their proposals. Oral explanations or instructions given before the award of the Contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to the Proposer and its receipt by the Proposer shall be acknowledged.

CONDITIONS AT SITE OF WORK

Proposer is expected to visit the site to ascertain pertinent local conditions such as the location, accessibility and character of the site, labor conditions, the character and extent of the existing work within or adjacent thereto, and any other work being performed thereon.

PREPARATION OF PROPOSALS

(1) Proposal shall be submitted on the forms furnished, and must be manually signed in ink. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the Proposal.

(2) The price schedule will provide for quotation of a price or prices for one or more pay items which may include unit price or lump sum items and alternative, optional or supplemental price schedules or a combination thereof which will result in a total proposal amount for the proposed construction.

Where required on the proposal form, Proposer must quote on all items. When quotations on all items are not required, Proposer should insert the words "no proposal" in the space provided for any item not requiring a quotation and for which no quotation is made.

(3) The Proposer shall specify the price or prices proposed in figures. On unit price contracts the Proposer shall also show the products of the respective unit prices and quantities in the column provided for the purpose and the total amount of the proposal obtained by adding the amounts of the several items. All the figures shall be in ink or typed. In case of a discrepancy between the unit prices and the extensions, the unit prices shall govern.

(4) When provided within the supplements to the price schedule, the Proposer shall specify those Alaska Bidder and Alaska Product preferences applicable to their proposal. All entries made by the Proposer and the designating of applicable preferences must

conform to the requirements of AS 36.30 and the instructions on the forms to warrant consideration.

(5) Neither conditional nor alternative proposals will be considered unless called for.

(6) Unless specifically called for, telefacsimile proposals will not be considered.

(7) Not Used.

BID SECURITY

Not Used.

PROPOSERS QUALIFICATIONS

Before a proposal is considered for award, a subcontract or supplier proposer may be requested by the Department to submit a statement of facts, in detail, as to his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the contemplated work.

SUBMISSION OF PROPOSALS

Proposals must be submitted as directed on the Request for Proposal. Do not include any proposals for other work.

ADDENDA REQUIREMENTS

The proposal documents provide for acknowledgement individually of all addenda to the drawings and/or specifications on the signature page of the Proposal. All addenda shall be acknowledged on the Proposal or by telefacsimile prior to the scheduled time of proposal opening. If no addenda are received by the Proposer, the word "None" should be shown as specified.

Every effort will be made by the Department to insure that proposers receive all addenda when issued. Addenda will be issued to the individual or company to whom proposal documents were issued. Addenda may be issued by any reasonable method such as hand delivery, mail, telefacsimile, telegraph, courier and in special circumstances by phone. Addenda will be issued to the address, telefacsimile number or phone number as provide to the Department by the Proposer unless picked up in person or included with the proposal documents. It is the Proposer's responsibility to insure that he has received all addenda affecting the Request for Proposal. No claim or protest will be allowed based on the Proposer's allegation that he did not receive all of the addenda for a Request for Proposal.

WITHDRAWAL OR REVISION OF PROPOSALS

A Proposer may withdraw or revise a proposal after it has been deposited with the Department, provided that the request for such withdrawal or revision is received by the designated office, in writing, or by telefacsimile, before the time set for opening of proposals.

Telefacsimile modifications shall include both the modification of the unit proposal price and the total modification of each item modified, but shall not reveal the amount of the total original or revised proposals.

RECEIPT AND OPENING OF PROPOSALS

(1) The Department reserves the right to waive any technicality in proposals received when such waiver is in the interest of the State.

PROPOSER PRESENT

Not Used

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

If more than one proposal is offered by any one party, by or in the name of his or their clerk or partner, all such proposals will be rejected.

REJECTION OF PROPOSALS

The Department reserves the right to reject the proposal in accordance with the provisions of the CM/GC Library Archives Museum Project PSA when such rejection is in the best interest of the State; and to reject a proposal as nonresponsive where the Proposer fails to furnish the required documents, fails to complete required documents in the manner directed, or makes unauthorized alterations to the proposal documents.

CONSIDERATION OF PROPOSALS

The Proposer shall, within 5 working days following successful negotiation of the final Contract price, submit a completed Subcontractor List, Form 25D-5, listing all firms with which the prime CONTRACTOR intends to execute subcontracts for the performance of the Contract. The list shall include the name, business address, Alaska business license number and contractor's registration number of each proposed Subcontractor.

If a subcontractor on the list did not have a valid Alaska business license and a valid certificate of registration under AS 08.18 at the time the proposal was opened, the Proposer may not use the subcontractor in the performance of the contract, and shall replace the subcontractor with a subcontractor who had a valid Alaska business license and a valid certificate of registration under AS 08.18 at the time the proposal was opened.

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.

If a Contract is awarded and the Proposer violates this section, the Proposer agrees that the Contracting Officer may:

(1) cancel the Contract without any damages accruing to the State; or

(2) after notice and a hearing, assess a penalty on the Proposer in an amount that does not exceed 10 percent of the value of the Subcontract at issue.

A Proposer may replace a listed Subcontractor who:

(1) fails to comply with AS 08.18;

(2) files for bankruptcy or becomes insolvent;

(3) fails to execute a contract with the Proposer involving performance of the Work for which the Subcontractor was listed and the Proposer acted in good faith;

(4) fails to obtain bonding;

(5) fails to obtain insurance acceptable to the State;

(6) fails to perform the contract with the Proposer involving Work for which the Subcontractor was listed;

(7) must be substituted in order for the prime CONTRACTOR to satisfy required State and Federal affirmative action requirements;

(8) refuses to agree or abide with the Proposer's labor agreement; or

(9) is determined by the Contracting Officer not to be a responsible subcontractor.

In addition to the circumstances described above, the Contractor may request permission from the Contracting Officer to add or replace a listed subcontractor. The request must be made in advance, in writing, specifically detailing the basis for the request, and shall include appropriate supporting documentation. The Contracting Officer will approve the request if it is determined to be in the best interest of the State.

AWARD OF CONTRACT

(1) The letter of Award, if the Contract is to be awarded, will be issued to the Proposer as soon as practicable after successful negotiation of the final Contract Price in accordance with the provisions in the CM/GC Library Archives Museum Project PSA.

(2) The Contract will be awarded to the Proposer following receipt by the Department of all required documents, properly executed, within the time specified in the Intent to Award.

ESCROW OF BID PREPARATION DOCUMENTS

Not Used.

MANDATORY PRE-BID MEETING

Not Used.

SUBSTITUTIONS DURING THE PROPOSAL PERIOD

Comply with Document 00700 – General Conditions, Par. 6.9 – Substitutes or "Or Equal" Items. Comply with the requirements of Section 01600 – Material and Equipment for product options, substitution requirements, and submittal procedures. ***Only Substitution Requests from Proposer will be considered.***

CONVENANT AGAINST CONTINGENT FEES

The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Department the right to annul the Contract, or, at its discretion, to deduct from the Contract price, the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

STATE OF ALASKA
EPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Statewide Library Archives Museum Project, Project number 68816

PURPOSE AND BASIS OF CONTRACT

This request for proposal (RFP) is to establish the cost of phases 2 and 3 of the Statewide Library Archives Museum Project. The initial construction contract was established for phase 1 early site work to be performed by the Construction Manager/General Contractor (CM/GC) chosen by competitive process under State of Alaska Department of Transportation and Public Facilities RFP for project number 68816 Statewide Library Archives Museum Project. Funding for phase 2 will be available beginning July 1, 2012. This project, all phases, is estimated to be a three year construction project. Construction of phase 2 will allow for relocation of Museum Objects to new secure location. To achieve the overall schedule for work under this project as described in the RFP, construction work for phase 2 must be performed prior to phase 3 activities. This remaining work associated with this project (Phases 2 and 3) will be awarded on the basis of a GMP negotiated to include the combined amount of Phase 1 and 2 with consideration of the estimated value of phase 3 at the time of GMP negotiation of phase 2. Thus established, costs and associated fees for work performed in the CPFF initial work described above will be included in the ultimate GMP for the total work of Phases 1, 2 and 3.

A Guaranteed Maximum Price (GMP) approach is used for phases 1, 2, and 3. The contract pricing is based upon a cost-plus-fixed-fee (CPFF) method. The Fixed Fee is determined by multiplying the Fixed Fee Ratio of 3% times the estimated Maximum Allowable Construction Cost. This Fixed Fee Ratio was established as part of the competitive RFP proposal process.

The contractor will obtain competitive pricing from subcontractors and/or suppliers and, with the Department's participation, will evaluate and select subcontractor and/or suppliers that provide best values for the Department in consideration of price, ability to meet schedule, understanding of work scope, and other salient factors. Pricing from subcontractors and/or suppliers will establish part of the Maximum Allowable Construction Cost under CPFF pricing. Alternatively, and as determined appropriate by the Department, the contractor may self-perform some or all of the work within the limits established in the solicitation mentioned above, and price will be determined by allowable and allocable costs, plus a markup as defined in the contract.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Statewide Library Archives Museum Phases 2 and 3
Project Number 68816

REQUIRED DOCUMENTS

At Time of Proposal:

1. As described in 00312.

As Requested by Intent to Award Letter:

2. Subcontractor List
3. Construction Contract
4. Performance Bond (Form 25D-13)
5. Payment Bond (Form 25D-12)
6. Certificate of Insurance (from carrier)

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PROPOSAL

of

NAME _____

ADDRESS _____

_____

To the CONTRACTING OFFICER, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES:

In compliance with your Request for Proposal dated **May 4, 2012** the Undersigned proposes to furnish and deliver all the materials and do all the work and labor required in the construction of Project:

Statewide Library Archives Museum Phases 2 and 3
Project Number 68816

Located at or near Juneau, Alaska, according to the plans and specifications and for the amount and prices named herein as indicated on the GMP/MACC Cost Summary consisting of **4** sheet(s) and the GMP/MACC Cost Proposal as described in Section 00312, which are made part of this Proposal.

The Undersigned declares that he has carefully examined the contract requirements and that he has made a personal examination of the site of the work; that he understands the quantities, where such are specified in the GMP/MACC Cost Summary or on the plans for this project, are approximate only and subject to increase or decrease, and that he is willing to perform increased or decreased quantities of work at the unit prices proposed under the conditions set forth in the Contract Documents.

The Undersigned hereby agrees to execute the said contract and bonds within fifteen calendar days, or such further time as may be allowed in writing by the Contracting Officer, after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case the Undersigned does not, the said Contracting Officer may proceed to award the contract to others.

The Undersigned agrees to commence the work within 10 calendar days and substantially complete the work by **1184 calendar days from Notice to Proceed**, unless extended in writing by the Contracting Officer.

The Undersigned agrees to furnish Payment Bond in the amount of 50% and Performance Bond in the amount of 50% (of the contract), as surety conditioned for the full, complete and faithful performance of this Contract.

The Undersigned acknowledges receipt of the following addenda to the drawings and/or specifications (give number and date of each).

Addendum Number	Date Issued

Addendum Number	Date Issued

Addendum Number	Date Issued

NON-COLLUSION AFFIDAVIT

The Undersigned declares, under penalty of perjury under the laws of the United States, that neither he nor the firm, association, or corporation of which he is a member, has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

The Undersigned has read the foregoing proposal and hereby agrees to the conditions stated therein by affixing his signature below:

_____
Signature

_____
Name and Title of Person Signing

_____
Telephone Number

_____
Fax Number

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

Statewide Library Archives Museum
Phases 2 and 3
Project No. 68816

GMP/MACC Cost Summary

PRICE SCHEDULE

Please Note: Before preparing this price schedule, read carefully, "Instruction to Proposer", "Purpose and Basis of Contract" and the following:

The Proposer shall insert a price in figures opposite each pay item that appears in each price schedule.

The final Contract amount shall be negotiated in accordance with the provisions of Article 13 of the General Conditions as modified by the Supplementary Conditions.

Guidelines for Preparation of Guaranteed Maximum Price Proposal

The Guaranteed Maximum Price (GMP) proposal should be bound and entitled

"Statewide Library Archives Museum
Phases 2 and 3
Project No. 68816"

and must include the date on the cover. Proposal pages must be numbered. Bound inside the proposal in the order specified, should be:

1. Proposal Form (00310).
2. GMP/MACC Cost Summary Form (00312) Summarizing GMP/MACC Cost Proposal in Item 6 below.
3. Executive Summary (brief general summary of scope of work, alternatives etc.)
4. List of Documents used in preparation of Proposal (project specifications and drawings, version and date).
5. Description of Work
   - Specification Listing
   - Assumptions
   - Exclusions
   - Percentage of Work to be Self Performed
   - Unit Prices (if applicable)
   - Allowances (if applicable)
   - Alternate schedule (if applicable)
6. GMP/MACC Cost Proposal
   - A detailed summary of costs using CSI format or other form acceptable to the Department organized according to anticipated bid packages, which include (estimated) quantities, unit prices and cost extensions as applicable.
   - Following the cost summary of the work, the Construction Manager/General Contractor's Fixed Fee amount.
   - Total GMP

MASTER PRICE SCHEDULE	Phase 1 Amount per Awarded Contract thru Change order 1	Phase 2	Adjusted Contract Amount Phase 1&2	Additive Alternate Phase 3.	Adjusted Contract amount phases 1, 2, 3
Total MACC **Enter Total from Sub-Schedule I and II**	$84,047.00				
Fixed Fee 3.0% Times MACC Total [2]	$2,521.00				
Proposed GMP TOTAL[1]	$86,568.00				

[1] Represents Amount proposed prior to contract negotiation

[2] From Proposal Schedule A

SUB-SCHEDULE I

Item No.	Pay Item	Pay Unit	Quantity	Unit Price	Phase 1 Amount per Awarded Contract thru Change order 1	Phase 2	Adjusted Contract Amount Phase 1&2	Additive Alternate Phase 3.	Adjusted Contract amount phases 1, 2, 3
1	Self Performed Work (___% of GMP)	Lump Sum[3]	All Required	(Lump Sum)	$0				
2	CONTRACTOR Costs: General Administration and Support per General Requirements and General and Supplementary Conditions	Cost	All Required	(Allowance)	$21,251				
3	Contactor Costs: Sub Contracts	Lump Sum	All Required	(Lump Sum)	$36,262				
4	Existing Building Concrete Panel Salvage	Unit Price	10						
5	Allowance: Hazardous Materials	Contingent Sum	All Required	(Allowance)					
6	Allowance: Eagle Tree Exhibit	Contingent Sum	All Required	(Allowance)					
7	Allowance Tree Relocation 01 50 99 3.02	Contingent Sum	All Required	(Allowance)					
8	Allowance Museum relocation Assistance. 01 50 99 3.01	Contingent Sum	All Required	(Allowance)					
9	Allowance: FFE	Contingent Sum	All Required	(Allowance)				$2,000,000	
10	Allowance: Coffee Bar TI	Contingent Sum	All Required	(Allowance)					
11	Allowance: Museum TI	Contingent Sum	All Required	(Allowance)					
12	Allowance: Exhibits	Contingent Sum	All Required	(Allowance)				$4,750,000	
13	Allowance: Gift Shop TI	Contingent Sum	All Required	(Allowance)					
14	Allowance: Interior Partition Walls	Contingent Sum	All Required	(Allowance)					
15	Allowance: Signage	Contingent Sum	All Required	(Allowance)					
16	Allowance: Chain Link Fence for secure parking	Contingent Sum	All Required	(Allowance)					
17	Allowance: Artwork Assistance	Contingent Sum	All Required	(Allowance)					

SUB-SCHEDULE II

Item No.	Pay Item	Pay Unit	Quantity	Unit Price	Phase 1 Amount per Awarded Contract thru Change order 1	Phase 2	Adjusted Contract Amount Phase 1&2	Additive Alternate Phase 3.	Adjusted Contract amount phases 1, 2, 3
C1	Construction Contingency (00700/13.03.b.2.i)	Contingent Sum	All Required	(Allowance)	$23,267	$ 5,000,000			
C2	Contractor's Contingency (00700/13.03.b.2.ii)	Contingent Sum	All Required	(Allowance)	$3,267				

Proposed MACC TOTAL **Enter Total here and on line 1 of Master Price Schedule (4)**	$84,047				

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

BID MODIFICATION

Statewide Library Archives Museum
Phases 2 and 3
Project Number 68816

Modification Number: _____

Note: All revisions shall be made to the unadjusted bid amount(s).
Changes to the adjusted bid amounts will be computed by the Department.

PAY ITEM NO.	PAY ITEM DESCRIPTION	REVISION TO UNIT BID PRICE +/-	REVISION TO BID AMOUNT +/-

TOTAL REVISION: $_____

_____
Name of Bidding Firm

_____
Responsible Party Signature **Date**

This form may be duplicated if additional pages are needed.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

SUBCONTRACTOR LIST

Statewide Library Archives Museum
Phases 2 and 3
Project No. 68816

The apparent low bidder shall complete this form and submit it so as to be received by the Contracting Officer prior to the close of business on the fifth working day after receipt of written notice from the Department.

Failure to submit this form with all required information by the due date will result in the bidder being declared nonresponsive and may result in the forfeiture of the Bid Security.

Scope of work must be clearly defined. If an item of work is to be performed by more than one firm, indicate the portion or percent of work to be done by each.

Check as applicable:

[ ] All Work on the above-referenced project will be accomplished without subcontracts greater than ½ of 1% of the contract amount.

or

[ ] Subcontractor List is as follows:

LIST FIRST TIER SUBCONTRACTORS ONLY

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

CONTINUE SUBCONTRACTOR INFORMATION ON REVERSE

I hereby certify the listed Alaska Business Licenses and Contractor's Registrations were valid at the time bids were opened for this project.

Signature of Authorized Company Representative | **Title**

Company Name | **Company Address (Street or PO Box, City, State, Zip)**

Date | ( ) **Phone Number**

FIRM NAME, ADDRESS, PHONE NO.	AK BUSINESS LICENSE NO., CONTRACTOR'S REGISTRATION NO.	SCOPE OF WORK TO BE PERFORMED

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
Civil Rights Office – DBE Program

BIDDER REGISTRATION

All firms must register annually or prior to project award with the Alaska Department of Transportation and Public Facilities (DOT&PF) Civil Rights Officer (CRO). Complete this form for each contractor and subcontractor. Firms will be listed on the bidder registration online directory http://www.dot.state.ak.us/cvlrts/bidreg.shtml.

Name of Firm: _____

Street Address: _____

Mailing Address: _____

Contact Name: _____

Telephone Number: _____

Fax number: _____

E-mail Address: _____

Date Firm was Established: _____

The firm listed above is a (check all that apply)**:**

Prime Contractor?	☐	
Subcontractor?	☐	Identify specialty:
Service Provider?	☐	Identify service:
Material Supplier?	☐	Identify material:
Manufacturer?	☐	Identify product:
Certified DBE? *	☐	*DBE- Disadvantaged Business Enterprise

Firm's gross annual receipts:

- ☐ < $500,000
- ☐ $500,000- $999,999
- ☐ $1,000,000- $4,999,999
- ☐ $5,000,000- $9,999,999
- ☐ $10,000,000- $16,999,999
- ☐ > $17,000,000

Type of contracts/proposals bid by the firm (check all that apply):

☐ Highways ☐ Airports ☐ Transit ☐ AMHS

Signature of Company Representative	**Title**	**Date**

Send this completed form to:
ADOT&PF Civil Rights Office
PO Box 196900
Anchorage, Alaska 99519-6900

OR

You may fax your completed form to:
(907) 269-0847

If you have any questions, please call **(907) 269-0851**.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

CONSTRUCTION CONTRACT

Statewide Library Archives Museum
Phases 2 and 3
Project No. 68816

This CONTRACT, between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, herein called the Department, acting by and through its Contracting Officer, and

_____

Company Name

_____

Company Address (Street or PO Box, City, State, Zip)

a/an [ ] Individual [ ] Partnership [ ] Joint Venture [ ] Sole Proprietorship [ ] Corporation incorporated under the laws of the State of _____, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

WITNESSETH: That the Contractor, for and in consideration of the payment or payments herein specified and agreed to by the Department, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of

Statewide Library Archives Museum
Phases 2 and 3
Project No. 68816

at the Guaranteed Maximum Price provided by the Contractor for the respective estimated quantities aggregating approximately the sum of _____ ($_____) and such other items as are mentioned in the original Proposal, which Proposal and prices named, together with the Contract Documents are made a part of this Contract and accepted as such.

It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work is ordered in writing by the Department. In no event shall the Department be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the Department. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all labor shall be done and performed, in every respect, to the satisfaction of the Department, on or before: _____ or within _____ calendar days. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the Department, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the Department shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the Department shall have the right to recover _____ dollars ($_____) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deduction to be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of $_____ Payment Bond, and $_____ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract and hereby agree to its terms and conditions.

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

(Corporate Seal)

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Signature of Contracting Officer

Typed Name

Date

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PERFORMANCE BOND

Bond No. _____

For

Statewide Library Archives Museum
Phases 2 and 3
Project No. 68816

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____

of _____ as Principal,

and _____

of _____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of

_____ Dollars

($_____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____ A.D., 20_____, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, _____ this _____ day of _____ A.D., 20_____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

_____ _____

Alaska Department of Transportation & Public Facilities Authorized Representative **Date**

See Instructions on Reverse

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.

2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.

3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.

4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.

5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

PAYMENT BOND

Bond No. _____

For

Statewide Library Archives Museum
Phases 2 and 3
Project No. 68816

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____

of _____ as Principal,

and _____

of _____ as Surety,

firmly bound and held unto the State of Alaska in the penal sum of

_____ Dollars

($_____) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____ A.D., 20_____, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____, _____ this _____ day of _____ A.D., 20_____.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: ( ) _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

_____ _____

Alaska Department of Transportation & Public Facilities Authorized Representative **Date**

See Instructions on Reverse

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.

2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.

3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.

4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.

5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
DOCUMENT 00700

GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT FOR BUILDINGS

Modified for CM/GC Contract

ARTICLE 1 - DEFINITIONS.

ARTICLE 2 - AUTHORITIES AND LIMITATIONS

2.1 Authorities and Limitations
2.2 Evaluations by Contracting Officer
2.3 Means and Methods
2.4 Visits to Site

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Incomplete Contract Documents
3.2 Copies of Contract Documents
3.3 Scope of Work
3.4 Intent of Contract Documents
3.5 Discrepancy in Contract Documents
3.6 Clarifications and Interpretations
3.7 Reuse of Documents

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

4.1 Availability of Lands
4.2 Visit to Site
4.3 Explorations and Reports
4.4 Utilities
4.5 Damaged Utilities
4.6 Utilities Not Shown or Indicated
4.7 Survey Control

ARTICLE 5 - BONDS AND INSURANCE

5.1 Delivery of Bonds
5.2 Bonds
5.3 Replacement of Bond and Surety
5.4 Insurance Requirements
5.5 Indemnification

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision of Work
6.2 Superintendence by CONTRACTOR
6.3 Character of Workers
6.4 CONTRACTOR to Furnish
6.5 Materials and Equipment
6.6 Anticipated Schedules
6.7 Finalizing Schedules
6.8 Adjusting Schedules
6.9 Substitutes or "Or-Equal" Items
6.10 Substitute Means and Methods
6.11 Evaluation of Substitution
6.12 Dividing the Work
6.13 Subcontractors
6.14 Use of Premises

6.15 Structural Loading
6.16 Record Documents
6.17 Safety and Protection
6.18 Safety Representative
6.19 Emergencies
6.20 Shop Drawings and Samples
6.21 Shop Drawing and Sample Review
6.22 Maintenance During Construction
6.23 Continuing the Work
6.24 Consent to Assignment
6.25 Use of Explosives
6.26 CONTRACTOR's Records

ARTICLE 7 - LAWS AND REGULATIONS

7.1 Laws to be Observed
7.2 Permits, Licenses, and Taxes
7.3 Patented Devices, Materials and Processes
7.4 Compliance of Specifications and Drawings
7.5 Accident Prevention
7.6 Sanitary Provisions
7.7 Business Registration
7.8 Professional Registration and Certification
7.9 Local Building Codes
7.10 Air Quality Control
7.11 Archaeological or Paleontological Discoveries
7.12 Applicable Alaska Preferences
7.13 Preferential Employment
7.14 Wages and Hours of Labor
7.15 Overtime Work Hours and Compensation
7.16 Covenant Against Contingent Fees
7.17 Officials Not to Benefit
7.18 Personal Liability of Public Officials
7.19 Federally Assisted Projects
7.20 Gratuity and Conflict of Interest

ARTICLE 8 - OTHER WORK

8.1 Related Work at Site
8.2 Access, Cutting, and Patching
8.3 Defective Work by Others
8.4 Coordination

ARTICLE 9 - CHANGES

9.1 DEPARTMENT's Right to Change
9.2 Authorization of Changes within the General Scope
9.3 Directive
9.4 Change Order
9.5 Shop Drawing Variations
9.6 Changes Outside the General Scope; Supplemental Agreement
9.7 Unauthorized Work
9.8 Notification of Surety
9.9 Differing Site Conditions

ARTICLE 10- CONTRACT PRICE; COMPUTATION AND CHANGE

10.1 Contract Price: Guaranteed Maximum Price (GMP)
10.2 Claim for Price Change
10.3 Change Order Price Determination
10.4 Lump Sum Price Change Method
10.5 Cost of the Work Change Method
10.6 CONTRACTOR's Fee

10.7 Cost Breakdown
10.8 Cash Allowances
10.9 Unit Price Work
10.10 Determinations for Unit Prices
10.11 Disadvantaged and Women Business Enterprises (DBE and WBE) Program

ARTICLE 11- CONTRACT TIME, COMPUTATION AND CHANGE

11.1 Commencement of Contract Time; Notice to Proceed
11.2 Starting the Work
11.3 Computation of Contract Time
11.4 Time Change
11.5 Extension Due to Delays
11.6 Essence of Contract
11.7 Reasonable Completion Time
11.8 Delay Damages

ARTICLE 12 - QUALITY ASSURANCE

12.1 Warranty and Guaranty
12.2 Access to Work
12.3 Tests and Inspections
12.4 Uncovering Work
12.5 DEPARTMENT May Stop the Work
12.6 Correction or Removal of Defective Work
12.7 One Year Correction Period
12.8 Acceptance of Defective Work
12.9 DEPARTMENT may Correct Defective Work

ARTICLE 13- PAYMENTS TO CONTRACTOR AND COMPLETION

13.0 Guaranteed Maximum Price (GMP) Allowable Costs, Maximum Allowable Construction Cost (MACC), Fees, and Allowances
13.1 Schedule of Values
13.2 Preliminary Payments
13.3 Application for Progress Payment
13.4 Review of Applications for Progress Payments
13.5 Stored Materials and Equipment
13.6 CONTRACTOR's Warranty of Title
13.7 Withholding of Payments
13.8 Retainage
13.9 Request for Release of funds
13.10 Substantial Completion
13.11 Access Following Substantial Completion
13.12 Final Inspection
13.13 Final Completion and Application for Payment
13.14 Final Payment
13.15 Final Acceptance
13.16 CONTRACTOR's Continuing Obligation
13.17 Waiver of Claims by CONTRACTOR
13.18 No Waiver of Legal Rights

ARTICLE 14- SUSPENSION OF WORK, DEFAULT AND TERMINATION

14.1 DEPARTMENT May Suspend Work
14.2 Default of Contract
14.3 Rights or Remedies
14.4 Convenience Termination

ARTICLE 15- CLAIMS AND DISPUTES

15.1 Notification
15.2 Presenting Claim
15.3 Claim Validity, Additional Information & Project Manager's Action
15.4 Contracting Officer's Decision

ACKNOWLEDGMENT

"The State of Alaska, General Conditions of the Construction Contract for Buildings" is based on the "Standard General Conditions of the Construction Contract" as published by the National Society of Professional Engineers (document number 1910-8, 1983 edition) on behalf of the Engineers Joint Construction Documents Committee. Portions of the NSPE General Conditions are reprinted herein by the express permission of NSPE. Modifications to the NSPE text are made to provide for State laws, regulations, and established procedures.

The granting of permission by NSPE to allow the State of Alaska to preprint portions of the NSPE document 1910-8, 1983 edition does not constitute approval of the State of Alaska General Conditions of the Construction Contract for Buildings.

ARTICLE 1 - DEFINITIONS

Wherever used in the Contract Documents the following terms, or pronouns in place of them, the intent and meaning, unless a different intent or meaning is clearly indicated, shall be interpreted as set forth below.

The titles and headings of the articles, sections, and subsections herein are intended for convenience of reference and will not govern their interpretation. Whenever used in the Specifications or other Contract Documents the following terms have the meaning indicated which are applicable to both the singular and plural thereof. Working titles that have a masculine gender are intended to refer to persons of either sex.

Terms not defined below shall have their ordinary accepted meanings within the context that they are used. Words that have a well-known technical or trade meaning when used to describe work, materials or equipment shall be interpreted in accordance with such meaning.

Acceptance Tests - Quality Control tests taken by the CONTRACTOR, the results for which are used by the DEPARTMENT to determine whether the work complies with the requirements of the Contract Documents.

Access Road - The right-of-way, the roadway, and all improvements constructed thereon connecting the project site to a public thoroughfare.

Addenda - All clarifications, corrections, or changes issued graphically or in writing by the DEPARTMENT after the Advertisement but prior to the opening of Proposals.

Advertisement - The public announcement, as required by law, inviting bids for Work to be performed or materials to be furnished. Advertisement of subcontractor bids shall be in accordance with the CM/GC Subcontractor Solicitation and Award Procedures approved by the DEPARTMENT.

Air Operations Area - For the purpose of these Specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering or parking of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the movement of aircraft in addition to its associated runway, runway safety area, taxiway, taxiway safety area or apron. The Air Operations Area shall also include the secured areas within airport buildings that require access clearance, background checks, and badging for entry.

Airport - Airport means an area of land or water that is used or intended to be used for the landing and takeoff of aircraft, and any appurtenant areas that are used or intended for use for airport buildings or other facilities or right of way, together with airport buildings and facilities.

Application for Payment - The form on which the CONTRACTOR requests progress or final payments and which includes such supporting documentation as is required by the Contract Documents.

Approved or Approval - Means written approval by the Contracting Officer or his authorized representative as defined in Article 2.1.

A.S - Initials that stand for Alaska Statute.

Award - The acceptance, by the DEPARTMENT, of a successful bid. For subcontractor bids, the acceptance of the CM/GC of a successful bid, in accordance with Subcontractor Solicitation and Award Procedures approved by the DEPARTMENT.

Bid Bond - A type of Proposal Guaranty.

Bidder - Any individual, firm, corporation or any acceptable combination thereof, or joint venture submitting a bid for the advertised Work.

Calendar Day - Every day shown on the calendar, beginning and ending at midnight.

Change Order - A written order by the DEPARTMENT directing changes to the Contract Documents, within their general scope.

Contingent Sum – When payment schedule Section 00312 contains a Contingent Sum pay unit, the Work covered shall be performed only upon the written Directive of the Project Manager. Payment shall be made as provided in the Directive.

Construction Contingency - An amount established by the DEPARTMENT for its sole use in accordance with Article 13 of the General Conditions.

Construction Manager/General Contractor (CM/GC) - The individual, firm, corporation or any acceptable combination thereof, contracting with the DEPARTMENT to provide Pre-construction Services, and once a GMP is established to perform the Work as CONTRACTOR, which performance shall include the management of

subcontractor bidding in accordance with Subcontractor Solicitation and Award Procedures approved by the DEPARTMENT and completion of the construction Work within the GMP and Project schedule.

Construction Manager/General Contractor (CM/GC) PROJECT - The entire scope of work of the program as described in the State of Alaska Department of Transportation and Public Facilities RFP for CM/GC services.

Contract - The written agreement between the DEPARTMENT and the CONTRACTOR setting forth the obligations of the parties and covering the Work to be performed, all as required by the Contract Documents.

Contract Documents - The Contract form, Addenda, the bidding requirements and CONTRACTOR's bid and GMP (including all appropriate bid tender forms), the bonds, the Conditions of the Contract and all other Contract requirements, the Specifications, and the Drawings furnished by the DEPARTMENT to the CONTRACTOR, together with all Change Orders and documents approved by the Contracting Officer, for inclusion, modifications and supplements issued on or after the Effective Date of the Contract.

Contract Price – The guaranteed maximum price (GMP).

Contract Time - The number of Calendar Days following issuance of Notice-to-Proceed in which the CONTRACTOR must Substantially Complete the project, or if specified as a calendar date, the Substantial Completion date specified in the Contract Documents.

Contracting Officer - The person authorized by the Commissioner to enter into and administer the Contract on behalf of the DEPARTMENT. He has authority to make findings, determinations and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract. The Contracting Officer is identified on the construction Contract.

CONTRACTOR - The individual, firm, corporation or any acceptable combination thereof, contracting with the DEPARTMENT for performance of the Work.

Contractor's Contingency – An amount established by the DEPARTMENT for CONTRACTOR's sole use in accordance with Article 13 of the General Conditions.

Controlling Item - Any feature of the Work on the critical path of a network schedule.

Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents.

DEPARTMENT - The Alaska Department of Transportation and Public Facilities. References to "Owner", "State", "Contracting Agency", mean the DEPARTMENT.

DEPARTMENT's Consultant - A person, firm, or corporation, other than the CONTRACTOR or those engaged by the CONTRACTOR, retained directly by the DEPARTMENT to prepare Contract Documents, perform construction administration services, or other Project related services.

Directive - A written communication to the CONTRACTOR from the Contracting Officer interpreting or enforcing a Contract requirement or ordering commencement of an item of Work.

Drawings - The Drawings that show the character and scope of the Work to be performed and which have been furnished by the DEPARTMENT or the DEPARTMENT's Consultant and are by reference made a part of the Contract Documents.

Effective Date of the Contract - The date on which the Contract is fully executed by both CONTRACTOR and the DEPARTMENT.

Engineer – The authorized representative of the DEPARTMENT'S Contracting Officer. The Engineer is responsible for administration of the Contract.

Equipment - All machinery together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

Federal Aviation Administration (FAA) - Branch of the U.S. DEPARTMENT of Transportation. When used to designate a person, FAA shall mean the Administrator or his/her duly authorized representative.

Final Acceptance - The DEPARTMENT's written acceptance of the Work following Final Completion and the performance of all Contract requirements by the CONTRACTOR.

Final Completion - The Project (or specified part thereof) has progressed to the point that all required Work is complete as determined by the Contracting Officer.

Final Payment – The last payment to be made to the CONTRACTOR following the issuance of and Final Acceptance.

Fixed Fee – The amount established and payable to the CONTRACTOR for Home Office overhead and Profit in accordance with the terms and conditions of the Contract.

Fixed Fee = Fixed Fee Ratio X MACC

Fixed Fee Ratio – The ratio of the Fixed Fee proposed by the CONTRACTOR in response to the RFP for this Project divided by the Estimated Maximum Allowable Construction Cost included in the CM/GC RFP.

Full Cost Recovery (of equipment ownership costs) – Full cost recovery of equipment ownership costs is defined as the depreciation associated with the equipment as well as insurance, cost of money, property taxes, mechanics' supervision, storage, licenses, and record keeping costs. If any of these costs are recovered in project or general company overhead, those respective costs are excluded from the full cost recovery.

General Requirements - Division l of the Specifications containing administrative and procedural requirements as well as requirements for temporary facilities.

Guaranteed Maximum Price (GMP) – The maximum amount of compensation payable to the CONTRACTOR for performing the work as stated in the contract. The GMP consists of the MACC, and the CONTRACTOR's Fixed Fee as established by the Contract.

GMP = MACC + Fixed Fee

Holidays - In the State of Alaska, Legal Holidays occur on:

1. New Years Day - January l
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 in November
11. Christmas Day - December 25
12. Every Sunday
13. Every day designated by public proclamation by the President of the United States or the Governor of the State as a legal Holiday.

    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, except (12) above, Sunday and the following Monday are both legal Holidays. See Title 44, Alaska Statutes.

Inspector – The Engineer's representative authorized to make determinations and inspections of Contract performance and materials.

Interim Work Authorization - A written order by the DEPARTMENT authorizing initiation of work on changes to the Contract, within its general scope, until a subsequent Change Order is executed.

Install - Means to build into the Work, ready to be used in complete and operable condition and in compliance with Contract Documents.

Invitation for Bids - A portion of the bidding documents soliciting bids for the Work to be performed.

Laboratory - The official testing laboratories of the DEPARTMENT or such other laboratories as may be designated by the DEPARTMENT or identified in the contract documents.

Markup Fee – The maximum rates of cost markup as outlined in paragraph 10.6 to cover both the overhead and profit of the Subcontractor, to be used in Change Order price determination as described in paragraphs 10.3, 10.4 and 10.5. Except where specified, the term Subcontractor in this context shall also be applied to Self-performed Work by the CONTRACTOR.

Materials - Any substances specified for use in the construction of the project.

Maximum Allowable Construction Cost (MACC) – One component of the Guaranteed Maximum Price (GMP) provided by the CONTRACTOR and negotiated with the DEPARTMENT prior to award of a contract to perform the construction Work. Prior to the award of a contract to perform the construction Work, The MACC is the estimated and negotiated sum of all reimbursable costs as defined in the Contract for the performance of the work, as follows:

MACC = Negotiated Cost of the Work (Self-performed Work Costs + Subcontract Costs + CONTRACTOR administrative and support Work Costs allowed by General Conditions Article 13.0.6.c + MACC Allowances pursuant to Article 13.0.9 + Construction Contingency + Contractor's Contingency.

After award of a contract to perform the construction Work, the MACC may be adjusted by Change Order or Supplemental Agreement in accordance with the Contract. The MACC does not include the CONTRACTOR's Fixed Fee or any overhead cost that is also incorporated in the Fixed Fee.

Notice of Intent to Award - The written notice by the DEPARTMENT to all Bidders identifying the apparent successful Bidder and establishing the DEPARTMENT's intent to execute the Contract when all conditions required for execution of the Contract are met. For subcontractor bids, the written notice by the CM/GC to all bidders identifying the apparent successful bidder, in accordance with Subcontractor Solicitation and Award Procedures approved by the DEPARTMENT, contingent upon all conditions required for execution of a subcontract being met.

Notice to Proceed - A written notice to the CONTRACTOR to begin the Work and establishing the date on which the Contract Time begins.

Payment Bond - The security furnished by the CONTRACTOR and his Surety to guarantee payment of the debts covered by the bond.

Performance Bond - The security furnished by the CONTRACTOR and his Surety to guarantee performance and completion of the Work in accordance with the Contract.

Pre-construction Meeting - A preparatory meeting between the CONTRACTOR and the DEPARTMENT, Using Agency, and other parties affected by the construction, to discuss the project before the CONTRACTOR begins work.

Pre-construction Services - Consultation to the DEPARTMENT, the Program Manager, and design team during the planning and design of the project.

Project - The total construction, of which the Work performed under the Contract Documents is the whole or a part, where more than one CONTRACTOR may perform such total construction.

Program Manager - The representative or representatives designated by the Contracting Officer, consistent with General Condition Article 2.1, to manage the overall execution of the designated program objectives of which this Project is a part.

Project Manager – The representative or representatives designated by the Contracting Officer, consistent with General Condition Article 2.1, to manage the Project.

Proposal - The offer of a Bidder, on the prescribed forms, to perform the Work at the prices quoted.

Proposal Guaranty - The security furnished with a Proposal to guarantee that the bidder will enter into a Contract if the DEPARTMENT accepts his Proposal.

Quality Assurance (QA) – Tests and inspections performed by the DEPARTMENT to evaluate the methods, accuracy, precision, and reproducibility of quality control and material acceptance tests.

Quality Control (QC) - Tests and inspections by the CONTRACTOR to insure the acceptability of materials incorporated into the work. QC test reports are used as a basis upon which to determine whether the Work conforms to the requirements of the Contract Documents and may determine its acceptability for payment.

Regulatory Requirements - Laws, rules, regulations, ordinances, codes, or orders, including requirements of permits, issued by a governmental entity with lawful authority over a matter.

Runway - The area of the airport prepared for the landing and takeoff of aircraft.

Runway Safety Area (RSA) - A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway.

Schedule of Values - The DEPARTMENT's document, submitted by the CONTRACTOR and reviewed by the Contracting Officer, which shall serve as the basis for computing payment and for establishing the value of separate items of Work that comprise the GMP.

Self-Performed Work – Work self performed by the CONTRACTOR in accordance with the terms and conditions of the Contract Documents, excluding CONTRACTOR administrative and support Work allowed under General Conditions Article 13.0.6.c, that is not competitively bid to subcontractors or suppliers. The cost for Self–performed Work shall include the CONTRACTOR's fee for overhead and profit on that part of the work in accordance with the provisions of these General Conditions, but shall not include the CONTRACTOR's Fixed Fee.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the CONTRACTOR to illustrate material, equipment, fabrication, or erection for some portion of the Work. Where used in the Contract Documents, the term "Shop Drawings" is also meant to include "Submittals".

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative and procedural details applicable thereto.

Subcontractor - An individual, firm, or corporation to whom the CONTRACTOR or any other Subcontractor sublets part of the Contract.

Substantial Completion - Although not fully completed, the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Contracting Officer, as evidenced by the DEPARTMENT's written notice, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "Substantially Complete" and "Substantially Completed" as applied to any Work refer to Substantial Completion thereof.

Supplemental Agreement - A written agreement between the CONTRACTOR and the DEPARTMENT covering work that is not within the general scope of the Contract.

Supplementary Conditions - The part of the Contract Documents that amends or supplements these General Conditions.

Supplier - A manufacturer, fabricator, distributor, material man or vendor of materials or equipment.

Surety - The corporation, partnership, or individual, other than the CONTRACTOR, executing a bond furnished by the CONTRACTOR.

Taxiway - The portion of the air operations area of an airport that has been designated for movement of aircraft to and from runways or aircraft parking areas.

Transportation Security Agency (TSA). The federal agency responsible for monitoring and maintaining security at airports.

Traffic Control Plan (TCP) - A drawing of one or more specific plans that detail the routing of pedestrian, aircraft, and/or vehicular traffic through or around a construction area.

Unit Price Work - Work to be paid for on the basis of unit prices.

Utility - The privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway or runway drainage, and other similar commodities, including publicly owned fire and police signal systems, street lighting systems, and railroads which directly or indirectly serve the public or any part thereof. The term "utility" shall also mean the utility company, inclusive of any wholly owned or controlled subsidiary.

Using Agency - The entity that will occupy or use the completed Project.

Validate –When required by the Contract Documents to validate a dimension or condition, the CONTRACTOR will be responsible for substantiating or verifying that the dimension or condition as represented in the Contract Documents meets the desired intent in sufficient time to allow correction prior to impacting the work.

Work - Work is the act of, and the result of, performing services, furnishing labor, furnishing and incorporating materials and equipment into the Project and performing other duties and obligations, all as required by the Contract Documents. Such Work, however incremental, will culminate in the entire completed Project, or the various separately identifiable parts thereof.

ARTICLE 2 - AUTHORIZATION AND LIMITATIONS

2.1 Authorities and Limitations

2.1.1 The Contracting Officer alone, shall have the power to bind the DEPARTMENT and to exercise the rights, responsibilities, authorities and functions vested in the Contracting Officer by the Contract Documents. The Contracting Officer shall have the right to designate in writing authorized representatives to act for him. Wherever any provision of the Contract Documents specifies an individual or organization, whether governmental or private, to perform any act on behalf of or in the interest of the DEPARTMENT that individual or organization shall be deemed to be the Contracting Officer's authorized representative under this Contract but only to the extent so specified.

2.1.2 The CONTRACTOR shall perform the Work in accordance with any written order (including but not limited to instruction, direction, interpretation or determination) issued by an authorized representative in accordance with the authorized representative's authority to act for the Contracting Officer. The CONTRACTOR assumes all the risk and consequences of performing the Work in accordance with any order (including but not limited to instruction, direction, interpretation or determination) of anyone not authorized to issue such order, and of any order not in writing.

2.1.3 Should the Contracting Officer or his authorized representative designate DEPARTMENT's Consultant(s) to act for the DEPARTMENT as provided for in Paragraph 2.1.1, the performance or nonperformance of the DEPARTMENT's Consultant under such authority to act, shall not give rise to any contractual obligation or duty of the DEPARTMENT's Consultant to the CONTRACTOR, any Subcontractor, any Supplier, or any other organization performing any of the Work or any Surety representing them.

2.1.4 The term "Contracting Officer" when used in the text of these General Conditions or other Contract Documents following this section shall also mean any duly authorized representative of the Contracting Officer when authorized in accordance with Paragraph 2.1.1

2.2 Evaluations by Contracting Officer

2.2.1 The Contracting Officer will decide all questions which may arise as to:

a. Quality and acceptability of materials furnished;

b. Quality and acceptability of Work performed;

c. Compliance with the schedule of progress;

d. Interpretation of Contract Documents;

e. Acceptable fulfillment of the Contract on the part of the CONTRACTOR.

2.2.2 In order to avoid cumbersome terms and confusing repetition of expressions in the Contract Documents the terms "as ordered", "as directed", "as required", "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 it shall be understood as if the expression were followed by the words "the Contracting Officer".

When such terms are used to describe a requirement, direction, review or judgment of the Contracting Officer 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 Contract Documents (unless there is a specific statement indicating otherwise).

2.2.3 The use of any such term or adjective shall not be effective to assign to the DEPARTMENT any duty of 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 2.3.

2.3 Means & Methods

The means, methods, techniques, sequences or procedures of construction, or safety precautions and the program incident thereto, and the failure to perform or furnish the Work in accordance with the Contract Documents are the sole responsibility of the CONTRACTOR.

2.4 Visits to Site/Place of Business

The Contracting Officer may, but is not required to, make visits to the site and approved remote storage sites at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Contracting Officer may, at reasonable times, inspect that part of the plant or place of business of the CONTRACTOR or Subcontractor that is related to the performance of the Contract. Such observations or the lack of such observations shall in no way relieve the CONTRACTOR from his duty to perform the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.0 Contract Phasing

The Work under this Construction Contract is part of the CM/GC PROJECT. The CM/GC PROJECT may be divided into two or more construction contracts and/or phases as described in the Supplementary Conditions.

3.1 Incomplete Contract Documents

The submission of a GMP by the CONTRACTOR is considered a representation that the CONTRACTOR examined the Contract Documents to make certain that all sheets and pages were provided and that the CONTRACTOR is satisfied as to the conditions to be encountered in performing the Work. The DEPARTMENT expressly denies any responsibility or liability for a GMP submitted on the basis of an incomplete set of Contract Documents.

3.2 Copies of Contract Documents

The DEPARTMENT shall furnish to the CONTRACTOR at least one electronic and one paper copy of the Contract Documents, and up to the number of additional copies specified in the Supplementary Conditions. Additional copies beyond the number specified in the Supplementary Conditions will be furnished, upon request, at the cost of reproduction.

3.3 Scope of Work

The Contract Documents comprise the entire Contract between the DEPARTMENT and the CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Regulatory Requirements of the place of the Project.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create in the public or any member thereof a third party benefit, or to authorize anyone not a party to this Contract to maintain a suit pursuant to the terms or provisions of the Contract.

3.4 Intent of Contract Documents

3.4.1 It is the intent of the Contract Documents to describe a functionally complete Project 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 will be supplied, without any adjustment in GMP or Contract Time, whether or not specifically called for.

3.4.2 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Regulatory Requirements of any governmental authority, whether such reference be specific or by implication, shall mean the edition stated in the Contract Documents or if not stated the latest standard specification, manual, code or Regulatory Requirements in effect at the time of Advertisement for the Project (or, on the Effective Date of the Contract if there was no Advertisement). 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 DEPARTMENT and the CONTRACTOR, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the DEPARTMENT or any of the DEPARTMENT's 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 2.3.

3.5 Discrepancy in Contract Documents

3.5.1 Before undertaking the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures, and dimensions shown thereon and all applicable field measurements. Work in the area by the CONTRACTOR shall imply verification of figures, dimensions and field measurements. If, during the above study or during the performance of the Work, the CONTRACTOR finds a conflict, error, discrepancy or omission in the Contract Documents, or a discrepancy between the Contract Documents and any standard specification, manual, code, or Regulatory Requirement which affects the Work, the CONTRACTOR shall promptly report such discrepancy in

writing to the Contracting Officer. The CONTRACTOR shall obtain a written interpretation or clarification from the Contracting Officer before proceeding with any Work affected thereby. Any adjustment made by the CONTRACTOR without this determination shall be at his own risk and expense. However, the CONTRACTOR shall not be liable to the DEPARTMENT for failure to report any conflict, error or discrepancy in the Contract Documents unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

3.5.2 Discrepancy - Order of Precedence

When conflicts, errors, or discrepancies within the Contract Documents exist, the order of precedence from most governing to least governing will be as follows:

Supplementary Conditions

General Conditions

General Requirements

Technical Specifications

Drawings

Architectural drawings over structural drawings Structural drawings over mechanical and electrical drawings

In addition, the following shall apply:

Contents of most current Addenda will govern over respective prior Addenda and base Bid Documents

Recorded dimensions will govern over scaled dimensions

Large scale details will govern over small scale details

Schedules (e.g. equipment schedules, finish schedules. door schedules, material schedules and all similar type schedules where identified) in specifications or plans will govern over plans

3.6 Clarifications and Interpretations

The Contracting Officer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as the Contracting Officer may determine necessary.

3.7 Reuse of Documents

Neither the CONTRACTOR nor any Subcontractor, or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the DEPARTMENT shall have or acquire any title to or ownership rights in any of the Contract Documents (or copies thereof) prepared by or for the DEPARTMENT and they shall not reuse any of the Contract Documents on extensions of the Project or any other project without written consent of the Contracting Officer.

Contract Documents prepared by the CONTRACTOR in connection with the Work shall become the property of the DEPARTMENT.

ARTICLE 4 - LANDS AND PHYSICAL CONDITIONS

4.1 Availability of Lands

The DEPARTMENT 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 use of the CONTRACTOR in connection with the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the DEPARTMENT, unless otherwise provided in the Contract Documents.

4.2 Visit to Site

The submission of a GMP by the CONTRACTOR is considered a representation that the CONTRACTOR has visited and carefully examined the site and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

4.3 Explorations and Reports

Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the DEPARTMENT in preparation of the Contract Documents. The CONTRACTOR may for his purposes rely upon the accuracy of the factual data contained in such reports but not upon the completeness or sufficiency thereof. Except as indicated in the immediately preceding sentence and in paragraphs 4.4 and 9.9, CONTRACTOR shall have full responsibility with respect to surface and subsurface conditions at the site

4.4 Utilities

The horizontal and vertical locations of known underground utilities as shown or indicated by the Contract Documents are approximate and are based on information and data furnished to the DEPARTMENT by the owners of such underground utilities.

4.4.1 NOT USED

4.4.2 The CONTRACTOR shall have full responsibility for:

a. Reviewing and checking all information and data concerning utilities.

b. Locating all underground utilities shown or indicated in the Contract Documents which are affected by the Work.

c. Coordination of the Work with the owners of all utilities during construction.

d. Safety and protection of all utilities as provided in paragraph 6.17.

e. Repair of any damage to utilities resulting from the Work in accordance with 4.4.4 and 4.5.

4.4.3 If Work is to be performed by any utility owner, the CONTRACTOR shall cooperate with such owners to facilitate the Work.

4.4.4 In the event of interruption to any utility service as a result of accidental breakage or as result of being exposed or unsupported, the CONTRACTOR shall promptly notify the utility owner and the Contracting Officer. If service is interrupted, repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

4.5 Damaged Utilities

When the CONTRACTOR damages utilities, the utility owner shall have the choice of repairing the utility or having the CONTRACTOR repair the utility. In the following circumstances, the CONTRACTOR shall reimburse the utility owner for repair costs or provide at no cost to the utility owner or the DEPARTMENT, all materials, equipment and labor necessary to complete repair of the damage:

a. When the utility is shown or indicated in the Contract Documents.

b. When the utility owner has located the utility.

c. When no locate was requested by the CONTRACTOR for utilities shown or indicated in the Contract Documents.

d. All visible utilities.

e. When the CONTRACTOR could have, otherwise, reasonably been expected to be aware of such utility.

4.6 Utilities Not Shown or Indicated

If, while directly performing the Work, an underground or concealed utility is uncovered or revealed at the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.19) identify the owner of such underground or concealed utility and give written notice thereof to that owner and to the Contracting Officer. The Contracting Officer will promptly review the underground or concealed utility to determine the extent to which the Contract Documents and the Work should be modified to reflect the impacts of the discovered utility. The Contract Documents will be amended or supplemented in accordance with paragraph 9.2 and to the extent necessary through the issuance of a change document by the Contracting Officer. During such time, the CONTRACTOR shall be responsible for the safety and protection of such underground or concealed utility as provided in paragraph 6.17. The CONTRACTOR may be allowed an increase in the GMP or an extension of the Contract Time, or both, to the extent that they are directly attributable to the existence of any underground or concealed utility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of.

4.7 Survey Control

The DEPARTMENT will identify sufficient horizontal and vertical control data to enable the CONTRACTOR to survey and layout the Work. All survey work shall be performed under the direct supervision of a registered land surveyor when required by paragraph 7.8. Copies of all survey notes shall be provided to the DEPARTMENT at an interval determined by the Project Manager. The Project Manager may request submission on a weekly or longer period at his discretion. Any variations between the Contract Documents and actual field conditions shall be identified in the survey notes.

ARTICLE 5 - BONDS, INSURANCE, AND INDEMNIFICATION

5.1 Delivery of Bonds

When the CONTRACTOR delivers the executed Contract to the Contracting Officer, the CONTRACTOR shall also deliver to the Contracting Officer such bonds as the CONTRACTOR may be required to furnish in accordance with paragraph 5.2.

5.2 Bonds

The CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount as shown on the Contract as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect for one year after the date of Final Acceptance and until all obligations under this Contract, except special guarantees as per 12.7, have been met. All bonds shall be furnished on forms provided by the DEPARTMENT (or copies thereof) and shall be executed by such Sureties as are authorized to do business in the State of Alaska. The Contracting Officer may at his option copy the Surety with notice of any potential default or liability.

5.3 Replacement of Bond and Surety

If the Surety on any bond furnished in connection with this Contract is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.2, or otherwise becomes unacceptable to the DEPARTMENT, or if any such Surety fails to furnish reports as to his financial condition as requested by the DEPARTMENT, the CONTRACTOR shall within 5 days thereafter substitute another bond and Surety, both of which must be acceptable to DEPARTMENT.

A corporate Surety may replace an individual Surety during the course of the Contract period. If the Surety desires to dispose of the collateral posted, the DEPARTMENT may, at its option, accept substitute collateral.

5.4 Insurance Requirements

5.4.1 The CONTRACTOR shall provide evidence of insurance with a carrier or carriers satisfactory to the DEPARTMENT covering injury to persons and/or property suffered by the State of Alaska or a third party, as a result of operations that arise both out of and during the course of this Contract by the CONTRACTOR or by any Subcontractor. This coverage will also provide protection against injuries to all employees of the CONTRACTOR and the employees of any Subcontractor engaged in Work under this Contract. The delivery to the DEPARTMENT of a written 30-day notice is required before cancellation of any coverage or reduction in any limits of liability. Insurance carriers shall have an acceptable financial rating.

5.4.2 The CONTRACTOR shall maintain in force at all times during the performance of Work under this agreement the following policies of insurance. Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the DEPARTMENT's discretion, be grounds for declaring the CONTRACTOR in default. Where specific limits and coverage are shown, it is understood that they shall be the minimum acceptable. The requirements of this paragraph shall not limit the CONTRACTOR's responsibility to indemnify under paragraph 5.5. Additional insurance requirements specific to this Contract are contained in the Supplementary Conditions, when applicable.

a Worker's Compensation Insurance:

The CONTRACTOR shall provide and maintain, for all employees engaged in work under this contract, statutory limits coverage as required by AS 23.30.045.

The policy must waive subrogation against the State and include Employer's Liability Protection with policy limits not less than:

$500,000 each accident, $500,000 each disease.

b. Commercial General Liability Insurance: On an occurrence policy form covering all operations by

or on behalf of the CONTRACTOR with combined single limits not less than:

$1,000,000 each occurrence

$1,000,000 for Personal Injury Liability

$2,000,000 aggregate for Products-Completed Operations

$2,000,000 general aggregate

The State of Alaska shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self insurance or otherwise.

c. Automobile Liability Insurance: Covering all vehicles used by the CONTRACTOR in the performance of services under this agreement with combined single limits not less than $1,000,000 each occurrence. The State of Alaska shall be named as additional insured. This insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self insurance or otherwise.

d. Builder's Risk Insurance:

Coverage shall be on an "All Risk" completed value basis including "earthquake and flood" and protect the interests of the DEPARTMENT, the CONTRACTOR and his Subcontractors. Coverage shall include all materials, supplies and equipment that are intended for specific installation in the Project while such materials, supplies and equipment are located at the Project site, in transit from port of arrival to job site and while temporarily located away from the Project site.

In addition to providing the above coverage the CONTRACTOR shall ensure that Subcontractors provide insurance coverage as noted in clauses a., b., and c. of this subparagraph. Builders Risk Insurance will only be required of subcontractors if so stated in the Supplementary Conditions.

e. Other Coverages:

As specified in Supplementary Conditions.

f. In addition to providing the above coverages the CONTRACTOR shall, in any contract or agreement with Subcontractors performing work, require that all indemnities and waivers of subrogation it obtains, and that any stipulation to be named as an additional insured it obtains, also be extended to waive rights of subrogation against the State of Alaska and to add the State of Alaska as additional named indemnitee and as additional insured.

5.4.3 CONTRACTOR shall furnish evidence of insurance to the DEPARTMENT before award of the Contract. All other coverage, including required subcontractor furnished insurance shall be evidenced prior to commencement of Work. Acceptance by the DEPARTMENT of deficient evidence does not constitute a waiver of Contract requirements as provided for by the Conditions of the Contract.

The evidence shall be issued to the DEPARTMENT and shall be either a certificate of insurance or the policy declaration page with all required endorsements attached and must:

Denote the type, amount, and class of operations covered;

Show the effective (and retroactive) dates of the policy;

Show the expiration date of the policy;

Include all required endorsements;

Be executed by the carrier's representative; and

If a certificate of insurance, include the following statement:

"This is to certify that the policies described herein comply with all aspects of the insurance requirements of (Project Name and Number). The insurance carrier agrees that it shall notify the Engineer, in writing, at least 30 days before cancellation of any coverage or reduction in any limits of liability."

5.5 Indemnification

The CONTRACTOR shall indemnify, save harmless, and defend the DEPARTMENT, its DEPARTMENT's Consultants, its agents and its employees from any and all claims, actions, or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from the construction or the performance in the course of this Contract of the CONTRACTOR, or its Subcontractors or Suppliers, including any of their Consultants, agents or employees; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the DEPARTMENT's negligence.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision of Work

The CONTRACTOR shall supervise 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. All Work under this Contract shall be performed in a skillful and workmanlike manner. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

6.2 Superintendence by CONTRACTOR

The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent. The Contracting Officer shall be advised in writing of the superintendent's name, local address, and telephone number. This written advice is to be kept current until Final Acceptance by the DEPARTMENT. The superintendent will be the CONTRACTOR's representative at the site and shall have full authority to act and sign documents on behalf of the CONTRACTOR.

All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall cooperate with the Contracting Officer in every way possible.

6.3 Character of Workers

The CONTRACTOR shall provide a sufficient number of competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. The Contracting Officer may, in writing, require the CONTRACTOR to remove from the Work any employee the Contracting Officer deems incompetent, careless, or otherwise detrimental to the progress of the Work, but the Contracting Officer shall have no duty to exercise this right.

6.4 CONTRACTOR to Furnish

Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance testing, start-up and completion of the Work.

6.5 Materials and Equipment

All materials and equipment shall be of specified quality and new, except as otherwise provided in the Contract Documents. If required by the Contracting Officer, 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 provision of any such instructions will be effective to assign to the DEPARTMENT or any of the DEPARTMENT's 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 2.3.

6.5.2 BUY AMERICAN STEEL AND MANUFACTURED PRODUCTS

a. The CONTRACTOR agrees that only domestic steel and manufactured products will be used by the CONTRACTOR, subcontractors, materialmen, and suppliers in the performance of this Federal-Aid contract, as defined below.

b. The following terms apply to this clause:

1. **Steel and Manufactured Products.** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced or manufactured in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds sixty (60) percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind, as the products referred to in subparagraphs **c.(1)** or **c.(2)** shall be treated as domestic.

2. **Components.** As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. **Cost of Components.** This means the costs for production of the components, exclusive of final assembly labor costs.

c. **Buy American Certificate.** Execution and submission of the Buy American Certificate Form 25D-061, is required. If there are no exceptions to be listed on the certificate, the bidder shall enter "NONE" on the first line. If exceptions are listed on the Buy American Certificate, they shall meet at least one of the following criteria for the certificate to be considered appropriately executed:

1. Those products or materials that the U.S. Department of Transportation has determined, under the *Aviation Safety and Capacity Expansion Act of 1990*, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality. (The current list is included on the back of Form 25D-061.)

2. Those products or materials where the U.S. Department of Transportation has determined, under the *Aviation Safety and Capacity Expansion Act of 1990*, that domestic preference would be inconsistent with the public interest.

3. Where inclusion of domestic material will increase the cost of the overall project contract by more than twenty-five (25) percent.

6.6 Anticipated Schedules:

6.6.1 The CONTRACTOR shall submit an anticipated CPM schedule in accordance with Section 01310 of the Contract Specifications. Prior to submitting the CONTRACTOR's first Application for Payment, the CONTRACTOR shall submit to the DEPARTMENT for review an anticipated progress schedule indicating the starting and completion dates of the various stages of the Work.

6.6.2 Prior to submitting the CONTRACTOR's first Application for Payment, the CONTRACTOR shall submit to the Contracting Officer for review:

Anticipated schedule of Shop Drawing submissions; and

Anticipated Schedule of Values for all Work. The Schedule of Values shall include quantities and prices of items aggregating the GMP and shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. The CONTRACTOR's Fixed Fee and the Contingency accounts shall be shown as separate items.

6.7 Finalizing Schedules:

Prior to processing the first Application for Payment the Contracting Officer and the CONTRACTOR will finalize schedules required by paragraph 6.6.2, and the CONTRACTOR shall submit the anticipated CPM schedule required by paragraph 6.6.1. No applications for payments will be accepted by the DEPARTMENT after 60 days of issuing of the NTP without DEPARTMENT acceptance of the Finalized CPM Schedule. The finalized CPM schedule will be acceptable to the DEPARTMENT as providing information related to the orderly progression of the Work to completion within the Contract Time; but such acceptance will neither impose on the DEPARTMENT nor relieve the CONTRACTOR from full responsibility for the progress or scheduling of the Work. If accepted, the finalized schedule of Shop Drawings and other required submissions will be acknowledgment by the DEPARTMENT as providing a workable arrangement for processing the submissions. If accepted, the finalized Schedule of Values will be acknowledgment by the DEPARTMENT as an approximation of anticipated value of Work accomplished over the anticipated Contract Time. Receipt and acceptance of a schedule submitted by the CONTRACTOR shall not be construed to assign responsibility for performance or contingencies to the DEPARTMENT or relieve the CONTRACTOR of his responsibility to adjust his forces, equipment, and work schedules as may be necessary to insure completion of the Work within prescribed Contract Time. Should the prosecution of the Work be discontinued for any reason, the CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of resuming operations.

6.8 Adjusting Schedules:

Upon substantial changes to the schedule or upon request the CONTRACTOR shall submit to the Contracting Officer for acceptance (to the extent indicated in paragraph 6.7 and the General Requirements) adjustments in the schedules to reflect the actual present and anticipated progress of the Work. The CONTRACTOR's failure to submit adjustments in the schedules upon substantial change shall preclude and waive any claim the CONTRACTOR may have had related to the impacts of delays caused by the substantial change.

6.9 Substitutes or "Or-Equal" Items:

6.9.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that substitution is limited or not permitted, the Contracting Officer may accept materials or equipment of other Suppliers only if sufficient information is submitted by the CONTRACTOR clearly demonstrating to the Contracting Officer that the material or equipment proposed is equivalent or equal in all aspects to that named. The procedure for review by the Contracting Officer will include the following as supplemented in the General Requirements.

6.9.2 The CONTRACTING OFFICER will not accept requests for review of substitute items of material and equipment from anyone other than the CONTRACTOR following the issuance of the Construction Contract.

6.9.3 If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the Contracting Officer for Approval thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as the specified. The application will state that the evaluation and Approval of the proposed substitute will not delay the CONTRACTOR's timely achievement of Substantial or Final Completion, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the DEPARTMENT for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

6.9.4 All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the DEPARTMENT in evaluating the proposed substitute. The DEPARTMENT may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute. The Contracting Officer may reject any substitution request which the Contracting Officer determines is not in the best interest of the DEPARTMENT.

6.9.5 Substitutions shall be permitted during or after the bid period as allowed and in accordance with Document 00020 - Invitation for Bids, Document 00700 – General Conditions, and Document 01600 – Material and Equipment and 01631 - Substitution Request Form.

6.10 Substitute Means and Methods

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Contracting Officer, if the CONTRACTOR submits sufficient information to allow the Contracting Officer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Contracting Officer will be similar to that provided in paragraph 6.9 as applied by the Contracting Officer and as may be supplemented in the General Requirements.

6.11 Evaluation of Substitution:

The Contracting Officer will be allowed a reasonable time within which to evaluate each proposed substitute. The Contracting Officer will be the sole judge of acceptability, and no substitute will be

ordered, installed or utilized without the Contracting Officer's prior written Approval which will be evidenced by either a Change Order or a Shop Drawing Approved in accordance with Sections 6.20 and 6.21. The Contracting Officer may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other Surety with respect to any substitute.

6.12 Dividing the Work:

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade. The CONTRACTOR is solely responsible for ensuring that all Contract requirements are accounted for in dividing the work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.13 Subcontractors:

The CONTRACTOR shall utilize the services of appropriately licensed Subcontractors on those parts of the Work which, under normal contracting practices, are performed by Subcontractors, in accordance with the following conditions:

6.13.1 Prior to completion of the Construction Documents, the CONTRACTOR shall contact potential sub-contractors and material suppliers to encourage their interest in bidding on the work.

6.13.2 It is the objective of the DEPARTMENT to obtain the best value for the funds expended. Competition is the preferred method of assuring the least cost, and sub-bidding of the work is expected and encouraged. Pre-qualification of subcontractors may be allowed subject to DEPARTMENT approval. It is understood that there may be times when the best interest of the project is served by the CONTRACTOR self-performing or otherwise exempting a portion of the work from sub-bidding. Relevant sections of the General Conditions applicable to Subcontractors shall be followed. Self-Performed work by the CONTRACTOR will be limited to a maximum of twenty (20) percent of the Maximum Allowable Construction Cost for the entire CM/GC PROJECT. The amount to be Self-Performed is subject to DEPARTMENT approval. The balance shall be competitively bid to subcontractors or suppliers.

6.13.3 The CONTRACTOR will develop proposed subcontracting solicitation procedures for DEPARTMENT approval. The CONTRACTOR will be expected to publicly conduct the sub-bidding of all remaining construction work including, where applicable, developing a subcontractor pre-qualification process for critical items of work. This will include:

a. The CONTRACTOR shall attempt to obtain a minimum 3 bids for each package of work bid.

b. All bids for non-self performed work valued at more than $100,000 are required to be sealed, written, and submitted to a specific location at a specific time.

c. Solicitations for bids for Federal-Aid Contracts shall be advertised at least 10 days in advance of the bid opening. Solicitations shall be advertised in the at least two newspapers specifically targeted to reach DBE/ESBE audiences.

d. For non-self performed work valued at less than $100,000, the CONTRACTOR may receive a minimum of 3 bids by telephone without advertisement.

6.13.4 The CONTRACTOR shall not award any Work to any Subcontractor without prior written Approval of the Contracting Officer. The CONTRACTOR shall not allow any subcontractor to proceed with any Work under this Contract until the CONTRACTOR submits a written statement concerning the proposed award to the Subcontractor which shall contain required Equal Employment Opportunity documents, evidence of insurance whose limits are acceptable to the CONTRACTOR, and an executed copy of the subcontract to the Contracting Officer and receives Approval to proceed with the subcontract work. All subcontracts shall contain provisions for prompt payment, release of retainage, and interest on late payment amounts and retainage as specified in A.S. 36.90.210. Contracts between subcontractors, regardless of tier, must also contain these provisions. No acceptance by the Contracting Officer of any such Subcontractor shall constitute a waiver of any right of the DEPARTMENT to reject Defective Work.

6.13.5 The CONTRACTOR shall be fully responsible to the DEPARTMENT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions.

6.13.6 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate written agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the DEPARTMENT and contains waiver provisions as required by paragraph 13.17 and termination provisions as required by Article 14.

6.13.7 Nothing in the Contract Documents shall create any contractual relationship between the DEPARTMENT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the DEPARTMENT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Regulatory Requirements. The DEPARTMENT will not undertake to settle any differences between or among the CONTRACTOR, Subcontractors, or Suppliers.

6.13.8 The CONTRACTOR and Subcontractors shall coordinate their work and cooperate with other trades so to facilitate general progress of Work. Each trade shall afford other trades every reasonable opportunity for installation of their work and storage of materials. If cooperative work of one trade must be altered due to lack of proper supervision, or failure to make proper provisions in time by another trade, the CONTRACTOR shall remedy such conditions with no change in GMP or Contract Time.

6.13.9 The CONTRACTOR shall include on his own payrolls any person or persons working on this Contract who are not covered by written subcontract, and shall ensure that all Subcontractors include on their payrolls all persons performing Work under the direction of the Subcontractor.

6.14 Use of Premises

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project limits and approved remote storage sites and lands and areas identified in and permitted by Regulatory Requirements, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. 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 such owner make any claim against the DEPARTMENT or occupant because of the performance of the Work, the CONTRACTOR shall hold the DEPARTMENT harmless.

6.15 Structural Loading

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.16 Record Documents

The CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Directives, Change Orders, Supplemental Agreements, and written interpretations and clarifications (issued pursuant to paragraph 3.6) in good order and annotated to show all changes made during construction. These record documents together with all Approved samples and a counterpart of all Approved Shop Drawings will be available to the Contracting Officer for reference and copying. Upon completion of the Work, the annotated record documents, samples and Shop Drawings will be delivered to the Contracting Officer. Record documents shall accurately record variations in the Work which vary from requirements shown or indicated in the Contract Documents.

6.17 Safety and Protection

The CONTRACTOR alone 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:

6.17.1 All employees on the Work and other persons and organizations who may be affected thereby;

6.17.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.17.3 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.

The CONTRACTOR shall comply with all applicable Regulatory Requirements 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 utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR with no change in GMP or Contract Time except as stated in 4.6, except damage or loss attributable to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, of the public enemy or governmental authorities. The CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion).

6.18 Safety Representative

The CONTRACTOR shall designate a responsible safety representative at the site. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the Contracting Officer.

6.19 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the DEPARTMENT, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Contracting Officer prompt written notice if the CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the DEPARTMENT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a change will be authorized by one of the methods indicated in Paragraph 9.2, as determined appropriate by the Contracting Officer.

6.20 Shop Drawings and Samples

6.20.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the Contracting Officer for review and Approval in accordance with the accepted schedule of Shop Drawing submissions the required number of all Shop Drawings, which will bear a stamp or specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Contracting Officer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable the Contracting Officer to review the information as required.

6.20.2 The CONTRACTOR shall also submit to the Contracting Officer for review and Approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.20.3 Before submission of each Shop Drawing or sample the CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.20.4 At the time of each submission the CONTRACTOR shall give the Contracting Officer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Contracting Officer for review and Approval of each such variation. All variations of the proposed Shop Drawing from that specified will be identified in the submission and available maintenance, repair and replacement service will be indicated. The submittal will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such variation, including costs of redesign and claims of other Contractors affected by the resulting change, all of which shall be considered by the DEPARTMENT in evaluating the proposed variation. If the variation may result in a change of Contract Time or Price, or Contract responsibility, and is not minor in nature; the CONTRACTOR must submit a written request for Change Order with the variation to notify the DEPARTMENT of his intent. The DEPARTMENT may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed variation. The Contracting Officer may reject any variation request which the Contracting Officer determines is not in the best interest of the DEPARTMENT.

6.20.5 When required by the Contract Documents to validate a dimension or condition, the CONTRACTOR will be responsible for validation that the dimension or condition is as represented in the Contract Documents in sufficient time to allow correction prior to impacting the work. Any rework or impact to the work resulting from the CONTRACTOR's failure to perform timely validation will be the responsibility of the CONTRACTOR and the GMP will not be increased as a result of this failure on the part of the CONTRACTOR.

6.21 Shop Drawing and Sample Review

6.21.1 The Contracting Officer will review with reasonable promptness Shop Drawings and samples, but the Contracting Officer's review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR shall make corrections required by the Contracting Officer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. The CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by the Contracting Officer on previous submittals.

6.21.2 The Contracting Officer's review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless the CONTRACTOR has in writing advised the Contracting Officer of each such variation at the time of submission as required by paragraph 6.20.4. The Contracting Officer if he so determines, may give written Approval of each such variation by Change Order, except that, if the variation is minor and no Change Order has been requested a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample review comments shall suffice as a modification. Approval by the Contracting Officer will not relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.20.3.

6.21.3 The DEPARTMENT shall be responsible for all DEPARTMENT review costs resulting from the initial submission and first re-submittal. The CONTRACTOR shall, at the discretion of the Contracting Agency, pay all review costs incurred by the DEPARTMENT as a result of any additional re-submittals.

6.21.4 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to the Contracting Officer's review and Approval of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR.

6.22 Maintenance During Construction

The CONTRACTOR shall maintain the Work during construction and until Substantial Completion, at which time the responsibility for maintenance shall be established in accordance with paragraph 13.10.

6.23 Continuing the Work

The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the DEPARTMENT. No Work shall be delayed or postponed pending resolution of any disputes, disagreements, or claims except as the CONTRACTOR and the Contracting Officer may otherwise agree in writing.

6.24 Consent to Assignment

The CONTRACTOR shall obtain the prior written consent of the Contracting Officer to any proposed assignment of any interest in, or part of this Contract. The consent to any assignment or transfer shall not operate to relieve the CONTRACTOR or his Sureties of any of his or its obligations under this Contract or the Performance Bonds. Nothing herein contained shall be construed to hinder, prevent, or affect an assignment of monies due, or to become due hereunder, made for the benefit of the CONTRACTOR's creditors pursuant to law.

6.25 Use of Explosives

6.25.1 When the use of explosives is necessary for the prosecution of the Work, the CONTRACTOR shall exercise the utmost care not to endanger life or property, including new Work and shall follow all Regulatory Requirements applicable to the use of explosives. The CONTRACTOR shall be responsible for all damage resulting from the use of explosives.

6.25.2 All explosives shall be stored in a secure manner in compliance with all Regulatory Requirements, and all such storage places shall be clearly marked. Where no Regulatory Requirements apply, safe storage shall be provided not closer than 1,000 feet from any building, camping area, or place of human occupancy.

6.25.3 The CONTRACTOR shall notify each public utility owner having structures in proximity to the site of his intention to use explosives. Such notice shall be given sufficiently in advance to enable utility owners to take such steps as they may deem necessary to protect their property from injury. However, the CONTRACTOR shall be responsible for all damage resulting from the use of the explosives, whether or not, utility owners act to protect their property.

6.25.4 Use of explosives for activities such as excavation and demolition will generally not be permitted on this Project. The use of powder-actuated hand tools may be permitted on a case-by-case basis by the DEPARTMENT when submitted by the CONTRACTOR.

6.26 CONTRACTOR's Records

6.26.1 Records of the CONTRACTOR and Subcontractors relating to personnel, payrolls, invoices of materials, and any and all other data relevant to the performance of this Contract, must be kept on a generally recognized accounting system. Such records must be available during normal work hours to the Contracting Officer for purposes of investigation to ascertain compliance with Regulatory Requirements and provisions of the Contract Documents.

6.26.2 Payroll records must contain the name and address of each employee, his correct classification, rate of pay, daily and weekly number of hours of work, deductions made, and actual wages paid. The CONTRACTOR and Subcontractors shall make employment records available for inspection by the Contracting Officer and representatives of the U.S. and/or State Department of Labor and will permit such representatives to interview employees during working hours on the Project.

6.26.3 Records of all communications between the DEPARTMENT and the CONTRACTOR and other parties, where such communications affected performance of this Contract, must be kept by the CONTRACTOR and maintained for a period of 3 years from Final Acceptance. The DEPARTMENT or its assigned representative may perform an audit of these records during normal work hours after written notice to the CONTRACTOR.

6.27 Load Restrictions

The CONTRACTOR shall comply with all load restrictions as set forth in the "Administrative Permit Manual", and Title 17, Chapter 25, of the Alaska Administrative Code in the hauling of materials on public roads, beyond the limits of the project, and on all public roads within the project limits that are scheduled to remain in use upon completion of the project.

Overload permits may, at the discretion of the State, be issued for travel beyond the project limits for purposes of mobilization and/or demobilization. Issuance of such a permit will not relieve the CONTRACTOR of liability for damage which may result from the moving of equipment.

The operation of equipment of such weight or so loaded as to cause damage to any type of construction will not be permitted. No overloads will be permitted on the base course or surface course under construction. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. The CONTRACTOR shall be responsible for all damage done by his equipment.

ARTICLE 7 - LAWS AND REGULATIONS

7.1 Laws to be Observed

The CONTRACTOR shall keep fully informed of all federal and state Regulatory Requirements and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with all such Regulatory Requirements, orders and decrees; and shall protect and indemnify the DEPARTMENT and its representatives against claim or liability arising from or based on the violation of any such Regulatory Requirement, order, or decree whether by the CONTRACTOR, Subcontractor, or any employee of either. Except where otherwise expressly required by applicable Regulatory Requirements, the DEPARTMENT shall not be responsible for monitoring CONTRACTOR's compliance with any Regulatory Requirements.

7.2 Permits, Licenses, and Taxes

7.2.1 The CONTRACTOR shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. As a condition of performance of this Contract, the CONTRACTOR shall pay all federal, state and local taxes incurred by the CONTRACTOR, in the performance of this Contract. Proof of payment of these taxes is a condition precedent to final payment by the DEPARTMENT under this Contract.

7.2.2 The CONTRACTOR's certification that taxes have been paid (as contained in the *Release of Contract*) will be verified with the Department of Revenue and Department of Labor, prior to final payment.

7.2.3 If any federal, state or local tax is imposed, charged, or repealed after the date of the submission of the GMP and is made applicable to and paid by the CONTRACTOR on the articles or supplies herein contracted for, then the Contract shall be increased or decreased accordingly by a Change Order.

7.3 Patented Devices, Materials and Processes

If the CONTRACTOR employs any design, device, material, or process covered by letters of patent, trademark or copyright, the CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner. The CONTRACTOR and the Surety shall indemnify and save harmless the DEPARTMENT, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the DEPARTMENT for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of the Work.

7.4 Compliance of Specifications and Drawings

If the CONTRACTOR observes that the Specifications and Drawings supplied by the DEPARTMENT are at variance with any Regulatory Requirements, CONTRACTOR shall give the Contracting Officer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 9.2. as determined appropriate by the Contracting Officer. If the CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Regulatory Requirements, and without such notice to the Contracting Officer, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings supplied by the DEPARTMENT are in accordance with such Regulatory Requirements.

7.5 Accident Prevention

The CONTRACTOR shall comply with AS 18.60.075 and all pertinent provisions of the Construction Code Occupational Safety and Health Standards issued by the Alaska Department of Labor.

7.6 Sanitary Provisions

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees and DEPARTMENT representatives as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

7.7 Business Registration

Comply with AS 08.18.011, as follows: "it is unlawful for a person to submit a bid or work as a contractor until he has been issued a certificate of registration by the Department of Commerce. A partnership or joint venture shall be considered registered if one of the general partners or venturers whose name appears in the name under which the partnership or venture does business is registered."

7.8 Professional Registration and Certification

All craft trades, architects, engineers and land surveyors, electrical administrators, and explosive handlers employed under the Contract shall specifically comply with applicable provisions of AS 08.18, 08.48, 08.40, and 08.52. Provide copies of individual licenses within 7 days following a request from the Contracting Officer.

7.9 Local Building Codes

The CONTRACTOR shall comply with AS 35.10.025 that requires construction in accordance with applicable local building codes and the obtaining of required permits. The CONTRACTOR shall be responsible for coordinating with and providing access to the authority having jurisdiction for inspections.

7.10 Air Quality Control

The CONTRACTOR shall comply with all applicable provisions of AS 46.03.04 as pertains to Air Pollution Control.

7.11 Archaeological or Paleontological Discoveries

When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, or paleontological remains, such as shell heaps, land or sea mammal bones or tusks, the CONTRACTOR shall cease operations immediately and notify the Contracting Officer. 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 Contracting Officer 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 shall be covered by an appropriate Contract change document.

7.12 Applicable Alaska Preferences

7.12.1 In determining the low bidder for State funded projects, a five (5) percent bid preference is given to "Alaska bidders", as required under AS 36.30.170. "Alaska bidder" means a person who:

a. holds a current Alaska business license;

b. submits a bid for goods, services, or construction under the name as appearing on the person's current Alaska business license

c. has maintained a place of business within the state staffed by the bidder or an employee of the bidder for a period of 6 months immediately preceding the date of the bid;

d. is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state; and

e. if a joint venture, is composed entirely of venturers that qualify under (1) through (4), above.

7.12.2 In determining the low bidder for State funded projects, an "Alaska products" preference has been given as required under AS 36.30.326 - 36.30.332, when the bidder designates the use of Alaska products. The Bidder shall complete the Alaska Products Preference Worksheet per its instructions and submit it with the Bid Proposal. If the successful Bidder/CONTRACTOR proposes to use an Alaska product and does not do so, a penalty will be assessed against the successful Bidder/CONTRACTOR in an amount equal to the product preference percentage granted to the successful Bidder/CONTRACTOR plus one (1) percent multiplied by the total declared value of the Alaska products proposed but not used.

7.12.3 Pursuant to AS 36.15.050 and AS 36.30.322, "agricultural/wood" products harvested in Alaska shall be used in State funded projects whenever they are priced no more than seven (7) percent above agricultural/wood products harvested outside the state and are of a like quality as compared with agricultural/wood products harvested outside the state, when such products are not utilized, the

CONTRACTOR shall document the efforts he made towards obtaining agricultural/wood products harvested in Alaska and include in this documentation a written statement that he contacted the manufacturers and suppliers identified on the Department of Commerce and Economic Development's list of suppliers of Alaska forest products concerning the availability of agricultural/wood products harvested in Alaska and, if available, the product prices. The CONTRACTOR's use of agricultural/wood products that fail to meet the requirements of this section shall be subject to the provisions of paragraphs 12.6 through 12.9 relating to Defective Work.

7.12.4 The CONTRACTOR shall maintain records, in a format acceptable to the Contracting Officer, which establish the type and extent of "agricultural/wood" and "Alaska" products utilized. All record keeping and documentation associated with the requirements 7.12.2 and 7.12.3 of this paragraph must be provided to the DEPARTMENT upon written request or as otherwise provided within the Contract Documents.

7.13 Preferential Employment

For State funded projects, the CONTRACTOR shall comply with all applicable and valid laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect during the term of this Contract. In order to ensure that CONTRACTOR's Subcontractors will comply with all applicable laws and regulations regarding the hiring of Alaska residents now in effect or that might subsequently take effect, the CONTRACTOR shall include in its contracts with Subcontractors under this Contract language that is substantially the same as the first sentence of this provision.

7.14 Wages and Hours of Labor

7.14.1 One certified copy of all payrolls shall be submitted weekly to the State Department of Labor and, upon request, to the Contracting Officer to assure compliance with AS 36.05.040, *Filing Schedule of Employees Wages Paid and Other Information.* The CONTRACTOR shall be responsible for the submission of certified copies of payrolls of all Subcontractors. The certification shall affirm that the payrolls are current and complete, that the wage rates contained therein are not less than the applicable rates referenced in these Contract Documents, and that the classification set forth for each laborer or mechanic conforms with the Work he performed. The CONTRACTOR and his Subcontractors shall attend all hearings and conferences and produce such books, papers, and documents all as requested by the Department of Labor. Should federal funds be involved, the appropriate federal agency as identified by the DEPARTMENT shall also receive a copy of the CONTRACTOR'S certified payrolls. Regardless of project funding source, copies of all certified payrolls supplied to the State Department of Labor by the CONTRACTOR shall be supplied also to the Project Manager, upon request, including submittals made by, or on behalf of, subcontractors.

7.14.2 The following labor provisions shall also apply to this Contract:

a. The CONTRACTOR and his Subcontractors shall pay all employees unconditionally and not less than once a week;

b. Wages may not be less than those stated under AS 36.05.010, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors. The current prevailing rate of wages shall be based on the date as specified in AS 36.05.010 unless such date is modified in the Supplementary Conditions;

c. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the Work;

d. The DEPARTMENT shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the CONTRACTOR or Subcontractors the difference between:

1. The rates of wages required by the Contract to be paid laborers, mechanics, or field surveyors on the Work, and;

2. The rates of wages in fact received by laborers, mechanics or field surveyors.

7.14.3 Within 3 calendar days of award of a construction contract, the CONTRACTOR shall file a "Notice of Work" with the Department of Labor and shall pay all related fees. The Contracting Officer will not issue Notice to Proceed to the CONTRACTOR until such notice and fees have been paid to the Department of Labor. Failure of the CONTRACTOR to file the Notice of Work and pay fees within this timeframe shall

not constitute grounds for an extension of contract time or adjustment of GMP.

7.15 Overtime Work Hours and Compensation

Pursuant to 40 *U.S.C. 327-330* and AS 23.10.060 -.110, the CONTRACTOR shall not require nor permit any laborer or mechanic in any workweek in which he is employed on any Work under this Contract to work in excess of 8 hours in any Calendar Day or in excess of forty hours in such workweek on Work subject to the provisions of the *Contract Work Hours and Safety Standards Act* unless such laborer or mechanic receives compensation at a rate not less than one and one half times his basic rate of pay for all such hours worked in excess of 8 hours in any Calendar Day or in excess of forty hours in such workweek whichever is the greater number of overtime hours. In the event of any violation of this provision, the CONTRACTOR shall be liable to any affected employee for any amounts due and penalties and to the DEPARTMENT for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of this provision in the sum of $10.00 for each Calendar Day on which such employee was required or permitted to be employed on such Work in excess of 8 hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by this paragraph.

7.16 Covenant Against Contingent Fees

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warrant, the DEPARTMENT shall have the right to annul this Contract without liability or, in its discretion, to deduct price of consideration from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.17 Officials Not to Benefit

No member of or delegate to the U.S. Congress, the Alaska State Legislature or other state official shall be admitted to any share or part of this Contract, nor to any benefit that may arise there from. However, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

7.18 Personal Liability of Public Officials

In carrying out any of the provisions thereof, or in exercising any power or authority granted to the Contracting Officer by the Contract, there will be no liability upon the Contracting Officer nor upon state employees authorized as his representatives, either personally or as officials of the State of Alaska, it being always understood that in such matters they act as agents and representatives of the DEPARTMENT.

7.19 Federally Assisted Projects

The work in this contract will be undertaken and accomplished in accordance with the terms and conditions of a Grant Agreement between the State of Alaska and the United States, under the *Federal Aviation Reauthorization Act of 1996*, as amended, pursuant to which the United States may pay a certain percentage of the costs of the project that are determined to be allowable under that Act.

When the United States Government pays all or any portion of the cost of a project, the Federal laws and the rules and regulations made pursuant to such laws must be observed by the CONTRACTOR, and the work shall be subject to the inspection of the appropriate Federal agency. Such inspection shall in no sense make the Federal Government a party to this Contract and will in no way interfere with the rights of either party hereunder.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to qualified individuals who have served in the military service of the United States (as defined in section 101(1) of the *Soldiers' and Sailors' Civil Relief Act of 1940*) and have been honorably discharged from that service, except that preference may be given only where that labor is available locally and is qualified to perform the work to which the employment relates.

7.20 Gratuity and Conflict of Interest

The CONTRACTOR agrees that he will not extend any loan, gratuity or gift of money of any form whatsoever to any employee or agent of the DEPARTMENT nor will he rent or purchase any equipment or materials from any employee of the DEPARTMENT or to the best of his knowledge from any agent of any employee of the DEPARTMENT. Before payment of the final estimate, the CONTRACTOR shall execute and furnish the DEPARTMENT an affidavit certifying that he has complied with the above provisions of the contract.

ARTICLE 8 - OTHER WORK

8.1 Related Work at Site

8.1.1 The DEPARTMENT reserves the right at any time to contract for and perform other or additional work on or near the Work covered by the Contract.

8.1.2 When separate contracts are let within the limits of the Project, the CONTRACTOR shall conduct his Work so as not to interfere with or hinder the work being performed by other contractors. The CONTRACTOR when working on the same Project with other contractors shall cooperate with such other contractors. The CONTRACTOR shall join his Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of others.

8.1.3 If the fact that other such work is to be performed is identified or shown in the Contract Documents the CONTRACTOR shall assume all liability, financial or otherwise, in connection with this Contract and indemnify and save harmless the DEPARTMENT from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the CONTRACTOR because of the presence and operations of other contractors.

8.1.4 If the fact that such other work is to be performed was not identified or shown in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work. If the CONTRACTOR believes that such performance will require an increase in GMP or Contract Time, the CONTRACTOR shall notify the Contracting Officer of such required increase within fifteen (15) calendar days following receipt of the Contracting Officer's notice. Should the Contracting Officer find such increase(s) to be justified, a Change Order will be executed.

8.2 Access, Cutting, and Patching

The CONTRACTOR shall afford each utility owner and any other contractor who is a party to such a direct contract with the DEPARTMENT (or the DEPARTMENT, if the DEPARTMENT is performing the additional work with the DEPARTMENT'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 the work of others. 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 such other work with the written consent of the Contracting Officer. The duties and responsibilities of the CONTRACTOR under this paragraph are for the benefit of other contractors to the extent that there are comparable provisions for the benefit of the CONTRACTOR in said direct contracts between the DEPARTMENT and other contractors.

8.3 Defective Work by Others

If any part of the CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor, utility owner, or the DEPARTMENT, the CONTRACTOR shall inspect and promptly report to the Contracting Officer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The CONTRACTOR's failure to so report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in the other work.

8.4 Coordination

If the DEPARTMENT contracts with others for the performance of other work at the site, Contracting Officer will have authority and responsibility for coordination of the activities among the various prime contractors.

ARTICLE 9 - CHANGES

9.1 DEPARTMENT's Right to Change

Without invalidating the Contract and without notice to any Surety, the DEPARTMENT may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Contract, including but not limited to changes:

9.1.1 In the Contract Documents;

9.1.2 In the method or manner of performance of the Work;

9.1.3 In State-furnished facilities, equipment, materials, services, or site;

9.1.4 Directing acceleration in the performance of the Work.

9.2 Authorization of Changes within the General Scope

One or more of following means shall be used to authorize additions, deletions, or revisions in the Work within the general scope of the Contract as specified in 9.1:

9.2.1 Directive (pursuant to paragraph 9.3)

9.2.2 A Change Order (pursuant to paragraph 9.4)

9.2.3 DEPARTMENT's acceptance of Shop Drawing variations from the Contract Documents as specifically identified by the CONTRACTOR as required by paragraph 6.20.4.

9.2.4 Interim Work Authorization (pursuant to paragraph 9.10)

9.3 Directive

9.3.1 The Contracting Officer shall provide written clarification or interpretation of the Contract Documents (pursuant to paragraph 3.6).

9.3.2 The Contracting Officer may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the GMP or the Contract Time and are consistent with the overall intent of the Contract Documents.

9.3.3 The Contracting Officer may order the CONTRACTOR to correct Defective Work or methods that are not in conformance with the Contract Documents.

9.3.4 The Contracting Officer may direct the commencement or suspension of Work or emergency related Work (as provided in paragraph 6.19).

9.3.5 Upon the issuance of a Directive to the CONTRACTOR by the Contracting Officer, the CONTRACTOR shall proceed with the performance of the Work as prescribed by such Directive.

9.3.6 If the CONTRACTOR believes that the changes noted in a Directive may cause an increase in the GMP or an extension of Contract Time, the CONTRACTOR shall immediately provide written notice to the Contracting Officer depicting such increases before proceeding with the Directive, except in the case of an emergency. If the Contracting Officer finds the increase in GMP or the extension of Contract Time justified, a Change Order will be issued. If however, the Contracting Officer does not find that a Change Order is justified, the Contracting Officer may direct the CONTRACTOR to proceed with the Work. The CONTRACTOR shall cooperate with the Contracting Officer in keeping complete daily records of the cost of such Work. If a Change Order is ultimately determined to be justified, in the absence of agreed prices and unit prices, payment for such Work will be made on a "cost of the work basis" as provided in 10.5

9.4 Change Order

A change in Contract Time, GMP, or responsibility may be made for changes within the scope of the Work by Change Order. Upon receipt of an executed Change Order, the CONTRACTOR shall promptly proceed with the Work involved that will be performed under the applicable conditions of the Contract Documents except as otherwise specifically provided. Changes in GMP and Contract Time shall be made in accordance with Articles 10 and 11. A Change Order shall be considered executed when it is signed by the DEPARTMENT.

9.5 Shop Drawing Variations

Variations by shop drawings and a request for a Change Order submitted as per 6.20.4 shall only be eligible for consideration under 9.4 when the CONTRACTOR identifies in writing conditions that affect the price, time, or responsibility

9.6 Changes Outside the General Scope; Supplemental Agreement

When the Contracting Officer determines that a change is outside the general scope of the Contract, it must be authorized by a Supplemental Agreement signed by the appropriate representatives of the DEPARTMENT and the CONTRACTOR.

9.7 Unauthorized Work

The CONTRACTOR shall not be entitled to an increase in the GMP or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in this Article 9, except in the case of an emergency as provided in paragraph 6.19 and except in the case of uncovering Work as provided in paragraph 12.4.2.

9.8 Notification of Surety

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, GMP or Contract Time) 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 will be adjusted accordingly.

9.9 Differing Site Conditions

9.9.1 The CONTRACTOR shall promptly, and before such conditions are disturbed (except in an emergency as permitted by paragraph 6.19), notify the Contracting Officer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract, and which could not have been discovered by a careful examination of the site, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if the Contracting Officer finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly.

9.9.2 Any claim for additional compensation by the CONTRACTOR under this clause shall be made in accordance with Article 15. In the event that the Contracting Officer and the CONTRACTOR are unable to reach an agreement concerning an alleged differing site condition, the CONTRACTOR will be required to keep an accurate and detailed record which will indicate the actual "cost of the work" done under the alleged differing site condition. Failure to keep such a record shall be a bar to any recovery by reason of such alleged differing site conditions. The Contracting Officer shall be given the opportunity to supervise and check the keeping of such records.

9.10 Interim Work Authorization

An Interim Work Authorization may be used to establish a change within the scope of the Work; however, only a Change Order shall establish associated changes in Contract Time and GMP. Work authorized by Interim Work Authorization shall be converted to a Change Order. The basis of payment shall be as stated in the Interim Work Authorization, unless it states that the basis of payment has not been established and is to be negotiated, in which case the basis of payment shall be Cost of the Work pursuant to Article 10.5.

ARTICLE 10 - CONTRACT PRICE; COMPUTATION AND CHANGE

10.1 Contract Price: Guaranteed Maximum Price (GMP)

The GMP, as outlined in paragraph 13.0, constitutes the maximum amount of compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be covered under the GMP. The GMP may only be changed by a Change Order or Supplemental Agreement.

In establishing the GMP, the CONTRACTOR will have become thoroughly familiar with the construction documents and specifications upon which the GMP will be based, and will have made best efforts to determine complete scope of work contemplated therein. No change order will be issued for an adjustment in contract price or contract time for work resulting from issuance of subsequent updates to the contract documents that should have been reasonably anticipated in the documents used to prepare the MACC.

10.2 Claim for Price Change

Any claim for an increase or decrease in the GMP shall be submitted in accordance with the terms of Article 15, and shall not be allowed unless notice requirements of this Contract have been met.

10.3 Change Order Price Determination

The value of any Work covered by a Change Order for an increase or decrease in the GMP shall be determined in one or a combination of the following ways as the DEPARTMENT may elect:

10.3.1 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 (subject to the provisions of subparagraphs 10.9.1 through 10.9.3, inclusive).

10.3.2 Where the Work involved is covered by a subcontractor or supplier or is Self performed as described in subparagraphs 13.0.6.a and 13.0.6.b, by mutual acceptance of a lump sum price, which includes a Markup fee for overhead and profit (determined as provided in paragraphs 10.4 and 10.6)

10.3.3 When 10.3.1 and 10.3.2 are inapplicable and where the Work involved is covered by a subcontractor or supplier or is Self performed as described in subparagraphs 13.0.6.a and 13.0.6.b , on the basis of the "cost of the work" (determined as provided in paragraph 10.5) plus a Markup fee for overhead and profit (determined as provided in paragraph 10.6).

10.3.4 When the Work involved is covered under the reimbursable provisions for CONTRACTOR administrative and support Work allowed by subparagraph 13.0.6.c, as determined by the DEPARTMENT an adjustment to the approved estimated cost included in the GMP for this Work, which excludes a Markup fee for overhead and profit. In the absence of mutual acceptance of an adjustment, the CONTRACTOR shall provide written notice and proceed under the provisions of paragraph 10.2.

10.3.5 Before a Change Order or Supplemental Agreement is approved; the CONTRACTOR shall submit cost or pricing data in accordance with paragraphs 6.26 and 10.7 regarding the changed or extra Work. The CONTRACTOR shall certify that the data submitted is, to his best knowledge and belief, accurate, complete and current as of a mutually determined specified date and that such data will continue to be accurate and complete during the performance of the changed or extra Work.

10.4 Lump Sum Price Change Method

The CONTRACTOR shall prepare a lump sum proposal in the following format:

10.4.1 Direct Costs

a. Material (itemize)

1. The cost to the CONTRACTOR for the material directly required for the performance of the changed Work. Such cost of material may include the cost of transportation. Only the applicable portion of a delivery charge will be allowed if the delivery is not specifically for the changed Work,

2. Trade discounts offered by the supplier to the CONTRACTOR shall be credited to the DEPARTMENT. If the material is obtained from a source owned wholly or in part by the CONTRACTOR, payment thereof will not exceed the current wholesale price for the

material. The term "trade discount" includes the concept of cash discounting.

3. If, in the opinion of the DEPARTMENT, the cost of the material is excessive or if the CONTRACTOR fails to furnish satisfactory evidence of a cost to him from the supplier then, in either case, the cost of the material shall be deemed to be the lowest current wholesale price at which similar material is available in the quantities required.

4. The DEPARTMENT reserves the right to furnish such material as it deems advisable and the CONTRACTOR shall have no claims for cost or profit on material furnished by the DEPARTMENT.

b. Labor (man-hours, rates by crafts)

1. Payroll costs shall include, but not be limited to, salaries and wages, and fringe benefits including social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The costs for all supervision, including general superintendents and foremen, shall be included in the markups established by this Contract. The only exception to this shall be working foremen who perform manual labor. No labor charges will be accepted for engineering or proposal preparation. These costs shall be included in the markups established by this Contract.

c. Equipment (type, size, attachments, hours, rate)

1. The cost to the CONTRACTOR for the use of equipment directly required in the performance of the changed Work. No mobilization or demobilization cost will be allowed for equipment already on site.

2. For equipment owned, furnished, or rented by the CONTRACTOR, costs allowed shall be the actual usage costs incurred as supported by the CONTRACTOR's published standard equipment rates or rental invoices. Rates charged shall not exceed the rates established by the Rental Rate Blue Book.

3. The amount to be paid to the CONTRACTOR for the use of equipment as set forth above will constitute full compensation for the cost of fuel, power, oil, lubricants, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs incidental to the use of the equipment.

d. Consultants

1. Cost of outside consultants and professional personnel (including but not limited to engineers, architects, testing laboratories, and surveyors) employed for services necessary for the completion of the Work as may be required by the CONTRACTOR. The CONTRACTOR shall obtain the consent of the DEPARTMENT prior to engaging such outside consultants if the consultant's services are not specifically identified in the Contract Documents and qualifications are not previously provided therefor.

e. Direct costs shall not include:

1. Payroll costs and other compensation of the CONTRACTOR's officers, executives, principals of partnerships and sole proprietorships, general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, superintendents and non working foremen, and similar administrative personnel. These costs shall be considered administrative costs covered by the CONTRACTOR's Markup fee.

2. Expense of the CONTRACTOR's principal and branch offices other than that portion of the CONTRACTOR's office at the site devoted to the Work.

3. Any part of the CONTRACTOR's capital expenses. Interest on the CONTRACTOR's capital employed for the Work. Charges against the CONTRACTOR for delinquent payments.

4. Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Negligence costs include correction of defective Work, disposal of material wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind.

6. Cost of supplies not incorporated into the Work.

7. Cost of safety programs.

8. Cost of warranty work.

10.4.2 Sub Tier Subcontract Costs

a. If required by DEPARTMENT, CONTRACTOR shall obtain competitive quotes from Subcontractors or Suppliers and shall select and award subcontracts in accordance with the CONTRACTOR's subcontracting solicitation plan approved by the DEPARTMENT.

b. Direct costs shall be as outlined in paragraph 10.4.1.

c. Subcontractors' (at any tier) markups for overhead and profit shall not exceed eighteen (18) percent of the direct costs.

10.4.3 Overhead and Profit

a. The CONTRACTOR's Markup fee for overhead and profit shall not exceed the amounts provided in paragraph 10.6.

10.5 Cost of the Work Change Method

10.5.1 The term "cost of the work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the DEPARTMENT, such costs shall include only the Reimbursable Costs identified in paragraphs 10.5.1.a through 10.5.1.f and shall not include any of the Not Reimbursable Costs itemized in paragraph 10.5.1.g. The CONTRACTOR and the DEPARTMENT shall compare records of force account costs at the end of each workday. Copies of these records shall be made in duplicate by the CONTRACTOR and shall be signed daily by both the DEPARTMENT and the CONTRACTOR. Except as otherwise may be agreed to in writing by the DEPARTMENT, such costs shall be in amounts no higher than those prevailing in the locality of the Work. "Cost of the work" may include the following items:

a. Cost of all material furnished and incorporated in the Work, in accordance with Paragraph 10.4.1.a.

b. Labor costs for employees in the direct employment of the CONTRACTOR in the performance of the Work in accordance with Paragraph 10.4.1.b. Reimbursement for overtime and premium time outside of the CONTRACTOR's established working hours requires a minimum of 72 hours advanced notification provided to the DEPARTMENT.

c. Cost of equipment furnished and used in completion of the Work in accordance with Paragraph 10.4.1.c.

1. Equipment will be eligible for payment when operated and used on a full-time basis. Equipment is considered to be used full time when the equipment must be manned and ready for use at all times.

2. When the DEPARTMENT determines that equipment need not remain at the site continuously, payment will be limited to actual hours of use.

3. Rental rates for equipment retained on the Work for an extended duration will be adjusted to the then-current rate on the anniversary of the Work Start Date.

4. The hourly operating cost will be allowed for each hour that the equipment is in use. The rate will be the monthly rate divided by 176 hours for single-shift operations. Hourly rates will be adjusted for two- and three-shift operations as recommended by the Rental Rate Blue Book.

5. Equipment attachments will be included in the rate only when deemed by the DEPARTMENT to be essential to the Work. When multiple attachments are approved for use (tractor with ripper, dozer or tractor with loader and backhoe, etc.) and the attachments are being used interchangeably, only the one attachment having the higher rate will be eligible for payment.

6. Standby time, when ordered by the DEPARTMENT, will be paid as follows: -One-third of the total rate established in paragraphs 10.5.1.c.4 and 10.5.1.c.5 above, rounded to the nearest 10 cents. Standby rates which are calculated at less than one dollar per hour will not be paid. No more than 8 hours of standby will be paid during a 24-hour period. No more than 40 hours of standby will be paid during a one-week period. In the event of breakdown, or shutdown by order of the DEPARTMENT, of part or all of the equipment being used, payment for such equipment that is idled shall cease. Labor that is idled and cannot be diverted to other Work will be paid through the one-half shift during which the breakdown or shutdown occurred. No other payment will be made for non-operating hours.

7. Rental will not be allowed for equipment listed in the Shop Tools section of the Rental Rate Blue Book having a daily rate of less than $5 each. Individual pieces of equipment not specifically covered by the Rental Rate Blue Book and having a value of $750 or less shall be considered "small tools and equipment for which no rental is allowed."

d. Payments made by the CONTRACTOR to Sub tier Subcontractors for Work performed by Sub tier Subcontractors in accordance with paragraph 10.4.2

e. Cost of outside Consultants and professional personnel as may be required in connection with services provided by the CONTRACTOR for completion of the Work in accordance with paragraph 10.4.1.d.

f. Supplemental costs:

1. Sales, use, or similar taxes related to the Work, and for which the CONTRACTOR is liable, imposed by any governmental authority.

2. Costs for royalty payments, fees, permits, and licenses other than those caused by the negligence of the CONTRACTOR or the CONTRACTOR's employees, agents, or Subcontractors.

3. Losses, damages, and related expenses sustained by the CONTRACTOR in connection with the execution of the Work that are not caused by the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and are not compensated for by insurance recovery. Losses, damages, and related expenses shall include settlements made with the written consent and approval of the DEPARTMENT.

   i. No such losses, damages and related expenses shall be included in the force account cost for the purpose of determining the CONTRACTOR's markup for overhead and profit.

   ii. For any loss or damage requiring reconstruction that the CONTRACTOR is placed in charge of, the CONTRACTOR shall be paid for services to the extent otherwise eligible for payment under Article 10.5,

4. The cost of utilities, fuel, and sanitary facilities at the site.

5. Minor expenses in connection with the Work such as telegrams, long distance telephone calls, telephone service at the site, expressage, and petty cash items.

6. Rental of all the CONTRACTOR-owned and operated power tools and equipment having a value greater than $750, which the DEPARTMENT approves for use. The cost of small tools and equipment, excluding hand tools owned by the workers, having a value of $750 or less which are consumed in the performance of the Work.

g. Cost of the Work method shall not include:

1. Payroll costs and other compensation of the CONTRACTOR's officers, executives, principals of partnerships and sole proprietorships, general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, superintendents and non working foremen, and similar administrative personnel. These costs shall be considered administrative costs covered by the CONTRACTOR's Markup fee.

2. Expense of the CONTRACTOR's principal and branch offices other than that portion of the CONTRACTOR's office at the site devoted to the Work.

3. Any part of the CONTRACTOR's capital expenses. Interest on the CONTRACTOR's capital employed for the Work. Charges against the CONTRACTOR for delinquent payments.

4. Costs due to the negligence of the CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Negligence costs include correction of defective Work, disposal of material wrongly supplied, and making good any damage to property.

5. The costs of any item not specifically and expressly included in Paragraphs 10.5.1.a through 10.5.1.f.

10.5.2 Overhead and Profit

a. The CONTRACTOR's Markup fee for overhead and profit shall not exceed the amounts provided in paragraph 10.6

10.6 Fee on Changed Work

10.6.1 **CONTRACTOR's Fixed Fee**

The CONTRACTOR's Fixed Fee included in the GMP shall not be increased or decreased unless the MACC, adjusted to include all change orders, varies more than five (5) percent above or five (5) percent below the original MACC. If the MACC, adjusted to include all change orders, is:

a. Greater than One-hundred and five (105) percent of the value of the original MACC, the CONTRACTOR's Fixed Fee shall increase. The amount of the Fixed Fee increase shall be determined by multiplying the portion of the MACC, adjusted to include all change orders, which is above this value, by the Fixed Fee Ratio; the DEPARTMENT will add the resulting product to the CONTRACTOR's Fixed Fee component of the GMP.

b. Less than Ninety-five (95) percent of the value of the original MACC, the CONTRACTOR'S Fixed Fee shall decrease. The amount of the Fixed Fee decrease shall be determined by multiplying that portion of the MACC, including all change orders, which is below this value by the Fixed Fee Ratio; the DEPARTMENT will subtract the resulting product from the CONTRACTOR'S Fixed Fee component of the GMP.

10.6.2 **Subcontractor's Markup Fee and Markup Fee on Self Performed Work**

Except where specified, the term Subcontractor in 10.6.2 shall also be applied to Self-performed work by the CONTRACTOR. The Markup fee for overhead and profit for Subcontractor Changed Work, shall be determined as follows.

a. A Markup fee based on the following maximum rates of cost markup for the Subcontractor (to cover both overhead and profit of the Subcontractor) shall be used in the negotiation of a lump-sum Change Order under paragraph 10.4:

1. When the work is performed by a subcontractor, the Markup fee for the subcontractor which is performing the work shall be eighteen (18) percent of the costs incurred, and when the CONTRACTOR Self-performs work, the Markup fee for the CONTRACTOR shall be thirteen (13) percent. When multiple tiers of subcontractors are involved, the Markup fee to each intermediate tier subcontractor shall be limited to ten (10 percent) of the total cost of the changed work by the subcontractor which actually performs the work.

2. These terms shall also apply to the proposals of subcontractors of all tiers.

3. No Markup fee is allowed for costs listed in paragraphs 10.4.1.d and 10.4.1.e

b. A Markup fee based on the following percentages of the various portions of the "cost of the work" under paragraph 10.5:

1. For costs incurred under paragraphs 10.5.1.a through 10.5.1.c the Markup fee for the subcontractor which is performing the work shall be fifteen (15) percent and when the CONTRACTOR Self-performs work, the Markup fee for the CONTRACTOR shall be ten (10) percent.

2. For costs incurred under paragraph 10.5.1.d. the Markup fee for the subcontractor which is performing the work shall be fifteen (15) percent of the costs incurred under paragraphs 10.5.1.a through 10.5.1.c. and the Markup fee to each intermediate tier subcontractor shall be limited to five (5) percent of the total cost of the changed work by the subcontractor which actually performs the work.

3. No Markup fee shall be payable on the basis of costs itemized under paragraphs 10.5.1.e through 10.5.1.g.

c. The amount of credit to be allowed by the Subcontractor to the DEPARTMENT for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Subcontractor's Markup fee by an amount equal to ten (10) percent of the net decrease

d. When both additions and credits are involved in any one change, the adjustment in Subcontractor's Markup fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.a through 10.6.2.c, inclusive.

e. Cost Changes to Bonds and Insurance:

When changes in the Work require new or increased premiums on bonds and insurance, or premiums for property insurance coverage within the limits of the deductible amounts established by the DEPARTMENT in accordance with Article 5, the DEPARTMENT shall reimburse such costs.

10.7 Cost Breakdown

Whenever the value or cost of any Work is to be determined pursuant to Article 10, the CONTRACTOR will submit in a form acceptable to the DEPARTMENT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the GMP all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the Contracting Officer. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR's cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the GMP and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due the CONTRACTOR on account of Work covered by allowances, and the GMP shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the GMP will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as

indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial GMP. Determinations of the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR will be made by the DEPARTMENT in accordance with paragraph 10.10.

10.9.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR's overhead and profit for each separately identified item; however, it shall not include the CONTRACTOR's Fixed Fee. If the "Basis of Payment" clause in the Contract Documents relating to any unit price in the bid schedule requires that the said unit price cover and be considered compensation for certain work or material essential to the item, this same work or material will not also be measured or paid for under any other pay item which may appear elsewhere in the Contract Documents. Each unit price item shall include all overhead and profit but shall not include the CONTRACTOR's Fixed Fee.

10.9.3 Payment to the CONTRACTOR shall be made only for the actual quantities of Work performed and accepted or materials furnished, in conformance with the Contract Documents. When the accepted quantities of Work or materials vary from the quantities stated in the bid schedule, or change documents, the CONTRACTOR shall accept as payment in full, payment at the stated unit prices for the accepted quantities of Work and materials furnished, completed and accepted; except as provided below:

a. When the quantity of Work to be done or material to be furnished under any item, for which the total cost of the item exceeds ten (10) percent of the total GMP, is increased by more than twenty-five (25) percent of the quantity stated in the bid schedule, or change documents, either party to the Contract, upon demand, shall be entitled to an equitable unit price adjustment on that portion of the Work above one-hundred-twenty-five (125) percent of the quantity stated in the bid schedule.

b. When the quantity of Work to be done or material to be furnished under any major item, for which the total cost of the item exceeds ten (10) percent of the total GMP, is decreased by more than twenty-five (25) percent of the quantity stated in the bid schedule, or change documents either party to the Contract, upon demand, shall be entitled to an equitable price adjustment for the quantity of Work performed or material furnished, limited to a total payment of not more than seventy-five (75) percent of the amount originally bid for the item.

10.10 Determinations for Unit Prices

The Contracting Officer will determine the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR. The Contracting Officer will review with the CONTRACTOR preliminary determinations on such matters before finalizing the costs and quantities on the Schedule of Values. The Contracting Officer's acknowledgment thereof will be final and binding on the CONTRACTOR, unless, within 10 days after the date of any such decisions, the CONTRACTOR delivers to the Contracting Officer written notice of intention to appeal from such a decision.

10.11 Federal Disadvantaged Business Enterprise (DBE) Program (Federal-Aid Contracts)

The DBE program shall be in accordance with Section 00120.

ARTICLE 11 - CONTRACT TIME; COMPUTATION AND CHANGE

11.1 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day indicated in the Notice to Proceed.

11.2 Starting the Work

No Work on Contract items shall be performed before the effective date of the Notice to Proceed. The CONTRACTOR shall notify the Contracting Officer at least 24 hours in advance of the time actual construction operations will begin. The CONTRACTOR may request a limited Notice to Proceed after Award has been made, to permit him to order long lead materials which could cause delays in Project completion. However, granting is within the sole discretion of the Contracting Officer, and refusal or failure to grant a limited Notice to Proceed shall not be a basis for claiming for delay, extension of time, or alteration of price.

11.3 Computation of Contract Time

11.3.1 When the Contract Time is specified on a Calendar Day basis, all Work under the Contract shall be completed within the number of Calendar Days specified. The count of Contract Time begins on the day following receipt of the Notice to Proceed by the CONTRACTOR, if no starting day is stipulated therein.

Calendar Days shall continue to be counted against Contract Time until and including the date of Substantial Completion of the Work.

11.3.2 When the Contract completion time is specified as a fixed calendar date, it shall be the date of Substantial Completion.

11.4 Time Change

The Contract Time may only be changed by a Change Order or Supplemental Agreement.

11.5 Extension Due to Delays

The right of the CONTRACTOR to proceed shall not be terminated nor the CONTRACTOR charged with liquidated or actual damages because of delays to the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to the following: acts of God or of the public enemy, acts of the DEPARTMENT in its contractual capacity, acts of another contractor in the performance of a contract with the DEPARTMENT, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of Subcontractors or Suppliers due to such causes. Any delay in receipt of materials on the site, caused by other than one of the specifically mentioned occurrences above, does not of itself justify a time extension, provided that the CONTRACTOR shall within twenty four (24) hours from the beginning of any such delay (unless the Contracting Officer shall grant a further period of the time prior to the date of final settlement of the Contract), notify the Contracting Officer in writing of the cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when the findings of fact justify such an extension.

11.6 Essence of Contract

All time limits stated in the Contract Documents are of the essence of the Contract.

11.7 Reasonable Completion Time

It is expressly understood and agreed by and between the CONTRACTOR and the DEPARTMENT that the date of beginning and the time for Substantial and Final Completion of the Work described herein are reasonable times for the completion of the Work.

11.8 Delay Damages

Whether or not the CONTRACTOR's right to proceed with the Work is terminated, he and his Surety shall be liable for damages resulting from his refusal or failure to complete the Work within the specified time.

Liquidated damages for delay shall be paid by the CONTRACTOR or his Surety to the DEPARTMENT in the amount as specified in the Supplementary Conditions for each Calendar Day the completion of the Work or any part thereof is delayed beyond the time required by the Contract, or any extension thereof.

The DEPARTMENT may deduct any monies due the DEPARTMENT for liquidated damages from any monies due the CONTRACTOR. If no money is due the CONTRACTOR, the DEPARTMENT shall have the right to recover said sum from the CONTRACTOR, the surety or both.

The CONTRACTOR acknowledges that the liquidated damages established herein are not a penalty but rather constitute a reasonable estimate of damages that the DEPARTMENT will sustain by reason of delayed completion. The liquidated damages represent a reasonable estimate of actual damages resulting from additional costs for continued management, loss of production and the value of money.

These liquidated damages will continue to run both before and after termination in the event of default termination. These liquidated damages do not cover excess costs of completion or DEPARTMENT costs, fees, and charges related to re-procurement. If a default termination occurs, the CONTRACTOR or his Surety shall pay, all excess costs and expenses related to completion as provided by Article 14.2.9 in addition to these damages.

Permitting the CONTRACTOR to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the DEPARTMENT of any of its rights under the Contract.

ARTICLE 12 - QUALITY ASSURANCE

12.1 Warranty and Guaranty

The CONTRACTOR warrants and guarantees to the DEPARTMENT that all Work will be in accordance with the Contract Documents and will not be Defective. Prompt notice of all defects shall be given to the CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected or accepted as provided for in this article.

12.2 Access to Work

The DEPARTMENT and the DEPARTMENT's representatives, testing agencies and governmental agencies with jurisdiction interests will have access to the Work at reasonable times for their observation, inspecting and testing. The CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 The CONTRACTOR shall give the Contracting Officer timely notice of readiness of the Work for all required inspections, tests or Approvals.

12.3.2 If Regulatory Requirements of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, the CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish the Contracting Officer the required certificates of inspection, testing or approval, except that the DEPARTMENT shall pay the cost of Special Inspections required by the International Building Code and the authority having jurisdiction. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with DEPARTMENT's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for Approval prior to the CONTRACTOR's purchase thereof for incorporation in the Work.

The CONTRACTOR shall pay the cost of all inspections, tests and approvals that are required by the Contract Documents in addition to those above. The DEPARTMENT may perform additional tests and inspections that it deems necessary to insure quality control. All such failed tests or inspections shall be at the CONTRACTOR's expense.

12.3.3 Not Used

12.3.4 If any Work (including the work of others) that is to be inspected, tested or Approved is covered without written concurrence of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the Contracting Officer timely notice of CONTRACTOR's intention to cover the same and the Contracting Officer has not acted with reasonable promptness in response to such notice.

12.3.5 Neither observations nor inspections, tests or Approvals, including Quality Assurance tests or inspections by the DEPARTMENT or others shall relieve the CONTRACTOR from the CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

12.4 Uncovering Work

12.4.1 If any Work is covered contrary to the written request of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered for the Contracting Officer's observation and replaced at the CONTRACTOR's expense.

12.4.2 If the Contracting Officer considers it necessary or advisable that covered Work be observed inspected or tested, the CONTRACTOR, at the Contracting Officer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Contracting Officer 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 and indirect costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) and the DEPARTMENT shall be entitled to an appropriate decrease in the Contract Price. If, however, such Work is not found to be Defective, the CONTRACTOR shall be allowed an increase in the GMP or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

12.5 DEPARTMENT May Stop the Work

If the Work is Defective, or the CONTRACTOR fails to supply suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Contracting Officer may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Contracting Officer to stop the Work shall not give rise to any duty on the part of the Contracting Officer to exercise this right for the benefit of the CONTRACTOR or any other party.

12.6 Correction or Removal of Defective Work

If required by the Contracting Officer, the CONTRACTOR shall promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Contracting Officer, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. The CONTRACTOR shall bear all direct and indirect costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.7 One Year Correction Period and Standard Warranty

If within one year after the date of Substantial Completion of the Construction Contract or such longer period of time as may be prescribed by Regulatory Requirements or by the terms of any applicable special guarantee or extended warranty 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 DEPARTMENT and in accordance with the Contracting Officer's written instructions, either correct such Defective Work, or, if it has been rejected by the Contracting Officer, remove it from the site and replace it with conforming Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the DEPARTMENT may have the Defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service for the benefit of the DEPARTMENT before Substantial Completion of all the Work, the correction and warranty period for that item may begin on an earlier date if so provided in the Specifications or by Change Order. Provisions of this paragraph are not intended to shorten the statute of limitations for bringing an action.

12.8 Acceptance of Defective Work

Instead of requiring correction or removal and replacement of Defective Work, the Contracting Officer may accept Defective Work; the CONTRACTOR shall bear all direct and indirect costs attributable to the Contracting Officer's evaluation of and determination to accept such Defective Work (costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). 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 DEPARTMENT shall be entitled to an appropriate decrease in the GMP. If the DEPARTMENT has already made final payment to the CONTRACTOR, the CONTRACTOR or his Surety shall pay an appropriate amount to the DEPARTMENT.

12.9 DEPARTMENT May Correct Defective Work

If the CONTRACTOR fails within a reasonable time after written notice from the Contracting Officer to proceed to correct Defective Work or to remove and replace rejected Work as required by the Contracting Officer in accordance with paragraph 12.6, or if the CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if the CONTRACTOR fails to comply with any other provision of the Contract Documents, the DEPARTMENT may, after 7 days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the DEPARTMENT shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Contracting Officer may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or approved remote storage sites

or for which the DEPARTMENT has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the Contracting Officer and his authorized representatives such access to the site as may be necessary to enable the Contracting Officer to exercise the rights and remedies under this paragraph. All direct and indirect costs of the DEPARTMENT in exercising such rights and remedies will be charged against the CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the DEPARTMENT shall be entitled to an appropriate decrease in the GMP. Such direct and indirect costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's Defective Work. The CONTRACTOR shall not be allowed an extension of time because of any delay in performance of the work attributable to the exercise, by the Contracting Officer, of the DEPARTMENT's rights and remedies hereunder.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION

13.0 Guaranteed Maximum Price (GMP) Allowable Costs, Maximum Allowable Construction Cost (MACC), Fees, and Allowances

13.0.1 Basis

The CONTRACTOR shall be entitled to the following compensation, and no other, for satisfactory performance of the work required under this Contract:

a. Subject to the provisions of this Contract, including but not limited to provisions regarding the Guaranteed Maximum Price (GMP), reimbursement of reasonable costs actually incurred in performance of the Contract for which reimbursement is expressly authorized by this Contract;

b. A Fixed Fee equal to the Fixed Fee Ratio multiplied by the Maximum Allowable Construction Cost (MACC) for Work under the base (original GMP) Contract plus any increase or decrease to the Fixed Fee resulting from change orders in accordance with paragraph 10.6.1; and

c. In addition to and not as a part of the GMP, the CONTRACTOR shall be entitled to an Incentive Fee in accordance with the express provisions of this Contract.

13.0.2 Guaranteed Maximum Price (GMP)

The GMP consists of the MACC plus the Fixed Fee.

13.0.3 Maximum Allowable Construction Cost (MACC)

a. Amount

The DEPARTMENT's obligation to the CONTRACTOR for allowable reimbursable costs under this Contract shall not exceed the Maximum Allowable Construction Cost, (MACC), subject only to adjustments up or down to reflect changes in work scope effected by fully executed Change Orders or Supplemental Agreements.

b. Components

Prior to the award of a contract to perform the construction Work, the MACC is the estimated and negotiated sum of all reimbursable costs as defined in the Contract for the performance of the work, consisting of two components: (1) the negotiated cost Cost of the Work, and (2) the Contingency. After award of a contract to perform the construction Work, the MACC may be adjusted by Change Order or Supplemental Agreement, but only in accordance with the Contract.

1. Negotiated Cost of the Work

The Negotiated Cost of the Work may include the following pursuant to paragraph 13.0.6: (1) Subcontractor and Supplier Costs, (2) Self-performed Work Costs, and (3) CONTRACTOR administrative and support Work Costs allowed by paragraph 13.0.6.c. In addition, the Negotiated Cost of the Work may include Allowances as directed by the DEPARTMENT pursuant to paragraph 13.0.9.

Self Performed Work - Upon written approval of the DEPARTMENT, the CONTRACTOR may self-perform greater than twenty (20) percent of the work in any single Contract phase under the CM/GC PROJECT, as long as the total value of Self performed Work does not exceed twenty (20) percent of the total MACC for all Contract phases of work included in the CM/GC PROJECT. The CONTRACTOR will notify the DEPARTMENT in writing of any Contract Work it proposes to self-perform and submit a Cost Proposal for performing the work. The CONTRACTOR's cost proposal for Self-performed Work shall not include the CONTRACTOR's Fixed Fee (The CONTRACTOR's Fixed Fee shall be applied separately pursuant to paragraphs 13.0.1 and 13.0.2). Self-performed Work is to be included in the MACC as part of the Negotiated Cost of the Work. It will be reimbursed and treated as a subcontract except when otherwise specified in this Contract. The DEPARTMENT may accept the CONTRACTOR's proposal to self-perform work; negotiate a price acceptable to both parties for performing the work; or, require the CONTRACTOR to Subcontract the work to others.

2. Contingency

i. The Construction Contingency, may only be expended or committed by the CONTRACTOR for the Cost of the Work with prior review between CONTRACTOR and DEPARTMENT with documentation of notification and written consent of the DEPARTMENT before the CONTRACTOR may commit or expend these construction contingency funds. Articles 10.4 and 10.5, 10.6.2, 10.6.7, and 10.9 shall be used for price determination when utilizing Construction Contingency funds. Any construction contingency remaining at Final Completion shall revert to the DEPARTMENT, and is not payable to the CONTRACTOR. Written notification and consent may occur at work sessions related to the construction contingency utilization review and/or during the monthly billing review procedure. The Construction Contingency is to be used for:

Additions to the scope of the Work.

Additional work arising from regulatory requirements.

ii. The CONTRACTOR's Contingency component shall be used for the cost of the Work at the CONTRACTOR's discretion. This portion of the contingency shall be reviewed with the DEPARTMENT monthly on an information only basis. Unused CONTRACTOR's contingency component shall be returned to the DEPARTMENT through the Change Order process.

13.0.4 Not Used

13.0.5 Adjustments

a. The CONTRACTOR shall familiarize itself with the design documents and make every effort to determine the complete scope of work reflected therein. CONTRACTOR acknowledges that the design documents are not complete, but the CONTRACTOR represents that it has priced all of the Work reflected on the contract documents and all work reasonably inferable as necessary to complete the design reflected in the contract documents. No Change Order shall be issued for an adjustment in GMP or contract time for work which should have reasonably been anticipated from the contract documents.

b. The GMPs for the construction contract or contracts under the CM/GC PROJECT will be negotiated and awarded as described in the Supplementary Conditions.

c. The design upon which the GMP is based is fully described in the Contract Documents. The CONTRACTOR represents that it relied upon the Contract Documents in extrapolating costs for the GMP:

d. The GMP shall be adjusted up or down in response to fully executed change orders that change the scope of the work required under the Contract.

13.0.6 Reimbursable Costs

Subject to the GMP and other provisions of the Contract, the DEPARTMENT shall reimburse the CONTRACTOR for reasonable costs directly attributable to this Contract and incurred in the following categories, and no others (for purposes of this section reimbursable costs exclude CONTRACTOR mark-up and fees, which are addressed elsewhere):

a Subcontractors and Suppliers

Payments to subcontractors and suppliers, provided that the DEPARTMENT shall receive the benefit of trade and quantity discounts, and the CONTRACTOR shall retain the benefits of discounts for early or timely payment.

b. Self-Performed Work

The Self-performed Work authorized by this Contract will be reimbursed and treated as a subcontract except when otherwise specified in the Contract.

c. CONTRACTOR Performed administrative and support Work covered in the General Requirements, and the General Conditions and Supplementary Conditions.

The DEPARTMENT will reimburse the CONTRACTOR for the costs of administrative and support work required to perform the Work in accordance with the following paragraphs, provided the CONTRACTOR authenticates to the satisfaction of the DEPARTMENT that these costs are not included in the CONTRACTOR's Home Office overhead or Fixed Fee:

1. Regular Labor Costs

   Salaries or wages, plus fringe benefits routinely provided by the CONTRACTOR (including, as applicable, retirement, life insurance, medical insurance, sick leave, holiday pay, vacation, and other benefits required by law or by a then current labor agreement), for all of the following employees for the time they are engaged in the work under the Contract:

   i. Field labor, including field superintendents;

   ii. Employees stationed at the CONTRACTOR's field office;

   iii. Employees engaged at the shops or on the road in expediting the production or transportation of materials or equipment required of this contract; and

2. Not Used

3. Not Used

4. Not Used

5. Overtime Labor Costs

   Overtime identified in the CONTRACTOR's estimate of reimbursable costs, plus overtime approved by the DEPARTMENT in advance for additional work required by the DEPARTMENT.

6. Subsistence and Travel

   Subsistence and travel for the CONTRACTOR's salaried employees normally stationed in the field office when those employees are required to travel and remain out of the Anchorage metropolitan area in direct performance of work under this Contract, but only with DEPARTMENT prior approval.

7. Supplies

   Field office supplies and services, including office supplies, telephone, postage, reproduction, photographs, and field office data processing equipment.

8. Fire and Safety

   Safety, first aid, and temporary fire protection.

9. Job Site Facilities and Services

   Temporary facilities and services at the job site, including the job shack and other structures, sanitation, debris removal, roads, heat, light, water, air, and weather protection. Utilities shall be reimbursable to the extent that they are not furnished by the DEPARTMENT as outlined in the Contract Documents.

10. Materials

    Materials, expendable supplies, consumables (other than hand tools owned by CONTRACTOR's employees on the project), and their transportation to the work site.

11. Taxes, License Fees, Bond Premiums, Insurance Premiums as required pursuant to paragraph 5.4.2, and Royalties

    Licenses, royalties, bond premiums, and sales or similar taxes which the CONTRACTOR is required by law to pay and are in effect as of the effective date of this contract, other than

personal property taxes on the CONTRACTOR's construction equipment and CONTRACTOR's income taxes.

12. CONTRACTOR's Equipment

Reimbursement for use of CONTRACTOR owned equipment shall be at the CONTRACTOR's published rental equipment rates included in this Contract, plus cost of fuel and routine maintenance. Prior to use of such equipment, the CONTRACTOR shall furnish the DEPARTMENT with a rent versus purchase analysis, the DEPARTMENT shall have the unilateral right to decide whether to rent the equipment or provide DEPARTMENT equipment to the CONTRACTOR. For those items of equipment for which the total rental is expected to exceed the replacement cost shown on the equipment rental rate table, the DEPARTMENT will have the right to discontinue further monthly rental payments beyond the replacement value but retain the service of the equipment; reimbursing the CONTRACTOR only for fuel and routine maintenance costs. For equipment furnished by the DEPARTMENT to the CONTRACTOR for use on the Work, the CONTRACTOR will be reimbursed for transportation to and from the site, unloading and loading at the site, repair, maintenance and fueling.

13. Rented Equipment

Rental of equipment owned by third party equipment vendors while it is engaged in Contract work, plus fuel and routine maintenance at the CONTRACTOR's actual cost. Prior to use of such equipment, the CONTRACTOR shall furnish the DEPARTMENT with a rent versus purchase analysis, the DEPARTMENT shall have the unilateral right to decide whether to rent the equipment or provide DEPARTMENT equipment to the CONTRACTOR. For equipment furnished by the DEPARTMENT to the CONTRACTOR for use on the Work, the CONTRACTOR will be reimbursed for transportation to and from the site, unloading and loading at the site, repair, maintenance and fueling.

14. Material Storage

Offsite storage of materials in a location and under circumstances approved by the DEPARTMENT in advance and in writing.

15. Permits

All building and other permits for which the CONTRACTOR is responsible under the Contract.

16. Documents

Preparing, obtaining, and copying reports, schedules, manuals, drawings, specifications, related data processing services, and other documents necessary for the performance of the Contract work, except as specified in paragraph 13.0.7.6.

17. Legal Costs

Reasonable attorney's fees and other costs necessarily incurred by the CONTRACTOR in mediation, arbitration, or litigation necessarily and reasonably incurred in the performance of the Work, but not including fees or costs arising in connection with disputes between the CONTRACTOR, including its subcontractors or suppliers and the DEPARTMENT. The CONTRACTOR shall notify the DEPARTMENT in writing within 5 days of the CONTRACTOR's knowledge of potential for incurring such cost.

18. Craft Labor for CONTRACTOR Performed administrative and support Work covered under paragraph 13.0.6.c

For work required in performance of the administrative and support Work allowed under paragraph 13.0.6.c, the CONTRACTOR may use CONTRACTOR-furnished craft labor.

19. Consultants

Cost of outside Consultants and professional personnel as may be required in connection with services provided by the CONTRACTOR. The CONTRACTOR shall obtain the consent of the DEPARTMENT prior to engaging such outside Consultants who not specifically required and identified in the Contract Documents.

20. Insurance Losses

Excluding losses resulting from gross negligence, willful misconduct or malicious behavior, the cost of repairing damaged Work, only to the extent that the cost of such repairs is not recoverable by the CONTRACTOR from others and the CONTRACTOR is not compensated therefor by insurance or otherwise, provided that the remaining available Contractor's Contingency within the GMP is not exceeded.

13.0.7 Costs Not Reimbursable

The following is a non-exclusive list of categories of costs for which the CONTRACTOR is not entitled to reimbursement, and are to be accounted for in CONTRACTOR's Fixed Fee:

a. Certain Salaries and Other Compensation

The salary of any individual who is a partner in or an officer of the CONTRACTOR, or of any individual employed in any of the CONTRACTOR's offices other than the field office except as provided for in the Supplementary Conditions.

b. Overhead

Home Office overhead and any corporate general and administrative costs including any costs described in 13.0.6 that are included in the CONTRACTOR's Home Office overhead.

c. Interest

Interest on capital.

d. Employee Relocation Expenses

Any expenses related to employee relocation, including but not limited to moving costs, subsistence, and/or living allowances.

e. Profit

Profit.

f. Proposal

Preparation of the CONTRACTOR's response to the DEPARTMENT's request for proposals for this Contract.

g. Hand Tools

The hand tools owned by the CONTRACTOR's employees on the project.

h. Corrective Work

The cost of corrective work performed as Self-performed Work or by subcontractors and suppliers.

i. Excess Costs

Otherwise reimbursable costs in excess of the MACC.

13.0.8 MACC Allowances

The MACC may be subject to adjustment for changes in the MACC Allowances for the cost of work items included in the MACC. MACC Allowances will be indicated in the Contract Documents

a. Unless otherwise stated, these MACC Allowances cover all costs related to the described items, including but not limited to labor, material, equipment, delivery, taxes, handling costs, installation costs, and subcontracts.

b. If the final cost of a MACC Allowance item is more or less than the MACC Allowance, the MACC and GMP may be increased or decreased by subsequent change order by an amount equal to the difference between the final cost of the MACC Allowance item and the MACC Allowance amount stated in this Contract, as approved by the DEPARTMENT.

13.1 Schedule of Values

The Schedule of Values established as provided in paragraph 6.6 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Contracting Officer. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Preliminary Payments

Upon approval of the Schedule of Values the CONTRACTOR may be paid for direct costs substantiated by paid invoices and other prerequisite documents required by the General Requirements. Direct costs shall include the cost of bonds, insurance, approved materials stored on the site or at approved remote storage sites, deposits required by a Supplier prior to fabricating materials, and other approved direct mobilization costs substantiated as indicated above. These payments shall be included as a part of the total GMP as stated in the Contract.

13.3 Application for Progress Payment

The CONTRACTOR shall submit to the Contracting Officer for review an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. The CONTRACTOR may submit periodically, but not more than once each month, a request for payment for work performed, materials delivered and stored on the site and progress payment of the CONTRACTOR's Fixed Fee equal to a proportional amount of the reimbursable costs for each payment request. Payment shall be based on the most recent schedule of values submitted by the CONTRACTOR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various pieces of work, except the CONTRACTOR's Fixed Fee and the contingency account shall be shown as separate items. Applications for Payment shall show the percentage of completion for each portion of the Work as of the end of the period covered as described below:

The percentage of completion for costs covered under Articles 10, 13.0.6.a and 13.0.6.b for Subcontractor and Supplier, and Self-Performed Work shall be the percentage of that portion of the Work that has actually been completed. The percentage of completion for costs covered under Article 13.0.6.c shall be calculated based on the estimated actual expense for that portion of the Work incurred during the period of the Application for Payment.

Payment requests shall be submitted to the DEPARTMENT, who will promptly verify the correctness thereof for payment. Payment will be due and payable promptly by the DEPARTMENT after the DEPARTMENT's receipt and approval of a correct payment request in accordance with the Alaska Statutes. Final payment will be processed in the same manner. Progress payments will be made in accordance with the General Conditions, for payments and retainage. For all payment requests after the initial Application for Payment, the CONTRACTOR shall transmit such cost reports as requested by the DEPARTMENT from the CONTRACTOR's automated cost accounting system that detail and substantiate the actual expenses incurred during the prior Application for Payment period, together with the current payment request. The CONTRACTOR shall make adjustments up or down when the actual expenses are higher or lower than the corresponding amount requested in the prior Application for Payment. The CONTRACTOR shall retain accounting records that show, in detail and as completely as possible, moneys paid by the CONTRACTOR on account of the cost of the Work during the period involved, with copies of payroll for labor, records of equipment used, and copies of bills. These records shall be kept at the CONTRACTOR's jobsite office and shall be available for audit by the DEPARTMENT at any time. At any time the DEPARTMENT may request copies of supporting invoices or other documents required by the DEPARTMENT.

13.4 Review of Applications for Progress Payment

Contracting Officer will either indicate in writing a recommendation of payment or return the Application for Payment to the CONTRACTOR indicating in writing the Contracting Officer's reasons for refusing to recommend payment. In the latter case, the CONTRACTOR may make the necessary corrections and

resubmit the Application for Payment.

13.5 Stored Materials and Equipment

If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, paid invoice or other documentation warranting that the DEPARTMENT has received the materials and equipment free and clear of all charges, security interests and encumbrances and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the DEPARTMENT's interest therein, all of which will be satisfactory to the Contracting Officer. No payment will be made for perishable materials that could be rendered useless because of long storage periods. No progress payment will be made for living plant materials until planted.

13.6 CONTRACTOR's Warranty of Title

The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the DEPARTMENT no later than the time of payment free and clear of any claims, liens, security interests and further obligations.

13.7 Withholding of Payments

The DEPARTMENT may withhold or refuse payment for any of the reasons listed below provided it gives written notice of its intent to withhold and of the basis for withholding:

13.7.1 The Work is Defective, or completed Work has been damaged requiring correction or replacement, or has been installed without Approval of Shop Drawings, or by an unapproved Subcontractor, or for unsuitable storage of materials and equipment.

13.7.2 A Change Order has reduced the GMP,

13.7.3 The DEPARTMENT has been required to correct Defective Work or complete Work in accordance with paragraph 12.9.

13.7.4 The DEPARTMENT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.l.a through 14.2.1.m inclusive.

13.7.5 Claims have been made against the DEPARTMENT or against the funds held by the DEPARTMENT on account of the CONTRACTOR's actions or inactions in performing this Contract, or there are other items entitling the DEPARTMENT to a set off.

13.7.6 Subsequently discovered evidence or the results of subsequent inspections or test; nullify any previous payments for reasons stated in subparagraphs 13.7.l through 13.7.5.

13.7.7 The CONTRACTOR has failed to fulfill or is in violation of any of his obligations under any provision of this Contract.

13.8 Retainage

At any time the DEPARTMENT finds that satisfactory progress is not being made it may in addition to the amounts withheld under 13.7 retain a maximum amount equal to ten (10) percent of the total amount earned on all subsequent progress payments. This retainage may be released at such time as the Contracting Officer finds that satisfactory progress is being made.

13.9 Request for Release of Funds

If the CONTRACTOR believes the basis for withholding is invalid or no longer exists, immediate written notice of the facts and Contract provisions on which the CONTRACTOR relies, shall be given to the DEPARTMENT, together with a request for release of funds and adequate documentary evidence proving that the problem has been cured. In the case of withholding which has occurred at the request of the Department of Labor, the CONTRACTOR shall provide a letter from the Department of Labor stating that withholding is no longer requested. Following such a submittal by the CONTRACTOR, the DEPARTMENT shall have a reasonable time to investigate and verify the facts and seek additional assurances before determining whether release of withheld payments is justified.

13.10 Substantial Completion

When the CONTRACTOR considers the Work ready for its intended use, and has obtained the approval of all maintenance and operating manuals and marked up record documents, the CONTRACTOR shall notify the Contracting Officer in writing that the Work or a portion of Work which has been specifically identified in the Contract Documents is substantially complete (except for items specifically listed by the CONTRACTOR as incomplete) and request that the DEPARTMENT issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Contracting Officer, the CONTRACTOR and appropriate Consultant(s) shall make an inspection of the Work to determine the status of completion. If the Contracting Officer does not consider the Work substantially complete, the Contracting Officer will notify the CONTRACTOR in writing giving the reasons therefor. If the Contracting Officer considers the Work substantially complete, the Contracting Officer will within fourteen days execute and deliver to the CONTRACTOR a certificate of Substantial Completion with tentative list of items to be completed or corrected. At the time of delivery of the certificate of Substantial Completion the Contracting Officer will deliver to the CONTRACTOR a written division of responsibilities pending Final Completion with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties which shall be consistent with the terms of the Contract Documents.

The DEPARTMENT shall be responsible for all DEPARTMENT costs resulting from the initial inspection and the first re-inspection; the CONTRACTOR shall pay all costs incurred by the DEPARTMENT resulting from re-inspections, thereafter.

13.11 Access Following Substantial Completion

The DEPARTMENT shall have the right to exclude the CONTRACTOR from the Work after the date of Substantial Completion, but the DEPARTMENT shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

13.12 Final Inspection

Upon written notice from the CONTRACTOR that the entire Work or an agreed portion thereof is complete, the Contracting Officer will make a final inspection with the CONTRACTOR and appropriate Consultant(s) and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or Defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies. The CONTRACTOR shall pay for all costs incurred by the DEPARTMENT resulting from re-inspections.

13.13 Final Completion and Application for Payment

After the CONTRACTOR has completed all such corrections to the satisfaction of the Contracting Officer and delivered all finalized maintenance and operating instructions, schedules, guarantees, bonds, certificates of payment to all laborers, Subcontractors and Suppliers, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents; and after the Contracting Officer has indicated in writing that the Work has met the requirements for Final Completion, and subject to the provisions of paragraph 13.18, the CONTRACTOR may make application for payment for Final Completion following the procedure for progress payments. All remaining certificates, warranties, guarantees, releases, affidavits shall accompany the application for Final Payment, and other documentation required by the Contract Documents.

13.14 Final Payment

13.14.1 Following the issuance of payment for Final Completion, the DEPARTMENT shall conduct a final review of project documentation to verify the Work has been completed in conformance with the Contract Documents. Upon request, the CONTRACTOR shall provide the DEPARTMENT with documentation to support its review. If on the basis of the Contracting Officer's observation of the Work during construction and final inspection, and the Contracting Officer's review of the application for Final Payment and accompanying documentation - all as required by the Contract Documents; and the Contracting Officer is satisfied that the Work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the DEPARTMENT will process application for Final Payment. Otherwise, the Contracting Officer will return the application for Final Payment to the CONTRACTOR, indicating in writing the reasons for refusing to process Final Payment, in which case the CONTRACTOR shall make the necessary corrections and resubmit the application for Final Payment.

13.14.2 If, through no fault of the CONTRACTOR, Final Completion of the Work is significantly delayed, the Contracting Officer shall, upon receipt of the CONTRACTOR's application for Final Payment, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the DEPARTMENT for Work not fully completed or corrected is less than the retainage provided for in paragraph 13.9, and if bonds have been furnished as required in paragraph 5.l, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the DEPARTMENT with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.15 Final Acceptance

Following certification of payment of payroll and revenue taxes, and final payment to the CONTRACTOR, the DEPARTMENT will issue a letter of Final Acceptance, releasing the CONTRACTOR from further obligations under the Contract, except those (1) specified in paragraphs 13.16, 13.17, and 13.18, (2) required by law or regulation, or (3) continuing obligations established by the provisions of this Contract, such as warranty, guaranty, indemnity, insurance or bond.

13.16 CONTRACTOR's Continuing Obligation

The CONTRACTOR's obligation to perform and complete the Work and pay all laborers, Subcontractors, and materialmen in accordance with the Contract Documents shall be absolute. Neither any progress or final payment by the DEPARTMENT, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by the DEPARTMENT or Using Agency, nor any act of acceptance by the DEPARTMENT nor any failure to do so, nor any review and Approval of a Shop Drawing or sample submission, nor any correction of Defective Work by the DEPARTMENT 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.

13.17 Waiver of Claims by CONTRACTOR

The making and acceptance of final payment will constitute a waiver of all claims by the CONTRACTOR against the DEPARTMENT other than those previously made in writing and still unsettled.

13.18 No Waiver of Legal Rights

The DEPARTMENT shall not be precluded or be stopped by any payment, measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the CONTRACTOR, nor from showing that any payment, measurement, estimate or certificate is untrue or is incorrectly made, or that the Work or materials are Defective. The DEPARTMENT shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the CONTRACTOR or his Sureties, or both, such damages as it may sustain by reason of his failure to comply with requirements of the Contract Documents. Neither the acceptance by the DEPARTMENT, or any representative of the DEPARTMENT, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of the Contract Time, nor any possession taken by the DEPARTMENT, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver by the DEPARTMENT of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

ARTICLE 14 - SUSPENSION OF WORK, DEFAULT AND TERMINATION

14.1 DEPARTMENT May Suspend Work

14.1.1 The DEPARTMENT may, at any time, suspend the Work or any portion thereof by notice in writing to the CONTRACTOR. If the Work is suspended without cause the CONTRACTOR shall be allowed an increase in the GMP or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an Approved claim therefrom as provided in Article 15. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that suspension is due to the fault or negligence of the CONTRACTOR, or that suspension is necessary for Contract compliance, or that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR.

14.1.2 In case of suspension of Work, the CONTRACTOR shall be responsible for preventing damage to or loss of any of the Work already performed and of all materials whether stored on or off the site or Approved remote storage sites.

14.2 Default of Contract

14.2.1 The Contracting Officer may give the CONTRACTOR and its surety a written Notice to Cure Default if the CONTRACTOR:

a. fails to begin work in the time specified,

b. fails to use sufficient resources to assure prompt completion of the work,

c. performs the work unsuitably or neglect or refuse to remove and replace rejected materials or work,

d. stops work,

e. fails to resume stopped work after receiving notice to do so,

f. becomes insolvent (except that if the CONTRACTOR declares bankruptcy, termination will be under Title 11 US Code 362 and/or 365. The CONTRACTOR's bankruptcy does not relieve the surety of any obligations to assume the Contract and complete the work in a timely manner.),

g. allows any final judgment to stand against him unsatisfied for period of 60 days,

h. makes an assignment for the benefit of creditors without the consent of the Contracting Officer,

i. disregards Regulatory Requirements of any public body having jurisdiction,

j. otherwise violates in any substantial way any provisions of the Contract Documents,

k. fails to comply with Contract minimum wage payments or civil rights requirements,

l. is party to fraud, deception, misrepresentation , or

m. for any cause whatsoever, fails to carry on the Work in an acceptable manner.

14.2.2 The Notice to Cure Default will detail the conditions determined to be in default, the time within which to cure the default and may, in the Contracting Officer's discretion, specify the actions necessary to cure the default. Failure to cure the delay, neglect or default within the time specified in the Contracting Officer's written notice to cure authorizes the DEPARTMENT to terminate the contract. The Contracting Officer may allow more time to cure than originally stated in the Notice to Cure Default if he deems it to be in the best interests of the DEPARTMENT. The DEPARTMENT will provide CONTRACTOR and its surety with a written Notice of Default Termination that details the default and the failure to cure it.

14.2.3 If the CONTRACTOR or Surety, within the time specified in the above notice of default, shall not proceed in accordance therewith, then the DEPARTMENT may, upon written notification of termination from the Contracting Officer of the fact of such delay, neglect or default and the CONTRACTOR's failure to comply with such notice, have full power and authority without violating the Contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. The DEPARTMENT may terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the

Work and of all the CONTRACTOR's tools, appliances, construction equipment, machinery plant and associated items at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the DEPARTMENT has paid the CONTRACTOR but which are stored elsewhere, and finish the Work as the DEPARTMENT may deem expedient. The DEPARTMENT may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods that in the opinion of the Contracting Officer are required for the completion of said Contract in an acceptable manner.

14.2.4 Rather than taking over the work itself, the DEPARTMENT may, by written notice to the CONTRACTOR and its Surety or its representative, transfer the employment of the Work from the CONTRACTOR to the Surety, or if the CONTRACTOR abandons the Work undertaken under the Contract, the Contracting Officer may, at his option with written notice to the Surety and without any written notice to the CONTRACTOR, transfer the employment for said Work directly to the Surety. The Surety shall submit its plan for completion of the Work, including any contracts or agreements with third parties for such completion, to the DEPARTMENT for Approval prior to beginning completion of the Work. Approval of such contracts shall be in accordance with all applicable requirements and procedures for Approval of subcontracts as stated in the Contract Documents.

14.2.5 On receipt of the transfer notice, the surety must take possession of all tools, appliances, construction equipment, machinery plant and associated items at the work site, provide required items, employ an appropriate work force, and complete the Contract work, as specified. The Contract specifications and requirements shall remain in effect. However the DEPARTMENT will make subsequent Contract payments directly to the Surety for work performed under the terms of the Contract. The CONTRACTOR forfeits any right to claim for the same work or any part thereof and is not entitled to receive any further balance of the amount to be paid under the Contract.

14.2.6 If the Contract is terminated for default, the CONTRACTOR and the Surety shall be jointly and severally liable for damages for delay as provided by paragraph 11.8, and for the excess cost of completion, and all costs and expenses incurred by the DEPARTMENT in completing the Work or arranging for completion of the Work, including but not limited to costs of assessing the Work to be done, costs associated with advertising, soliciting or negotiating for bids or proposals for completion, and other re-procurement costs. Following termination the CONTRACTOR shall not be entitled to receive any further balance of the amount to be paid under the Contract until the Work is fully finished and accepted, at which time if the unpaid balance exceeds the amount due the DEPARTMENT and any amounts due to persons for whose benefit the DEPARTMENT has withheld funds, such excess shall be paid by the DEPARTMENT to the CONTRACTOR or the Surety, as appropriate. If the damages, costs, and expenses due the DEPARTMENT exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference.

14.2.7 If, after notice of termination of the CONTRACTOR's right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that termination was wrongful, the rights and obligations of the parties shall be determined in accordance with the clause providing for convenience termination.

14.3 Rights or Remedies

Where the CONTRACTOR's services have been so terminated by the DEPARTMENT, the termination will not affect any rights or remedies of the DEPARTMENT against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the DEPARTMENT will not release the CONTRACTOR from liability.

14.4 Convenience Termination

14.4.1 The performance of the Work may be terminated by the DEPARTMENT in accordance with this section in whole or in part, whenever, for any reason the Contracting Officer shall determine that such termination is in the best interest of the DEPARTMENT. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination, specifying termination is for the convenience of the DEPARTMENT the extent to which performance of Work is terminated, and the date upon which such

termination becomes effective.

14.4.2 Immediately upon receipt of a Notice of Termination and except as otherwise directed by the Contracting Officer, the CONTRACTOR shall:

a. Stop Work on the date and to the extent specified in the Notice of Termination;

b. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work as is not terminated;

c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

d. With the written Approval of the Contracting Officer, to the extent he may require, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole, or in part, in accordance with the provisions of the Contract;

e. Submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory exclusive of items the disposition of which had been directed or authorized by the Contracting Officer;

f. Transfer to the Contracting Officer the completed or partially completed record drawings, Shop Drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the DEPARTMENT;

g. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the CONTRACTOR and in which the DEPARTMENT has or may acquire any interest.

The CONTRACTOR shall proceed immediately with the performance of the above obligations.

14.4.3 When the DEPARTMENT orders termination of the Work effective on a certain date, all Work in place as of that date will be paid for in accordance with Article 13 of the Contract. Materials required for completion and on hand but not incorporated in the Work will be paid for at invoice cost plus fifteen (15)percent with materials becoming the property of the DEPARTMENT - or the CONTRACTOR may retain title to the materials and be paid an agreed upon lump sum. Materials on order shall be cancelled, and the DEPARTMENT shall pay reasonable factory cancellation charges with the option of taking delivery of the materials in lieu of payment of cancellation charges. The CONTRACTOR shall be paid ten (10) percent of the cost, freight not included, of materials cancelled, and direct expenses only for CONTRACTOR chartered freight transport which cannot be cancelled without charges, to the extent that the CONTRACTOR can establish them. The extra costs due to cancellation of bonds and insurance and that part of job start-up and phase-out costs not amortized by the amount of Work accomplished shall be paid by the DEPARTMENT. Charges for loss of profit or consequential damages shall not be recoverable except as provided above.

a. The following costs are not payable under a termination settlement agreement or Contracting Officer's determination of the termination claim:

1. Loss of anticipated profits or consequential or compensatory damages

2. Unabsorbed home office overhead (also termed "General & Administrative Expense") related to ongoing business operations

3. Bidding and project investigative costs

4. Direct costs of repairing equipment to render it operable for use on the terminated work

14.4.4 The termination claim shall be submitted promptly, but in no event later than 90 days from the effective date of termination, unless extensions in writing are granted by the Contracting Officer upon written request of the CONTRACTOR made within the 90 day period. Upon failure of the CONTRACTOR to submit his termination claim within the time allowed, the Contracting Officer may determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the

termination and shall thereupon pay to the CONTRACTOR the amount so determined.

14.4.5 The CONTRACTOR and the Contracting Officer may agree upon whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of Work pursuant to this section. The Contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

14.4.6 In the event of the failure of the CONTRACTOR and the Contracting Officer to agree in whole or in part, as provided heretofore, as to the amounts with respect to costs to be paid to the CONTRACTOR in connection with the termination of the Work the Contracting Officer shall determine, on the basis of information available to him, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amount determined as follows:

a. All costs and expenses reimbursable in accordance with the Contract not previously paid to the CONTRACTOR for the performance of the Work prior to the effective date of the Notice of Termination;

b. So far as not included under "a" above, the cost of settling and paying claims arising out of the termination of the Work under subcontracts or orders which are properly chargeable to the terminated portions of the Contract;

c. So far as practicable, claims by the CONTRACTOR for idled or stand-by equipment shall be made as follows: Equipment claims will be reimbursed as follows:

1. CONTRACTOR-owned equipment usage, based on the CONTRACTOR'S ownership and operating costs for each piece of equipment as determined from the CONTRACTOR'S accounting records. Under no circumstance, may the CONTRACTOR base equipment claims on published rental rates.

2. Idle or stand-by time for CONTRACTOR-owned equipment, based on the CONTRACTOR'S internal ownership and depreciation costs. Idle or stand-by equipment time is limited to the actual period of time equipment is idle or on stand-by as a direct result of the termination, not to exceed 30 days. Operating expenses will not be included for payment of idle or stand-by equipment time.

3. Rented equipment, based on reasonable, actual rental costs. Equipment leased under "capital leases" as defined in Financial Accounting Standard No. 13 will be considered CONTRACTOR-owned equipment. Equipment leased from an affiliate, division, subsidiary or other organization under common control with the CONTRACTOR will be considered CONTRACTOR-owned equipment, unless the lessor has an established record of leasing to unaffiliated lessees at competitive rates consistent with the rates the CONTRACTOR has agreed to pay and no more than forty (40) percent of the lessor's leasing business, measured in dollars, is with organizations affiliated with the lessor.

14.4.7 The CONTRACTOR shall have the right of appeal under the DEPARTMENT's claim procedures, as defined in Article 15, for any determination made by the Contracting Officer, except if the CONTRACTOR has failed to submit its claim within the time provided and has failed to request extension of such time, CONTRACTOR shall have no such right of appeal. In arriving at the amount due the CONTRACTOR under this section, there shall be deducted:

a. All previous payments made to the CONTRACTOR for the performance of Work under the Contract prior to termination;

b. Any claim for which the DEPARTMENT may have against the CONTRACTOR;

c. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the CONTRACTOR or sold pursuant to the provisions of this section and not otherwise recovered by or credited to the DEPARTMENT; and,

d. All progress payments made to the CONTRACTOR under the provisions of this section.

14.4.8 Where the Work has been terminated by the DEPARTMENT said termination shall not affect or terminate any of the rights of the DEPARTMENT against the CONTRACTOR or its Surety then existing or which may thereafter accrue because of such default. Any retention or payment of monies by the DEPARTMENT due to the CONTRACTOR under the terms of the Contract shall not release the CONTRACTOR or its Surety from liability.

14.4.9 The CONTRACTOR'S termination claim may not include claims that pre dated the notice for termination for convenience. Those claims shall be prosecuted by the CONTRACTOR under Article 15.

14.4.10 The CONTRACTOR'S termination claim may not exceed the total dollar value of the contract as awarded plus agreed upon change orders less the amounts that have been paid for work completed.

a. Unless otherwise provided for in the Contract Documents, or by applicable statute, the CONTRACTOR, from the effective date of termination and for a period of 3 years after final settlement under this Contract, shall preserve and make available to the DEPARTMENT at all reasonable times at the office of the CONTRACTOR, all its books, records, documents, and other evidence bearing on the cost and expenses of the CONTRACTOR under his Contract and relating to the Work terminated hereunder.

b. Definitions. In this paragraph 14.4, the term "cost" and the term "expense" mean a monetary amount in U.S. Dollars actually incurred by the CONTRACTOR, actually reflected in its contemporaneously maintained accounting or other financial records and supported by original source documentation.

Cost Principles. The DEPARTMENT may use the federal cost principles at 48 CFR §§ 31.201-1 to 31.205-52 (or succeeding cost principles for fixed price contracts) as guidelines in determining allowable costs under this Subsection to the extent they are applicable to construction contracts and consistent with the specifications of this Contract. The provisions of this contract control where they are more restrictive than, or inconsistent with, these federal cost principles.

ARTICLE 15 - CLAIMS FOR ADJUSTMENT AND DISPUTES

15.1 Notification

15.1.1 The CONTRACTOR shall notify the DEPARTMENT in writing as soon as the CONTRACTOR becomes aware of any act or occurrence which may form the basis of a claim for additional compensation or an extension of Contract Time or of any dispute regarding a question of fact or interpretation of the Contract. The DEPARTMENT has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract Time unless the CONTRACTOR has notified the DEPARTMENT in writing in a timely manner of all facts the CONTRACTOR believes form the basis for the claim.

15.1.2 If the CONTRACTOR believes that he is entitled to an extension of Contract Time, then the CONTRACTOR must state the contract section on which he bases his extension request, provide the DEPARTMENT with sufficient information to demonstrate that the CONTRACTOR has suffered excusable delay, and show the specific amount of time to which the CONTRACTOR is entitled. The DEPARTMENT will not grant an extension of Contract Time if the CONTRACTOR does not timely submit revised schedules under Section 01310 and Article 6.8.

15.1.3 If the matter is not resolved by agreement within 7 days, the CONTRACTOR shall submit an Intent to Claim, in writing, to the DEPARTMENT within the next 14 days.

15.1.4 If the CONTRACTOR believes additional compensation or time is warranted, then he must immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred. The CONTRACTOR shall provide the DEPARTMENT access to any such records and furnish the DEPARTMENT copies, if requested. Equipment costs must be based on the CONTRACTOR's internal rates for ownership, depreciation, and operating expenses and not on published rental rates.

15.1.5 If the claim or dispute is not resolved by the DEPARTMENT, then the CONTRACTOR shall submit a written Claim to the Contracting Officer within 90 days after the CONTRACTOR becomes aware of the basis of the claim or should have known the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledge of the receipt of the Claim.

15.1.6 The CONTRACTOR waives any right to claim if the DEPARTMENT was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs or if the Claim is not filed on the date required.

15.2 Presenting the Claim

15.2.1 The Claim must include all of the following:

a. The act, event, or condition the claim is based on

b. The Contract provisions which apply to the claim and provide relief

c. The item or items of Contract work affected and how they are affected

d. The specific relief requested, including Contract Time if applicable, and the basis upon which it was calculated

e. A statement certifying that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the CONTRACTOR'S knowledge and belief, and that the amount requested accurately reflects the Contract adjustment which the CONTRACTOR believes is due.

15.3 Claim Validity, Additional Information, and DEPARTMENT's Action

15.3.1 The Claim, in order to be valid, must not only show that the CONTRACTOR suffered damages or delay but that it was caused by the act, event, or condition complained of and that the Contract provides entitlement to relief for such act, event, or condition.

15.3.2 The DEPARTMENT can make written request to the CONTRACTOR at any time for additional information relative to the Claim. The CONTRACTOR shall provide the DEPARTMENT the additional information within 30 days of receipt of such a request. Failure to furnish the additional information may

be regarded as a waiver of the Claim.

15.4 Contracting Officer's Decision

The CONTRACTOR will be furnished the Contracting Officer's Decision within 90 days, unless the Contracting Officer requests additional information or gives the CONTRACTOR notice that the time for issuing a decision is being extended for a specified period under AS 36.30.620. The Contracting Officer's decision is final and conclusive unless, within 14 days of receipt of the decision, the CONTRACTOR delivers a Notice of Appeal to the Appeals Officer. Procedures for appeals are covered under AS 36.30.625 and AS 36.30.630.

15.5 Fraud and Misrepresentation in Making Claims

Criminal and Civil penalties authorized under AS 36.30.687 (including, but not limited to, forfeiture of all claimed amounts) may be imposed on the CONTRACTOR if the CONTRACTOR makes or uses a misrepresentation in support of a claim or defraud or attempt to defraud the DEPARTMENT at any stage of prosecuting a claim under this Contract.

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SECTION 00800

SUPPLEMENTARY CONDITIONS
MODIFICATIONS TO THE GENERAL CONDITIONS

The following supplements modify, change, delete from, add to the "General Conditions of the Construction Contract for Buildings", revised December, 1987 (c) 4/96, and modified **September, 2008** for CM/GC Construction Contract. Where any article of the General Conditions is modified, or Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph, of Clause shall remain in effect.

SC-1.0-DEFINITIONS

At General Conditions Article 1, definition of **Airport**, delete this definition in its entirety.

At General Conditions Article 1, definition of **Air Operations Area (AOA)**, delete this definition in its entirety.

At General Conditions Article 1, definition of **Federal Aviation Administration (FAA)**, delete this definition in its entirety.

At General Conditions Article 1, definition of **Fixed Fee Ratio**, delete this paragraph in its entirety and replace with the following:

> "The ratio of the Fixed Fee proposed by the CONTRACTOR ($2,400,000.00) in response to the RFP for the CM/GC Library Archives Museum Project divided by the Estimated Maximum Allowable Construction Cost ($80,000,000.00) included by the DEPARTMENT in the RFP. Therefore the Fixed Fee Ratio is 3.00%."

At General Conditions Article 1, definition of **Program Manager**, delete this definition in its entirety.

At General Conditions Article 1, definition of **Runway**, delete this definition in its entirety.

At General Conditions Article 1, definition of **Runway Safety Area (RSA)**, delete this definition in its entirety.

At General Conditions Article 1, definition of **Taxiway**, delete this definition in its entirety.

At General Conditions Article 1, definition of **Transportation Security Agency (TSA)**, delete this definition in its entirety.

SC-3.0 Contract Phasing

At General Conditions Article 3.0, add the following:

"This contract is divided into 3 phases as follows:
Phase 1. Early Sitework is defined as preliminary site development.
Phase 2. Building Construction. Completion of phase 2a: fully occupied for storage room 124, 128, 132 and completion of phase 2b shell/exterior envelope.
Phase 3. Interior buildout out not constructed under Phase 2. "

SC-3.2-COPIES OF CONTRACT DOCUMENTS

At General Conditions Article 3.2, replace this article in its entirety with the following:

"The DEPARTMENT shall furnish to the CONTRACTOR one electronic copy and five (5) paper copy sets of contract documents. Additional copies may be provided at reproduction cost."

SC-4.3-EXPLORATIONS AND REPORTS

At General Conditions Article 4.3, add the following text:

"Reports that have been utilized by the DEPARTMENT in the preparation of the Contract Documents include:

1. Alaska State Museum As-Builts
2. Alaska State Museum construction photos: 1967
3. Alaska State Museum Building Condition Survey prepared by: ECI/Hyer, Inc dated: June 2010
4. State of Alaska Library Archives Museum (LAM) Geotechnical Report", prepared by R&M Engineering dated February 22, 2011, with supplemental recommendations dated July 27, 2011 and December 1, 2011.
5. Alaska State Library Archives and Museum Topographic Survey, Lots 4, 5, 6, 9, and 12 FR, Block 66", prepared by R&M Engineering dated June 16, 2010.
6. Asbestos Survey for Alaska State Museum Building, Juneau, Alaska", prepared by Carson Dorn, Inc., Juneau, Alaska, June 2010
7. Phase 1 Environmental Site Assessment, Lots 4, 5, 6, 9 and 12 FR, Bock Sixty Six (66) Tidelands Addition, Juneau, Alaska", prepared by Carson Dorn, Inc., Juneau, Alaska.
8. Statewide Library Archives Museum Revit Model dated May 1, 2012.
9. Production Well #1 Report prepared by R&M Consultants, Inc. "

10. Lead Paint Survey: Museum and Annex; Asbestos & Misc Hazmat Survey: Annex; Miscellaneous Hazmat Survey Museum By Carson Dorn, Inc dated May 2012

SC-6.5.2-BUY AMERICAN STEEL AND MANUFACTURED PRODUCTS

At General Condition Article 6.5.2, delete this article in its entirety and replace it with the following:

"NOT USED"

SC-6.6 Anticipated Schedules

At General Condition Article 6.6, Replace the words "Section 01310" with the following:

"Section 01 32 00"

SC-6.9 Substitutes or "Or-Equal" Items:

At General Condition Article 6.9.5, Replace the words "Document 01600 – Material and Equipment and 01631 – Substitution Request Form" with the following:

"Section 01 60 00 Material and Equipment and 01 60 00A – Substitution Request Form."

SC-6.13- SUBCONTRACTORS

At General Condition Article 6.13.3, add the following paragraph:

'e. CONTRACTOR Selection and award procedures will include 00700 paragraph 7.12, Alaskan preferences. Preferences will be applied to subcontractors who are Alaskan bidder's in accordance with this provision.'

SC-7.14-WAGES AND HOURS OF LABOR

At General Condition Article 7.14.2.b, add the following text to the end of this paragraph:

"The current prevailing rate of wages shall be the prevailing rate of wages contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of the CONTRACTOR'S GMP proposal for each phase of the Work."

SC-7.19-FEDERALLY ASSISTED PROJECTS

At General Condition Article 7.19, delete this article in its entirety and replace it with the following:

"NOT USED for this non-federally funded project"

SC-10.5.1.c.6–STANDBY TIME

At General Conditions Article 10.5.1.c.6, modify the first sentence to read as follows:

"Standby time, when ordered by the DEPARTMENT for Contractor owned equipment on site longer than two weeks will be paid as follows:.."

SC-10.6.1 CONTRACTOR'S FIXED FEE

At General Conditions Article 10.6.1, add the following after the first sentence:

"In this contract, the original MACC, is defined as the MACC established once all Contractually Defined Phases (Section 00800 SC -3.0 Contract Phasing) are incorporated in the contract.

SC-10.11–FEDERAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM (FEDERAL AID CONTRACTS)

At General Conditions Article 10.11, delete this paragraph in its entirety for this non-federal aid contract.

SC-11.3–COMPUTATION OF CONTRACT TIME

Add General Condition Article 11.3.3, to state as follows:

"The contract time is divided into multiple milestone dates for completion as follows:

1. Milestone 1. Occupancy of room 124, 128, 132: no specific date required.
2. Milestone 2 Substantial Completion: For contract phases 2 and 3: fully commissioned building and occupancy of all spaces except as noted in item 3 below. Contract time is 1064 days from full notice to proceed.
   Milestone 2 Final Completion: Allow additional 60 calendar days, past the date of substantial completion to accomplish Final Completion of this milestone.
3. Milestone 3 Completion of exhibits hall (room 104) for opening to visitors. Gift shop tenant improvement (room 102) complete and open for visitors. Coffee shop tenant improvement (room 161) complete and open for visitors. Additional 120 calendar days, past substantial completion of Milestone 2, for completion of these rooms.
   Milestone 3 Final Completion: Allow additional 30 calendar days, past the date of substantial completion to accomplish Final Completion of this milestone."

SC-11.8-DELAY DAMAGES

At General Condition Article 11.8, add the following text after the second paragraph:

11.8.1 Failure to meet substantial completion date identified in SC 11.3.3, for each calendar day that the work is not Substantially complete after the expiration of the Contract Time or the Substantial completion date has passed, the Department shall deduct $2,000 from progress payments.

11.8.2 Failure to meet Final Completion Dates identified in SC 11.3.3 for each calendar day that the work has not achieved Final Completion, the Department shall deduct $500 from progress payments."

SC-12.7 –One Year Correction Period and Standard Warranty

At General Condition Article 12.7, add the following paragraph:

> "This provision does not apply to interim completion dates and does not apply to interim phases of Work. Warranties expressed or implied shall begin at the date for substantial completion of all authorized phases defined in SC 3.0."

SC 13.0.6.c.5–OVERTIME LABOR COSTS

At General Conditions Article 13.0.6.c.5 add the following text to this article:

> "Unscheduled, same-day overtime in support of urgent job requirements may be exercised at the CONTRACTOR's discretion. Any activity requiring overtime extending over 2 days in duration requires 72 hour advance notification to the DEPARTMENT."

SC 13.0.6.c.11–TAXES, LICENSE FEES, BOND PREMIUMS, INSURANCE PREMIUMS

At General Conditions Article 13.0.6.c.11, include the following in this article:

> "Subcontractor Default Insurance"

SC 13.3 Application for Progress Payments

At General Conditions Article 13.3 replace the second and third paragraph in its entirety with the following:

"The percentage of completion for costs covered under Articles 10, 13.0.6.a and 13.0.6.b for Subcontractor and Supplier, and Self-Performed Work shall be the percentage of that portion of the Work that has actually been completed. The percentage of completion for costs covered under Article 13.0.6.c shall be calculated based on the actual expense for that portion of the Work incurred during the period of the Application for Payment.

Payment requests shall be submitted to the DEPARTMENT, who will promptly verify the correctness thereof for payment. Payment will be due and payable promptly by the DEPARTMENT after the DEPARTMENT's receipt and approval of a correct payment request in accordance with the Alaska Statutes. Final payment will be processed in the same manner. Progress payments will be made in accordance with the General Conditions, for payments and retainage. For all payment requests, the CONTRACTOR shall transmit such cost reports as requested by the DEPARTMENT from the CONTRACTOR's automated cost accounting system.

The CONTRACTOR shall retain accounting records that show, in detail and as completely as possible, moneys paid by the CONTRACTOR on account of the cost of the Work during the period involved, with copies of payroll for labor, records of equipment used, and copies of bills. These records shall be kept at the CONTRACTOR's jobsite office and shall be available for audit by the DEPARTMENT at any time. At any time the DEPARTMENT may request copies of supporting invoices or other documents required by the DEPARTMENT."

SC 13.10 SUBSTANTIAL COMPLETION

At General Conditions Article 13.10, add the following at the end of this section:

"During the Work, The DEPARTMENT intends to take substantial occupancy of the completed Collections Storage Room 124 for Museum object storage and Rooms 128 and 132 for additional storage requirements. The DEPARTMENT will not take substantial occupancy of the required environmental controls (Systems) for these storage rooms. Systems for interim occupancy requirements shall be maintained under Article 6.22 Maintenance During Construction and Section 01 50 99 TEMPORARY FACILITIES FOR MUSEUM COLLECTIONS RELOCATION AND STORAGE"

The Department has defined 2 completion dates for this project.

SC 15 - CLAIMS FOR ADJUSTMENT AND DISPUTES

At General Conditions Article 15.1.2, Replace the words "Section 01310" with the following:

"Section 01 32 00"

END OF SECTION

SECTION 00850

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A265	ELEVATIONS, INTERIOR
A266	ELEVATIONS, INTERIOR
A267	ELEVATIONS, INTERIOR
A268	ELEVATIONS, INTERIOR
A269	ELEVATIONS, INTERIOR
A270	ELEVATIONS, INTERIOR
A271	ELEVATIONS, INTERIOR
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A276	ELEVATIONS, INTERIOR
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END OF SECTION

SECTION 01 11 13 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. All Contract Documents are related to this Section.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. **Statewide Library Archives Museum.** Work under this Contract includes remaining activities required for the new Statewide Library Archives Museum Facility in Juneau, AK all in accordance with the terms and conditions of the Contract Documents.

1.03 CONTRACT

A. **General**: Construct all Work through a Construction Manager/General CONTRACTOR (CM/GC) construction contract in accordance with the Contract Documents. The project will be constructed in two phases under a single construction contract

B. **Phase 1**: The first phase shall include site development work in accordance with the Phase 1 contract documents.

C. **Phase 2**: The second phase shall include the construction of phase 2a, Completion and Occupancy (for storage purposes) of Secure Collections Room 124, room 128, room 132, and construction of phase 2b: Exterior Envelope Building Shell. Phase 2 Work will be added to the Phase 1 contract documents via a change order priced in accordance with Article 13 of the General Conditions (Section 00700).

D. **Phase 3**. Phase 3 includes the remaining interior build out required for completed occupancy and use all in accordance with the Contract Documents. Phase 3 Work will be added to the Phase 2 contract documents via a change order priced in accordance with Article 13 of the General Conditions (Section 00700).

1.04 WORK BY OTHERS

A. Well Drilling. During design phase, Aquasource, Inc. completed the installation of a temporary water well at the project site. Complete set of design documents, well placement and results are available as information. This work is noted as part of this Contract because it is anticipated this well will become the source for the new ground source heating/cooling system installed as part of this agreement.

B. Work by Utilities.

C. Work by CBJ.

1.05 WORK SEQUENCE AND MILESTONES

A. Upon receipt of Notice to Proceed (NTP) the CONTRACTOR will be expected to prepare submittals and begin the purchase of critical materials.

B. The CONTRACTOR shall submit a preliminary Schedule of Values and an Anticipated Construction Schedule at the pre-construction conference. The CONTRACTOR shall submit a final Schedule of Values within 3 weeks of the NTP.

C. The CONTRACTOR shall sequence the Work as required based on maintaining Using Agency Occupancy. The following is provided to define project sequencing and the associated using agency requirements throughout the Work.

1. The Contract Documents may reference Phase 2a and Phase 2b. These references were applied based on Contractor requests in order to define a basis for how the Work may be sequenced to allow for the Objects to be relocated from the Existing Museum to the Secure collections room 124, room 128 and room 132. The Using Agency will occupy the existing museum throughout phase 2a. The commissioning activities to accomplish the relocation of objects and substantial completion of room 124, 128, and 132 are defined as work required by Phase 2a.

2. Object Transfer. Object transfer shall be considered as part of 2a and includes the following: Using Agency relocation of objects. Contractor salvage of Museum property as defined in 02 41 00 1.13 Salvage Items for Delivery to Department. Items identified in 01 50 99 3.01 Museum Offices Relocation Services.

3. Phase 2b shall begin after Object Transfer is complete. Elements of Work that are part of 2b include: abatement of existing museum, salvage of existing museum exterior precast panels, existing museum demolition and remaining work for the construction of the building envelope and shell for the new Library Archives Museum Facility.

1.06 PARKING

A. Parking shall be limited to the designated construction and staging areas only. If insufficient area exists, the CONTRACTOR shall make other arrangements.

1.07 SHUTOFFS AND DISRUPTIONS TO UTILITY SERVICE

A. At least two (2) weeks prior to first outage submit schedule of all proposed utility outages. CONTRACTOR shall not be bound by entire schedule as originally submitted, but will be expected to modify schedule as required and, to best of ability, adhere to accurate schedule adjusted on week-to-week basis.

B. Plan work to minimize down time. Work with DEPARMENT to schedule disruption for a time, which minimizes impact on operations of the facilities adjacent to the project site. Shutoffs and disruption to service shall not be allowed during critical operating hours.

C. Provide written plan and schedule for disruption to utility service.

1.08 CONTRACTOR'S USE OF PREMISES

A. Coordinate use of the premises under direction of DEPARTMENT.

B. Assume full responsibility for protection and safekeeping of products under this Contract.

C. Assume full responsibility for the protection of roads and grounds in the project vicinity from construction related activities.

D. Obtain and pay for use of additional storage, Work, or parking areas needed for construction operations under this Contract.

E. Do not stop or otherwise impede vehicle traffic without prior written approval from the DEPARTMENT. The CONTRACTOR shall make all necessary provisions, including detours,

bypasses, permits, etc. to maintain traffic flow. Submit traffic control plan and schedule for approval no less than seven (7) working days prior to anticipated traffic disruptions.

F. **Work and Staging Areas** - With the exception of vehicle movement for access to and from Work and Staging Areas, restrict all Work to within the limits of Work and Staging Areas designated on the plans.
   1. During Phase 2a, additional restrictions apply to the Work and Staging areas. See Exhibit 01 11 13 a for depictions of "Contractor Controlled" Work Area and "Using Agency Controlled" Work Area.
   2. Contractor Controlled Work Area
      a. Allow for Using Agency Access as required to maintain and operate the existing museum. Access shall include, but is not limited to: boiler maintenance, emergency services, fuel delivery, and utilities maintenance.

   3. Using Agency Controlled Work Area
      a. Contractor shall coordinate required access within this space and shall be limited to Work necessary or requested as part of phase 2a. Specific restrictions and access apply and shall be closely coordinated.

      b. Fence depicted as "Phase 2a Fence" shall not be used for contractor access to the site. Install man-gate at this location for agency use.
      c. Phase 2a Fence shall be field located with Agency approval. Approximate location noted on exhibit 01 11 13 a. Fence placement shall allow for continuous access to existing Museum overhead door for agency deliveries. Placement shall allow for 14 dedicated parking spaces for using agency including 2 spaces dedicated for disability access to existing museum. Allow for adequate radius for circular traffic pattern through parking area.
      d. Remaining parking may be available for Project Use (contractor/contracting agency) once using agency requirements are met.

1.09 USING AGENCY OCCUPANCY

A The using agency at the project location is the Alaska State Museum. Allow for continued use by the using agency throughout the Work. Using Agency will occupy the existing Alaska State Museum building until secure collections room 124, room 128 and room 132 is substantially complete for storage purposes. The contractor shall allow 6 weeks for transfer of objects upon acceptance room 124, room 128, and room 132 for occupancy/storage. The Using Agency will occupy offices adjacent to the Work during Phase 2b and will require periodic access to Secure Collections room 124, 128 and 132.

B. During Phase 2a, maintain access for agency use and the public during normal business hours. Normal business hours vary due to seasonal conditions. Become familiar with Museum operations to avoid disruption.

1.10 PERMITS

A. The City and Borough of Juneau plan review fee and building permit fee have been paid by the DEPARTMENT. CONTRACTOR shall obtain the building permit in his name and shall procure all other permits and licenses, pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

1.11 HAUL ROUTES

A. Contractor shall comply with DOT&PF SE Region and City & Borough of Juneau haul requirements, routes and restrictions.

B. If required, submit plan showing approved haul routes.

1.12 STORMWATER PREVENTION POLLUTION PLAN (SWPPP)

A. The CONTRACTOR shall prepare the SWPPP with review by the DEPARTMENT. Reference Specification Section 01 57 10 Erosion and Sediment Control.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

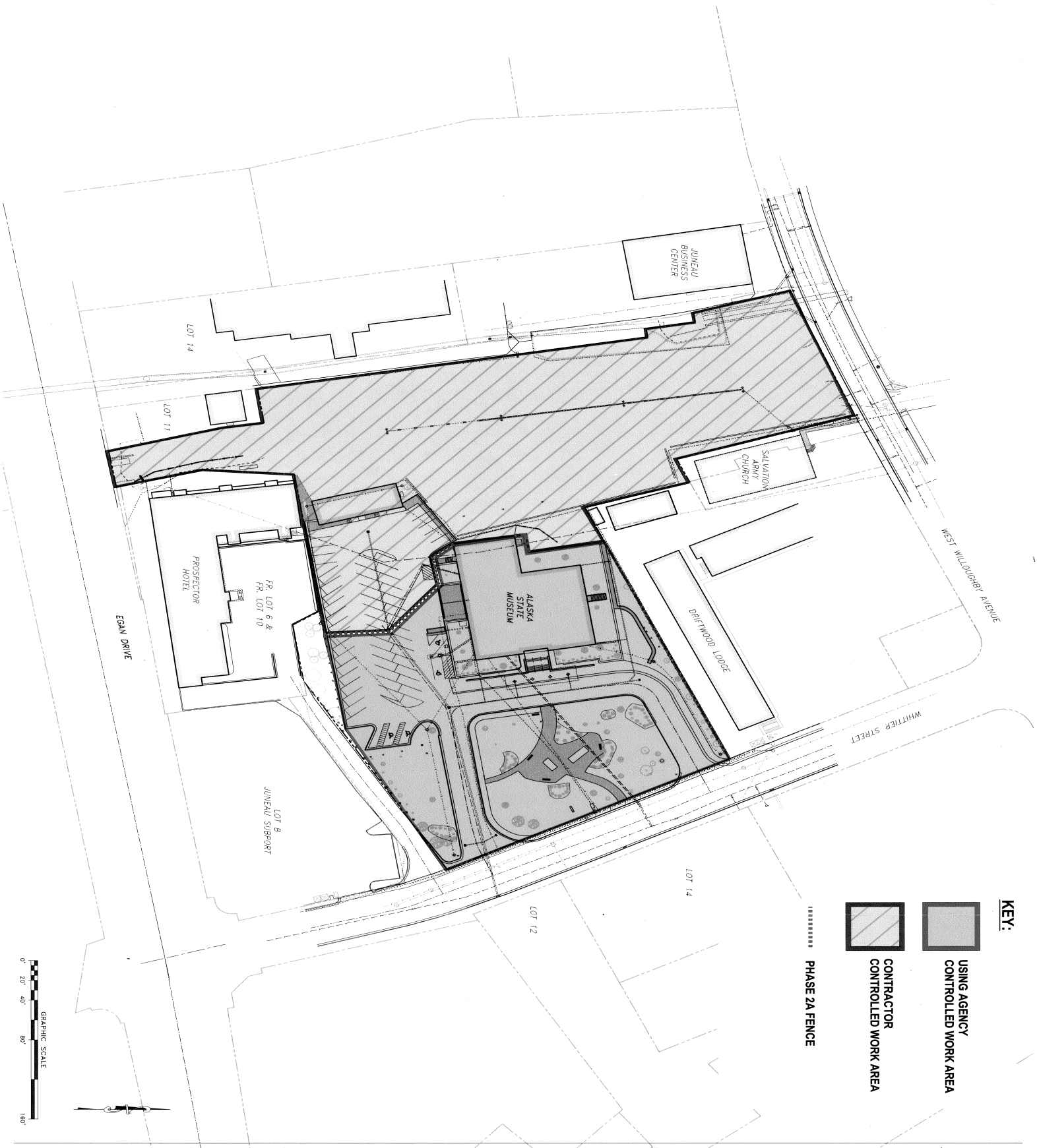

EXHIBIT 01 11 13A
PHASE 2A WORK AND STAGING

STATE OF ALASKA
LIBRARY ARCHIVES MUSEUM

CONSULTANT NAME :: AMC ENGINEERS
ECI/HYER :: THA ARCHITECTURE
DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
AKSAS PROJECT NO. 68816

SECTION 01 12 19 - CONTRACTOR'S CERTIFICATION OF SUBCONTRACTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Procedures for preparing, submitting and accepting subcontracts.

1.02 RELATED REQUIREMENTS

A. Document 00100 - Instructions to Bidders – Not Used

B. Document 00430 - Subcontractor List

C. Document 00700 - General Conditions: Paragraph 6.13.1, Subcontractor Certification and Approval

D. Section 00800 – Supplementary Conditions Paragraph SC-6.13.3 – Subcontract Provision.

E. Section 01 33 00 - Submittals: Submittal Procedures

1.03 PREPARATION OF CERTIFICATION

A. Certification Forms: Use forms provided by DEPARTMENT, (copy at end of this Section).

B. CONTRACTOR to prepare certification form and submit to the DEPARTMENT prior to the start of work. Where required, attach additional information to the certification form.

C. Substitute certification forms will not be considered.

1.04 SUBMITTAL OF CERTIFICATION

A. CONTRACTOR shall submit all certification forms in accordance with Section 01 33 00 SUBMITTALS.

1.05 CONSIDERATION OF CERTIFICATION

A. Following receipt of submittal and within a reasonable period of time DEPARTMENT shall review for each of the following:

1. Completeness of forms and attachments
2. Proper execution (signatures) of forms and attachments

B. Submittals which are not complete or not properly executed will be returned to the CONTRACTOR under a transmittal letter denoting the deficiencies found. CONTRACTOR shall correct and resubmit per paragraph 1.04, previous.

1. Subcontractors will be required to leave the project site until properly executed subcontract is in place.

2. Payment will not be made for work performed by a non-certified subcontractor.

1.06 ACKNOWLEDGMENT OF CERTIFICATION

A. Submittals which have been examined by the DEPARTMENT and are determined to be complete and properly executed shall be acknowledged as such by the Project Engineer's signature.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

STATE OF ALASKA DOT & PF STATEWIDE PUBLIC FACILITIES	SUBCONTRACTOR CERTIFICATION	

Note: The Contractor shall provide this form for ALL subcontractors working on this project. This form is applicable to all projects, including Small Procurement Contracts, and must be completed in full.

PROJECT: _____ PROJ. #: _____

PRIME CONTRACTOR: _____

Pursuant to the Contract Documents, we hereby stipulate the following concerning the award of Work to the last Subcontractor on the following list:

1. First Tier Subcontractor: _____ DBE? **Yes**☐ **No**☐

   Second Tier: _____ DBE? **Yes**☐ **No**☐

   Third Tier: _____ DBE? **Yes**☐ **No**☐

   Fourth Tier: _____ DBE? **Yes**☐ **No**☐

2. Date of Subcontract: _____

3. Amount of Subcontract: $ _____

4. Scope of Work: _____

   _____

5. Are the following documents kept on file by both the Contractor and the Subcontractor (check the appropriate answer)?

EEO-1 Certification (Form 25A304), federally funded projects only	**Yes**☐	**No**☐
Contract Minimum Wage Schedule	**Yes**☐	**No**☐
Civil Rights Representative (Form 25A302)	**Yes**☐	**No**☐

6. Does the Subcontract contain provisions for prompt payment, release of retainage, and interest on late payment and retainage conforming to AS 36.90.210?

   Yes☐ **No**☐

7. Does the Subcontract specifically bind the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Department and does it contain waiver provisions and termination provisions as required by the Contract Documents?

   Yes☐ **No**☐

8. a. Does the Subcontractor have adequate insurance coverages as specified in the Contract Documents?

   Yes☐ **No**☐

   If not, does the Contractor stipulate that the insurance limits of the Subcontractor are acceptable to the Contractor and that he has notified his insurance carrier of the reduced insurance limits?

   Yes☐ **No**☐

   b. Does the evidence of insurance certify that the policies described thereon comply with all aspects of the insurance requirements for this project?

   Yes☐ **No**☐

PROJECT: _____ **PROJ. #:** _____

Subcontractor Name: _____

c. Does the evidence of insurance list the Department as an "Additional Insured" or "Certificate Holder"?

Yes☐ **No**☐

d. Does the evidence of insurance commit to providing 30 day written notice of cancellation or reduction of any coverage?

Yes☐ **No**☐

e. Insurance Expiration dates:

Comprehensive or Commercial General Liability: _____

Automobile: _____ Workers' Compensation: _____

(Other): _____

9. Copies of the following professional certifications, licenses, and registrations are attached (circle all that apply):

Business License (mandatory)
Contractor License (mandatory)
Land Surveyor's License
Electrical Administrator's License (mandatory for electrical subs)
Mechanical Administrator's License (mandatory for mechanical subs)
Engineer/Architect
Other: _____

10. Exceptions to any of the above are explained as follows: _____

_____

CERTIFICATION (to be completed and signed by PRIME CONTRACTOR): I certify all the above to be true and correct.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

DEPARTMENT'S APPROVAL/DISAPPROVAL

The subject subcontract is **APPROVED**. Nothing in this approval should be construed as relieving the Prime Contractor of the responsibility for complete performance of the work or as a waiver of any right of the Department to reject defective work.

SIGNATURE: _____ **DATE:** _____
Project Engineer

The subject subcontract is **NOT APPROVED** for the following reasons:

_____

_____

SIGNATURE: _____ **DATE:** _____
Project Engineer

SECTION 01 26 63 – CHANGE PROCEDURES

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Document 00312 - Bid Schedule

B. Document 00510 – Construction Contract

C. Document 00700 - General Conditions.

D. Document 00800 - Supplementary Conditions: Modifications to Document 00700 - General Conditions.

E. Section 01 32 00 – Work Schedules and Reports.

F. Section 01 29 73 - Schedule of Values.

G Section 01 73 00 – Execution Requirements: Project Record Documents.

1.02 SUBMITTALS

A. Submit name of the individual authorized to accept changes, and to be responsible for informing others in CONTRACTOR's employ of changes in the Work.

B. Change Order Forms will be prepared by the DEPARTMENT.

1.03 CHANGE INITIATION

A. General Conditions Article 9 and in consideration of article 13.0.3 (b) (2) entitles the DEPARTMENT to make changes in the Work. These changes are authorized by the DEPARTMENT in one of the following ways, as discussed further in Article 9:

1. Directive (Article 9.3)
2. Change Order (CO) (Article 9.4)
3. Acceptance of Shop Drawing variations, which have been identified by CONTRACTOR. (Article 9.5)
4. Interim Work Authorization (IWA) (Article 9.10)
5. Contingency Authorization (CA). (Article 13.0.3 (b) (2))

1.04 DIRECTIVES

A. The DEPARTMENT issues Directives as per General Conditions Article 9.3

1.05 CHANGE ORDER

A. Any changes in Contract time, price, or responsibility within the general scope of the Contract, must be made by Change Order.

B. For those changes which DEPARTMENT determines may affect the Contract price or time, DEPARTMENT will issue a Request for Proposal (RFP) Form. This form will detail the scope of the change and require CONTRACTOR to reply with cost and schedule impacts of the change. CONTRACTOR shall make every effort to return Request for Proposal, along with cost and schedule impact data, within the time frame requested by the DEPARTMENT, but in no event later than 14 calendar days from date of RFP.

C. The CONTRACTOR is entitled to request changes in accordance with the General Conditions. CONTRACTOR shall use forms furnished by the DEPARTMENT or a form approved by the DEPARTMENT for this purpose.

1.06 CONTINGENCY AUTHORIZATIONS (CA)

A. Construction Contingency use is not a change in contract price or time. Construction Contingencies use are a change to the scope of work provided within the existing contract allowance. Procedures within this section are used to define how the DEPARTMENT implements the use of the allocation provided as per Article 13 (b) (2). The DEPARTMENT shall issue written consent by issuing Contingency Authorizations to the CONTRACTOR.

B. For those changes which DEPARTMENT determines are required under this section, the DEPARTMENT will issue a Request for Proposal (RFP) Form. This form will detail the scope of work that will become the basis of the change and require CONTRACTOR to reply with cost and schedule impacts of the change. CONTRACTOR shall make every effort to return the Request for Proposal, along with cost and schedule impact date, within the time frame requested by the DEPARTMENT, but in no event later than 14 calendar days from the date of the RFP.

C. Contingency Authorizations do not authorize time. CONTRACTOR shall follow procedures in 1.05 for Change Orders for considerations for time impacts as part of the Contingency Use Authorizations. No consideration for time impacts under this section will be granted after the Contingency Authorization is accepted by the CONTRACTOR.

1.07 INTERIM WORK AUTHORIZATIONS (IWA)

A. In accordance with General Conditions 9.10, IWAs may be issued for scopes of work that are not part of the agreement and for work that is required to be performed in advance of the change price determination and analysis.

B. The price on the IWA form is estimated, the scope of work requested is defined on the IWA.

C. Work identified in an IWA will be tracked following Cost of Work procedures including the execution of the DEPARTMENTS's COST OF WORK form for each day the IWA work is ongoing. A separate COST OF WORK form is required for each IWA.

D. The COST OF WORK forms and other backup required in 1.08 D and under Article 10.5, with form the basis of the negotiation of the change pricing and time analysis.

1.08 CHANGE PRICING AND TIME ANALYSIS

A. General Conditions Article 10 will be applied to negotiation of all changes to the scope of the contract including Contingency Authorizations and Contract Change Orders allows for the following methods in determining the price of a Change.

1. Unit Price, when unit prices are contained in the Contract.
2. Mutually acceptable Lump Sum, including overhead and profit.
3. Cost of the Work

B. UNIT PRICE CHANGE - For unit price CHANGE PROCEDURES, prices shall be determined by multiplying the contractual unit price(s) by the estimated quantities of changed scope. Payment as with all unit price work, will be based on the actual quantity installed. Refer to General Conditions Article 10.9 and 10.10 for additional requirements.

C. LUMP SUM CHANGE PROCEDURES

1. For lump sum price CHANGE PROCEDURES, CONTRACTOR shall provide itemized pricing proposal, which is sufficiently detailed, so that the DEPARTMENT can conduct a thorough analysis. CONTRACTOR's proposal shall provide a detailed break down of quantities, productivity units, labor, material, equipment, and subcontract costs, wage rates and burdens, overhead, profit, bonds, insurance, and taxes as well as any other cost components of the change. CONTRACTOR shall supplement price proposal with additional data as requested by DEPARTMENT.
2. CONTRACTOR and the DEPARTMENT shall then negotiate an equitable price (and time adjustment if appropriate) in good faith. The Change Order shall reflect the results of those negotiations. If negotiations do not result in a mutually acceptable lump sum change order price, the DEPARTMENT shall, at its discretion, direct the CONTRACTOR to perform the work under Cost of the Work Change Order.
3. These terms shall also apply to the proposal of sub-CONTRACTORs and allowances.

D. COST OF THE WORK - Cost of the Work pricing shall be tabulated daily by the CONTRACTOR on forms acceptable to the DEPARTMENT, then submitted to the DEPARTMENT daily for verification and approval with cost components. Cost of the Work pricing proposals shall additionally be supported by invoices for substantiation of purchase and rental costs and shall be supplemented with additional data as may be requested by DEPARTMENT.

E. Time Analysis for CHANGE ORDER PROCEDURES and CONSTRUCTION CONTINGENCY USE shall be performed as described in Section 01 32 00 – Work Schedules and Reports.

F. DEPARTMENT shall have the right to audit all records in possession of CONTRACTOR relating to activities covered by CONTRACTOR's pricing of Contract CHANGE ORDER PROCEDURES, including Cost of the Work pricing, as set forth in Document 00700 General Conditions. If CONTRACTOR is a joint venture, the right of DEPARTMENT shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member.

1.05 FORM EXECUTION

A. This section applies to IWAs, CAs, and COs. Contract Forms issued under this section are effective the date the DEPARTMENT's authorized person signs and issues the form to the CONTRACTOR. CONTRACTOR signature will indicate acceptance of the terms or acknowledgment of terms defined on the form. When the form contains required signatures, it will be considered fully executed.

B. For Change Orders, CONTRACTOR signature will indicate acceptance of the terms or acknowledgment of order, depending on box checked. Acknowledgment of Change Order does not substitute for notification requirements of 00700 Article 15.1.

C. CONTRACTOR to return original executed forms to DEPARTMENT.

1.06 PAYMENT

A. CONTRACTOR shall promptly revise Application for Payment forms to record each authorized Change Order and each authorized Contingency Authorization as a separate line item. For Change Orders, adjust the Contract Price as shown on the Change Order.

B. CONTRACTOR shall promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by the change, and resubmit.

C. Payment for Contract changes can only be made upon executed CHANGE ORDER Forms and executed CONTINGENCY USE Forms following the PROCEDURES in this section.

D. Payment will not be made for Work authorized via Interim Work Authorizations.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 29 73 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Documents 00700 - General Conditions: Schedule of Values.

B. Section 01 11 13 - Summary of Work: Work sequence.

C. Section 01 29 76 - Applications for Payment: Procedures for Applications for Payment.

D. Section 01 32 19, Section 01 33 00 – Submittal Schedule and Submittal Procedures

E. Section 01 32 00 – Work Schedules and Reports

F. Section 01 71 13 – Mobilization and Demobilization

1.02 FORMAT

A. Form and content must be acceptable to DEPARTMENT.

B. Form shall have a signature block for submission by CONTRACTOR and a signature block for approval by DEPARTMENT.

C. Content shall include the following column headings.

1. Not Used
2. Not Used
3. Not Used
4. Current Percent Complete
5. Current Dollar Complete
6. Previous Percent Complete
7. Previous Dollar Complete
8. Percent Complete this Period
9. Dollar Complete this Period

1.03 CONTENT

A. Not Used.

B. For items on which payments will be requested for stored products, list sub-values for cost of stored products with taxes paid.

C. Specific line item Values as indicated below shall be minimum acceptable amounts and must be included on all approved Schedules of Values and Applications for Payment.

1. Mobilization and Demobilization: Value of Preconstruction activities, costs and submittals shall be as per the amount reconciled for the contract GMP. Value of Demobilization shall be limited to one and a half percent (1.5%) of the total Contract Price. Refer to Section 01 71 13 - Mobilization and Demobilization for work included in these activities.

2. Section 01 77 00 - Contract Closeout Procedures. Value of all required Substantial Completion Submittals and Closeout Submittals shall be as per the amount reconciled for the contract GMP. Of this amount $10,000.00 shall be paid upon issuance of Final Acceptance. The amount assigned to these submittals shall be further subdivided into the subcontractor disciplines (i.e. mechanical, electrical, DDC system etc).

3. Section 01 91 00 - Commissioning. CONTRACTOR shall be as per the amount reconciled for the contract GMP.

D. The sum of values listed shall equal total Contract Price.

E. Any attempt to increase the cost of early activities, "front loading," will be rejected by the DEPARTMENT and Project Manager resulting in a complete reallocation of monies until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to the DEPARTMENT.

1.04 SUBMITTAL

A. Submit proposed Schedule per Section 01 11 13 – Summary of Work, Section 01 33 00 – Submittals, and Section 01 32 00 – Work Schedules and Reports.

B. Subsequent Schedule of Values with updated completion percentages shall be presented for review sufficiently in advance of Application for Payment to allow detailed review by DEPARTMENT and resolution of differences.

1.05 SUBSTANTIATING DATA

A. When DEPARTMENT requires substantiating information, submit data justifying line item amounts in question.

B. Provide one copy of data with cover letter for each copy of the Application for Payment. Show application number and date, and line item by number and description.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 29 76 - APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Procedures for preparation and submittal of Application for Payment.

1.02 RELATED REQUIREMENTS

A. Document 00312 – Bid Schedule

B. Document 00700 - General Conditions

C. Document 00800 – Supplementary Conditions: Modifications to Document 0700 – General Conditions.

D. Section 01 33 00 – Submittal Schedule, Submittal Procedures

E. Section 01 29 73 - Schedule of Values.

F. Section 01 77 00- Contract Closeout Procedures: Final Payment.

1.03 FORMAT

A. Submit Application for Payment form in format approved by the DEPARTMENT.

1.04 PREPARATION OF APPLICATIONS

A. Type required information on Application for Payment form acceptable to the DEPARTMENT.

B. Execute certification by original signature of authorized officer upon each copy of the Application for Payment.

C. Indicate breakdown of costs for each item of the Work on accepted Schedule of Values as specified in Section 01 29 73.

D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.

E. Submit Stored Materials Worksheet with every Application for Payment requesting payment for stored materials. Show only direct costs of materials and freight. Submit documentation in accordance with Article 00700 13.5 for materials shown in column titled "New Material This Pay Request Period."

1.05 SUBMITTAL PROCEDURES

A. Submit two Application for Payment with an original signature at one-month intervals.

B. Submit under DEPARTMENT accepted transmittal letter. Identify contract by DEPARTMENT contract number.

1.06 SUBSTANTIATING DATA

A. When DEPARTMENT requires substantiating information, submit data justifying line item amounts in question.

B. Provide one copy of data with cover letter for each copy of Application. Show Application number and date, and line item by number and description.

1.07 SUBMITTALS WITH APPLICATION FOR PAYMENT

A. Submit the following for review sufficiently in advance of Application for Payment to allow detailed review by DEPARTMENT and resolution of differences.

1. Schedule of Values with updated percentages of completion as required by Section 01 29 73 – Schedule of Values.

B. Submit the following with each Application for Payment.

1. Updated construction schedule as required by Section 01 32 00 – Work Schedules and Reports.

2. Updated Project Record Documents as required by Section 01 78 39 – Project Record Documents. Signed letter certifying all Project Record Documents, including as-built drawings and submittals are current.

1.08 ADDITIONAL REQUIREMENTS FOR FIRST APPLICATION FOR PAYMENT

A. The first Application for Payment will be processed after the Resident Engineer has received all of the following.

1. Superintendent Data (00700 6.2) 01 29 76 Contractor Delegation Form
2. Progress Schedule (00700 6.6.1 & 01 32 00 1.7A.&B.)
3. Schedule of Values (00700 6.6.2 & 01 29 73 1.04B.)
4. Submittal Schedule (00700 6.6.2)
5. Safety Representative Designation (00700 6.18) 01 29 76 Contractor Delegation Form
6. Building Permit (00700 7.2)
7. Name of Individual Authorized to Accept Changes (01 26 63 1.02A.) 01 29 76 Contractor Delegation Form
8. CONTRACTOR's Management Team (01 31 13 1.03A.)
9. CONTRACTOR Quality Control Program and Plan (01 45 00 1.03.)
10. National Bureau of Standards Inspection Report (01 45 29 1.05A.&B.)
11. Freeze Protection Plan (01 51 00 1.09.)
12. Construction Site Layout Plan (01 71 13 1.04B .)
13. Traffic Control Plan and Haul Routes (01 11 13 1.08 E, 1.11 B.)
14. Schedule for Dust and Air Pollution Abatement (01 57 10 1.03 B.2.)
15. PreConstruction Property and Structure Assessments (01 51 00 1.16)
16. Hazardous Material Control Plan (01 57 10 1.04A.)
17. Notice of Intent (01 57 10 1.04A.)
18. Project Summary (01 57 10 1.04A)
19. Temporary Facilities Plan. (01 52 13 1.05 G.9.)

PART 2 - PRODUCTS **Not Used**

PART 3 - EXECUTION

Not Used
END OF SECTION

STATE OF ALASKA DOT & PF PUBLIC FACILITIES BRANCH	CONTRACTOR DELEGATION OF AUTHORITY	

Contractor: _____

Project Name: _____ Project #_____

The contract documents contain several requirements that the Contractor identify employees with various authorities and/or responsibilities. This form is provided for your convenience in meeting the requirements common to most contracts. Other requirements may exist. The referenced paragraphs in General Provision (00700) sections do not apply to Small Procurement Contracts.

Please complete the applicable portions of this form and return it to the Project Manager. A letter will be furnished to you that defines the authorities and responsibilities of Department, Using Agency and Consultant personnel.

Authority to sign Applications for Payment (00700 13.3)

_____ _____
Printed Name Sample Signature

_____ _____
Printed Name Sample Signature

Authority to Sign Change Orders (00700 9.4) and Change Notices

_____ _____
Printed Name Sample Signature

_____ _____
Printed Name Sample Signature

Safety Representative (00700 6.18)

_____
Printed Name

Project Superintendent (00700 6.2)

_____ _____

Printed Name Telephone Number

_____

Local Address

Shop Drawing Submittals (00700 6.20.1)

_____ _____

Printed Name Sample Initials

Sample Stamp:

I certify that the above personnel have been delegated the authorities and responsibilities referenced in the contract documents:

_____

Signature of Owner, Partner or Corporate Officer

_____

Name, printed or typed

STATE OF ALASKA
DOT & PF
STATEWIDE PUBLIC FACILITIES

STORED MATERIALS WORKSHEET

Project Number:

Project Name:

Sheet ___of___

Name and Address of Contractor:

Contract Description:

Pay Estimate

Description	Stored Materials From Previous Pay Request Period	New Material This Pay Request Period	Materials Incorporated Into Work During This Pay Request Period	Materials Incorporated In Previous Pay Estimate	Stored Ending This Pay Request Period
(1)	a	b	c	d	(a+b)-c(-d)
			Total Stored This Pay Request		$ -

Submitted by: _____ Date: _____

BLDG-Form 26
H:/BUILDDOC/OFFICE/FORMS/FR26.STORED.MATERIALS

Rev 5/01

SECTION 01 31 13 - JOB SITE ADMINISTRATION

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Document 00700 – General Conditions

B. Section 01 31 14 – Work Coordination

C. Section 01 32 00 – Work Schedules and Reports

D. Section 01 77 00 – Contract Closeout Procedures

1.02 DEPARTMENT PROJECT MANAGEMENT TEAM

A. The DEPARTMENT Contracting Officer will designate the members of the DEPARTMENT project management team, along with their authority and limitations of authority, in accordance with General Conditions Article 2.1 This designation will typically be provided in a letter sent to the CONTRACTOR after Contract Award.

1.03 CONTRACTOR'S PROJECT MANAGEMENT TEAM

A The CONTRACTOR shall staff the Contract with the same team as proposed in the CM/GC proposal for preconstruction services, except as modified by amendment to the CM/GC preconstruction services agreement. The CONTRACTOR's Project Management Team shall be capable of performing the following duties, including but not necessarily limited to:

1. Maintain the schedule in the progress of Work and resolve construction related issues.

2. Coordinate permitting and construction activities to ensure timely completion of the Work.

3. Maintain a CPM schedule as specified in Section 01 32 00 - Work Schedules and Reports.

4. Coordinate construction activities of suppliers and subcontractors with those of the CONTRACTOR and each other to ensure timely deliveries for installation.

5. Coordinate and effectively manage the construction activities of subcontractors to maintain the Contract schedule and quality requirements.

6. Coordinate necessary inspections with the DEPARTMENT, approved Testing Laboratory, and other agencies as required for the progress of the Work.

7. Participate in Project meetings with the DEPARTMENT and the Architect/Engineering Team to review the progress of the construction, and identify and resolve outstanding construction-related issues.

8. Coordinate the installation, operation and maintenance of temporary utilities required during construction.

9. Prior to submittal of Shop Drawings, Product Data, Samples and other submittals, as specified in Section 01 32 19 – Submittals Schedule and Section 01 33 00 -- Submittal Procedures, review for compliance with the Contract Documents and coordination with other work.

    a. Check field dimensions and clearance dimensions.

    b. Check relation to available space.

    c. Check anchor bolt settings.

    d. Review the effect of changes, if any, on the Work of other subcontracts or by Others.

    e. Check compatibility of equipment and work of the various trades.

    f. Check motor voltages and control characteristics.

    g. Coordinate controls and interlocks: Voltages and wiring of electric switches and relays.

    h. Coordinate wiring and control diagrams.

    i. Certify compliance with Contract Documents or list differences.

10. Coordination drawings, as specified in Section 01 31 14 - Work Coordination.

    a. Prepare, as required to ensure coordination of Work of, or affected by, mechanical and electrical Work, or to resolve conflicts.

    b. Reproduce and distribute reviewed copies to all concerned parties.

11. Observe required testing and maintain a record of tests:

    a. Testing Laboratory and name of inspector.

    b. Subcontractor.

    c. Manufacturer's representative present.

    d. Date and time of testing.

    e. Type of product or equipment.

    f. Type of test, and test results.

    g. Retesting required.

12. Verify that Subcontractors maintain an accurate and up-to-date record of Contract Documents.

13. Observe the work for compliance with requirements of the Contract Documents. Maintain list of observed deficiencies and discrepancies.

14. Equipment Start-up:

    a. Check to ensure that utilities and specified connections are complete and that equipment is in operable condition.

    b. Observe testing, adjusting, and balancing.

c. Record results, including time and date of start-up.

15. Inspection of Equipment:

a. Prior to inspection, check that equipment is clean, repainted as required, tested, and operational.

b. Assist inspector; prepare list of items to be completed or corrected.

16. Assemble Project Record Documents from subcontractors and ensure that completed Project Record Documents are submitted to the DEPARTMENT in accordance with Section 01 78 00 - Contract Closeout and other requirements of the Contract Documents.

B. Request for Information (RFI) Procedures.
1. Submit RFIs in writing to the DEPARTMENT in a format approved by the DEPARTMENT.
2. The response to the RFI is issued to the CONTRACTOR when the DEPARTMENT signs and issues formal direction to the CONTRACTOR.
3. The DEPARTMENT may request the DEPARTMENT's Consultant to provide recommendations before the DEPARTMENT issues the RFI response to the CONTRACTOR.

C. Upon DEPARTMENT request, the CONTRACTOR shall submit all correspondence, including letters, memoranda, meeting minutes, transmittals, Request for Information, technical submittal transmittals, Requests for Change, specified Notices, and any other documentation using the format and forms accepted by DEPARTMENT or as otherwise described in the Contract Documents.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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SECTION 01 31 14 - WORK COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

A. This Section describes coordination of Work within this job and with work of other contracts.

1.02 RELATED REQUIREMENTS

A. Document 00700 – General Conditions

B. Section 01 11 13 – Summary of Work

1.03 REQUIREMENTS

A. Coordinate work of various sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed by DEPARTMENT or under separate contracts.

B. Verify that characteristics of elements of interrelated operating equipment are compatible; coordinate work of various sections that have interdependent responsibilities for installing connection to, and placing such equipment in service.

C. Coordinate space requirements and installation of electrical, mechanical, and other special work, which are indicated diagrammatically on the Contract Drawings. Follow routing shown for ducts, conduits, pipes etc., as closely as practicable; make runs parallel with lines of buildings and roads. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. Conceal ducts, wiring, and pipes in finished areas unless otherwise indicated. Coordinate locations of fixtures and outlets with finish elements.

E. Whenever the Work of a Subcontractor is dependent upon the Work of other Subcontractors, CONTRACTORs, or utility company CONTRACTORs installing utilities under contract with the DEPARTMENT, then the CONTRACTOR shall require the Subcontractor to:

1. Coordinate its Work with the dependent work.
2. Provide dependent data and requirements.
3. Supply and install items to be built into dependent work of others.
4. Make provisions for dependent work of others.
5. Examine dependent drawings, specifications and submittals.
6. Examine previously placed dependent work.
7. Check and verify dependent dimensions of previously placed work.
8. Notify CONTRACTOR of previously placed dependent work or dependent dimensions, which are unsatisfactory or will prevent a satisfactory installation of its Work.
9. Not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

10. CONTRACTOR shall require subcontractors to participate in coordination meetings as required by the DEPARTMENT.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Section 01 11 13 - Summary of Work: Coordination of Work.

B. Section 01 32 00 – Work Schedules and Reports: Progress Schedules.

C. Section 01 33 23 - Shop Drawings, Product Data, and Samples.

D. Section 01 45 00 - Quality Control: CONTRACTOR responsibilities.

E. Section 01 73 00 – Execution Requirements; Project Record Documents; Operation and Maintenance Data.

1.02 PRECONSTRUCTION CONFERENCES.

A. DEPARTMENT will administer preconstruction conference for execution of Contract and exchange of preliminary submittals. Attendance by all key Contractor and Subcontractor project personnel is required. The CONTRACTOR shall notify and invite in writing to the pre-construction conference all serving utilities at least 72 hours in advance of the conference.

B. DEPARTMENT may administer site mobilization conference at Project site for clarification of CONTRACTOR responsibilities in use of site and for review of administrative procedures.

C. DEPARTMENT shall document meeting and distribute minutes within 48-hours of adjournment. Minutes shall be typed, reflecting date, list of attendees and in format to facilitate correction of previous meeting minutes. Distribution shall be to all attendees and those affected by discussions or decisions made at meeting.

1.03 PREINSTALLATION CONFERENCES

A. When required in an individual Specification section, as shown in the CONTRACTOR's quality control plan, or directed by the DEPARTMENT, convene a pre-installation conference prior to commencing Work.

B. Require attendance of entities directly affecting, or affected by, Work of the section.

C. Review conditions of installation, preparation and installation procedures, and coordination with related Work.

D. Record significant discussions and agreements and disagreements of each conference, and approved schedule. Distribute record of conference to all attendees within 24-hours of adjournment..

1.04 WEEKLY PROGRESS MEETINGS

A. CONTRACTOR will administer Weekly Progress Meetings on a regular day and time, which is mutually convenient to both the DEPARTMENT and the CONTRACTOR. These meetings shall be documented by the CONTRACTOR.

B. Weekly Progress Meeting shall be attended by all key Contractor and, as appropriate, Subcontractor project personnel.

C. CONTRACTOR shall furnish copies of it's current Two Week Look Ahead Schedule Section 01 32 00 – Work Schedules and Reports to all attendees of the meeting. This schedule will be reviewed in detail during the meeting and will be used for the coordination of activities by others.

D. Weekly Progress Meetings will also be used to review other key aspects of the Work, such as safety, quality, critical items, etc.

E. Meeting Minutes: CONTRACTOR shall document meeting and distribute minutes within 48-hours of adjournment. Minutes shall be typed, reflecting date, attendees, and in format to facilitate correction of previous meeting minutes. Distribution shall be to all attendees and those affected by discussions or decisions made at meeting.

1.05 SAFETY MEETING

A. CONTRACTOR shall conduct Safety Meetings as required by its project Safety Program.

B. CONTRACTOR shall invite DEPARTMENT to attend Safety Meetings.

1.06 OTHER MEETINGS

A. At various times throughout the duration of the Contract, CONTRACTOR will be required to attend meetings as requested by the DEPARTMENT. It is anticipated that such meetings will involve coordination with others. Project Schedule review, problem resolution and change order negotiations.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 32 00 - WORK SCHEDULES AND REPORTS

PART 1 - GENERAL

1.01 SUMMARY

A. Scheduling of Work under this CONTRACT shall be performed by CONTRACTOR in accordance with requirements of this Section.

1. Development of schedule, monthly payment requests, schedule updates and project status reporting requirements of the CONTRACT shall employ computerized Critical Path Method (CPM) scheduling, using the current version of Microsoft Project. Required schedules shall include:

   a. Anticipated CPM Schedule - period from Notice to Proceed to 60 days after Notice to Proceed.

   b. Finalized CPM Schedule - to include the 60-day Anticipated CPM Schedule through project completion and closeout.

   c. Monthly updates and status reports.

   d. Revision, Time Impact Evaluation (TIE), and Recovery Schedules.

   e. As-built Schedule.

2. Not Used

3. Schedules and reports shall be submitted as specified in Sections 01 32 19, 01 33 00, Submittal Schedule and Submittal Procedures.

4. CPM schedule shall be basis for Two Week Look Ahead Schedule presentation at Weekly Progress Meeting as specified in Section 01 31 19, Project Meetings.

B. The requirements specified herein are established to assist the DEPARTMENT in evaluation of job progress, payment requests, and time extension requests.

C. Upon Award of CONTRACT, CONTRACTOR shall immediately commence with development of Anticipated and Finalized CPM Schedules.

1.02 RELATED REQUIREMENTS

A. Document 00700 – General Condition

B. Section 00800 – Supplementary Conditions

C. Section 01 11 13 – Summary of Work

D. Section 01 31 19 – Project Meetings

E. Section 01 26 63 – Change Order Procedures

F. Section 01 33 00 –Submittal Procedures

G. Section 01 29 73 – Schedule of Values

1.03 QUALIFICATIONS

Not Used

1.04 SOFTWARE

A. CONTRACTOR shall employ the current version of Microsoft Project, or approved equal. CONTRACTOR shall formally transmit its schedule file to DEPARTMENT on CD ROM or through other DEPARTMENT approved delivery method at times requested by DEPARTMENT. CDs shall be appropriately labeled with data compressed and all access restrictions removed. One 11" X 17" hard copy report shall accompany CDs.

B. Transmit each item under form approved by the DEPARTMENT.

1. CD label shall identify name of CONTRACTOR, DEPARTMENT CONTRACT title and number, file name, schedule data date, and submittal number.

2. Each submittal shall have as its face document a completed DEPARTMENT furnished Submittal Summary form.

3. Submittals received from sources other than CONTRACTOR will be returned to the CONTRACTOR without the DEPARTMENT's review.

1.05 GENERAL

A. CPM schedule shall be based on and incorporate CONTRACT milestone and completion dates as specified in Section 00800, Supplementary Conditions, and Section 01 11 13, Summary of Work. CONTRACTOR may establish intermediate milestones, in addition, as necessary to develop the schedule. Such intermediate milestones must be submitted and accepted by the DEPARTMENT before they can be incorporated in the CONTRACTOR's schedule.

B. Overall time of completion and time of completion for each milestone shown on the CPM schedule shall adhere to times in the CONTRACT, unless an earlier (advanced) time of completion is requested by CONTRACTOR and agreed to by the DEPARTMENT. Any such agreement shall be formalized by a change order.

1. The DEPARTMENT may not accept an earlier (advanced) schedule, i.e. one that shows early completion dates for the CONTRACT milestones.

2. CONTRACTOR shall not be entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and CONTRACTOR completes the Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule, but within the CONTRACT times.

3. A schedule showing the Work completed in less than the CONTRACT times, which has been accepted by the DEPARTMENT, shall be considered to have Project Float. Project Float is the time between the scheduled completion of the Work and CONTRACT Substantial Completion. Project Float is a resource available to both the DEPARTMENT and the CONTRACTOR.

C. The entire 24-hour day is available to CONTRACTOR for prosecuting the Work, except as otherwise noted in the CONTRACT documents for items such as holidays and noise restrictions. The term "day" shall be defined as a calendar day of twenty four (24) hours beginning at midnight, prevailing time.

1. Work Period: CONTRACTOR shall identify the planned work hours, shifts, and workdays, which are the basis for schedule submittals.

2. Emergency Work Period: Emergencies may arise during the progress of the Work which may require special treatment or may make advisable extra shifts of workers to continue the Work for 16 or 24 hours per day. Emergencies may be caused by damage or possible damage to existing structures or property by reason of Work under construction or by storm, accidents or leakage. Be prepared in case of such emergencies to make all necessary repairs and promptly execute such Work when directed by the DEPARTMENT.

D. Neither the DEPARTMENT nor the CONTRACTOR owns float. The Project owns the float. As such, liability for delay of the Substantial Completion date rests with the party whose actions, last in time, actually cause delay to the Substantial Completion date.

1. For example, if Party A uses some, but not all, of the float and Party B later uses remainder of the float, as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion date.

2. Party A would not be responsible for the time since it did not consume the entire float, and additional float remained; therefore, the Substantial Completion date was unaffected.

3. The DEPARTMENT has the final determination on the appropriate use of float and on the total float calculation. The DEPARTMENT will routinely check float calculations provided by the CONTRACTOR and resolve disputes regarding allocation of float.

E. The CPM schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing the CONTRACT CPM schedules and monitoring actual progress as compared to the baseline schedule rests with CONTRACTOR.

F. Failure of CPM schedule to include any element of the Work or any inaccuracy in the CPM schedule will not relieve CONTRACTOR from responsibility for accomplishing the Work in accordance with the CONTRACT. DEPARTMENT's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon DEPARTMENT, or act to relieve CONTRACTOR of its responsibility for means and methods of construction.

1.06 ANTICIPATED CPM SCHEDULE

A. Anticipated CPM Schedule shall be submitted for review at the preconstruction conference and shall serve as CONTRACTOR's schedule for up to 60 days after Notice to Proceed.

B. Anticipated CPM Schedule shall indicate detailed plan for the Work to be completed during the period from Notice to Proceed to Final Completion.

1. Include Notice to Proceed and CONTRACT milestone and completion dates as specified in Section 01 11 13, Summary of Work.

2. Show start and completion dates for all items of Work and their components. No individual construction activity shall have duration greater than 45 working days, unless approved by the DEPARTMENT. Activity durations shall be total number of actual working days required to perform that activity.

3. A code shall be assigned for each activity corresponding to CONTRACTOR or subcontractor responsible for performing the Work.

4. Include non-construction activities, such as Notice to Proceed, mobilization, submittal and acceptance periods for shop drawings, significant material and equipment procurements and deliveries, fabrication and delivery of special items, inspection, and demobilization.

5. Show processing and approval duration times for required submittals. Activities dependent on submittal acceptance shall not be scheduled to start earlier than expected acceptance dates.

    a. Include time for submittals, resubmittals, and reviews by the DEPARTMENT. Coordinate with accepted schedule for submission of shop drawings, samples and other submittals.
    b. CONTRACTOR shall be responsible for all impacts resulting from resubmittal of shop drawings and submittals.

6. Show procurement of major equipment and materials. Activities dependent on material delivery shall not be scheduled to start earlier than expected delivery dates.

    a. Include time for fabrication and delivery of manufactured products for the Work.
    b. Identify receipt and inspection at jobsite as separate activity.

7. Identify as separate activities DEPARTMENT-furnished materials and equipment, if any.

8. Show the interface with work of other CONTRACTORs, DEPARTMENT, Using Agencies, Public Use, and others such as, but not limited to, utility companies.

9. Show the Work beyond 60 days in summary form.

C. Anticipated CPM Schedule shall be time-scaled and shall show interrelationship, interdependency and sequence of activities. No activity, except the first and last activity in schedule, shall be open-ended (without both predecessor and successor logic ties), unless approved by the DEPARTMENT.

D. Project coding shall be in conformance with format provided by the DEPARTMENT.

1. Activity description shall describe Work to be accomplished and location.

2. CONTRACTOR shall submit schedule data reports as requested by the DEPARTMENT and in accordance with format provided by DEPARTMENT.

E. Anticipated CPM Schedule shall be based on Schedule of Values as approved by the DEPARTMENT. Accepted schedule will be used as basis for monthly progress payments until acceptance of the Finalized CPM Schedule.

F. The DEPARTMENT and CONTRACTOR shall meet to review and discuss the Anticipated CPM Schedule within ten (10) working days after it has been submitted to the DEPARTMENT.

1. The DEPARTMENT's review and comment on the schedule shall be limited to CONTRACT conformance with sequencing, coordination, coding and milestone requirements.

2. CONTRACTOR shall make corrections to schedule necessary to comply with CONTRACT requirements and shall adjust schedule to incorporate any missing information requested by the DEPARTMENT. CONTRACTOR shall resubmit Anticipated CPM Schedule if requested by the DEPARTMENT.

G. If, during the first 60 days after Notice to Proceed, the CONTRACTOR is of the opinion that any of the Work included on its Anticipated CPM Schedule has been impacted, the CONTRACTOR shall submit to the DEPARTMENT a written Time Impact Evaluation (TIE) in accordance with the requirements of this section.

1.07 FINALIZED CPM SCHEDULE

A. A detailed proposed Finalized CPM Schedule shall be submitted presenting an orderly and realistic plan for completion of the Work, in conformance with requirements as specified herein. In accordance with Document 00700, the Finalized CPM Schedule will be submitted prior to the first progress payment. DEPARTMENT acceptance of the Finalized CPM schedule shall be a prerequisite to application for the second progress payment.

B. The proposed Finalized CPM Schedule shall include the 60-day Anticipated CPM Schedule and detailed plan through project completion and closeout.

1. Include Notice to Proceed and CONTRACT milestone and completion dates as specified in Section 01 11 13, Summary of Work.

2. Show start and completion dates for all items of Work and their components. No individual construction activity shall have duration greater than 45 working days, unless approved by the DEPARTMENT. Activity durations shall be total number of actual working days required to perform that activity.

3. A code shall be assigned for each activity corresponding to CONTRACTOR or subcontractor responsible for performing the Work.

4. Include non-construction activities, such as Notice to Proceed, mobilization, submittal and acceptance periods for shop drawings, significant material and equipment procurements and deliveries, fabrication and delivery of special items, inspection, and demobilization.

5. Show processing and approval duration times for required submittals. Activities dependent on submittal acceptance shall not be scheduled to start earlier than expected acceptance dates.

   a. Include time for submittals, resubmittals, and reviews by the DEPARTMENT. Coordinate with accepted schedule for submission of shop drawings, samples and other submittals.

   b. CONTRACTOR shall be responsible for all impacts resulting from resubmittal of shop drawings and submittals.

6. Show procurement of major equipment and materials. Activities dependent on material delivery shall not be scheduled to start earlier than expected delivery dates.

a. Include time for fabrication and delivery of manufactured products for the Work.

b. Identify receipt and inspection at jobsite as separate activity.

7. Identify as separate activities DEPARTMENT-furnished materials and equipment, if any.

8. Show the interface with work of other CONTRACTORs, DEPARTMENT, Airport tenants, and agencies such as, but not limited to, utility companies.

9. Allow at least 5 working days for developing discrepancy punch list(s) and 14 calendar days for completion of discrepancy punch list items and final clean up for the Work or any designated portion thereof.

10. Identify the activities, which constitute the controlling operations or critical path. No more than 10 percent of all scheduled activities shall be critical. No more than 20 per cent of all activities shall be critical or near critical. Critical is defined as total float less than one working day. Near critical is defined as total float in the range of one to fifteen working days.

C. Proposed Finalized CPM Schedule shall be time-scaled and shall show interrelationship, interdependency and sequence of activities. No activity, except the first and last activity in schedule, shall be open-ended (without both predecessor and successor logic ties), unless approved by the DEPARTMENT.

D. Project coding shall be in conformance with format provided by the DEPARTMENT.

1. Activity description shall describe Work to be accomplished and location.

2. CONTRACTOR shall submit schedule data reports as requested by the DEPARTMENT and in accordance with format provided by DEPARTMENT.

E. Proposed Finalized CPM Schedule shall be resource loaded as directed by the DEPARTMENT.

F. Proposed Finalized CPM Schedule shall be based on Schedule of Values as approved by the DEPARTMENT. Accepted schedule will be used as basis for monthly progress payments until acceptance of the Finalized CPM Schedule.

1. Show the total cost of performing each activity, which shall be the total of labor, material and equipment cost.

2. Sum of cost for all activities shall equal total CONTRACT price.

G. Not Used

H. Furnish copies of subcontractor and supplier schedules upon which proposed Finalized CPM Schedule was built.

1. Furnish for each subcontractor and supplier, as determined by the DEPARTMENT, submitted on subcontractor or supplier letterhead, a statement certifying that subcontractor or supplier concurs with CONTRACTOR's Finalized CPM Schedule and that subcontractor's or supplier's related schedules have been properly incorporated, including activity duration, cost and resource loading.

I. CONTRACTOR shall submit a list of anticipated non-working days, such as weekends and holidays at monthly meetings. The CONTRACT schedule shall exclude in its working day calendar all non-working days on which CONTRACTOR anticipates critical Work will not be performed.

J. CONTRACTOR shall adjust the proposed Finalized CPM Schedule submittal to address all review comments and resubmit network diagrams and reports for the DEPARTMENT's review.

1. The DEPARTMENT, within ten (10) working days from date that CONTRACTOR submits the revised schedule, will either:

a. Accept schedule as submitted, or

b. Advise CONTRACTOR in writing to review any part or parts of schedule which either do not meet CONTRACT requirements or are unsatisfactory for the DEPARTMENT to monitor Project's progress, resources and status, evaluate time extension requests, or evaluate progress payment requests by CONTRACTOR.

2. The DEPARTMENT may accept schedule with conditions that the first monthly CPM schedule update is revised to correct deficiencies identified.

3. The DEPARTMENT reserves right to require CONTRACTOR to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of progress payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

K. Acceptance of CONTRACTOR's schedule by the DEPARTMENT will be based solely upon schedule's compliance with CONTRACT requirements.

1. By way of CONTRACTOR assigning activity durations and proposing sequence of Work, CONTRACTOR agrees to utilize sufficient and necessary management and other resources to perform Work in accordance with the schedule.

2. Upon submittal of each schedule update as specified herein, such updated schedule shall be considered the Current CPM Schedule.

3. Submittal of CONTRACTOR's schedule to the DEPARTMENT shall not relieve CONTRACTOR of total responsibility for scheduling, sequencing, and performing the Work to comply with requirements of the CONTRACT, including responsibility for adverse effects such as delays resulting from ill-timed Work.

L. Submittal of Finalized CPM Schedule, and subsequent schedule updates, shall be understood to be CONTRACTOR's representation that the schedule meets requirements of the CONTRACT and that Work shall be executed in sequence indicated on the schedule.

M. CONTRACTOR shall distribute Finalized CPM Schedule to subcontractors for review and written acceptance, which shall be noted on subcontractors' letterheads to CONTRACTOR and transmitted to the DEPARTMENT for the record.

1.08 MONTHLY CPM SCHEDULE UPDATE

A. Following acceptance of CONTRACTOR's Finalized CPM Schedule, CONTRACTOR shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.

1. Each schedule update shall be complete, including updated information for all items required for the Finalized CPM Schedule submittal.

   a. DEPARTMENT shall establish the data date, or "as of" date, for calculating the proposed Current CPM Schedule.

   b. Schedule updates shall report actual progress (actual start and finish dates and percent complete as of the established data date).

   c. Minor changes to durations and logic are allowed, if reasonable, but shall not impact the critical and near-critical path, total float, major milestones, or impact other projects or operations.

   d. Minor changes to durations and logic shall be identified and explained in the Project Status Report as specified herein.

2. Each update shall continue to show all Work activities including those completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.

3. If an activity is closed and Work is later restarted, a supplemental activity without pay must be created to track the Work.

4. The update will display target and current bars to indicate how the schedule is progressing as compared to the original plan.

5. Calculated and proposed revisions to start and finish dates, durations and relationships shall not be incorporated into the schedule update until accepted by the DEPARTMENT as specified herein.

B. CONTRACTOR shall submit the updated schedule (proposed Current CPM Schedule) within five (5) working days after monthly schedule update meeting. Monthly schedule update meeting shall occur no later than two (2) working days in advance of established data date.

C. Within five (5) working days after receipt of proposed Current CPM Schedule, the DEPARTMENT will either accept or reject it.

   1. If accepted, schedule update shall be considered the Current CPM Schedule.

   2. If accepted, percent complete shown in monthly update will be basis for CONTRACTOR'S Application for Payment. The accepted schedule update (Current CPM Schedule) shall be submitted as part of the CONTRACTOR'S Application for Payment.

   3. If rejected, update shall be corrected and resubmitted by CONTRACTOR before the Application for Payment is submitted.

D. Neither updating, changing or revising of any report, curve, schedule or narrative submitted to the DEPARTMENT by CONTRACTOR under this CONTRACT, nor the DEPARTMENT's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, CONTRACTOR's obligations under this CONTRACT.

1.09 SCHEDULE REVISIONS

A. Revisions include changes in duration or logic, addition or splitting of activities, or modifications to descriptions that impact the critical and near critical path, total float, major milestones, or impact other projects or operations. Updating the Current CPM Schedule to reflect actual progress, as identified in this Section, shall not be considered revisions to the schedule.

B. To justify revisions to the schedule, the CONTRACTOR shall provide the DEPARTMENT with a written narrative with a full description and reasons for each Work activity revised. CONTRACTOR shall provide a schedule diagram, depicting how the changed Work affects other activities, the critical path of the accepted Current CPM Schedule, and the CONTRACT milestones and durations. If schedule delays are indicated, a Time Impact Evaluation (TIE) is required as specified herein. The CONTRACTOR shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.

C. Pending change orders shall not be incorporated into the schedule unless CONTRACTOR has been directed to proceed with the change by the DEPARTMENT. A change order request requires a TIE as specified herein, if schedule is impacted. Only after a change order has been approved and a Notice to Proceed issued shall change orders be added to the schedule.

D. An Interim Work Authorization authorizing Notice to Proceed with changed work requires a TIE as specified herein, if schedule is impacted.

E. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed and accepted by the DEPARTMENT. The DEPARTMENT may request further information and justification for schedule revisions and CONTRACTOR shall, within three (3) working days after the date of such request, provide DEPARTMENT with a complete written narrative response to DEPARTMENT's request.

F. If the CONTRACTOR's revision is still not accepted by the DEPARTMENT, and the CONTRACTOR disagrees with the DEPARTMENT's position, the CONTRACTOR has seven (7) days from receipt of the DEPARTMENT's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. The CONTRACTOR's failure to respond in writing within the above seven (7) days shall be contractually interpreted as acceptance of the DEPARTMENT's position, and the CONTRACTOR waives its rights to subsequently dispute or file a claim regarding the DEPARTMENT's position.

G. At the DEPARTMENT's discretion, the CONTRACTOR will be required to provide subcontractor certifications of performance regarding proposed schedule revisions affecting said subcontractors.

1.10 RECOVERY SCHEDULE

A. If the monthly schedule update (proposed Current CPM Schedule) shows a Substantial Completion date which, in the judgment of the DEPARTMENT, is significantly beyond the Contract Substantial Completion date, or individual milestone completion dates, the CONTRACTOR shall, within seven (7) days after submittal of the updated schedule showing such delay, submit to the DEPARTMENT the proposed revisions to recover the lost time. As part of this submittal, the CONTRACTOR shall provide a written narrative for each revision made to recapture the lost time. CONTRACTOR shall provide a schedule diagram depicting how the changed Work affects other activities, critical path, and CONTRACT milestones and durations.

B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed and accepted by the DEPARTMENT.

C. If the CONTRACTOR's revisions are not accepted by the DEPARTMENT, the DEPARTMENT and the CONTRACTOR shall follow the procedures in General Conditions related to disputes.

D. At the DEPARTMENT's discretion, the CONTRACTOR can be required to provide subcontractor certifications for revisions affecting said subcontractors.

E. DEPARTMENT may withhold progress payments for non-submittal of a recovery schedule in accordance with the Contract Documents.

1.11 TIME IMPACT EVALUATION FOR CHANGE ORDERS, CONSTRUCTION CONTINGENCY AUTHRIZATIONS AND OTHER DELAYS

A. When the CONTRACTOR is directed to proceed with changed Work, the CONTRACTOR shall prepare and submit, within 14 days after the date of the direction to proceed, a TIE. The TIE shall include both a written narrative and a schedule diagram. The written narrative shall include a listing of the activities affected by the changed Work and describe how the CONTRACTOR proposes to incorporate the changed Work in the schedule. The narrative shall include an analysis of the change on the critical path of the accepted Current CPM Schedule and the CONTRACT durations and milestones.
The schedule diagram shall depict how the changed Work affects other schedule activities and impacts the critical path of the accepted Current CPM Schedule and the CONTRACT durations and milestones. The diagram must be tied to the main sequence of schedule activities to enable the DEPARTMENT to evaluate the impact of changed Work to the scheduled critical path.

B. The CONTRACTOR is responsible for requesting time extensions based on the TIE's impact on the critical path.

C. The CONTRACTOR shall be required to comply with the requirements of this Article for all types of delays.

D. The CONTRACTOR shall be responsible for all costs associated with the preparation of Time Impact Evaluations, and the process of incorporating them into the current schedule update. The CONTRACTOR shall provide the DEPARTMENT with four (4) copies of each TIE.

E. Once agreement has been reached on a TIE, the Contract Times will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Times may be extended in an amount the DEPARTMENT allows, and the CONTRACTOR may submit a claim for additional time.

1.12 TIME EXTENSIONS

A. The CONTRACTOR is responsible for requesting time extensions for time impacts that, in the opinion of the CONTRACTOR, impact the critical path of the Current CPM Schedule. Notice of time impacts shall be given in writing and in accord with the requirements of Document 00700, General Conditions.

B. Where an event for which the DEPARTMENT is responsible impacts the projected Substantial Completion date, the CONTRACTOR shall, within 14 days from the date of discovery of said impact, submit a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The CONTRACTOR shall also include a detailed cost breakdown of the labor, equipment and material the CONTRACTOR would expend to mitigate the DEPARTMENT caused time impact. The CONTRACTOR shall be responsible for the cost of preparing the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in CONTRACTOR waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under this CONTRACT for cumulative effect of changes.

E. The DEPARTMENT will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of the CONTRACTOR to perform in accordance with the Current CPM Schedule shall not be excused by submittal of time extension requests.

1.13 SCHEDULE REPORTS

A. CONTRACTOR shall submit schedule data reports as requested by the DEPARTMENT and in accordance with format provided by DEPARTMENT. CONTRACTOR shall employ Microsoft Project software as identified in this Section to generate required schedule data reports.

B. Anticipated CPM Schedule

1. CONTRACTOR shall submit one (1) color plot and one (1) 8.5x11 color printout depicting requirements for Anticipated CPM Schedule identified in this Section. Schedule shall be organized by area and sorted by early start. Columns shall include Activity ID, Activity Description, Original Duration, Early Start, Early Finish, Total Float, Late Start, Late Finish, and Budgeted Cost. Bar chart to include Early Bar, Float Bar and Critical Bar. Legend to include schedule basis.

2. CONTRACTOR shall submit one (1) color plot and one (1) 8.5x11 color printout depicting requirements for Anticipated CPM Schedule identified in this Section. Schedule shall be organized by Work categories and sorted by early start. Columns shall include Activity ID, Activity Description, Original Duration, Early Start, Early Finish, Total Float, Late Start, Late Finish, and Budgeted Cost. Bar chart to include Early Bar, Float Bar and Critical Bar. Legend to include schedule basis.

3. CONTRACTOR shall submit one (1) 11 x 17 color printout depicting cost loaded schedule based on Schedule of Values. DEPARTMENT shall provide schedule format.

4. DEPARTMENT may request additional tabular or graphic reports for use in review and acceptance of Anticipated CPM Schedule.

C. Finalized CPM Schedule

1. CONTRACTOR shall submit one (1) color plot and one (1) 11 x 17 color printout depicting requirements for Finalized CPM Schedule identified in this Section. Schedule shall be organized by area and sorted by early start. Columns shall include Activity ID, Activity Description, Original Duration, Early Start, Early Finish, Total Float, Late Start, Late Finish, and Budgeted Cost. Bar chart to include Early Bar, Float Bar and Critical Bar. Legend to include schedule basis.

2. CONTRACTOR shall submit one (1) color plot and one (1) 11 x 17 color printout depicting requirements for Anticipated CPM Schedule identified in this Section. Schedule shall be organized by Work categories and sorted by early start. Columns shall include Activity ID, Activity Description, Original Duration, Early Start, Early Finish, Total Float, Late Start, Late Finish, and Budgeted Cost. Bar chart to include Early Bar, Float Bar and Critical Bar. Legend to include schedule basis.

3. CONTRACTOR shall submit one (1) 11 x 17 color printout depicting cost loaded schedule based on Schedule of Values. DEPARTMENT shall provide schedule format.

4. DEPARTMENT may request additional tabular or graphic reports for use in review and acceptance of Finalized CPM Schedule.

D. Current CPM Schedule Monthly Update

1. CONTRACTOR shall submit one (1) color plot and one (1) 11 x 17 color printout depicting requirements for proposed Current CPM Schedule identified in this Section. Schedule shall be organized by area and sorted by early start. Columns shall include Activity ID, Activity Description, Early Start, Early Finish, Remaining Duration, Original Duration, Percent Complete, and Total Float. Bar chart to include Early Bar, Float Bar, Target Early Bar, Progress Bar, and Critical Bar. Legend to include schedule basis.

2. CONTRACTOR shall submit one (1) color plot and one (1) 11 x 17 color printout depicting requirements for proposed Current CPM Schedule identified in this Section. Schedule shall be organized by Work categories and sorted by early start. Columns shall include Activity ID, Activity Description, Early Start, Early Finish, Remaining Duration, Original Duration, Percent Complete, and Total Float. Bar chart to include Early Bar, Float Bar, Target Early Bar, Progress Bar, and Critical Bar. Legend to include schedule basis.

3. CONTRACTOR shall submit one (1) color plot and one (1) 11x17 (tabloid) color printout depicting a 30-day outlook. The schedule shall look out one month from the data date of the proposed Current CPM Schedule. DEPARTMENT shall provide schedule format for the one month look ahead schedule.

4. CONTRACTOR shall submit one (1) 11 x 17 color printout depicting cost loaded schedule based on Schedule of Values. DEPARTMENT shall provide schedule format.

5. DEPARTMENT may request additional tabular or graphic reports for use in review and acceptance of Proposed Current CPM Schedule.

E. In addition to above reports, the DEPARTMENT may request, from month-to-month, tabular or graphic reports required to monitor and evaluate job progress, payment requests and time extension requests.

F. CONTRACTOR shall furnish the DEPARTMENT with report files on Compact Disk (CD) containing all schedule files for each report generated.

1.14 MONTHLY PROJECT STATUS REPORT

A. In addition to submittal requirements for CPM scheduling identified in this Section, CONTRACTOR shall submit a Project Status Report in written narrative form in conjunction with each Current CPM Schedule update as specified herein.

B. Project Status Report shall include:

1. Status of major Project components, including percent complete, amount of time ahead or behind schedule and explanation of how Project will be brought back on schedule if delays have occurred. Percent complete shall include percentage and definition of how such was calculated.

2. Progress made on critical and near critical activities indicated on Current CPM Schedule. Explanations for any lack of Work on critical path activities planned to be performed during last month. Identify CONTRACT milestones completed. General discussion of Work completed during the period, problems or constraints encountered or resolved, and other elements significant to progress during the period.

3. Explanations for any schedule changes, including changes to logic or to activity durations. Minor changes to durations and logic are allowed, if reasonable, but shall not impact the critical and near-critical path, total float, major milestones, or impact other projects or operations. Calculated and proposed revisions to start and finish dates, durations and relationships shall not be incorporated into the schedule update until accepted by the DEPARTMENT as identified in this Section.

4. Any delays encountered during reporting period. Detail as to location, cause, corrective action, schedule adjustment to correct delay, impact to other activities and milestones, and impact to other projects or operations.

5. Status of major material and equipment procurement or fabrication.

6. List of critical and near critical activities scheduled to be performed next month. General discussion of Work to be completed, anticipated problems or constraints, special requirements and other elements significant to the period.

7. CONTRACTOR may include any other information pertinent to status of Project and shall include additional status information requested by the DEPARTMENT at no additional cost.

C. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.15 TWO WEEK LOOK AHEAD SCHEDULE

A. At the Weekly Progress Meeting, the CONTRACTOR shall provide and present a time scaled two week look ahead schedule that is based and correlated by activity number to the Current CPM Schedule. The schedule shall look out two weeks from the day of the Weekly Progress Meeting.

B. This schedule shall be in a bar chart format acceptable to the DEPARTMENT. It will be reviewed during the Weekly Progress Meeting and used for short term planning and coordination by the DEPARTMENT, along with other Contractors and entities. As such, it may need to show a greater level of detail than the Current CPM Schedule.

1.16 DAILY CONSTRUCTION REPORTS

A. CONTRACTOR shall, on a daily basis, submit a daily activity report to the DEPARTMENT for each working day, including weekends and holidays, when worked. CONTRACTOR shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower and labor hours by CONTRACTOR, subcontractor, area, and change order. Upon request of DEPARTMENT, CONTRACTOR shall furnish computer disk of this database. CONTRACTOR shall obtain DEPARTMENT's written approval of database format for daily construction reports prior to implementation. The following shall be included in report:

1. Project name and Project number.

2. CONTRACTOR's name and address.

3. Weather, temperature and any unusual site conditions.

4. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work implemented by subcontractors. Descriptions shall be referenced to CPM scheduled activities.

5. Worker quantities for its own work force and for subcontractors of any tier. Worker quantities are to be appropriately and accurately assigned to the related Work contained in the daily report.

6. Equipment, other than hand tools, utilized by CONTRACTOR and subcontractors.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Document 00700 – General Requirements.

B. Section 00800 – Supplementary Conditions

C. Section 01 11 13 - Summary of Work: Work sequence.

D. Section 01 29 76 - Applications for Payment: Submittal of Applications.

E. Section 01 32 00 – Work Schedules and Reports

F. Section 01 33 23 – Shop Drawings Product Data and Samples.

G Section 01 29 73 - Schedule of Values: Submittal of Schedule of Values.

H. Section 01 45 00 - Quality Control: Manufacturers' field service reports, Testing laboratory reports.

I. Section 01 60 00 - Material and Equipment: Substitutions.

J. Section 01 73 00 – Execution Requirements: Project Record Documents, Warranties and Bonds: Closeout submittals.

K. Section 01 77 00 - Contract Closeout Procedures: Closeout submittals.

L. Technical Product Specifications

M. Commissioning Specifications

N. Operations and Maintenance Manuals

O. Equipment Installation Data

1.02 SCHEDULE OF SUBMITTALS

A. Submit preliminary Schedule of Submittals as required by Document 00700: General Conditions. In addition to shop drawing submissions, include all submittals required by Contract Documents in Schedule of Submittals.

B. Schedule of Submittals will be used by DEPARTMENT to schedule time in their activities relating to review of submittals. Schedule of Submittals shall indicate an orderly flow of submittals and early submittals of long lead-time items, and of items which require extensive review.

C. Schedule of Submittals shall be reviewed by DEPARTMENT and shall be revised and resubmitted until accepted by the DEPARTMENT.

1.03 CONTRACTOR REVIEW

A. CONTRACTOR shall prepare and review submittals as required by the provisions of Document 00700 – General Conditions and Section 00800 – Supplementary Conditions.

1.04 SUBMITTAL REQUIREMENTS

A. Submit items required by individual Contract Sections. Time the transmittal of submittals to correspond with the approved Schedule of Submittals.

B. CONTRACTOR shall certify review for Contract compliance in writing for each sheet of Shop Drawings and product data, and each sample. Certify verification of products, field dimensions and field construction criteria, and coordination with requirements of Work and Contract Documents. Failure to review and certify submittal shall be cause for the DEPARTMENT to return submittal without review,

C. Notify DEPARTMENT in writing at time of submittal, of any deviations from requirements of Contract Documents.

D. Coordinate submittals into logical groupings to facilitate interrelation of adjacent items:

1. Finishes which involve DEPARTMENT selection of colors, textures, or patterns.
2. Items required by the individual Technical Product Specification Sections.
3. Associated items, which require correlation for efficient function or for installation.

E. Submit all required color and finish samples in order to receive approval for any color and finish.

F. Submit 1 hard copy plus digital copy in .pdf format of shop drawings, product data, and other submittals. Provide additional hard copies as identified in individual Specifications sections.
1. The Department will review the hard copy to ensure the submittal is complete and clearly marked. This initial review by Department will be performed within 7 days. Within this 7 day period, the Department will request revise and resubmit or will concur the submittal is ready for electronic distribution to the Department Consultants.
2. The Department Consultants shall review the submittal and provide recommendations to the Department.
3. After Consultant review, the Department will forward recommendation to Contractor in accordance with 1.06 of this section. If review indicates "No Exceptions Taken" or "Make Corrections Noted", the Contractor shall submit 1 hard copy, including all comments to Department for our record. If review indicates "revise and resubmit" or "reject" the contractor shall follow 1 through 3 of this section and 1.05 accordingly.

H. When samples are specified in individual Specifications, Contractor shall submit a minimum of 2 samples which will be retained by the DEPARTMENT.

I. Submit under DEPARTMENT accepted transmittal form letter and numbering system. Identify Project by title and DEPARTMENT Project number; identify Contract by DEPARTMENT contract number. Identify Work and product by Specification section and Article number.

J. Each submittal shall have as its face document a Submittal Summary form in a format approved by the DEPARTMENT.

1.05 RESUBMITTALS

A. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal.

B. If drawings, product submittals, samples, mockups, or other required submittals are incomplete or not properly submitted, the DEPARTMENT will not review the submittal and will return submittal to CONTRACTOR. DEPARTMENT will review a submittal no more than 2 times (incomplete or improper submittals count as one). CONTRACTOR shall pay all review costs associated with more than 2 reviews.

1.06 DEPARTMENT REVIEW

A. DEPARTMENT or authorized agent will review submittals and resubmittals and return submittal comments within 30 calendar days. Refer to 00700 – General Conditions, 6.21 Shop Drawing and Sample Review.

B. DEPARTMENT or authorized agent will receive, review and return submittals to the CONTRACTOR with one of the following dispositions noted:

"No Exceptions Taken" – denotes that the submittal is generally consistent with the requirements of the Contract Documents. A resubmittal is not required.

"Make Corrections Noted" – denotes that the submittal is generally consistent with the requirements of the Contract Documents but only as conditioned by notes and corrections made on the submittal. A resubmittal is not required provided the CONTRACTOR understands the review comments and desires no further clarification.

"Revise and Resubmit" – denotes that revisions are required in the submittal in order for the submittal to be generally consistent with the requirements of the Contract Documents. The DEPARTMENT will indicate on the returned submittal what revisions are necessary. A resubmittal is required.

"Rejected" – denotes that the submittal does not meet the requirements of the Contract Documents and shall not be used in the Work. The DEPARTMENT will indicate on the returned submittal the reasons for its rejection. A resubmittal is required

C. Review by the DEPARTMENT of submittals shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is consistent with the requirements of the Contract Documents. Review of submittals shall not relieve the CONTRACTOR of the responsibility for compliance with the requirements of the Contract Documents or for errors, dimensions, and quantities unless specific exception is requested and approved on the submittal.

D. DEPARTMENT's review shall not extend to the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

1.07 DISTRIBUTION

A. Duplicate and distribute reproductions of approved Shop Drawings, product data, and samples, to job site file, record documents file, Subcontractors, Suppliers, and other entities requiring information.

B. CONTRACTOR shall perform work in accord with approved submittals. Instruct users of submittals data to promptly report any inability to comply with requirements of submittal.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 33 23 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Document 00700 - General Conditions

B. Section 01 11 13 - Summary of Work

C. Section 01 33 00 - Submittals: Schedules for submittals and submittal requirements.

D. Section 01 45 00 - Quality Control: Mockups and samples for testing.

E. Section 01 60 00 – Material and Equipment

F. Section 01 73 00 – Execution Requirements

G. Technical Specifications: Identification of submittal requirements.

1.02 SHOP DRAWINGS

A. Present in a clear and thorough manner. Label each Shop Drawing with DEPARTMENT's Project name, Project number and date of submittal; identify each element of the Shop Drawings by reference to specification section, sheet number and detail, schedule, or room number of Contract Documents.

B. The data shown on the Shop Drawings shall be complete with respect to specified performance and design criteria, materials and similar data to show the DEPARTMENT materials and equipment CONTRACTOR proposes to provide.

C. Identify dimensions; show relation to adjacent or critical features or Work or products.

D. Designation of work “by others,” if shown in submittals, shall mean that work will be responsibility of CONTRACTOR rather than subcontractor or supplier who has prepared submittals.

E. Minimum Sheet Size: 8-1/2"x11".

1.03 PRODUCT DATA

A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification section and Article number. Show reference standards, performance characteristics and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.

C. Manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, balancing, and finishing.

1.04 SAMPLES

A. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures and patterns, for DEPARTMENT selection as specified in technical product sections.

B. Submit samples to illustrate functional characteristics of products, including parts and attachments.

C. Approved samples, which may be used in the Work, are indicated in the Specification section.

D. Samples shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it intended and otherwise as DEPARTMENT may require to enable DEPARTMENT to review the submittal.

E. Label each sample with identification required for transmittal letter.

F. Provide field sample mockup of finishes at Project, at location acceptable to DEPARTMENT, as required by individual Specification section. Install each sample complete and finished. Acceptable finishes in place may be retained in completed Work.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 41 00 – SPECIAL REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. Compliance with Governmental Regulatory Permit requirements and conditions.

1.02 SPECIAL REGULATORY REQUIREMENTS

A. CONTRACTOR shall comply with all the requirements enumerated in the attached documents and as listed below.

1. The City and Borough of Juneau amendments to some or all of the following codes.
2. 2009 Edition of the International Building Code.
3. 2009 Edition of the International Fire Code.
4. NFPA 101 – LifeSafetry Code.
5. 2010 Edition of American with Disability Act Guidelines.
6. Current edition of Occupational safety and Health Administration standards.
7. ASCE 7-05.
8. Current edition of Uniform Plumbing Code.
9. Current edition of International Mechanical Code.
10. Current edition of NFPA 70 National Electric Code.
11. The City and Borough of Juneau Land Use Code, Title 49.
12. The City and Borough of Juneau Administrative Code of Regulations, Title 04 (Community Development Density Bonus Standard Criteria).
13. The City and Borough of Juneau, Required Permits.
14. Environmental Protection Agency (EPA), Section 402/40 CFR 125, National Pollutant Discharge Elimination System (NPDES) Nationwide Permit Compliance, with compliance with all permit requirements; Storm Water Pollution Prevention (SWPP) Plan, Notice of Intent (NOI), and Notice of Termination (NOT).
15. State of Alaska, Department of Transportation & Public Facilities (DOT/PF), Right of Way (ROW) Permit.
16. State of Alaska, Department of Transportation & Public Facilities (DOT/PF), Utility Permit.

PART 2 - PRODUCTS NOT USED

END OF SECTION 01 41 00

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SECTION 01 42 19 - REFERENCE STANDARDS

PART 1 - GENERAL

1.01 RELATED SECTIONS

A. Document 00700 - General Conditions

1.02 QUALITY ASSURANCE

A. For Products or workmanship specified by association, trade, or other technical standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of bid advertisement, unless otherwise stated in the Contract Documents.

C. Provide copies of standards through the submittal process when required by the Contract Documents. Maintain a copy of each reference standard on site during construction.

D. Not Used

E. Should specified reference standards conflict with Contract Documents, request clarification from the DEPARTMENT before proceeding. Local code requirements, where more stringent than referenced standards, shall govern.

F. Neither the contractual relationship, duties, and responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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SECTIONS 01 45 00 - QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED SECTIONS

A. Document 00700 - General Conditions

B. Section 01 29 76 – Application for Payment

C. Section 01 42 19 – Reference Standards

D. Section 01 33 00 – Submittal Schedule, Submittal Procedures

E. Section 01 33 23 – Shop Drawings, Product Data, and Samples

F. Section 01 45 29 – Testing Laboratory Services

G. Section 01 45 23 – Departmental Inspection Service

H. Individual Specification Sections: Quality Control

1.02 REFERENCES

A. Comply with Section 01 42 19 – Reference Standards and the individual technical product specification sections.

1.03 DESCRIPTION

A. CONTRACTOR shall provide and maintain an effective Quality Control Program related to testing and inspection. CONTRACTOR shall perform Quality Control Testing as specified and shall provide copies of all results to the DEPARTMENT for use in observing contract compliance.

B. The CONTRACTOR's Quality Control Program shall include, but is not limited to: administration, management, supervision, reports, record-keeping, submittals, and services of independent testing agencies and labs or other services.

C. Quality Control is the sole responsibility of the CONTRACTOR.

D. The CONTRACTORs Quality Control program does not include I.B.C. required special inspection performed by the DEPARTMENT as described in Section 01 45 23 – Departmental Inspection Service.

E. Quality Control services are required to verify compliance with requirements specified or indicated and do not relieve the CONTRACTOR of responsibility for compliance with the Contract Documents.

F. Specific Quality Control requirements for individual construction fabrication, and procurement activities are included in the Technical Product Specifications. General Quality Control requirements entail ensuring that all aspects of the Work conform to the technical requirements of the Contract Documents.

G. The CONTRACTOR's Quality Control Program described herein is not intended to limit the CONTRACTOR's Quality Control activities, which may be necessary to achieve compliance with the Contract Documents.

H. The CONTRACTOR shall have a full-time Quality Control Manager whose sole responsibility is to ensure compliance with Contract Documents and manage the CONTRACTOR Quality Control Program, except that the Quality Control Manager may also serve as the site safety officer.

1.04 JOB CONDITIONS

A. Where Specifications require work to be field-tested or approved, it shall be tested in the presence of the DEPARTMENT after timely notice of its readiness for inspection and testing, and the work after testing shall be concealed only upon approval of DEPARTMENT.

B. DEPARTMENT shall have the right to witness all off site tests and CONTRACTOR shall furnish seven (7) days notice of when such tests will occur.

C. Results of test made are for use by the DEPARTMENT to evaluate the acceptability of materials with respect to specified testing requirements. Regardless of test results, CONTRACTOR is solely responsible for quality of workmanship and materials and for compliance with requirements of Contract Documents.

D. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality. Verify applicability and follow all manufacturers' recommendations and instructions for assembly, installation and testing of materials and equipment. In any case where CONTRACTOR believes that such recommendations or instructions are not applicable, CONTRACTOR shall give written notice of same to DEPARTMENT and state the reasons for CONTRACTOR's determination. CONTRACTOR shall then follow DEPARTMENT's written direction on whether to follow manufacturer's recommendations and instructions.

E. Upon failure of materials and equipment, which have been tested or inspected, previous acceptance may be withdrawn and material may be subject to removal and replacement with material meeting Specification requirements, at no cost to DEPARTMENT.

1.05 MANUFACTURER'S FIELD SERVICES

A. When specified in technical product specification require manufacturer or supplier to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, and to start, test, and adjust equipment as applicable.

B. Manufacturer's representatives shall submit written reports in triplicate and in digital format through CONTRACTOR to DEPARTMENT listing observations and recommendations.

1.06 TESTING LABORATORY DUTIES

A. Testing laboratories employed by the CONTRACTOR shall comply with the requirements of Section 01 45 29 – Testing Laboratory Services.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 GENERAL

A. CONTRACTOR shall provide full and complete documentation of Quality Control activities including a CONTRACTOR Quality Control Program and Plan, detailing quality control procedures and related documentation.

3.02 QUALITY CONTROL

A. CONTRACTOR shall establish a Quality Control Program (Program) which shall establish an independent organization and a methodology to perform the CONTRACTOR's inspection and tests of all items including that of its subcontractors. The Program shall insure conformance to applicable technical specifications and drawings with respect to the materials, codes, workmanship, storage, installation, construction, finishes, functional performance, and identification. The Program shall be established for all construction work performed under this Contract, including assigned subcontract work. The Program shall specifically include surveillance and tests required in the technical specifications.

B. The CONTRACTOR shall coordinate all work requiring special inspection with the DEPARTMENT to ensure full access by the DEPARTMENT's Special Inspectors and Quality Assurance testing personnel to work, work performance, and testing preparation, operations and results.

B. CONTRACTOR shall describe the Program in a detailed Quality Control Plan that must be approved by the DEPARTMENT prior to the start of any construction or offsite fabrication.

C. The Program shall include, as a minimum, the following components for all definable features of work:

1. Preparatory Inspection Meeting: CONTRACTOR shall schedule and attend a preparatory meeting to review testing procedures a minimum of a week prior to beginning work on any element of Work which has been identified in the Contract Documents to require testing and inspection by the CONTRACTOR testing and inspection by the DEPARTMENT, or code-required inspections. Subsequent meetings shall be conducted as necessary to ensure continued accuracy of testing procedures.

2. Document Control: CONTRACTOR's Program to include procedure for ensuring that all Work is performed in accordance with the following:

   a. Conformed sets of Contract Drawings and Specifications.

   b. Contract Change Order documents.

   c. Approved Submittals, most current revision.

   d. Applicable Requests for Information (RFI's)

   e. Manufacturer's Instruction.

3. In Progress Inspection: CONTRACTOR shall perform in-progress inspections as work progresses on the Work which shall include, but not be limited to:

   a. Examination of the quality of workmanship with respect to Contract Drawings, Technical Specifications and Approved Submittals.

   b. Review of control testing for compliance with Contract requirements.

c. Inspection for use of defective or damaged materials, omissions and dimensional requirements.

d. Review of timeliness and scheduling requirements for all tests, retests and eventual approvals.

e. CONTRACTOR Deficiency Reports and punch lists as appropriate to the level of completion of the work.

4. Non-Conformance Procedure: CONTRACTOR's program shall include procedure for identifying, documenting, tracking, and resolving items in the Work which do not comply with Contract Documents, Specifications, Approved Submittals, or Manufacturer's Instructions. If a quality control test indicates that the tested material does not conform to the requirements of the contract documents, the CONTRACTOR shall eventually take supplemental tests at the same location from which the non-conforming result was obtained, to document conformance and acceptability for payment. Otherwise, the DEPARTMENT reserves the right to reject materials for which final Quality Control tests indicate non-conformance with the contract documents.

5. Code Required Inspection: CONTRACTOR shall coordinate and make timely requests for inspections, tests and other activities required by codes and regulations as specified, which are to be provided by others. This requirement includes coordinating with and providing access to the Authority Having Jurisdiction. (AHJ)

3.03 RECORD KEEPING

A. The CONTRACTOR shall maintain current Quality Control records, on forms acceptable to the DEPARTMENT, of all inspections and tests performed. The records shall include factual evidence that the required inspections or tests have been performed, including, but not limited to, the following information for each such test and inspection: specification reference, date, type and number of inspections or test involved; results of the inspections, tests or retests; the nature of defect, causes for rejection, proposed remedial action, corrective action(s) taken, and similar information related to any reinspection.

B. The CONTRACTOR shall maintain and submit to the DEPARTMENT the following Quality Control records and reports:

1. Daily Reports: The CONTRACTOR shall maintain a daily log of all inspections performed for both CONTRACTOR and subcontractor operations. The Daily Log shall include compliance with shop submittals, identification by specification section and schedule activity of inspections, tests, and retests conducted, results of inspections and tests, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed. One copy of Daily Reports shall be submitted to the DEPARTMENT by 12:00 noon of the next business day.

2. Immediate Notification of Deficiencies: CONTRACTOR shall provide immediate notification to the DEPARTMENT whenever a failed nonconforming test or inspection occurs. This immediate notification shall be followed up with the required written reports.

3. Nonconformance Report: CONTRACTOR shall submit three copies of a weekly Nonconformance Report to the DEPARTMENT identifying all substandard inspections and tests taken during the week including identification by specification section and schedule activity of the inspection or test, location and nature of defects, causes for rejection and remedial actions taken or proposed. The Nonconformance Report shall also identify corrective actions taken or proposed for any open items on prior Nonconformance Reports including a scheduled date for resolution of each item. The Nonconformance Report shall be submitted and discussed in each Weekly Progress Meeting.

4. Inspection Control Log: CONTRACTOR shall maintain an inspection control log chronologically recording each inspection and test performed by the CONTRACTOR, including the nature of the inspection, test or retest, the date performed, the results, causes for rejection, remedial action or corrective action taken and dates of subsequent inspections and retests, and final acceptance. The CONTRACTOR shall submit three (3) copies plus an electronic copy of the updated Inspection Control Log weekly to the DEPARTMENT; the Log will be discussed in each Weekly Progress Meeting.

5. Testing Laboratory Data: Maintain and submit to DEPARTMENT in accordance with Section 01 45 29.

3.04 ORGANIZATION

A. The Program shall be implemented by the establishment of a Quality Control Organization which shall as a minimum, consist of the following: Quality Control personnel shall be dedicated to Quality Control duties only, and independent of the production and commercial aspects of the CONTRACTOR's full organization.

1. Quality Control Manager: The Quality Control Manager shall have the following qualifications: Minimum of 5 years experience in a supervisory Quality Control position whose sole responsibility is to ensure compliance with the Contract Documents. This person shall be employed on this Project only, shall be physically on the Project site during performance of all Contract Work, and shall be in charge of the CONTRACTOR's Quality Control Organization. The Quality Control Manager shall report directly to the responsible corporate officer of the firm.

2. Quality Control Inspectors: The Quality Control Inspectors shall report directly to the Quality Control Manager. Quality Control Inspectors shall be provided as required to meet requirements of the Contract Documents for CONTRACTOR testing and inspection and as needed to verify that all aspects of the Work comply with the technical requirements of the Contract. Inspector's shall have minimum 5 years experience inspecting the type of work being inspected. Submit qualifications as part of the Quality Control Plan.

3. Independent Testing and Inspection Laboratories: Provide and pay for an industry-recognized, independent laboratory or laboratories to perform all Quality Control tests and/or inspections as may be indicated by the nature of the construction or as specifically required under the terms of the Contract.

4. Electrical and Mechanical Testing: If specified elsewhere, provide and pay for an independent testing firm (or firms) performing electrical and mechanical testing. The testing firm shall be a corporately and financially independent testing organization that can function as an unbiased testing authority, professionally independent of the manufacturers, suppliers, and installers of equipment or systems evaluated by the testing firm. Follow Technical Product Specifications Quality Control requirements and testing responsibilities.

5. Manufacturers' Representative: Provide review and inspection by qualified technical non-sales manufacturers' representatives for specific work as appropriate, or as directed by the DEPARTMENT including but not limited to, roofing, waterproofing, skylights, window wall and building system, and fireproofing.

B. Staffing Levels: Provide sufficient qualified personnel to monitor the work quality at all times. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity.

1. In cases where multiple trades, disciplines or subcontractors are on site at the same time, each activity shall be inspected and tested by personnel skilled in that portion of the work.

2. In cases where multiple shifts are employed, the Quality Control staff shall be increased as required to monitor the work on each shift.

3.05 QUALITY CONTROL PLAN

A. Provide a Quality Control Plan to the DEPARTMENT as soon as practicable, and in no event later than 15 days after Notice to Proceed. Plan shall be updated as required by "Detailed Quality Control Procedures" below, and approved by the DEPARTMENT prior to construction.

B. Quality Control Plan Contents: Include the personnel, procedures, instructions and documents to be used.

1. Organization: A description of the CONTRACTOR's Quality Control Organization, including:

a. An organization chart showing lines of authority and relationship of the quality control organization to other CONTRACTOR management and project personnel.

b. Names and resumes of work experience and qualifications of personnel in the quality control organization.

c. Area of responsibility and authority of each individual in the quality control organization.

2. Inspection:

a. Methods of performing quality control inspections including those for each subcontractor's work.

b. Detailed lists of inspection activities for each specification section. See "Detailed Quality Control Procedures" below.

3. Testing:

a. Description of how testing will be performed including identification and qualifications of the industry recognized testing laboratory or laboratories proposed for the work.

b. Identify the testing methods, frequency, and number to be taken of each type of material requiring Quality Control testing. To facilitate the development of a testing plan, the DEPARTMENT will provide a tabular schedule of minimum testing requirements, to be derived from the requirements contained in the contract documents. The CONTRACTOR shall be responsible for taking the tests summarized

in the schedule, in conjunction with any other tests that may be required in the contract documents.

4. Documentation: Method of documenting Quality Control operation, inspection and testing.

5. Administration: Methods of administering Quality Control operations document control, non-conformance procedure, inspection and testing.

6. Letter of Authority: A copy of a letter of direction to the CONTRACTOR's Quality Control Manager responsible for quality control outlining that person's duties and responsibilities and signed by responsible officer of the firm. This letter shall include the authority to halt construction and direct removal and replacement of work not in compliance with the Contract.

7. Forms: Sample copies of all forms and reports to be used, a flow chart describing their distribution, and identification of those documents to be retained by the CONTRACTOR.

8. Schedule: Not Used

9. Subcontractor's Quality Control: The CONTRACTOR shall include, as part of its Quality Control Plan, specific methods of performing quality control inspections of onsite and offsite subcontractors.

10. Detailed Quality Control Procedures: Detailed descriptions of quality control activities for work under each section of the specifications. Include list of all tests, inspection and frequencies, personnel, and instruction prior to starting such work. The procedures shall be updated each month incorporating any changes. Changes shall be submitted at least one month prior to Work effected by any change.

C. Quality Control Plan Approval

1. Before the CONTRACTOR's Quality Control Plan is officially submitted, the CONTRACTOR shall meet with the DEPARTMENT and discuss the CONTRACTOR's Quality Control Plan. The CONTRACTOR and the DEPARTMENT shall jointly develop a mutual understanding of the details of the plan, including the forms to be used for recording the quality control operations, inspections, administration of the plan for both onsite and offsite work, and the interrelationship of CONTRACTOR and DEPARTMENT inspection. The CONTRACTOR shall prepare minutes of the meeting, which shall be incorporated in the CONTRACTOR's Quality Control Plan, which shall then be officially submitted for approval.

2. If the DEPARTMENT determines that the Quality Control Plan, personnel, inspections, tests, or records are not adequate, corrective actions shall be taken as directed prior to payment of the next monthly CONTRACTOR's Progress Report.

3. Notify the DEPARTMENT in writing of any proposed change to the CONTRACTOR's Quality Control Plan; no such change shall be implemented prior to approval in writing by the DEPARTMENT.

D. Quality Control Plan Implementation: Implementation of the Quality Control Plan is the responsibility of the CONTRACTOR. This implementation will be monitored by the DEPARTMENT and deficiencies therein will be corrected at the sole expense of the CONTRACTOR.

3.06 QUALITY SURVEILLANCE BY THE DEPARTMENT

A. All items of materials and equipment shall be subject to surveillance testing and inspection by the DEPARTMENT at the point of production, manufacture or shipment to determine if the producer, manufacturer or shipper maintains an adequate inspection system which insures conformance to the applicable specifications and drawings with respect to materials, workmanship, construction, finish, functional performance and identification. In addition, all items or materials, equipment and work in place shall be subject to surveillance testing and inspection by the DEPARTMENT at the site for the same purposes. Surveillance by the DEPARTMENT does not relieve the CONTRACTOR of performing Quality Control inspections and testing of either onsite or offsite CONTRACTOR's or subcontractor's workplace or manufacturing assembly plant.

END OF SECTION

SECTION 01 45 23 - DEPARTMENTAL INSPECTION SERVICE

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Document 00700 - General Conditions

B. Document 00700 - General Conditions: Article 13, Substantial Completion, Final Inspection.

C. Section 01 45 00- Quality Control

D. Section 01 45 29 - Testing Laboratory Services

E. Section 01 73 00 – Execution Requirements

F. Individual Specifications Sections: Inspections and tests required, and standards for testing.

1.02 REFERENCES

A. Uniform Building Code, as superceded by International Building Code

B. Special Inspection Program as approved by Authority Having Jurisdiction (AHJ)

1.03 DESCRIPTION

A. In accordance with the International Building Code, DEPARTMENT will provide Special Inspection Service. These services are in addition to those inspection and testing services provided by the CONTRACTOR under Section 01 45 00 – Quality Control and Section 01 45 29 – Testing Laboratory Services and AHJ permit inspections.

B. The CONTRACTOR is responsible for requesting Special Inspection Services from the DEPARTMENT for the following work activities:

1. Soil compaction: Special Inspector to monitor the soils compaction process and review soils compaction testing data provided by CONTRACTOR.
2. Asphalt: Special Inspector to monitor placement of asphalt and review asphalt testing data provided by CONTRACTOR.
3. Concrete and concrete reinforcement: Special Inspector to monitor placement of concrete reinforcing steel, review concrete sampling and testing data provided by CONTRACTOR.
4. Concrete post-tensioned assemblies: Special Inspector to monitor placement of post tension assemblies and review post tensioning test data as provided by CONTRACTOR (strand sampling, jacking and elongation records).
5. Structural steel field bolting and welding: Special Inspector to monitor placement of post installed anchors and bolts and provide high strength bolt tension testing. Special Inspector to monitor erection of structural assemblies and provide wild testing.
6. Masonry and masonry reinforcement: not used
7. Other activities required by Authority Having Jurisdiction (AHJ)

1.04 REQUEST AND PAYMENT

A. CONTRACTOR shall request services provided by the DEPARTMENT to perform specified inspection and testing.

B. Inspection by the DEPARTMENT or its agents shall in no way relieve CONTRACTOR of obligation to perform Work in accordance with requirements of Contract Documents

1.05 CONTRACTOR SUBMITTALS

A. CONTRACTOR shall coordinate with the DEPARTMENT to provide adequate advance notice to enable the DEPARTMENT'S special inspector(s) to be present when necessary.

B. A Materials Placement Schedule shall also be submitted each Thursday for the work scheduled for the following week, if requested by the DEPARTMENT. This schedule shall include the date and time each material, required to have materials testing, is scheduled for placement. A schedule of material deliveries to the site of materials stored for incorporation into work items, which require Special Inspection, may also be required upon notification from the Department.

C. The CONTRACTOR shall provide a minimum of 8 hours written notification counting only working hours and working days of a change in the Special Inspection schedule of time and/or date. Submit written notification, which provides the Project name and location, CONTRACTOR's name, and phone number, inspection cancelled, time changed or added, and reason for the change. Failure to provide this notification will result in a reduction of the Contract value for extra costs incurred by the DEPARTMENT.

D. A CONTRACTOR request for re-inspection of previous Work shall include DEPARTMENT's prior report, listing of deficiencies, and remedies provided since prior inspection.

1.06 DEPARTMENT RESPONSIBILITIES

A. Review schedules and request for inspections as submitted by CONTRACTOR for timeliness and conformance.

B. Provide qualified personnel at site after due notice; cooperate with CONTRACTOR in performance of services.

C. Perform specified inspection, inventorying, and testing of products in accordance with specified standards.

D. Promptly notify CONTRACTOR of observed irregularities or non-conformance of Work or products.

E. Perform additional inspections and re-tests required by the Contract Documents.

F. When applicable provide to the CONTRACTOR a written description of DEPARTMENT's costs attributed to the inspection.

1.07 DEPARTMENT REPORTS

A. After each inspection or test, DEPARTMENT will promptly submit one copy of inspection report to CONTRACTOR. Include: Date issued, Project title and DEPARTMENT Project number, name of inspector(s), date and time of inspection, identification of product and Specifications section, location in the Project, type of inspection or test, results of inspection or tests, and conformance with Contract Documents. When requested in writing by CONTRACTOR, provide interpretation of results.

1.08 LIMITS ON AUTHORITY RESULTING FROM INSPECTIONS

A. DEPARTMENT may not release, revoke, alter, or enlarge on requirements of Contract Documents through the issuance of an inspection report.

B. DEPARTMENT may not approve or accept any portion of the Work through the issuance of an inspection report.

C. DEPARTMENT may not assume any duties of CONTRACTOR through the issuance of an inspection report.

D. DEPARTMENT inspection report shall not constitute a stop work order.

1.09 CONTRACTOR RESPONSIBILITIES

A. Pre-construction Inspection Meeting. The CONTRACTOR shall arrange a meeting of all parties involved with Special Inspection, Inspection, and testing to be conducted by the Authority Having Jurisdiction (AHJ), to review all inspection requirements, particularly those involving Special Inspection.

B. Notify the Special Inspector. The CONTRACTOR shall notify the Department 72 hours in advance of the required special inspection. The CONTRACTOR is responsible for notifying the DEPARTMENT in a timely manner regarding individual inspections for items listed in the Specifications and as noted in the Special Inspection Program approved by the AHJ. Adequate notice shall also be provided so that the Special Inspector has time to become familiar with the project.

C. Provide access to approved plans. The CONTRACTOR shall be responsible for providing the Special Inspector access to or copies of approved plans at the job site.

D. Make copies of Test Reports available. CONTRACTOR shall make copies of all test reports that are pertinent to the responsibilities of the Special Inspector available to that individual.

E. Provide access to Areas of Work. The CONTRACTOR shall provide adequate, safe means for the Special Inspector to access the areas to be inspected.

F. Retention of Special Inspection Records. The CONTRACTOR shall be responsible for retaining at the job site copies of all special Inspection records submitted by the Special Inspector and copies of test reports, material ticket, etc. These records shall be available for review by AHJ upon request.

G. Cooperate with DEPARTMENT personnel, and provide access to work and when appropriate to manufacturer's facilities.

H. Provide incidental labor and facilities to provide safe access to work to be inspected, to obtain and furnish incidental supplies at the site or at source of products to be inspected, to facilitate tests and inspections, and for storage and curing of test samples when appropriate.

I. Notify DEPARTMENT as stated above in CONTRACTOR Submittals for operations requiring inspection, special inspection and testing services.

J. Pay costs of DEPARTMENT furnished services for all re-inspections as required by Contract Documents.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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SECTION 01 45 29 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Document 00700 - General Conditions: Inspections, testing, and approvals required by public authorities.

B. Section 01 32 19– Submittals Schedule.

C. Section 01 33 00- Submittal Procedure.

D. Section 01 45 00 - Quality Control.

E. Section 01 45 23 – Departmental Inspection Service.

F. Section 01 73 00 – Execution Requirements

G. Individual Specification Sections: Inspections and tests required, and standards for testing.

1.02 REFERENCES

A. ANSI/ASTM E329 – Specification for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction.

1.03 SELECTION AND PAYMENT

A. CONTRACTOR shall employ and pay for the services of an independent, industry-recognized testing laboratory or laboratories to perform specified inspection and testing. The laboratory shall be corporately and financially independent of the CONTRACTOR's organization, as well as of any organization which is associated with performing the Work, such that it can offer an unbiased professional appraisal of compliance with the technical requirements of the Contract. The qualifications of the proposed testing laboratory and personnel shall be submitted to the DEPARTMENT for review and approval, 30 days prior to any inspection or testing by the laboratory.

B. Employment of testing laboratory shall in no way relieve CONTRACTOR of obligation to perform Work in accordance with requirements of Contract Documents.

1.04 QUALITY ASSURANCE

A. Comply with requirements of ANSI/ASTM E329.

B. Laboratory shall maintain an Alaska registered Engineer on staff to review services.

C. Laboratory authorized to operate in State in which testing is performed.

D. Testing equipment shall be calibrated at reasonable intervals with devices of an accuracy traceable to either NBS Standards or accepted values of natural physical constants.

1.05 CONTRACTOR SUBMITTALS

A. Prior to start of Work, submit testing laboratory name, address, and telephone number, and names of registered Engineer and responsible officer.

B. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.06 LABORATORY RESPONSIBILITIES

A. Test samples of materials and mixes submitted by CONTRACTOR.

B. Provide qualified personnel at site after due notice; cooperate with DEPARTMENT and CONTRACTOR in performance of services.

C. Perform specified inspection, sampling, and testing of products and installations in accordance with specified standards. When requested, perform these services at locations designated by the DEPARTMENT.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify DEPARTMENT and CONTRACTOR of observed irregularities or non-conformance of Work or products.

F. Perform additional inspections and tests required by DEPARTMENT.

G. Attend pre-construction conferences and progress meetings.

1.07 LABORATORY REPORTS

A. Inspection reports shall be transmitted in duplicate each day to DEPARTMENT and Engineer of Record.

B. Reports for tests conducted shall be submitted to the Department immediately after the results are determined – before the testing agency leaves the site for the day.

B. Within 24 hours of the completion of each inspection and test, submit ONE copy of laboratory report directly to DEPARTMENT in addition to copies required by CONTRACTOR. Include: Date issued, Project title and DEPARTMENT Project number, name of inspector, date and time of sampling or inspection, identification of product and Specifications section, location in the Project, type of inspection or test, date of test, results of tests, and conformance with Contract Documents. When requested by DEPARTMENT, provide interpretation of test results.

1.08 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of CONTRACTOR.

D. Laboratory has no authority to stop Work.

1.09 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location adequate samples of materials proposed to be used which require testing, together with proposed mix designs.

B. Cooperate with laboratory personnel, and provide safe access to Work.

C. Provide incidental labor and facilities to provide safe access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.

D. Notify DEPARTMENT and CONTRACTOR's laboratory 48 hours prior to expected time for operations requiring inspection and testing services. Provide DEPARTMENT 4 hour written notification of change in date and/or time of inspection and/or testing services.

E. Pay costs of testing laboratory services for all tests.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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Construction Document

SECTION 01 50 99
TEMPORARY FACILITIES FOR MUSEUM COLLECTIONS RELOCATION AND STORAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary enclosures.

B. Temporary and permanent environmental controls.

C. Security requirements.

1.02 RELATED REQUIREMENTS

A. Section 00310 Bid Schedule

B. Sections 21 - 28 for permanent mechanical and electrical

C. Section 01 57 21 Indoor Air Quality Controls

D. Section 01 91 00 Occupancy Requirements.

1.03 GENERAL SCOPE OF WORK

A. Provide temporary and permanent facilities for the relocation of the Alaska State Museum collections and selected display materials (Object Transfer) from the existing museum to the Secure Collections room 124, room 128, room 132 completed under Phase 2A of this Project.

B. Provide Secure Corridor including hallway through construction of 2a and Exterior Enclosure Walkway from point of exit at museum and point of entry to secure collections room 124. The Secure Corridor shall be maintained during the entire Object Transfer Period.

C. For Objects that are too large for secure corridor, allow for transition of objects through Contractor Work Area to the Collections room 124 - at times coordinated in advance.

1.04 SUBMITTAL REQUIREMENTS

A. Submit to Department for approval detailed drawings of proposed temporary Secure Corridor and Exterior Enclosure Walkway from point of exit at museum to point of entry to Secure Collections room 124. The submittal shall detail and include the requirements identified in this section.

1.05 SCHEDULE REQUIREMENTS AND WRITTEN NOTIFICATIONS

A. Allow Six weeks for Using Agency to perform Object Transfer.

B. Contractor shall provide written notification to the Department at the following intervals:

6 Months prior to Object Transfer, 3 months prior to Object Transfer, 6 weeks prior to Object Transfer, 3 weeks prior to Object Transfer

C. Object transfer shall not occur until the following are complete:

1. Contractor submittals in accordance with this section.
2. Minimum documented 6 month curing time for concrete in room 124.
3. Substantial completion, Full Commissioning, compliance and execution of Section 01 57 21 and 01 91 00 of Room 124, 128, 132.
4.. Secure Corridor and Exterior Enclosure is installed.
5. Access Keys to Secure Corridor are turned over to Using Agency for control.

Construction Document

2.01 SECURE CORRIDOR

A. Provide temporary, enclosed, weather tight, and secure walkway to accommodate the movement of museum collections and other materials (Object Transfer) from the existing Alaska State Museum. The secure corridor includes the Exterior Enclosure walkway and begins at the existing Alaska State Museum and ends at room 124.

B. Minimum clearance opening, no obstructions, for entire corridor shall be maintained at 6'0 x 7'9" or interior clear opening size of the standard connex storage container (whichever is less).

C. Flooring, Transitions, Thresholds.
   1. Floor Slope: Maximum 1.25 percent slope, continuous over the full length of the walkway enclosure, unless approved by the Department.
   2. Maximum Projection Above Floor Surface: ½ inch high x minimum 12 inch width with tapered transitions.
   3. Provide a washable non-skid floor surface, suitable for use with rolling hand trucks and pallet jacks.

D. Corridor shall be free from construction materials, dirt, dust and shall be damp mopped prior to Object Transfer.

E. Security Provisions:
   1. The enclosure shall be secure from entry other than by controlled access Using Agency.
   2. Access shall be restricted to Using Agency.
   3. If exit doors are required by the code official, other than those indicated above, they shall be secured from outside access at all times. Provide magnetic door contact with alarms.

F. Heating: Provide temporary heat as required to maintain minimum 50 degrees F within the enclosure by a method approved by the Department.

G. Ventilation: Provide positive airflow within the secure corridor.

H. Lighting: Minimum 5 Foot Candles along entire length of Corridor.

2.02 EXTERIOR ENCLOSURE WALKWAY

A. Provide temporary, enclosed, weather tight and secure walkway to accommodate the movement of museum collections and other materials from the existing Alaska State Museum to a secure perimeter location of Phase 2A of this Project.

B. Length: As required to form a continuous enclosure between buildings as defined above.

C. Termination Doors:
   1. Size: Minimum 6' foot wide x 8' high, double doors or standard connex opening size, whichever is less
   2. Security Hardware: Keyed locks.

2.03 PERMANENT ENVIRONMENTAL PROVISIONS FOR SECURE STORAGE 124

A. Throughout the Work of this contract. Maintain Environmental Systems for secure storage.

B. Provide continuous monitoring of temperature humidity within room 124 throughout the Work.

C. Notify the Department and Using Agency immediately if environment exceeds ranges identified in this section.
   1. Temperature range: 50 to 70 Degrees Fahrenheit
   2. Relative Humidity range: 35% to 65% RH

2.04 SECURITY

A. Contractor shall be responsible to maintain the Secure Corridor during Object transfer. Elements of the Secure Corridor include: Corridor Termination Doors, temporary exterior enclosure between existing museum and new construction, and path through new construction to room 124.

B. During Object Transfer, access to Secure Corridor shall be limited to Using Agency. Contractor and Department personnel will have access only with Using Agency Escort.

C. During and following Object transfer, Secure Storage room 124, 128, and room 132 access shall be limited to Using Agency. Contractor and Department personnel will have access only with Using Agency escort.

D. Keys for access to secure storage room 124, room 128, room 132, secure corridor, existing museum, and the components of the secure corrider shall be the Using Agency.

2.05 REMOVAL TEMPORARY ENCLOSURES

A. At the end of the Object Transfer, Secure corridor will be transferred to Contractor for control and use or removal as appropriate for completion of the Work.

PART 3 EXECUTION

3.01 VISITOR SERVICES/MUSEUM OFFICES AND RELOCATION SERVICES (ALLOWANCE)

A. No services shall be performed under this paragraph without specific authorization from the Department for this allowance under the contract.

B. Contractor shall lease space for interim museum offices and visitor services for the entire duration of phase 2b and subsequent phases of work, until occupancy requirements are satisfied under the Contract.

C. Contractor shall perform tenant improvement, as required, for interim museum offices and/or interim venue for visitor services

D. Contractor shall assist the Using Agency in the relocation and/or removal of furniture and equipment in support of the requirements of this contract.

E. Contractor shall designate an Museum Relocation Specialist to facilitate successful coordination and assistance to Using Agency/Department throughout the Object Transfer Period . Museum Relocation Specialist shall meet daily with Using Agency to offer assistance and guidance and shall report back to the Department, weekly in writing, to identify using agency progress, goals, performance, and suggestions for resource improvement.

3.02 EXISTING TREES

A. It's the intent of the State of Alaska to remove several shrubs and trees located in area 2b from the project site prior to completion of phase 2a. Unless otherwise noted, any trees remaining at the site at the beginning of phase 2b shall be demolished as part of the Work.

B. Red Alders noted in exhibit 01 50 99A shall remain in place throughout the Work. Notify the Department if Work cannot be performed in conjunction with this requirement.

C. Contractor shall provide allowance for Temporary relocation of Trees/Shrubs. The Trees designated for relocation are noted on exhibit 01 50 99A.
   1. Crimsom King Maple (1 ea), Douglas Maple (1ea), LG Rhododendrom (1 ea), Japanese Maple (1 ea)

2. Temporary location of trees is designated at the following address: DOTPF SE Regional Office 7 Mile Glacier Hwy, Juneau Contact: Larry White
3. Allowance shall include preservation plan and maintenance throughout the Work.

3.03 TEMPORARY RELOCATION AND REINSTALLATION NIMBUS

A. Remove and relocate Nimbus. Temporary location is off-site: DOTPF SE Regional Office 7 Mile Glacier Highway, Juneau.

B. Coordinate with the Using Agency to reinstall Nimbus at the project site after the completion of phase 2.

C. Nimbus's gross weight is 10,000 lbs.

END OF SECTION

SECTION 01 51 00- CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.01 RELATED SECTIONS

A. Section 01 11 13 – Summary of Work

B. Section 01560 – Temporary Controls

C. Section 01 73 00 – Execution

1.02 TEMPORARY ELECTRICITY

A. CONTRACTOR shall make its own provisions for temporary electrical service.

B. Provide lighting for construction operations.

1.03 TEMPORARY HEAT

A. Provide and pay for heat devices, insulated enclosure, tenting, and heat as required to maintain specified conditions for construction operations, to protect materials and finishes from damage due to temperature or humidity.

B. Heating with resistance electric heat shall not be allowed.

1.04 TEMPORARY VENTILATION

A. Provide and pay for ventilation of enclosed areas to cure materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, or gases.

1.05 TEMPORARY WATER SERVICE

A. CONTRACTOR shall make its own provisions for temporary water service, except that contractor may make limited use of existing hosebibs so long as such use does not interfere with existing operations including site irrigation. Should contractor make use of existing hosebibs all hoses should be laid out so as to not create a safety hazard for museum staff or visitors.

1.06 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Use of existing toilet facilities by CONTRACTOR is prohibited.

1.07 TEMPORARY TELEPHONE SERVICE

A. Provide, maintain and pay for telephone service to CONTRACTOR field office as specified elsewhere.

1.08 BARRIERS

A. Provide as required to prevent entry to construction areas and to protect adjacent properties from damage from construction operations

B. Maintain lights of such size and location each night between the hours of sunset and sunrise upon all obstructions resulting from work which may endanger or obstruct vehicle traffic, and be responsible for all damages to persons and property resulting from failure to maintain lights. Designate personnel to replace or relight markers or barricades and provide DEPARTMENT with their names and telephone numbers for use in summoning them as necessary.

1.09 FREEZE PROTECTION

A. Provide freeze protection for all water service piping, valves, and other components.

B. Upon request, CONTRACTOR shall submit a Freeze Protection Plan indicating heating and insulation protection and monitoring methods and reporting for the DEPARTMENT's review. Permanent building heating equipment and systems are not to be used without written approval from the DEPARTMENT. Reference applicable Division 15 Sections for permanent heating equipment and system requirements. The Freeze Protection Plan shall be submitted prior to first pay estimate.

C. Freeze Protection shall be maintained in place throughout the season of possible freezing temperatures

D. The CONTRACTOR shall remove all Freeze protection material and equipment when no longer required unless required to remain in place by other provisions of this Contract. Material to be removed includes all freeze protection equipment and materials left in place.

E. All costs for Freeze Protection work shall be included in the CONTRACTOR's lump sum base bid.

1.10 ENCLOSURES

A. Not used

1.11 CONSTRUCTION FENCES

A. Include all supplementary parts necessary or required for a complete and satisfactory installation of temporary fences. All runs of the fence shall present the same general appearance.

B. Material requirements, unless shown otherwise on the Drawings:

1. Fabric: No. 9 ASW gage zinc coated or approved equal.

2. Barbed Wire (Zinc-coated): 3-strand twisted No. 12 ½ ASW gage galvanized steel wire with 4-point barbs of No. 14 ASW gage galvanized steel wire, or approved equal. The barbs shall be spaced approximately 4 inches apart.
3. Wire ties and tension wire: No. 7 ASW gage marcelled steel wire with same coating as fabric and conforming to ASTM A824.
4. Plywood, if used shall be painted.

C. Other requirements:

1. Used materials may be installed provided the used materials are good, sound, and are suitable for the purpose intended.
2. Posts and braces shall be galvanized steel pipe conforming to the requirements of ASTM F1038 and sized in accordance with Tables 1 through VI of Federal Specifications RR-F-191/3. Posts shall be spaced more than 10 feet apart.
3. Galvanizing of steel items will be required.
4. Temporary fences that are damaged from any cause during the progress of the work shall be repaired or replaced by the CONTRACTOR at the CONTRACTOR's expense.
5. If no longer required for the Work as determined by the DEPARTMENT, temporary fences shall be removed. Removed facilities shall become the property of the CONTRACTOR and shall be removed from the site of the work.
6. In secure areas away from traffic, fence shall be 8 feet high. Fence construction shall include top and bottom tension wires. All fabric tension wire and barbed wire shall be installed taught with no more than 2 inch open gaps between bottom of fence and underlying surface.
7. Not Used

1.12 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.

1.13 SECURITY

A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.

1.14 REMOVAL OF UTILITIES AND FACILITIES

A. Remove CONSTRUCTION FACILITIES, equipment (including temporary boiler stack), facilities, and materials, prior to Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 3 feet below finish grades. Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore permanent facilities used during construction to specified condition.

1.15 SHORING AND BRACING

A. CONTRACTOR is responsible for designing and providing shoring and bracing permit required to accomplish the work. This includes shoring adjacent facilities, shoring for excavation work, and shoring and bracing for installation of concrete, masonry, and steel.

B. CONTRACTOR designed shoring and bracing for protecting existing facilities, excavations, supporting elevated slabs, and resisting loads that could result in damage to existing construction or injury to workers shall be designed by an Alaska registered civil engineer, with a sealed and signed copy of calculations and drawings provided to the DEPARTMENT.

1.16 PRE-CONSTRUCTION PROPERTY AND STRUCTURE ASSESSMENTS

A. CONTRACTOR shall perform pre-construction condition assessments of adjacent properties and structures to the site.

B. Assessments shall be performed by a qualified company with 5 years experience performing commercial building condition assessments. Submit qualifications to the Department.

C. Assessments shall be provided in written and DVD format.

1.17 COST RESPONSIBILITY

A. Except as otherwise noted, cost of construction facilities and utilities shall be the responsibility of CONTRACTOR.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 52 13 - FIELD OFFICES AND SHEDS

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Section 01 11 13 – Summary of Work

B. Section 01 51 00 – Temporary Utilities

C. Section 01 71 13 – Mobilization and Demobilization

1.02 CONSTRUCTION

A. Provide 20-foot minimum fire separation around Field Offices and sheds or provide International Building Code compliant fire-resistant construction approved by Authority Having Jurisdiction.

1.03 CONTRACTOR OFFICE

A. Provide field office to effectively manage all aspects of the Work on site required. Weather-tight, with lighting, electrical outlets, heating and ventilating equipment, telephone and fax service, and equipped with furniture.

1.04 STORAGE SHED

A. As required for Tools, Materials, and Equipment: Weather-tight, with heat and ventilation for products requiring controlled conditions, with adequate space for organized storage and access, and lighting for inspection of stored materials.

1.05 DEPARTMENT FIELD OFFICE

A. Provide mobile unit**(s)** or -building**(s)** with electric, power and parking facilities, hereinafter called "field office," for the use of the DEPARTMENT Engineering and Inspection Staff in administering the Contract. The field office**(s)** shall have not less than **600** square feet of usable floor area **and** at least **eight** windows. Flooring shall vinyl that is free of rips, tears, or other major blemishes that would hamper floor cleaning.

B. The field office shall be situated in the Construction Site at a location approved by the DEPARTMENT. It shall be situated to provide a view from within the field office of the building construction site.

C. The field office shall be no more than two years old. It shall be completely furnished with **two** plan tables, 5 desks with chairs, **four** 4 drawer legal size file cabinets, **three** six-shelf book shelves and **three** full size drawing hanging file. It shall be ready for occupancy by the DEPARTMENT within 15 calendar days after Notice-to-Proceed.

D. All costs associated with furnishing and installing, maintenance, utilities and demobilization of the field office shall be included within the Contract price.

E. Construction and Materials

1. Obtain and pay all costs for hauling, building, and connection permits. All materials shall be good commercial quality.

F. Provide the DEPARTMENT's field office complete with the following features and facilities:

1. Lighting minimum of 100 foot-candles at desk height uniformly in all areas.
2. Duplex electrical receptacles and telephone jacks along interior walls at approximately ten-foot spacing.
3. An automatically controlled heating system capable of maintaining an ambient temperature of 72 degrees Fahrenheit, plus or minus 4 degrees, in winter.
4. Electric utility connections as necessary.
5. Parking to accommodate four vehicles immediately adjacent to the field office and shall be graded for drainage and surfaced similar to CONTRACTOR's parking.
6. Provide secure entrance doors to the field office. If more than one entrance furnished, all door locks shall be keyed alike. Provide DEPARTMENT 3 keys or sets of keys.
7. The field office shall include steps with railings to the entrance.
8. Submit details of DEPARTMENT's field office with mobilization submittal specified in Section 01505 – Mobilization and Demobilization.
9. Submit a Temporary Facilities Plan, which shall include but not be limited to: CONTRACTOR field offices, DEPARTMENT's field office, fencing, access, parking, stairs, storage, temporary utilities, trailers, transportation methods, and layout to DEPARTMENT for approval prior to procurement and installation.
10. Provide Communication Services to the projects office. Communication service shall include 3 separate telephone numbers with internet connectivity for up to 3 computers. The separate telephone **numbers shall have** with caller ID functionality. The CONTRACTOR shall pay connection and service costs. All long distance calls made by DEPARTMENT personnel shall be reimbursed to the CONTRACTOR. The communication service shall be established within Fifteen (15) days of Notice-to-Proceed.
11. Provide and install sign entitled "State of Alaska DOTPF Project Office."

G. Equipment

1. Purchase new equipment as listed below for use in the field office. The CONTRACTOR shall retain possession and ownership of all equipment on Final Completion of this Contract.
   a. 1 each, bottle water-drinking fountain with supply of bottle drinking water and cups.
   b. 1 each, fire extinguisher – Dry Chemical, Multi-Purpose ABC (minimum size, 10 pounds) equipped with a visual air pressure gage. The fire extinguisher shall be checked monthly for stored pressure, etc.; also checked and tagged annually and after each use by a licensed company.
   c. 1 each, First Aid Kit equivalent to 24-unit first aid kit described in "Standard First Aid and Personal Safety" by The American National Red Cross. The first aid kit shall be checked monthly and replenished to full complement monthly and after any incident.
   d. **3 cordless** telephone sets and 1 each internet line. Internet line shall be DSL service or equivalent, (1Mb/1Mb for a minimum of **Four** (**4**) simultaneous users. **Also provide a wireless router.**
   e. 1 each fax machine. Fax machine shall have at minimum a single toner cartridge, 124 speed dial locations, 40 page document feed capacity, 2 paper supplies, 4 MB of memory, and a 3 second per page speed.

f. 1 each color scanner/email/copy machine. Machine shall have a minimum 13 ppm print speed, 8MB standard memory, auto duplexing, collating, and 2 paper tray capacity. Machine to handle letter and 11 x 17 paper sizes. Provide with toner, color, paper and incidentals.

g. 1 each refrigerator, compact size (10 gal minimum capacity).

h. 1 each microwave oven, countertop type.

H. Maintenance

1. Provide maintenance on a weekly basis for the office and all furnishings and equipment provided by the CONTRACTOR under this Contract. Clean the office, remove trash, and sweep floors on a weekly basis. Remove litter from exterior office grounds as it accumulates. Provide an initial supply of consumables and replenish as needed.
2. Provide security measures and area protection to safeguard the office and contents.
3. Provide routine maintenance of field office, including all necessary repairs to the facility, furnishings, and equipment for the duration of the Contract.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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SECTION 01 57 10

EROSION, SEDIMENT AND POLLUTION CONTROL

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections apply to this Section.

1.02 SUMMARY

A. Provide project administration and Work relating to control of erosion, sedimentation, and discharge of pollutants, according to this section and applicable local, state, and federal requirements, including the Construction General Permit.

1.03 DEFINITIONS.

A. **Alaska Certified Erosion and Sediment Control Lead (AK-CESCL).** A person who has completed training, testing, and other requirements of, and is currently certified as, an AK-CESCL from an AK-CESCL Training Program (a program developed under a Memorandum of Understanding between the Department and others). The Department recognizes AK-CESCLs as "qualified personnel" required by the CGP. An AK-CESCL must be recertified every three years.

B. **Alaska Department of Environmental Conservation (ADEC)**. The state agency authorized by EPA to administer the Clean Water Act's National Pollutant Discharge Elimination System.

C. **Alaska Pollutant Discharge Elimination System (APDES).** A system administered by ADEC that issues and tracks permits for storm water discharges.

D. **Best Management Practices (BMPs).** Temporary or permanent structural and non-structural devices, schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or minimize the discharge of pollutants to waters of the United States. BMPs also include, but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from material storage.

E. **Clean Water Act (CWA).** Federal Water Pollution Control Amendments of 1972, as amended (33 U.S.C. 1251 et seq.).

F. **Commercial Plant.** The purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready-mixed concrete, asphalt paving mix, and any other material or fabrication produced at and furnished from established and recognized commercial plants that sell to both public and private purchasers.

G. **Consent Decree.** The decree entered by the United States District Court for the District of Alaska on September 21, 2010, regarding compliance with the CWA and implementation of the CGP, to which the United States and the Department are parties.

H. **Construction Activity.** Physical activity by the Contractor, Subcontractor or utility company within the Project Zone; that may result in erosion, sedimentation, or a discharge of pollutants into storm water. Construction Activity includes soil disturbing activities (e.g. clearing, grading, excavating); and construction materials or equipment storage or maintenance (e.g. material piles, borrow area, concrete truck chute washdown, fueling); and other industrial storm water directly related to the construction process (e.g. concrete or asphalt batch plants).

I. **Construction General Permit (CGP).** The permit authorizing storm water discharges from Construction Activities, issued and enforced by ADEC. It authorizes stormwater discharges provided permit conditions and water quality standards are met.

J. **Electronic Notice of Intent (eNOI).** The electronic Notice of Intent submitted to ADEC, to obtain coverage under the CGP.

K. **Electronic Notice of Termination (eNOT).** The electronic Notice of Termination submitted to ADEC, to end coverage under the CGP.

L. **Environmental Protection Agency (EPA).** A federal agency charged to protect human health and the environment.

M. **Erosion and Sediment Control Plan (ESCP).** The Department's project specific document that illustrates measures to control erosion and sediment on the project. The ESCP provides bidders with the basis for cost estimating and guidance for developing an acceptable Storm Water Pollutant Prevention Plan (SWPPP).

N. **Final Stabilization.** Is defined in this section as it is defined in the CGP.

O. **Hazardous Material Control Plan (HMCP).** The Contractor's detailed project specific plan for prevention of pollution from storage, use, transfer, containment, cleanup, and disposal of hazardous material (including, but are not limited to, petroleum products related to construction activities and equipment). The HMCP is included as an appendix to the SWPPP.

P. **Inspection.** An inspection required by the CGP or the SWPPP, usually performed together by the Contractor's SWPPP Manager and Department's stormwater inspector.

Q. **Multi-Sector General Permit (MSGP).** The Alaska Pollutant Discharge Elimination System General Permit for storm water discharges associated with industrial activity.

R. **Operator(s).** The party or co-parties associated with a regulated activity that has responsibility to obtain permit coverage under the CGP. "Operator" for the purpose of the CGP and in the context of stormwater associated with construction activity, means any party associated with a construction project that meets either of the following two criteria:

1. The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or

2. The party has day to day operational control of those activities at a project which are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g. they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions).

S. **Pollutant.** Any substance or item meeting the definition of pollutant contained in 40 CFR § 122.2. A partial listing from this definition includes: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, wrecked or discarded equipment, rock, sand, cellar dirt and industrial or municipal waste.

T. **Project Zone.** The physical area provided by the Department for Construction. The Project Zone includes the area of highway or facility under construction, project staging and equipment areas, and material and disposal sites; when those areas, routes and sites, are provided by the Department by the Contract and are directly related to the Contract.

Material sites, material processing sites, disposal sites, haul routes, staging and equipment storage areas that are furnished by the Contractor or a commercial operator are not included in the Project Zone.

U. **Records.** Any record, report, information, document or photograph required to be created or maintained pursuant to the requirements of the Consent Decree, the CGP, the CGP storm water requirements of the Clean Water Act; and applicable local, state, and federal laws and regulations regarding document preservation.

V. **Spill Prevention, Control and Countermeasure Plan (SPCC Plan).** The Contractor's detailed plan for petroleum spill prevention and control measures, that meet the requirements of 40 CFR 112.

W. **Spill Response Field Representative.** The Contractor's representative with authority and responsibility for managing, implementing, and executing the HMCP and SPCC Plan.

X. **Storm Water Pollution Prevention Plan (SWPPP).** The Contractor's detailed project specific plan to minimize erosion and contain sediment within the Project Zone, and to prevent discharge of pollutants that exceed applicable water quality standards. The SWPPP includes, but is not limited to, amendments, records of activities, inspection schedules and reports, qualifications of key personnel, and all other documentation, required by the CGP and this specification, and other applicable local, state, and federal laws and regulations.

Y. **Storm Water Pollution Prevention Plan Two (SWPPP2).** The Contractor's detailed project specific plan to comply with CGP or MSGP requirements, for Contractor construction-related activities outside the Project Zone.

Z. **Subcontractor Spill Response Coordinator.** The subcontractor's representative with authority and responsibility for coordinating the subcontractor's activities in compliance with the HMCP and SPCC Plan.

AA. **Subcontractor SWPPP Coordinator.** The subcontractor's representative with authority to direct the subcontractor's work, and who is responsible for coordination with the Superintendent and SWPPP Manager, and for the subcontractor's compliance with the SWPPP.

BB. **Superintendent.** The Contractor's duly authorized representative in responsible charge of the work. The Superintendent has responsibility and authority for the overall operation of the Project and for Contractor furnished sites and facilities directly related to the Project.

CC. **SWPPP Amendment.** A revision or document that adds to, deletes from, or modifies the SWPPP.

DD. **SWPPP Manager.** The Contractor's qualified representative who conducts Inspections and has authority to suspend work and to implement corrective actions required for CGP compliance.

EE. **SWPPP Preparer.** The Contractor's qualified representative who is responsible for developing the initial SWPPP.

FF. **Utility Spill Response Coordinator.** The Utility's representative with authority and responsibility for coordinating the Utility's activities in compliance with the HMCP and SPCC Plan.

GG. **Utility SWPPP Coordinator.** The Utility's representative with authority to direct the Utility's work, and who is responsible for coordination with the Superintendent and SWPPP Manager, and for the Utility's compliance with the SWPPP.

1.04 PLAN AND PERMIT SUBMITTALS.

A. Partial and incomplete submittals will not be accepted for review. Any submittal that is re-submitted or revised after submission, but before the review is completed, will restart the submittal review timeline. No additional Contract time or additional compensation will be allowed due to delays caused by partial or incomplete submittals, or required re-submittals.

1. Storm Water Pollution Prevention Plan. Submit an electronic copy and three hard copies of the SWPPP to the Engineer for approval. Deliver these documents to the Engineer at least 21 days before beginning Construction Activity. Organize and bind the SWPPP and related documents for submittal according to the requirements of Paragraph 3.01 (B).

   The Department will review the SWPPP submittals within 14 days after they are received. Submittals will be returned to the Contractor, and marked as either "rejected" with reasons listed or as "approved" by the Department. When the submittal is rejected, the Contractor must revise and resubmit the SWPPP. The 14 day review period will restart when the contractor submits an electronic copy and three hard copies of the revised SWPPP to the Engineer for approval.

   After the SWPPP is approved by the Department, the Contractor must sign and certify the approved SWPPP.

2. Hazardous Material Control Plan. Submit an electronic copy and three hard copies of the HMCP, as an appendix to the SWPPP, to the Engineer for approval. The HMCP submittal and review timeline, and signature requirements are the same as the SWPPP.

3. Spill Prevention, Control and Countermeasure Plan. When a SPCC Plan is required under Article 3.03, submit an electronic copy and three signed hard copies of the SPCC Plan to the Engineer. Deliver these documents to the Engineer at least 21 days before beginning Construction Activity. The Department reserves the right to review the SPCC Plan and require modifications.

4. CGP Coverage. The Contractor is responsible for permitting of Contractor and subcontractor Construction Activities related to the Project. The Contractor cannot use the SWPPP for construction activities outside the Project Zone where the Department is not an operator.

   After Department approval of the SWPPP and prior to beginning Construction Activity, submit an eNOI with the required fee to ADEC for coverage under the Construction General Permit (CGP). Submit a copy of the signed eNOI and ADEC's acknowledgement letter to the Engineer when the eNOI is submitted to ADEC.

   Do not begin Construction Activity until the conditions listed in Paragraph 3.06 (B) are completed.

   The Department will submit an eNOI to ADEC for Construction Activities inside the Project Zone. The Engineer will provide the Contractor with a copy of the Department's eNOI and ADEC's acknowledgment letter, for inclusion in the SWPPP.

5. Ending CGP Coverage. Submit an eNOT to ADEC, and submit both a copy of the signed eNOT and ADEC's acknowledgement letter to the Department, within 30 days after the Engineer has determined the conditions listed in Paragraph 3.06 (G) have been met.

6. ADEC SWPPP Review. When CGP, Part 5.13 requires ADEC SWPPP review:

   a. Transmit a copy of the Department-approved SWPPP to ADEC using delivery receipt confirmation;
   b. Transmit a copy of the delivery receipt confirmation to the Engineer within seven days of receiving the confirmation; and
   c. Retain a copy of delivery receipt confirmation in the SWPPP.

7. Local Government SWPPP Review. When CGP, Part 5.13 requires local government review:

   a. Transmit a copy of the Department-approved SWPPP to local government, with the required fee using delivery receipt confirmation;
   b. Transmit a copy of the delivery receipt confirmation to the Engineer within seven days of receiving the confirmation;
   c. Transmit a copy of any comments by the local government to the Engineer within seven days of receipt;
   d. Amend the SWPPP as necessary to address local government comments and transmit SWPPP Amendments to the Engineer within seven days of receipt of the comments; and
   e. Include a copy of local government SWPPP review letter in the SWPPP.

1.05 PERSONNEL QUALIFICATIONS.

A. The SWPPP Preparer must meet at least one of the following qualifications:

   1. Current certification as a Certified Professional in Erosion and Sediment Control (CPESC)
   2. Current certification as AK-CESCL, and at least two years experience in erosion and sediment control, as a SWPPP Manager or SWPPP writer, or equivalent.

Provide documentation including project names, project timelines, and work responsibilities demonstrating the experience requirement.

3. Professional Engineer registered in the State of Alaska with current certification as AK-CESCL

B. The Superintendent must meet all the following qualifications:

1. Current certification as AK-CESCL
2. Duly authorized representative, as defined in the CGP, Appendix F, Part 1.12.3

C. The SWPPP Manager must have current certification as AK-CESCL.

D. The Department accepts people having any of the following certificates as equivalent to AK-CESCL, if the certificates are current according to the sponsoring organization's policies:

1. CPESC, Certified Professional in Erosion and Sediment Control
2. CISEC, Certified Inspector in Sediment and Erosion Control
3. CESCL, Washington Department of Ecology Certified Erosion and Sediment Control Lead (Through Nov. 30, 2011 only. Will not be accepted as an equivalent substitution after Nov. 30, 2011)

1.06 SIGNATURE/CERTIFICATION REQUIREMENTS AND DELEGATIONS.

A. eNOI and eNOT. The eNOI and eNOT must be signed and certified by a responsible corporate officer according to CGP Appendix F, Part 1.12.2. Signature and certification authority for the eNOI and eNOT cannot be delegated.

B. Delegation of Signature Authority for Other SWPPP Documents and Reports. Use Form 25D-108 to delegate signature authority and certification authority to the Superintendent position, according to CGP Appendix F, Part 1.12.3, for the SWPPP, Inspection Reports and other reports required by the CGP. The Engineer will provide the Department's delegation Form 25D-107, which the Contractor must include in the SWPPP.

C. Subcontractor Certification. Subcontractors must certify that they have read and will abide by the CGP and the conditions of the project SWPPP.

1.07 RESPONSIBILITY FOR STORM WATER PERMIT COVERAGE.

A. The Department and the Contractor are jointly responsible for permitting and permit compliance within the Project Zone.

B. The Contractor is responsible for permitting and permit compliance outside the Project Zone. The Contractor has sole responsibility for compliance with ADEC and other applicable federal, state, and local requirements, and for securing all necessary clearances, rights, and permits.

C. An entity that owns or operates, a commercial plant or material source or disposal site outside the Project Zone, is responsible for permitting and permit compliance. The Contractor has sole responsibility to verify that the entity has appropriate permit coverage.

D. The Department is not responsible for permitting or permit compliance, and is not liable for fines resulting from noncompliance with permit conditions:

1. For areas outside the Project Zone; and
2. For commercial plants, commercial material sources, and commercial disposal sites.

1.08 UTILITY. (Reserved)

PART 2 – PRODUCTS

2.01 MATERIALS.

A. Use materials suitable to withstand hydraulic, wind, and soil forces, and to control erosion and trap sediments according to the requirements of the CGP and the Specifications.

B. Use the temporary seed mixture specified, or use annual rye grass if no temporary seed mix is specified.

C. Use soil stabilization material as specified.

D. Use silt fences as specified.

E. Use straw that is certified as free of noxious weed by the United States Department of Agriculture, Natural Resources Conservation Service, Local Soil and Water Conservative District. Alaska Weed Free Forage Certification Program must be used when available. Hay many not be substituted for straw.

F. Use Oregon Scientific RGR126 wireless rain gauge with temperature, or Taylor 2751 Digital Wireless Rain Gauge with Thermometer, or approved equivalent.

PART 3 – EXECUTION

3.01 STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIREMENTS.

A. SWPPP Preparer and Pre-Construction Site Visit.

1. Use a SWPPP Preparer to develop the SWPPP and associated documents, according to the requirements of the CGP. The SWPPP Preparer must put their name, qualifications (including the expiration date of any certifications), title and company name in the SWPPP.

2. The SWPPP Preparer must conduct a pre-construction inspection at the Project site before construction activity begins. If the SWPPP Preparer is not a Contractor employee, the SWPPP Preparer must visit the site accompanied by the Contractor. Give the Department at least seven days notice of the site visit, so that the Department may participate.

3. During the pre-construction inspection, the SWPPP Preparer must identify, or if a draft of the SWPPP has already been prepared verify that the SWPPP fully addresses and describes:
   a. Opportunities to phase construction activities;
   b. Appropriate BMPs and their sequencing; and

c. Sediment controls that must be installed prior to beginning Construction Activities.

4. Document the SWPPP Preparer's pre-construction inspection in the SWPPP on Form 25D-106, SWPPP Pre-Construction Site Visit, including the names of attendees and the date.

B. Developing the SWPPP.

1. Use the Department's ESCP and other Contract documents as a starting point for developing the SWPPP. The approved SWPPP replaces the ESCP.

2. Develop the SWPPP according to the EPA's SWPPP template for authorized states with additional information as required.

3. When using the EPA's SWPPP template:

- In Section 3 (Good Housekeeping), add a subsection to describe dedicated asphalt plants and/or dedicated concrete plants, give their locations and identify the BMPs that will be used to minimize pollutants from them. If there are no dedicated asphalt or concrete plants, then state that in the SWPPP.

- Include the following appendices:

  - Appendix A – General Location Map
  - Appendix B – Site Maps
  - Appendix C – Construction General Permit
  - Appendix D – NOI forms and Acknowledgement Letters from ADEC (Include both Department's and Contractor's)
  - Appendix E – Inspection Reports
  - Appendix F – Corrective Action Log
  - Appendix G – SWPPP Amendment Log
  - Appendix H – Subcontractor Certifications/Agreements
  - Appendix I – Grading and Stabilization Activities Log
  - Appendix J – Training Log
  - Appendix K – Delegation of Authority
  - Appendix L – Additional Information

- Add appendices for:

  - Appendix M -- Endangered Species Act and historic preservation documents
    - Use the documents obtained by the Department, see SWPPP Considerations and Contents below
  - Appendix N -- Hazardous Material Control Plan
  - Appendix O -- BMP Descriptions/Drawings
  - Appendix P -- SWPPP Preparer's Site Visit
  - Appendix Q -- Personnel qualification & training certifications for:
    - Superintendent
    - SWPPP Preparer
    - SWPPP Manager
    - Department Project Engineer and Stormwater Inspector

  - Qualified personnel must be described in a list with names and dates in positions
- Appendix R -- Rainfall Logs
- Appendix S - Department- acquired project permits
- Appendix T – Correspondence with ADEC and local government including:
  - ADEC delivery receipt of SWPPP
  - ADEC non-domestic wastewater plan review no objection letter when required (use the letter obtained by the Department)
  - Local SWPPP review letter when required
- Appendix U – NOT forms and Acknowledgement letters from ADEC (Include both Department's and Contractor's)

Obtain the following forms after they have been completed by the Department and include them in the SWPPP:

- SWPPP Delegation of Signature Authority – DOT&PF (25D-107)
- SWPPP Certification for DOT&PF (25D-109)
- SWPPP Delayed Action Item Report (25D-113)

Use the following Department forms for recording information in the SWPPP:

- SWPPP Amendment Log (25D-114)
- SWPPP Certification for Contractor (25D-111)
- SWPPP Construction Site Inspection Report (25D-100 parts 1&2)
- SWPPP Corrective Action Log (25D-112)
- SWPPP Daily Record of Rainfall (25D-115)
- SWPPP Delegation of Signature Authority – Contractor (25D-108)
- SWPPP Grading and Stabilization Activities Log (25D-110)
- SWPPP Pre-Construction Site Visit (25D-106)
- SWPPP Project Staff Tracking (25D-127)
- SWPPP Subcontractor Certification (25D-105)
- SWPPP Training Log (25D-125)

SWPPP Forms are at:

http://www.dot.state.ak.us/stwddes/dcsconst/pop_constforms.shtml

Compile the SWPPP in three ring binders with tabbed and labeled dividers for each section and appendix.

C. SWPPP Considerations and Contents.

1. The SWPPP must provide erosion and sediment control measures for all Construction Activity within the Project Zone. Construction activity outside the Project Zone must have permit coverage, using separate SWPPP2(s), and separate Contractor Inspections.

2. The SWPPP must consider the activities of the Contractor and all subcontractors and utility companies performing work in the Project Zone. The SWPPP must describe the roles and responsibilities of the Contractor, subcontractors, utility companies, and the Department with regard to implementation of the SWPPP. The SWPPP must

identify all operators for the Project, including utility companies performing Construction Activity, and identify the areas:
a. Over which each operator has operational control; and
b. Where the Department and Contractor are co-operators.

3. For work outside the Project Zone the SWPPP must identify the entity that has stormwater permit coverage, the operator, and the areas that are:
   a. Dedicated to the Project and where the Department is not an operator; and
   b. Not dedicated to the project, but used for the project.

4. The SWPPP must identify specific areas where potential erosion, sedimentation, or pollution may occur. The potential for wind erosion must be addressed. The potential for erosion at drainage structures must be addressed.

5. Include in the "Stabilize Soils" section of the SWPPP, a description of how you will minimize the amount of disturbed and unstabilized ground in the fall season. Describe how you will stabilize areas when it is close to or past the seasonal time of snow cover or frozen conditions, and before the first seasonal thaw. Include a plan for final stabilization.

6. Describe BMPs in the SWPPP and in SWPPP Amendments, including source controls, sediment controls, discharge points, and all temporary and permanent stabilization measures. Describe the design, placement, installation, and maintenance of each BMP, using words and drawings as appropriate. Provide a citation to the BMP Manual or publication used as a source for the BMP, including the title of the BMP Manual or publication, the author (individual or agency), and date of publication. If no published source was used to select or design a BMP, then the SWPPP or SWPPP amendment must state that "No BMP manual or publication was used for this design."

7. Describe the sequence and timing of activities that disturb soils and of BMP implementation and removal. Phase earth disturbing activities to minimize unstabilized areas, and to achieve temporary or final stabilization quickly. Whenever practicable incorporate final stabilization work into excavation, embankment and grading activities.

8. Identify in the SWPPP whether Inspections are conducted:

   a. At least once every seven days during construction; or
   b. At least once every 14 days during construction and within 24 hours of the end of a storm event of 1/2 inch or greater rainfall in a 24 hour period (1/2 inch rainfall as recorded at the project site rain gauge)

9. The SWPPP must cite and incorporate applicable requirements of the Project permits, environmental commitments, and commitments related to historic preservation. Make additional consultations or obtain permits as necessary for Contractor specific activities which were not included in the Department's permitting and consultation.

10. The SWPPP is a dynamic document. Keep the SWPPP current by noting installation, modification, and removal of BMPs, and by using amendments, SWPPP amendment logs, Inspection Reports, corrective action logs, records of land disturbance and stabilization, and any other records necessary to document storm water pollution

prevention activities and to satisfy the requirements of the Consent Decree, CGP and this specification. See Article 3.08 for more information.

D. Recording Personnel and Contact Information in the SWPPP.

1. Include in the SWPPP, Records of the AK-CESCL cards or certificates for the Superintendent and SWPPP Manager, and for any acting Superintendent and acting SWPPP Managers. If the Superintendent or SWPPP Manager is replaced permanently or temporarily, by an acting Superintendent or acting SWPPP Manager; record in the SWPPP (use Form 25D-127) the names of the replacement personnel, the date of the replacement. For temporary personnel record their beginning and ending dates.

2. Provide 24 hour contact information for the Superintendent and SWPPP Manager. The Superintendent and SWPPP Manager must have 24 hour contact information for all Subcontractor SWPPP Coordinators and Utility SWPPP Coordinators.

3. The Department will provide Records of AK-CESCL cards or certificates for the Project Engineer and the Stormwater Inspectors, and names and dates they are acting in that position. Include the Department's Records in the SWPPP.

3.02 HAZARDOUS MATERIAL CONTROL PLAN (HMCP) REQUIREMENTS.

A. Prepare the HMCP for prevention of pollution from storage, use, containment, cleanup, and disposal of all hazardous material, including petroleum products related to construction activities and equipment. Include the HMCP as an appendix to the SWPPP. Compile Material Safety Data Sheets in one location and reference that location in the HMCP.

B. Designate a Contractor's Spill Response Field Representative with 24 hour contact information. Designate a Subcontractor Spill Response Coordinator for each subcontractor. The Superintendent and Contractor's Spill Response Field Representative must have 24 hour contact information for each Subcontractor Spill Response Coordinator and the Utility Spill Response Coordinator.

C. List and give the location and estimated quantities of hazardous materials (Including materials or substances listed in 40 CFR 117 and 302, and petroleum products) to be used or stored on the Project. Hazardous materials must be stored in covered storage areas. Include secondary containment for all hazardous material storage areas.

D. Identify the locations where fueling and maintenance activities will take place, describe the activities, and list controls to prevent the accidental spillage of petroleum products and other hazardous materials. Controls include placing absorbent pads or other suitable containment under fill ports while fueling, and under equipment during maintenance or repairs.

E. Use secondary containment under all stationary equipment (equipment that does not have a seat for driving) that contains petroleum products. Use secondary containment under pumps, compressors, and generators.

F. List the types and approximate quantities of response equipment and cleanup materials available on the Project. Include a list and location map of cleanup materials, at each different work site and readily available off site (materials sources, material processing

sites, disposal sites, staging areas, etc). Spill response materials must be stored in sufficient quantity at each work location, appropriate to the hazards associated with that site.

G. Describe procedures for containment and cleanup of hazardous materials. Describe a plan for the prevention, containment, cleanup, and disposal of soil and water contaminated by spills. Describe a plan for dealing with contaminated soil and water encountered during construction.

H. Describe methods of disposing of waste petroleum products and other hazardous materials generated by the Project, including routine maintenance. Identify haul methods and final disposal areas. Assure final disposal areas are permitted for hazardous material disposal.

I. Describe methods of complying with the requirements of AS 46.04.010-900, Oil and Hazardous Substances Pollution Control, and 18 AAC 75. Include contact information for reporting hazardous materials and petroleum product spills to the Project Engineer and reporting to federal, state and local agencies.

3.03 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PLAN (SPCC Plan) REQUIREMENTS.

A. Prepare and implement an SPCC Plan when required by 40 CFR 112; when both of the following conditions are present on the Project:

1. Oil or petroleum products from a spill may reach navigable waters (as defined in 40 CFR 112); and

2. Total above ground storage capacity for oil and any petroleum products is greater than 1,320 gallons (not including onboard tanks for fuel or hydraulic fluid used primarily to power the movement of a motor vehicle or ancillary onboard oil-filled operational equipment, and not including containers with a storage capacity of less than 55 gallons)

B. Reference the SPCC Plan in the HMCP and SWPPP.

3.04 RESPONSIBILITY AND AUTHORITY OF THE SUPERINTENDENT AND SWPPP MANAGER.

A. The Superintendent is responsible for the overall operation of the Project and all Contractor furnished sites and facilities directly related to the Project. The Superintendent shall sign and certify the SWPPP, Inspection Reports, and other reports required by the CGP and the Consent Decree, except the NOI and NOT. The Superintendent may not delegate the task or responsibility of signing and certifying the SWPPP submitted under Paragraph 1.04 (A) 1, Inspection Reports, and other reports required by the CGP and the Consent Decree.

B. The Superintendent may assign certain duties to the SWPPP Manager; those duties may include:

1. Ensuring Contractor's and subcontractor's compliance with the SWPPP and CGP;
2. Ensuring the control of erosion, sedimentation, or discharge of pollutants;
3. Directing and overseeing installation, maintenance, and removal of BMPs;

4. Performing Inspections; and
5. Updating the SWPPP including adding amendments and forms.

C. The Superintendent and SWPPP Manager shall be knowledgeable in the requirements of this Section 01 57 10, the SWPPP, CGP, BMPs, HMCP, SPCC Plan, environmental permits, environmental commitments, and historic preservation commitments.

D. The Superintendent and SWPPP Manager shall have the Contractor's complete authority and be responsible for suspending construction activities that do not conform to the SWPPP or CGP.

3.05 CONTRACTOR REQUIREMENTS.

A. The Contractor must be familiar with the requirements of the CGP and Consent Decree because Contractor's employees will be conducting duties that relate to compliance with the CGP and the Consent Decree. A copy of the Consent Decree is available on the Department's Statewide Environmental Office web page.

3.06 CONSTRUCTION REQUIREMENTS.

A. Comply with the SWPPP and the requirements of the CGP.

B. Before Construction Activity may Begin.

1. The SWPPP Preparer must visit the Project, the visit must be documented in the SWPPP, and the SWPPP must be developed (or amended) with findings from the visit.

2. The SWPPP must be approved by the Engineer.

3. The Contractor must be authorized to begin by the Engineer.

4. The Project eNOIs for the Department and for the Contractor, as well as any other eNOIs if there are additional operators, must be listed as Active Status on the ADEC website.

5. The Department approved SWPPP must be submitted to ADEC and Local Government (when required).

6. Post notices containing the following information:

   a. Copy of all eNOIs related to this project
   b. Name and 24 hour phone number of SWPPP Manager
   c. Location of the SWPPP

7. Post notices on the outside wall of the Contractor's project office, and near the main entrances of the construction project. Protect postings from the weather. Locate postings so the public can read them without obstructing construction activities or the traveling public (for example, at an existing pullout). Do not use retroreflective signs for the SWPPP posting. Do not locate SWPPP signs in locations where the signs may be confused with traffic control signs or devices.

8. Install an outdoor rain gauge in per manufacturer's guidance in a readily accessible location on the Project.

9. Install sediment controls and other BMPs that must be placed prior to the initiation of Construction Activity.

C. During Construction.

1. Ensure all subcontractors understand and comply with the SWPPP and the CGP, and have signed a SWPPP Subcontractor Certification, Form 25D-105. Include SWPPP Subcontractor Certifications as an appendix to the SWPPP. Provide SWPPP information to utility companies. Coordinate with subcontractors and utility companies doing work in the Project Zone so BMPs, including temporary and permanent stabilization are installed, maintained, and protected from damage.

2. Provide on-going training to employees and subcontractors, on control measures at the site and applicable storm water pollution prevention procedures. Document on the SWPPP Training Log. Form 25D-125, the dates and attendees to these trainings. Include the SWPPP Training Log as an appendix to the SWPPP.

3. Notify the Engineer immediately if the actions of any utility company or subcontractor do not comply with the SWPPP and the CGP.

4. Comply with Section 00700 Articles 6.14 and 6.17. Do not install concrete washout containment within 100 feet of wetlands and/or other water bodies.

5. Place absorbent pads or other suitable containment under fill ports while fueling, and under equipment during maintenance or repairs. Install secondary containment under all stationary equipment that contains petroleum products.

6. Comply with requirements of the HMCP and SPCC Plan, and all local, state and federal regulations that pertain to the handling, storage, containment, cleanup, and disposal of petroleum products or other hazardous materials.

7. Keep the SWPPP current (refer to Paragraph 3.01 (C), SWPPP Considerations and Contents)

D. Pollutant and Hazardous Materials Reporting Requirements.

1. If there has been an incident of non-compliance with the CGP that may endanger health or the environment, immediately report the incident to ADEC according to the CGP, Appendix F. Notify the Engineer immediately and to the extent possible coordinate reports to ADEC with the Engineer. The report must include:

   a. A description of the noncompliance and its causes
   b. The exact dates and times of noncompliance
   c. If not yet corrected the anticipated time the project will be brought back into compliance
   d. The corrective action taken or planned to reduce, eliminate and prevent reoccurrence

2. Report spills of petroleum products or other hazardous materials to the Engineer and other agencies as required by law. Use the HMCP and SPCC Plan (if available) for contact information to report spills to regulatory agencies.

E. Corrective Action and Maintenance of BMPs.

1. Implement corrective action:

   a. If an incident of non-compliance with the SWPPP, or CGP is identified
   b. If an Inspection identifies the SWPPP or any part of the SWPPP is ineffective in preventing erosion, sedimentation or the discharge of pollutants
   c. If the Engineer determines the SWPPP or any part of the SWPPP is ineffective in preventing the erosion, sedimentation, or the discharge of pollutants
   d. If any BMP is damaged, undercut, or unable to effectively perform the intended function
   e. Before sediment or debris fills any BMP (including sediment traps, ponds and silt fences) to 50% of its design storage capacity (or manufacturer's specifications or SWPPP requirements, whichever is lower)
   f. Whenever there is a change in conditions, design, construction, operation, or maintenance that could result in erosion, sedimentation, or the discharge of pollutants

2. Implement corrective actions so that all of the following time requirements are satisfied:

   a. Corrective action is completed as soon as possible
   b. Corrective action is completed before the next storm event
   c. Corrective action is completed in time to protect water quality
   d. Corrective action is completed no later than the Complete-by-Date that was entered in an Inspection Report (see Paragraph 3.08 (C) for more information)

3. If a corrective action is not implemented within the time requirements of this section, document the situation in the SWPPP, notify the Engineer and implement alternative BMPs as soon as possible.

F. Stabilization.

1. Stabilization may be accomplished using temporary or permanent measures. Initiate stabilization of disturbed soils, erodible stockpiles, disposal sites, and of erodible aggregate layers so that all of the following conditions are satisfied:

   a. As soon as practicable
   b. As soon as necessary to avoid erosion, sedimentation, or the discharge of pollutants
   c. As identified in the SWPPP
   d. No later than 14 days after the temporary or permanent cessation of land-disturbing activities on a portion of the site, according to the CGP

2. Land may be disturbed and stabilized multiple times during a project. Coordinate work to minimize the amount of disturbed soil at any one time. Do not disturb more soil than you can stabilize with the resources available.

3. Temporarily stabilize from wind and water erosion portions of disturbed soils, portions of stockpiles, and portions of disposal sites, that are not in active construction. Temporary stabilization measures may require a combination of measures including but not limited to vegetative cover, mulch, stabilizing emulsions, blankets, mats, soil binders, non-erodible cover, dust palliatives, or other approved methods.

4. When temporary or permanent seeding is required, provide a working hydro seeding equipment located within 100 miles of the project by road; with 1,000 gallon or more tank capacity, paddle agitation of tank, and the capability to reach the seed areas with an uniform mixture of water, seed, mulch and tackifier. If the project is located in an isolated community the hydro-seeder must be located at the project.

5. Before applying temporary or permanent seeding, prepare the surface to be seeded to reduce erosion potential and to facilitate germination and growth of vegetative cover. Apply seed and maintain seeded areas. Reseed areas where growth of temporary vegetative cover is inadequate to stabilize disturbed ground.

6. Apply permanent seed according to Sections 618 and 724, within the time periods allowed, at locations where seeding is indicated on the plans and after land-disturbing activity is permanently ceased.

7. When installing a culvert or other drainage structure where stream bypass is not used, install temporary or permanent stabilization concurrently or immediately after placing the culvert or drainage structure in a manner that complies with the SWPPP, applicable project permits and prevents discharge of pollutants. Install temporary and permanent stabilization:

    a. At the culvert or drainage structure inlet and outlet
    b. In the areas upstream and downstream that may be disturbed by the process of installing the culvert, culvert end walls, culvert end sections, or drainage structure

8. Before deactivating a stream bypass or stream diversion used for construction of a bridge, culvert, or drainage structure, install permanent stabilization:

    a. At the inlet and outlet of the culvert, drainage structure, or bridge
    b. In the area upstream and downstream of the culvert, drainage structure, or bridge, that is disturbed during installation or construction of the culvert, drainage structure, or bridge
    c. Under the bridge

G. Ending CGP Coverage and BMP Maintenance.

1. The Engineer will determine the date that all the following conditions for ending CGP coverage have been met within the Project Zone:

    a. Land disturbing activities have ceased
    b. Final Stabilization has been achieved (including at Department furnished material sources, disposal sites, staging areas, equipment areas, etc.)
    c. Temporary BMPs have been removed

2. After the Engineer has determined the conditions for ending CGP coverage have been met, the Department will:

a. Send written notice to the Contractor with the date that the conditions were met
b. Submit an eNOT to ADEC
c. Provide a copy of the eNOT and ADEC's acknowledgement letter to the Contractor

3. The Contractor is responsible for ending permit coverage within the Project Zone, by submitting an eNOT to ADEC within 30 days of meeting the conditions for ending CGP coverage. The Contractor is responsible for BMP maintenance and SWPPP updates until permit coverage is ended.

4. If the Contractor's CGP eNOI acreage includes areas where the Department is not an Operator, the Contractor may not be able to file an eNOT at the same time as the Department. In this case, the Contractor must amend the SWPPP and separate SWPPP2(s), to indicate the Department's CGP coverage has ended, and the Department is no longer an Operator within the Project Zone.

5. The Contractor must indicate in the SWPPP the areas that have reached Final Stabilization, and the dates land disturbing activities ended and Final Stabilization was achieved. The Contractor must submit an eNOT to ADEC, and insert copies of the Department's and the Contractor's eNOTs with ADEC's acknowledgement letters in the appendix of the SWPPP.

6. The Contractor must submit a copy of each signed eNOT and ADEC's acknowledgement letter to the Department within 30 days of receiving them.

7. See Paragraph 1.04 (A) 5 for more information.

H. Transmit final SWPPP.

1. Transmit one copy of the final SWPPP, including all amendments and appendices, to the Engineer when the project eNOTs are filed, or within 30 days of the Department's eNOT being filed, whichever is sooner. Transmittal must be by both electronic and hard copy.

3.07 SWPPP DOCUMENTS, LOCATION ON-SITE AND RECORD RETENTION.

A. The SWPPP and related documents maintained by the Contractor are the Record for demonstrating compliance with the CGP and the Consent Decree. Copies of SWPPP documents transmitted to the Engineer under the requirements of this specification are informational and do not relieve the Contractor's responsibility to maintain complete records as required by the CGP and this specification.

B. Keep the approved SWPPP, HMCP and SPCC Plan at the on-site project office. If there is not an on-site project office, keep the documents at a locally available location that meets CGP requirements and is approved by the Engineer. Records may be moved to another office for record retention after the eNOTs are filed. Provide the Department with copies of all Records

C. Retain Records and a copy of the SWPPP, for at least three years after the date of eNOT. If EPA or ADEC inspects the project, issues a Notice of Violation (NOV), or begins investigation for a potential NOV before the retention period expires, retain the SWPPP and all Records related to the SWPPP and CGP until at least three years after EPA and/or ADEC has determined all issues related to the investigation are settled.

3.08 SWPPP INSPECTIONS, AMENDMENTS, REPORTS, AND LOGS.

A. Perform Inspections, prepare Inspection Reports, and prepare SWPPP Amendments in compliance with the SWPPP and the CGP. Update SWPPP Corrective Action Log, SWPPP Amendment Log, SWPPP Grading and Stabilization Activities Log, and SWPPP Daily Record of Rainfall forms. For active projects update the Records daily.

B. Inspection during Construction.

1. Conduct Inspections according to the schedule and requirements of the SWPPP and CGP.

2. Inspections required by the CGP and SWPPP must be performed by the Contractor's SWPPP Manager and the Department's stormwater inspector jointly, unless impracticable. For this paragraph, "impracticable" means when both inspectors must fly to a remote area in the winter or when one inspector is sick or unable to travel to the site due to weather. When this is the case, the Operator who conducts the Inspection must provide a copy of the Inspection Report to the other Operator within three days of the Inspection date and document the date of the report transmittal.

C. Inspection Reports.

1. Use only the DOT&PF SWPPP Construction Site Inspection Report, Form 25D-100 to record Inspections. Changes or revisions to Form 25D-100 are not permitted; except for adding or deleting data fields that list: Location of Discharge Points, and Site Specific BMPs. Complete all fields included on the Inspection Report form; do not leave any field blank.

2. Unless otherwise directed by the Engineer, insert a Complete-by-Date for each corrective action listed that is (1) a date that complies with the time requirements listed in Paragraph 3.06 (E), or (2) six calendar days after the date of the Inspection, whichever is sooner. Provide a copy of the completed, unsigned Inspection Report to the Engineer by noon of the day after inspection.

3. The Superintendent must review, correct errors, and sign and certify the Inspection Report, within three days of the date of Inspection. The Engineer may coordinate with the Superintendent to review and correct any errors or omissions before the Superintendent signs the report. Corrections are limited to adding missing information or correcting entries to match field notes and conditions present at the time the Inspection was performed. Deliver the signed and certified Inspection Report to the Engineer on the same day the Superintendent signs it.

4. The Engineer will sign and certify the Inspection Report and will return the original to the Contractor within three working days.

5. The Engineer may make corrections after the Superintendent has signed and certified the Inspection Report. The Engineer will initial and date each correction. If the Engineer makes corrections, the Superintendent must recertify the Inspection Report by entering a new signature and date in the white space below the original signature and date lines. Send a copy of the recertified Inspection Report to the Engineer on the day it is recertified.

6. If subsequent corrections to the certified Inspection Report are needed, document the corrections in an addendum that addresses only the omitted or erroneous portions of the original Inspection Report. The Superintendent and the Engineer must both sign and certify the addendum.

D. Inspection before Seasonal Suspension of Work.

1. Conduct an Inspection before seasonal suspension of work to confirm BMPs are installed and functioning according to the requirements of the SWPPP and CGP.

E. Reduced Inspection Frequencies.

1. Conduct Inspections according to the inspection schedule indicated in the approved SWPPP. Any change in inspection frequency must be approved by the Engineer, and beginning and ending dates documented as an amendment to the SWPPP.

2. Inspection frequency during winter work or seasonal suspension of work may be reduced to at least one Inspection every month if approved by the Engineer and one of the following requirements is met:

   a. The entire site is temporarily stabilized;
   b. Runoff is unlikely due to winter conditions (e.g. the site is covered with snow, ice or the ground is frozen, and water flow or seepage is not likely to occur); or
   c. Construction is occurring during seasonal arid periods in arid areas and semi-arid areas

3. The Engineer may waive winter monthly Inspection requirements until one month before thawing conditions are expected to result in a discharge, if all the following requirements are met:

   a. Frozen conditions are anticipated to continue for more than one month
   b. Land disturbance activities have been suspended

4. The Engineer may waive requirements for updating the Grading and Stabilization Activities Log and Daily Record of Rainfall during seasonal suspension of work. If so, resume collecting and recording weather data on the Daily Record of Rainfall form one month before thawing conditions are expected to result in runoff. Resume recording land disturbance and stabilization activities on the Grading and Stabilization Activities Log when Construction Activity resumes.

F. Stabilization before Seasonal Thaw.

1. Construction Activities within the Project Zone must be stabilized with appropriate BMPs prior to seasonal thaw. Seasonal thaw is the annual (first) recurrence of snow and ice melting after a prolonged period of freezing conditions.

G. Inspection before Project Completion.

1. Conduct Inspection to ensure Final Stabilization is complete throughout the Project, and temporary BMPs that are required to be removed are removed. Temporary BMPs that are biodegradable and are specifically designed and installed with the intent of remaining in place until they degrade, may remain in place after project completion.

H. Items and Areas to Inspect.

1. Conduct Inspections of the areas required by the CGP and SWPPP.

I. SWPPP Amendments and SWPPP Amendment Log.

1. The Superintendent and the SWPPP Manager are the only persons authorized to amend the SWPPP and update the SWPPP Amendment Log, Form 25D-114. The Superintendent or the SWPPP Manager must sign and date amendments to the SWPPP and updates to the SWPPP Amendment Log.

2. SWPPP Amendments must be approved by the Engineer.

3. Amendments must occur:

   a. Whenever there is a change in design, construction operation, or maintenance at the construction site that has or could cause erosion, sedimentation or the discharge of pollutants that has not been previously addressed in the SWPPP
   b. If an Inspection identifies that any portion of the SWPPP is ineffective in preventing erosion, sedimentation, or the discharge of pollutants
   c. Whenever an Inspection identifies a problem that requires additional or modified BMPs
   d. Whenever a BMP is modified during construction, or a BMP not shown in the original SWPPP is added
   e. If the Inspection frequency is modified (note beginning and ending dates)
   f. When there is a change in personnel who are named in the SWPPP, according to Paragraph 3.01 (D)

4. Do not record removal of BMPs as amendments to the SWPPP. See Paragraph 3.08 (J) for documenting removal of BMPs.

5. Amend the SWPPP narrative as soon as practicable after any change or modification, but in no case, later than seven days following identification of the need for an amendment. Every SWPPP Amendment must be signed and dated. Cross-reference the amendment number with the Corrective Action Log or SWPPP page number, as applicable. When a BMP is modified or added, describe the BMP according to Paragraph 3.01 (C).

6. Keep the SWPPP Amendment Log current. Prior to performing each scheduled Inspection, submit to the Engineer a copy of the pages of the Amendment Log that contain new entries since the last submittal. Include copies of any documents amending the SWPPP.

7. Keep the SWPPP Amendment Log as an appendix to the SWPPP.

J. Site Maps.

1. Document installation and removal of BMPs by making notes on the SWPPP Site Maps. Include the date and the recording person's initials by these notes. Identify areas where Construction Activities begin, areas where Construction Activities temporarily or permanently cease, and areas that are temporarily or permanently stabilized.

K. Corrective Action Log.

1. The Superintendent and SWPPP Manager are the only persons authorized to make entries on the SWPPP Corrective Action Log, Form 25D-112.

2. Modification or replacement of a BMP, installation of a new BMP not shown in the original SWPPP, or overdue maintenance (after a sediment trap exceeds 50% of design capacity) is a corrective action and must be documented on the Corrective Action Log. Do not record removal of BMPs on the Corrective Action Log.

3. After each Inspection Report has been signed and certified, update the corrective action log to include all corrective actions noted on the Inspection Report.

4. After the corrective action has been accomplished, note the action taken, and date and initial the entry.

5. Keep the Corrective Action Log current and submit a copy to the Engineer prior to performing each scheduled SWPPP Inspection.

6. Keep the Corrective Action Log as an appendix to the SWPPP.

L. Grading and Stabilization Activities Log.

1. The Superintendent and SWPPP Manager are the only persons authorized to date and initial entries on the SWPPP Grading and Stabilization Activities Log, Form 25D-110. Use the SWPPP Grading and Stabilization Activities Log, to record land disturbance and stabilization activities.

2. Keep the Grading and Stabilization Activities Log current and submit a copy to the Engineer prior to performing each scheduled SWPPP Inspection.

3. Keep the Grading and Stabilization Activities Log as an appendix to the SWPPP.

M. Daily Record of Rainfall.

1. Use SWPPP Daily Record of Rainfall, Form 25D-115, to record weather conditions at the Project. Update the form daily and include the initials of the person recording each day's entry. Submit a copy to the Engineer prior to performing each scheduled Inspection. Keep the Daily Record of Rainfall as an appendix to the SWPPP.

3.09 FAILURE TO PERFORM WORK.

A. The Engineer has authority to suspend work and withhold monies, for an incident of non-compliance with the CGP, Consent Decree or SWPPP, that may endanger health or the environment. If the suspension is to protect workers, the public, or the environment from imminent harm, the Engineer may orally order the suspension of work. Following an oral order of suspension, the Engineer will promptly give written notice of suspension. In other circumstances, the Engineer will give the Contractor written notice of suspension before suspension of work. A notice of suspension will state the defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

1. Suspend the work until corrective action is completed;
2. Withhold monies due the Contractor until corrective action is completed;
3. Assess damages or equitable adjustments against the Contract Amount; and
4. Employ others to perform the corrective action and deduct the cost from the Contract amount.

B. Reasons for the Engineer to take action under this section include, but are not limited to, the Contractor's failure to:

1. Obtain appropriate permits before Construction Activities occur
2. Perform SWPPP Administration
3. Perform timely Inspections
4. Update the SWPPP
5. Transmit updated SWPPP, Inspection Reports, and other updated SWPPP forms to the Engineer
6. Maintain effective BMPs to control erosion, sedimentation, and pollution in accordance with the SWPPP, the CGP, and applicable local, state, and federal requirements
7. Perform duties according to the requirements of this Section 01 57 10
8. Meet requirements of the CGP, SWPPP, or other permits, laws, and regulations related to erosion, sediment, or pollution control

C. No additional Contract time or additional compensation will be allowed due to delays caused by the Engineer's suspension of work under this section.

3.10 LIQUIDATED DAMAGES FOR VIOLATING TERMS OF THE CGP

Liquidated Damages assessed according to Table 01 57 10 Version B are not an adjustment to the Contract amount. These damages charges are related to Contract performance but are billed by the Department independent of the Contract amount. An amount equal to the Liquidated Damages may be withheld as retainage from payment due under the Contract, until the Contractor remits payment for billed Liquidated Damages.

TABLE 01 57 10 Version B
EROSION, SEDIMENT AND POLLUTION CONTROL – LIQUIDATED DAMAGES

Code	Specification Subsection Number and Description	Deductable Amount in Dollars	Cumulative Deductable Amounts in Dollars
A	01 57 10 1.05 Failure to have a qualified (AK-CESCL or equivalent) Superintendent or SWPPP Manager	Calculated in Code B or F	
B	Failure to meet SWPPP requirements of: (1) 01 57 10 3.01 (A) Name of SWPPP Preparer and Date of Pre-Construction Inspection (2) Not Applicable (3) 01 57 10 3.08 (I) Sign and Date	$750 per omission	

	SWPPP amendments with qualified person. 01 57 10 3.01 (D) SWPPP Include approving person's name and AK-CESCL expiration date. (4) 01 57 10 3.07 Records maintained at project and made available for review		
C	01 57 10 3.01 (C) and 01 57 10 3.08(I) Failure to either reference a BMP manual or publication, or state that no BMP manual or publication was used	$250 per omission	
D	01 57 10 3.08 (F) Failure to stabilize a Project prior to Seasonal Thaw	$5,000 per Project per year	
E	01 57 10 3.01 (A) Failure to conduct pre-construction inspections before Construction Activities	$2,000 per Project	
F	01 57 10 3.08. Failure to conduct and record CGP Inspections 01 57 10 3.08 (B) Personnel conducting Inspections and Frequency 01 57 10 3.08 (C) Inspection Reports, use Form 25D-100, completed with all required information according to the Consent Decree paragraph 7.c, parts (1) through (11)	$750 per Inspection	
G	01 57 10 3.06 (E) Failure to timely accomplish BMP maintenance and/or repairs, In effect until BMP maintenance and/or repairs is completed.	$500 per Project per day	Not to exceed $250,000 per year for all projects
H	01 57 10 3.06 (D) Failure to provide to the Engineer and ADEC a timely oral endangerment report of violations or for a deficient oral endangerment report	$750 for the first day the report is late or deficient	Additional $750 for every 14 day period without the required information
I	01 57 10 3.06 (D) Failure to provide to the Engineer and ADEC a timely written endangerment report of violations or for a deficient written endangerment report	$750 for the first day the report is late or deficient	Additional $750 for every 14 day period without the required information

END OF SECTION

State of Alaska Department of Transportation & Public Facilities
Statewide Design & Engineering Services

PROJECT NAME:_____AKSAS#: _____ Invoice Date: _____

COMPANY NAME: _____State Vendor No. _____

FINANCIAL CODING _____ Amount this Bill $_____

TABLE 01 57 10 Ver B
EROSION, SEDIMENT AND POLLUTION CONTROL – LIQUIDATED DAMAGES

Code	Description	Deductable Amount in Dollars	Cumulative Deductable Amounts in Dollars	Date(s) of Occurrence	Subtotal in Dollars
A	01 57 10-1.05-C Failure to have a qualified (AK-CESCL or equivalent) Superintendent or SWPPP Manager	Calculated in Code B or F			0.00
B	Failure to meet SWPPP requirements of: (1) 01 57 10-3.01-A Name of SWPPP Preparer (2) 01 57 10-3.01-D Date of Pre-Construction Inspection (3) Not Applicable (4) 01 57 10-3.06-L.1 Sign and Date SWPPP amendments with qualified person. 01 57 10-1.05-A SWPPP Include approving person's name and AK-CESCL expiration date. (4) 01 57 10-3.05-A Records maintained at project and made available for review	$750 per omission			0.00
C	01 57 10-3.01-E Failure to either reference a BMP manual or publication, or state that no BMP manual or publication was used	$250 per omission			0.00
D	01 57 10-3.01-E and 01 57 10-3.06-C Failure to stabilize a Project prior to Seasonal Thaw	$5,000 per Project per year			0.00
E	01 57 10-3.01-D & 01 57 10-3.06-B Failure to conduct pre-construction inspections before	$2,000 per Project			0.00

	Construction Activities				
F	01 57 10-3.06. Failure to conduct and record CGP Inspections 01 57 10-3.06-A Personnel conducting Inspections and Frequency 01 57 10-3.06-J Inspection Reports, use Form 25D-100, completed with all required information according to the Consent Decree paragraph 7.c, parts (1) through (11)	$750 per Inspection			0.00
G	01 57 10-3.06-F Failure to timely accomplish BMP maintenance and/or repairs, In effect until BMP maintenance and/or repairs is completed.	$500 per Project per day			0.00
H	01 57 10-3.04-E.3 Failure to provide to the Engineer and ADEC a timely oral endangerment report of violations or for a deficient oral endangerment report	$750 for the first day the report is late or deficient	Additional $750 for every 14 day period without the required information		0.00
I	01 57 10-3.04-E.3 Failure to provide to the Engineer and ADEC a timely written endangerment report of violations or for a deficient written endangerment report	$750 for the first day the report is late or deficient	Additional $750 for every 14 day period without the required information		0.00
Subtotal					0.00

Comments:

Calculating Person's Signature _____ Date _____

Printed Name _____ Printed Department Position _____

Project Engineer's Signature _____ Date _____

Printed Name:_____ Printed Department Position _____

Regional Approving Person Signature _____ Date _____

Printed Name _____ Printed Department Position _____

Notes:

- Regional Approving Person is the Construction Engineer or delegate at the Project Manager/Group Chief level. Document approval procedure and signature authority in regional files.
- Route completed form to Regional Fiscal Office Attn: Accounts Receivable.
- Invoices will be processed by Regional Accounts Receivable in coordination with D&ES Administrative Officer.
- Financial Coding to be: Collocation Code**: 25873843** - Ledger Code - 22511 (Account Code).
- Further guidance is by CE Directive.

SECTION 01 57 21
INDOOR AIR QUALITY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Construction procedures to promote adequate indoor air quality after construction.

B. Building flush-out after construction and before occupancy.

C. Testing indoor air quality after completion of construction.

1.02 PROJECT GOALS

A. Dust and Airborne Particulates: Prevent deposition of dust and other particulates in HVAC ducts and equipment.
   1. Cleaning of ductwork is not contemplated under this Contract.
   2. Contractor shall bear the cost of cleaning required due to failure to protect ducts and equipment from construction dust.
   3. Establish condition of existing ducts and equipment prior to start of alterations.

B. Airborne Contaminants: Procedures and products have been specified to minimize indoor air pollutants.
   1. Furnish products meeting the specifications.
   2. Avoid construction practices that could result in contamination of installed products leading to indoor air pollution.

1.03 REFERENCE STANDARDS

A. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size; 2007.

B. ASHRAE Std 62.1 - Ventilation For Acceptable Indoor Air Quality; 2010.

C. SMACNA (OCC) - IAQ Guideline for Occupied Buildings Under Construction; 2007.

1.04 DEFINITIONS

A. Adsorptive Materials: Gypsum board, acoustical ceiling tile and panels, carpet and carpet tile, fabrics, fibrous insulation, and other similar products.

B. Contaminants: Gases, vapors, regulated pollutants, airborne mold and mildew, and the like, as specified.

C. Particulates: Dust, dirt, and other airborne solid matter.

D. Wet Work: Concrete, plaster, coatings, and other products that emit water vapor or volatile organic compounds during installation, drying, or curing.

PART 2 PRODUCTS

2.01 MATERIALS

A. Auxiliary Air Filters: MERV of 8, minimum, when tested in accordance with ASHRAE 52.2.

PART 3 EXECUTION

3.01 CONSTRUCTION PROCEDURES

A. Prevent the absorption of moisture and humidity by adsorptive materials by:
   1. Sequencing the delivery of such materials so that they are not present in the building until wet work is completed and dry.
   2. Delivery and storage of such materials in fully sealed moisture-impermeable packaging.
   3. Provide sufficient ventilation for drying within reasonable time frame.

B. If extremely dusty or dirty work must be conducted inside the building, shut down HVAC systems for the duration; remove dust and dirt completely before restarting systems.

C. When working in a portion of an occupied building, prevent movement of air from construction area to occupied area.

D. HVAC equipment and supply air ductwork may be used for ventilation during construction:
   1. Ensure that air filters are correctly installed prior to starting use; replace filters when they lose efficiency.
   2. Do not use return air ductwork for ventilation unless absolutely necessary.
   3. Where return air ducts must be used for ventilation, install auxiliary filters at return inlets, sealed to ducts; use filters with at least the equivalent efficiency as those required at supply air side; inspect and replace filters when they lose efficiency.

E. Do not store construction materials or waste in mechanical or electrical rooms.

F. Prior to use of return air ductwork without intake filters clean up and remove dust and debris generated by construction activities.
   1. Inspect duct intakes, return air grilles, and terminal units for dust.
   2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
   3. Clean tops of doors and frames.
   4. Clean mechanical and electrical rooms, including tops of pipes, ducts, and conduit, equipment, and supports.
   5. Clean return plenums of air handling units.
   6. Remove intake filters last, after cleaning is complete.

G. Do not perform dusty or dirty work after starting use of return air ducts without intake filters.

H. Use other relevant recommendations of SMACNA IAQ Guideline for Occupied Buildings Under Construction for avoiding unnecessary contamination due to construction procedures.

3.02 BUILDING FLUSH-OUT

A. Contractor's Option: Either full continuous flush-out OR satisfactory air contaminant testing is required, not both.

B. Perform building flush-out before occupancy.

C. Do not start flush-out until:
   1. All construction is complete.
   2. HVAC systems have been tested, adjusted, and balanced for proper operation.
   3. Inspection of inside of return air ducts and terminal units confirms that cleaning is not necessary.
   4. New HVAC filtration media have been installed.

D. Building Flush-Out: Operate all ventilation systems at normal flow rates with 100 percent outside air until a total air volume of 14,000 cubic feet per square foot of floor area has been supplied.
   1. Obtain Department's concurrence that construction is complete enough before beginning flush-out.
   2. Maintain interior temperature of at least 60 degrees F and interior relative humidity no higher than 60 percent.
   3. If additional construction involving materials that produce particulates or any of the specified contaminants is conducted during flush-out, start flush-out over.
   4. If interior spaces must be occupied prior to completion of the flush-out, supply a minimum of 25 percent of the total air volume prior to occupancy, and:
      a. Begin ventilation at least three hours prior to daily occupancy.
      b. Continue ventilation during all occupied periods.
      c. Provide minimum outside air volume of 0.30 cfm per square foot or design minimum outside air rate, whichever is greater.

E. Install new HVAC filtration media after completion of flush-out and before occupancy or further testing.

3.03 AIR CONTAMINANT TESTING

A. Contractor's Option: Either full continuous flush-out OR satisfactory air contaminant testing is required, not both.

B. Perform air contaminant testing before occupancy.

C. Do not start air contaminant testing until:
   1. All construction is complete, including interior finishes.
   2. HVAC systems have been tested, adjusted, and balanced for proper operation.
   3. New HVAC filtration media have been installed.

D. Indoor Air Samples: Collect from spaces representative of occupied areas:
   1. Collect samples while operable windows and exterior doors are closed, HVAC system is running normally as if occupied, with design minimum outdoor air, but with the building unoccupied.
   2. Collect samples from spaces in each contiguous floor area in each air handler zone, but not less than one sample per 25,000 square feet; take samples from areas having the least ventilation and those having the greatest presumed source strength.
   3. Collect samples from height from 36 inches to 72 inches above floor.
   4. Collect samples from same locations on 3 consecutive days during normal business hours; average the results of each set of 3 samples.
   5. Exception: Areas with normal very high outside air ventilation rates, such as laboratories, do not need to be tested.
   6. When retesting the same building areas, take samples from at least the same locations as in first test.

E. Outdoor Air Samples: Collect samples at outside air intake of each air handler at the same time as indoor samples are taken.

F. Analyze air samples and submit report.

G. Air Contaminant Concentration Determination and Limits:
   1. Carbon Monoxide: Not more than 9 parts per million and not more than 2 parts per million higher than outdoor air.
   2. Airborne Mold and Mildew: Measure in relation to outside air ; not higher than outside air.
   3. Formaldehyde: Not more than 50 parts per billion.
   4. Formaldehyde: Measure in micrograms per cubic meter, in relation to outside air ; not more than 20 micrograms per cubic meter higher than outside air.
   5. Total Volatile Organic Compounds (TVOC): Not more than 500 micrograms per cubic meter.
   6. Total Volatile Organic Compounds (TVOC): Measure in micrograms per cubic meter, in relation to outside air ; not more than 200 micrograms per cubic meter higher than outside air.
   7. Particulates (PM10): Not more than 50 micrograms per cubic meter.
   8. Total Particulates (PM): Measure in micrograms per cubic meter, in relation to outside air ; not more than 20 micrograms per cubic meter higher than outside air.

END OF SECTION

SECTION 01 60 00 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Document 00700 – General Conditions.

C. Section 01 42 19 - Reference Standards.

D. Section 01 32 19 – Submittals Schedule.

E. Section 01 33 00 - Submittal Procedures.

F. Section 01 43 00 - Quality Assurance

G. Section 01 45 00 – Quality Control

H. Section 01 60 00A – Substitution Request Form

1.02 TRANSPORTATION AND HANDLING

A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.

C. Immediately on delivery, inspect shipment to assure:

1. Product complies with requirements of Contract Documents and reviewed submittals.
2. Quantities are correct.
3. Accessories and installation hardware are correct.
4. Containers and packages are intact and labels legible.
5. Products are protected and undamaged.

1.03 STORAGE AND PROTECTION

A. Handle and store materials for construction, products of demolition, and other items to avoid damage to existing buildings, and infrastructure. All materials stored or staged on the roof shall be properly covered and anchored to prevent materials from being blown off the roof. Do not overload the structure.

B. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.

C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.

D. Store loose granular materials on solid surfaces in a well- drained area; prevent mixing with foreign matter. Cover such material to prevent material from being blown onto the apron.

E. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.

1.04 SUBSTITUTIONS

A. Substitutions shall be allowed during the Bidding period only if Document 00100, Information to Bidders, designates a time for submitting requests for substitutions under requirements specified in this Section.

B. **Only one request for substitution will be considered for each product** from each Prime Bidder/CONTRACTOR. When substitution is not accepted, Prime Bidder/CONTRACTOR shall provide specified product.

C. DEPARTMENT will consider requests for Substitutions only within 90 days after date established in Notice to Proceed.

D. Substitutions may be considered when a Product becomes unavailable through no fault of the CONTRACTOR.

E. Document each request with complete data substantiating compatibility of proposed Substitution with Contract Documents.

I. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

1.05 SUBSTITUTION SUBMITTAL PROCEDURE:

A. Submit four copies of Request for Substitution for consideration on Substitution Request form provided by DEPARTMENT (Section 01 60 00-A). Limit each request to one proposed Substitution.

B. Submit certification signed by the CONTRACTOR: that the CONTRACTOR:

1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product. List similar projects using proposed product, dates of installation and user telephone number.

2. Will provide a similar warranty for the Substitution as for the specified Product.
3. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional cost to DEPARTMENT.
4. Waives claims for additional costs or time extension, which may subsequently become apparent from indirect costs.
5. Will reimburse Department for review or redesign services associated with re-approval by Authorities.

C. Submit shop drawings, manufacturers' product data, and certified test results attesting to the proposed Product equivalence and variations between substitute and specified product. The burden of proof is on proposer.

D. The DEPARTMENT will notify CONTRACTOR in writing of decision to accept or reject request.

PART 2 PRODUCTS

2.01 PRODUCTS

A. Products include material, equipment, and systems.

B. Comply with Specifications and referenced standards as minimum requirements.

C. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.

D. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

2.02 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers followed by the term "No Substitutions": use only specified manufacturers, no substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not specifically named that meets the description specifications of the named manufacturers.

PART 3 EXECUTION

Not Used

END OF SECTION

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STATE OF ALASKA DOT & PF STATEWIDE PUBLIC FACILITIES	SUBSTITUTION REQUEST FORM (after Award)	

Project: Statewide Library Archives Museum Project No.:68816

Contractor:

Specified item for which substitution is requested:
(reference specification section and paragraph)

The following product is submitted for substitution:
(describe proposed substitution and differences from specified item; attach complete technical, performance, and test data; state whether substitution affects dimensions and functional clearances shown on drawings or affects other trades, and include complete information for changes to drawings and/or specifications which proposed substitution will require for its proper installation.)

I certify the following:

Yes	No	
❑	❑	The substitute will perform adequately and achieve the results called for by the general design.
❑	❑	The substitute is similar, of equal substance, suited to the same use, and will provide the same warranty as the product specified.
❑	❑	An equivalent source of replacement parts is available.
❑	❑	The evaluation and approval of the proposed substitute will not delay the Substantial or Final Completion of the project.
❑	❑	Any change in the design necessitated by the proposed substitution will not delay the Substantial or Final Completion of the project.
❑	❑	The cost of any change in the design necessitated by the proposed substitution, including engineering and detailing costs, and construction costs caused by the substitution will be paid by the contractor at no cost to the State.
❑	❑	The cost of any license fee or royalty necessitated by the proposed substitution will be paid by the contractor at no cost to the State.

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Signed: _____ Date: _____
Authorized Contractor Signature

Architect/Engineer Recommendation:

❑ Accepted ❑ Accepted as Noted ❑ Not Accepted ❑ Received Too Late

Remarks:

Signed: _____ Date: _____
Architect/Engineer

Recommend Acceptance / Rejection _____ Date: _____
(circle one) Resident Engineer

❑ Accepted
❑ Rejected _____ Date: _____
Project Manager

SECTION 01 71 13 - MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Section 01 11 13 – Summary of Work

B. Section 01 29 73 – Schedule of Values

C. Section 01 51 00 – Construction Facilities

D. Section 01 52 13 – Field Office and Sheds

1.02 DEFINITIONS

A. MOBILIZATION AND DEMOBILIZATION includes CONTRACTOR's work to prepare Site for Work under Contract and to marshal workers, materials and equipment, and those of subcontractors to accomplish Contract Work.

B. MOBILIZATION AND DEMOBILIZATION includes MOBILIZATION AND DEMOBILIZATION of all construction equipment, materials, suppliers, appurtenances, and the like, staffed and ready for commencing and prosecuting the Work, and the subsequent MOBILIZATION AND DEMOBILIZATION and removal from the site of said equipment, appurtenances, and the like upon completion of the Work.

C. MOBILIZATION AND DEMOBILIZATION also includes assembly and delivery to the site of plant, equipment, materials, and supplies necessary for the prosecuting of work which are not intended to be incorporated in the work; the clearing of and preparation of the CONTRACTOR's work area; the complete assembly, in working order, of equipment necessary to perform the required work; personnel services preparatory to commencing actual work; all other preparatory work required to permit commencement of the actual work on construction items for which payment is provided under the Contract.

1.03 REQUIREMENTS

A. Haul routes, staging areas, and security guard and flagger positions will be designated and/or subject to approval by DEPARTMENT, who will coordinate with CONTRACTOR to determine requirements and locations.

B. Cooperate with DEPARTMENT in allocation and use of MOBILIZATION AND DEMOBILIZATION areas of Site, field offices and sheds, materials storage, traffic, and parking facilities.

C. During construction, coordinate use of Site and facilities through DEPARTMENT.

D. Comply with DEPARTMENT'S procedures of contract communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

E. Comply with instructions of DEPARTMENT for use of utilities and construction facilities.

F. Coordinate field engineering and layout Work under instructions of DEPARTMENT.

G. Walk through Site with DEPARTMENT prior to start of Work.

1.04 SUBMITTALS

A. Refer to Section 01 32 19, 01 33 00 - Submittals Schedule, Submittal Procedure, for submittal requirements.

B. If requested by DEPARTMENT, submit a plan of the proposed layout of the construction site, including fences, roads, parking, buildings, staging, and storage areas, within seven (7) days after Notice to Proceed.

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 DELIVERY: Delivery to the jobsite of construction tools, equipment, materials, and supplies shall be accomplished in conformance with local governing ordinances and regulations and the requirements of the Contract Documents.

3.02 DEMOBILIZATION AND DEMOBILIZATION: Upon completion of the Work, remove construction tools, apparatus, equipment, unused materials and supplies, plant, and personnel from the jobsite.

3.03 MEASUREMENT: MOBILIZATION AND DEMOBILIZATION will be measured for payment as a lump sum value on the Schedule of Values, acceptably performed.

END OF SECTION

SECTION 01 71 23 - FIELD ENGINEERING

PART 1 - GENERAL

1.01 PERFORMANCE REQUIREMENTS:

A. The CONTRACTOR shall conduct pre-construction inspection and documentation surveys, accompanied by a representative of the DEPARTMENT, prior to start of work.

1.02 RELATED REQUIREMENTS

A. Document 00700 - General Conditions: Basic requirements.

B. Section 01 11 13 - Summary of Work, Work sequence, Use of premises, and Using Agency occupancy.

C. Section 01 32 19, 01 33 00 – Submittal Schedule, Submittal Procedures

D. Section 01 51 00 – Construction Facilities

E. Section 01 73 00 – Execution Requirements.

1.03 QUALITY CONTROL

A. Land Surveyor: Registered in the State of Alaska, and acceptable to DEPARTMENT.

B. Professional Engineer: Registered Professional Engineer of the discipline required elsewhere in the Contract Documents for specific service on Project, licensed in the State of Alaska.

C. DEPARTMENT reserves the right to field verify all survey data provided by the CONTRACTOR.

1.04 SUBMITTALS

A. Submit name, address, and telephone number of Surveyor/ Engineer before starting survey Work.

B. Submit survey notes as required by Sections 00700 and 00800.

C. On request, submit documentation verifying accuracy of survey Work.

1. Submit certificate signed by CONTRACTOR's Surveyor and Engineer, certifying that elevations and locations of improvements constructed under this contract are in conformance, or non-conformance, with Contract Documents.

D. Submit two copies of each survey or inspection report. The DEPARTMENT will retain both copies.

1.05 SURVEY RECORD DOCUMENTS

A. Maintain complete, accurate log of control and survey Work as it progresses.

B. On completion of foundation walls, buried utilities, and major site improvements, prepare a certified survey showing dimensions, locations, angles, and elevations of Work completed to permanent surface features, sufficient to develop a certified as-built plot plan and to obtain a certificate of occupancy from the Authority Having Jurisdiction.

C. Submit record documents under provisions of Section 01 78 39 – Project Record Documents.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 INSPECTION

A. Verify locations of survey control points prior to starting Work. Promptly notify DEPARTMENT of any discrepancies discovered.

3.02 SURVEY REFERENCE POINTS

A. Protect survey control points prior to starting site Work; preserve permanent reference points during construction. Make no changes without prior written notice to DEPARTMENT.

B. Promptly report to DEPARTMENT the loss or destruction of any reference point or relocation required because of changes in grades or other reasons. Replace dislocated survey control points based on original survey control.

3.03 SURVEY REQUIREMENTS

A. Establish a minimum of one permanent bench mark on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.

B. Establish lines and levels, locate and lay out by instrumentation and similar appropriate means:

1. Site improvements, including pavements; stakes for grading, fill and topsoil replacement; and utility locations, slopes, invert elevations, switch cabinets, etc.

2. Grid or axis for structures.

3. Building foundation, column locations, and ground floor elevations.

C. Periodically verify layouts by same means.

D. The CONTRACTOR shall obtain all field measurements for the accurate fabrication and installation of the work included in the Contract. Exact measurements are the CONTRACTOR's responsibility.

E. The CONTRACTOR shall furnish or obtain templates, patterns, and installation instructions as required for the installation of work. All dimensions shall be verified in the field.

F. Establish and maintain records of all existing and new utility locations.

3.04 SURVEYING ACCURACY AND TOLERANCES

A. Control Traverse surveys, computations and staking of the building grid control points shall be performed to the Third Order, Class I traverse surveys (1:10,000) as specified in the "Standards and Specifications for Geodetic Control Surveys," Federal Geodetic Control Committee.

B. Vertical Accuracy requirements for building foundations will meet the Survey Accuracy

Requirements for Bridges as defined in "Construction Surveying Requirements," State of Alaska Department of Transportation and Public Facilities.

C. All other construction survey will be performed in accordance with "Construction Surveying Requirements".

3.05 DEPARTMENT AS-BUILT SURVEY

A. Department completed a boundary survey as part of the project. Survey will be made available to CONTRACTOR in cad and/or hard copy upon request.

END OF SECTION

SECTION 01 72 00 – UTILITIES COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Section 00700 – General Conditions
B. Section 01 11 13 – Summary of Work
C. Section 01 31 14 – Work Coordination
D. Section 22 11 13 – Water Pipe
E. Section 22 13 13 – Sanitary Sewer Pipe
F. Section 22 13 14 – Sanitary Sewer Manholes and Cleanouts
G. Division 26 - Electrical Specification Sections

1.02 UTILITIES PROVIDED BY OTHERS

A. The DEPARTMENT will provide permanent utilities listed in this section under separate agreements with utility companies. The CONTRACTOR shall coordinate with the DEPARTMENT to obtain utilities provided by others.

B. Utilities to be provided by the DEPARTMENT are described below.

1. Telecommunications Utilities: Under utility agreements with the DEPARTMENT, ACS and GCI will install telecommunications service to the facility.

   The CONTRACTOR shall notify ACS and GCI, with a copy to the DEPARTMENT, a minimum of thirty (30) calendar days before the site is ready for ACS and GCI to begin work. ACS and GCI will require a minimum of fifteen (15) calendar days to complete the installation activities.

2. Primary, Secondary Electrical Utilities and other services at the site: Alaska Electric Light and Power, (AELP) owns and operates existing underground primary and secondary electrical systems near the project limits. Under utility agreement with the DEPARTMENT, AELP will provide primary power to the facility.

   AELP will require a minimum of thirty (30) calendar days notice from the DEPARTMENT when the site is ready for AELP's contractor to begin construction. A minimum of thirty (30) calendar days for each phase of work will be required to complete the installation and energizing of the electrical facilities.

   Coordinate phases (2a and 2b) with AELP so that the installation may be timed with the Contractor's Work and progression of phased site activities. Expect 2 separate mobilizations for AEL&P.

1.03 UTILITIES PROVIDED BY CONTRACTOR

A. The CONTRACTOR shall provide permanent utilities listed in this section and as shown in the contract documents.

B. Utilities to be provided by the CONTRACTOR are described below.

1. Water and Sewer Utilities: City and Borough of Juneau Water & Wastewater Utilities (CBJ): Owns and operates Water and Sanitary sewer systems near the project limits, as shown on the plans. The CONTRACTOR shall provide water and sewer utilities for the

project, as shown on the plans, and in accordance with CBJ permits provided by the DEPARTMENT. The DEPARTMENT shall pay CBJ main line extension, private and public water and sewer development fees necessary to obtain CBJ approval to construct. The CONTRACTOR shall pay all water and sewer connection and inspection, and water usage fees until the project is complete and accepted by the DEPARTMENT in accordance with section 00700 13.10, at which time the accounts will be transferred to the STATE OF ALASKA DEPARTMENT OF EDUCATION & EARLY DEVELOPMENT.

2. Temporary Electrical Service. Contractor may use existing electrical service that services the existing Alaska State Museum for initial operations. It is anticipated that the primary service described in 1.02B of this section will not be available for use until after phases 2a and 2b are complete. Coordinate any additional required temporary service directly with AEL&P for the commissioning of room 124, 128, and 132.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 UTILITY LOCATES

A. The CONTRACTOR shall request field locates from all utilities having facilities in the area a minimum of seven (7) days prior to excavation. Utility company telephone numbers are summarized below:

Locate Call Center

586-1333 (Juneau)

The locate call center will contact the following utilities directly:

Alaska Communications System

Juneau CBJ Water & Wastewater Utilities

Alaska Electric Light and Power

GCI Communications Inc.

B. The contract documents show the various utilities known to be within the work zone and indicate whether they are to remain in service, be abandoned in place, be relocated, or be adjusted by others or the CONTRACTOR.

C. The location and elevation of existing utilities shown on the Plans are approximate only. Additional utilities may exist that are not shown on the Plans. Before starting construction, the CONTRACTOR shall request all utility owners to locate their utilities and, at points of possible conflict, the CONTRACTOR shall uncover the located utilities.

D. The CONTRACTOR shall repair any damage caused to utilities by the CONTRACTOR's operations at no cost to the DEPARTMENT.

E. The CONTRACTOR shall protect and work around existing underground utilities. Adjustment of underground utility appurtenances will not normally be performed when the ground is frozen. Also, the utility companies may prohibit the CONTRACTOR, through the DEPARTMENT, from working near the utility's facilities when the ground is frozen.

F. When working near Alaska Electric Light and Power (AELP's) facilities, the CONTRACTOR shall adhere to requirements set forth in AELP's Electrical Facility Clearance Requirements.

3.02 NOTIFICATION FOR COORDINATION WITH UTILITY COMPANIES

A. Provide the DEPARTMENT and affected utility companies a minimum of thirty (30) calendar days advance written notice of any work requiring coordination with utility companies, or longer notification as required by the utility companies. The utility companies will not be required to work at more than one location at a time, and shall be allowed to complete work at a specific location prior to commencing with work at another specific location.

3.03 STAGING DURING THE WORK

A. Allow adequate staging area on-site for utility companies to perform their work. Designate and dedicate area seven calendar days prior to required Utility mobilization. Allow for multilple mobilizations as required to accommodate Contractor schedule.

END OF SECTION

SECTION 01 73 00- EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

A. Document 00700 - General Conditions: Fiscal provisions, legal submittals, and other administrative requirements.

B. Section 01 71 23 – Field Engineering.

C. Section 01 33 00 –Submittal Procedures.

D. Section 01 60 00 – Material and Equipment

E. Section 01 79 00 – Demonstration and Training.

1.02 CLOSEOUT PROCEDURES

A. Comply with Section 01 77 00 - Contract Closeout Procedures.

1.03 DEFECTS

A. Product defects shall be all items that affect the visual appearance or function of the Products. Defects shall be as identified below unless more stringent requirements are specified within specific sections.

B. Products shall be shall typically be viewed from a distance of 30.0 inches (760 mm).

C. Defects shall be solely determined by the Project Manager.

D. Defects, Product:

1. Cuts, Scrapes, Gouges Abrasions 0.250 inch (6 mm) long or longer than and 0.03125 inches (0.79375 mm) wide or wider that are visible at a distance of 30.0 inches (762 mm) shall be considered defects.
2. Abrasions less than the above shall be accepted.
3. Burns of any size that permanently discolor the surface material shall be considered defects.
4. Product color variation.

E. Defects, Joint:

1. Joints that are wider than 0.015625 inch (0.396875 mm).
2. Non-alignment of Products.

F. Defects, Structural:

1. Bent members or other structural damage shall be considered defective.
2. Incorrectly manufactured members shall be considered defective.

G. Defects, Corrosion:

1. Surface corrosion not exceeding one percent (1%) of the surface area shall be considered a visual defect.
2. Surface corrosion exceeding one percent (1%) and not exceeding five percent (5%) of the surface area shall be evaluated by the Project Manager.
3. Surface corrosion exceeding five percent (5%) of the surface area shall be shall be considered a structural defect.

H. Defects shall be repaired or replaced as solely determined by the Project Manager at no additional cost to the DEPARTMENT.
1. Structural defects shall be replaced, no exceptions.
2. Visual defects shall be repaired or replaced as solely determined by the Project Manager.

1.04 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain work and storage areas free of waste materials, debris, and rubbish. Maintain site in a neat and orderly condition to maintain safe passage and exits and to avoid fire hazard. Provide covered containers for deposit of waste materials.

B. Collect and remove waste materials, debris, and rubbish from site periodically and at least weekly, and dispose off-site. Have equipment and personnel available on-site daily to sweep and scrub roads and parking areas, which are work sites or haul routes.

C. Pavement striping and markings that cannot be effectively cleaned shall be replaced at expense of CONTRACTOR.

1.05 FINAL CLEANING

A. Execute final cleaning prior to Substantial Completion inspection.

B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances.

C. Use materials which will not create hazards to health or property, and which will not damage surfaces. Follow manufacturer's recommendations.

D. Maintain cleaning until DEPARTMENT issues certificate of Substantial Completion.

E. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

1.07 ADJUSTING

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.08 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 3-ring slant "D" presentation ring binders, maximum 11-5/5" high and 11-1/4" deep. Spine, front, and back shall be heavy virgin vinyl sealed over heavy board. Binders shall have clear, full size pockets on spine and front cover. Thickness of content shall not exceed 75% of binder manufacturer's stated capacity. All pages shall be 8 ½" x 11", or 11" x 17" folded to 8 ½" x 11" in a manner to permit unfolding without removal from binder.

B. O&M Manual binders shall be **black**, clearly and permanently labeled as follows:

a. Spine

Project Name_____
Project Number _____
Operations & Maintenance Manual, Volume _____ of ____
Building Name: _____

b. Front Cover:

Project Name:
Project No.:
Building Name:
CONTRACTOR: Name
Address
City, State, ZIP
Phone:_____
Fax:_____
Consultant: Name_____
Address
City, State, ZIP
Phone:_____
Fax:_____
Operations & Maintenance Manual, Volume _____of_____
Discipline:_____
Date:_____

C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 24 pound white paper, in three parts as follows:

1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, CONTRACTOR, Subcontractors, and major equipment suppliers.

2. Part 2: Operation and maintenance instructions, arranged by system process flow and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:

   a. Significant design criteria.
   b. List of equipment.
   c. Parts list for each component.
   d. Operating instructions.
   e. Maintenance instructions for equipment and systems.
   f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

3. Part 3: Project documents and certificates, including the following:

   a. Shop drawings and product data.
   b. Air and water balance reports.
   c. Certificates.
   d. Originals of warranties and bonds.

A. Submit 1 draft copy of completed volumes 90 working days prior to Training or Substantial Completion inspection, whichever is earliest. This copy will be reviewed and returned, with DEPARTMENT comments. Revise content of all document sets as required prior to final submission.

B. Submit three sets of revised final volumes- 45 days prior to Training or Substantial Completion inspection, whichever is earliest.

C. In addition to required hard copies, provide electronic copy on .pdf format with table of contents hyperlinked to all referenced sections.

1.09 TRAINING

A. Before Substantial Completion, instruct DEPARTMENT designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times. For equipment requiring seasonal operation, or placed into operation subsequent to Final Completion, perform instructions within six months.

B. Refer to Section 01 79 00 for additional training requirements.

C. Use operation and maintenance manuals as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

D. Unless specified elsewhere, the duration of on-site instruction shall be as specified.

E. Provide digital video recordings of all provided instruction in format approved by DEPARTMENT. Training videos shall be submitted prior to Substantial Completion.

F. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.10 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Provide spare parts, maintenance, and extra Products in quantities specified in individual specification sections. These shall be labeled and stored per manufacturer's recommendations.

B. Deliver to Project site and place in location as directed; obtain receipt prior to Substantial Completion payment.

1.11 WARRANTIES AND BONDS

A. Provide duplicate notarized copies.

B. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.

C. Provide Table of Contents and assemble in three D side ring binder with durable plastic cover.

D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.12 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in specification sections for one year from date of Substantial Completion.

B. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

D. Maintenance service shall not be assigned or transferred to any agent or Subcontractor without prior written consent of the DEPARTMENT.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION REQUIREMENTS

Not Used

END OF SECTION

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SECTION 01 77 00 - CONTRACT CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. Document 00700 - General Conditions: Fiscal provisions, and additional administrative requirements.

B. Section 01 11 13 - Summary of Work: Using Agency occupancy.

C. Section 01 32 19, 01 33 00 – Submittal Schedule, Submittal Procedures.

D. Section 01 29 73 – Schedule of Values.

E. Section 01 45 23 – Departmental Inspection Service: CONTRACTOR'S Responsibilities.

D. Section 01 71 13 – Mobilization and Demobilization

E. Section 01560 – Temporary Controls

F. Section 01 73 00 – Execution Requirements: Final cleaning, Project Record Documents, Operation and Maintenance Data, Warranties and Bonds, Spare Parts and Maintenance Materials.

G. Section 01 79 00 – Demonstration and Training

1.02 SUBSTANTIAL COMPLETION SUBMITTALS

Submit the following prior to requesting the Substantial Completion Inspection:

A. Evidence of Compliance with Requirements of Governing Authorities:

1. Certificate of Occupancy
2. Required Certificates of Inspection.

B. Project Record Documents: Under provisions of Section 01 73 00.

C. Operation and Maintenance Data: Under provisions of Section 01 73 00.

D. Spare Parts and Maintenance Materials: Under provisions of Section 01 73 00.

E. Keys and Keying Schedule

F. No progress payments will be made for Substantial Completion Submittals and Closeout Submittals until all required submittals have been submitted and accepted by the DEPARTMENT.

1.03 SUBSTANTIAL COMPLETION

A. Substantial Completion shall be considered by DEPARTMENT when:

1. Written notice is provided 7 days in advance of inspection date.
2. List of items to be completed or corrected is submitted.
3. All Operation and Maintenance Manuals are submitted and approved by the DEPARTMENT.
4. All equipment and systems have been tested, adjusted, balanced and are fully operational.
5. All demonstration and training requirements have been met.
6. All automated and manual controls are fully operational.
7. Operation of all equipment and systems have been demonstrated to DEPARTMENT Personnel.
8. Certificate of Occupancy is submitted.
9. Certificates of Inspection for required inspections have been submitted.
10. Project Record Documents for the Work or the portion of the Work being accepted are submitted and approved.
11. Spare parts and maintenance materials are turned over to DEPARTMENT.
12. All keys are turned over to the DEPARTMENT."
13. All warranties and bonds are submitted under provisions of Section 01 73 00.

B. Should DEPARTMENT inspection find Work is not substantially complete, DEPARTMENT will promptly notify CONTRACTOR in writing, listing observed deficiencies.

C. CONTRACTOR shall remedy deficiencies and send a second written notice of Substantial Completion.

D. When DEPARTMENT finds Work is substantially complete DEPARTMENT will prepare a certificate of Substantial Completion in accordance with provisions of General Conditions.

1.04 FINAL COMPLETION

A. When CONTRACTOR considers Work is complete, submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been inspected by CONTRACTOR and found to be in compliance with Contract Documents.
3. Work has been completed in accordance with Contract Documents, and deficiencies listed with certificate of Substantial Completion have been corrected.
4. Work is complete and ready for final inspection.

B. Should DEPARTMENT inspection find Work incomplete, DEPARTMENT will promptly notify CONTRACTOR in writing listing observed deficiencies.

C. CONTRACTOR shall remedy deficiencies and send a second certification of Final Completion.

D. When DEPARTMENT finds Work is complete, DEPARTMENT will consider payment for Final Completion.

1.05 REINSPECTION FEES

A. CONTRACTOR cost of re-inspections in accordance with Article 00700 13.10 shall be deducted from the final payment.

B. Re-inspection fees shall not exceed $7,500.00 for any one inspection.

1.06 CLOSEOUT SUBMITTALS

A. Warranties and Bonds: Under provisions of Section 01 73 00.

B. Project Record Documents.

C. Operations and Maintenance Manuals.

D. CONTRACTOR's Release.

E. Certificate of Occupancy.

F. Application for Final Payment.

G. Receipt for Spare Parts and Maintenance Products.

1.07 STATEMENT OF ADJUSTMENT OF ACCOUNTS

A. Submit final statement reflecting adjustments to Contract Price indicating:

1. Original Contract Price.
2. Previous Change Orders.
3. Changes under allowances.
4. Changes under Unit Prices.
5. Deductions for uncorrected Work.
6. Penalties and bonuses.
7. Deductions for liquidated damages.
8. Deductions for reinspection fees.
9. Other adjustments to Contract Price.
10. Total Contract Price as adjusted.
11. Previous payments.
12. Sum remaining due.

B. DEPARTMENT will issue a final Change Order reflecting all remaining adjustments to Contract Price not previously made by Change Orders.

C. See Section – 01 29 73 – Schedule of Values for minimum value for Contract Closeout Submittals.

1.08 APPLICATION FOR FINAL PAYMENT

A. Submit application for final payment in accordance with provisions of Section 00700 - General Conditions of the Contract and as modified by Section 00800 – Supplementary Conditions.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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SECTION 01 78 39- PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintenance of Record Documents and Samples.

B. Submittal of Record Documents and Samples.

1.02 RELATED REQUIREMENTS

A. Document 00700 - General Conditions: Record Documents.

B. Section 01 11 13 – Summary of Work: Record survey.

C. Section 01 33 23 – Shop Drawings, Product Data, and Samples.

D. Section 01 77 00 – Contract Closeout Procedures.

E. Individual Specifications Sections: Manufacturer's certificates and certificates of inspection.

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. In addition to requirements in General Conditions, maintain at the site for DEPARTMENT one accurate record copy of:

1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, product data, and samples.
6. Survey and field records.
7. Field test records.
8. Inspection certificates.
9. Manufacturer's certificates.

B. Prior to Substantial Completion, provide original or legible copies of each item maintained by CONTRACTOR as listed in 01 78 39.1.02.B,C, and D above.

C. Delegate responsibility for management of maintenance of Record Documents to one person on CONTRACTOR's staff as approved in advance by Contracting Officer.

D. Promptly following award of Contract, secure from DEPARTMENT, at no cost to the CONTRACTOR, one complete set of all Documents comprising the Contract.

E. Immediately upon receipt of job set described above, identify each Document with title "RECORD DOCUMENTS - JOB SET".

F. Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage for record documents and samples.

G. Label and file record documents and samples in accordance with section number listings in table of contents of this Project manual. Label each document "PROJECT RECORD" in neat,

large, printed letters.

H. Maintain record documents in a clean, dry and legible condition. Do not use record documents for construction purposes.

I. Use all means necessary to maintain job set of Record Documents completely protected from deterioration and from loss and damage until completion of Work and transfer of recorded data to Contracting Officer.

J. Keep record documents and samples available for inspection by DEPARTMENT.

K. Upon request by the DEPARTMENT and at time of each Application for Payment enable inspection of record documents by the DEPARTMENT for review as to completeness.

L. Contracting Officer's approval of current status of Record Documents will be prerequisite to Contracting Officer's approval of requests for progress payments and request for final payment.

1. Prior to submitting each request for progress payment, secure Contracting Officer's approval of Record Documents as currently maintained.

2. Prior to submitting request for Final Payment, obtain Contracting Officer's approval of final Record Documents.

M. Do not use job set for any purpose except entry of new data and for review and copying by Contracting Officer.

1.04 RECORDING

A. Record information on a set of blue line opaque Drawings, and in a copy of a Project manual, provided by DEPARTMENT.

B. Using felt tip marking pens or colored pencil, maintaining separate colors for each major system, clearly describe changes by note and by graphic line, as required. Date all entries. Call attention to entry by a "cloud" around area or areas affected.

C. Thoroughly coordinate all changes within Record Documents, making adequate and proper entries on each Specification Section and each sheet of Drawings and other Documents where such entry is required to properly show change or selection.

D. When a change within Record Documents is referenced to another document, such as a RFI,, Shop Drawing or Change Order, attach a copy of the referenced document to the respective Record Drawing or Record Specification where the entry is made.

E. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:

1. Measured depths of elements of foundation in relation to finish first floor datum. Accurate to the nearest inch.

2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Accurate to the nearest inch.

3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.

4. Field changes of dimension and detail.

5. Changes made by modifications.

6. Details not on original Contract Drawings.

7. References to related Shop Drawings and modifications

8. Clearly label all changes and show dimensions to establish size and location. All identifications shall be sufficiently descriptive to relate reliably to Specifications.

F. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records required by individual Specifications sections.

1.05 SUBMITTALS

A. Upon submittal of the completed Record Documents, make changes in Record Documents as required by the Contracting Officer.

B. Transmit with cover letter in duplicate, listing:

1. Date.

2. DEPARTMENT's Project title and number.

3. CONTRACTOR's name, address, and telephone number.

4. Number and title of each record document.

5. Signature of CONTRACTOR or authorized representative.

C. Final Record Documents shall include both hard copies and digitally scanned copies in .pdf format (high quality greyscale scans, minimum 200 pixels/inch). Scans shall include front and back of drawings/documents where information occurs on both sides.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

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SECTION 01 79 00 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for instructing DEPARTMENT's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment.
2. Training in operation and maintenance of systems, subsystems, and equipment.

B. Related Sections include the following:

1. Division 1 Section "Project Meetings" for requirements for preinstruction conferences.
2. Divisions 2 through 16 Sections for specific requirements for demonstration and training for products in those Sections.

1.03 SUBMITTALS

A. Instruction Program: Submit three copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. At completion of training, submit two complete training manual(s) for DEPARTMENT's use.

B. Qualification Data: For facilitator and instructor.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.04 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings." Review methods and procedures related to demonstration and training including, but not limited to, the following:

1. Inspect and discuss locations and other facilities required for instruction.

2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel and facilities needed to avoid delays.
3. Review required content of instruction.
4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.05 COORDINATION

A. Coordinate instruction schedule with DEPARTMENT's operations. Adjust schedule as required to minimize disrupting DEPARTMENT's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Department.

PART 2 - PRODUCTS

1.06 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:

1. Door hardware.
2. Equipment, including projection screens, A/V, and laboratory fume hoods.
3. Fire-protection systems, including fire alarm, fire pumps and fire-extinguishing systems.
4. Intrusion detection and security systems.
5. Laboratory equipment, including laboratory air and vacuum equipment and piping, and laboratory fume hoods.
6. Heat generation, including boilers, feedwater equipment, pumps, and water distribution piping.
7. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices.
8. HVAC instrumentation and controls.
9. Electrical service and distribution, including transformers, switchboards, panelboards, uninterruptible power supplies and motor controls.
10. Packaged engine generators, including transfer switches.
11. Lighting equipment and controls.
12. Communication systems, including intercommunication and voice and data equipment.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if CONTRACTOR is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.
2. Documentation: Review the following items in detail:
    a. Emergency manuals.
    b. Operations manuals.
    c. Maintenance manuals.
    d. Project Record Documents.
    e. Identification systems.
    f. Warranties and bonds.
    g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
    a. Instructions on meaning of warnings, trouble indications, and error messages.
    b. Instructions on stopping.
    c. Shutdown instructions for each type of emergency.
    d. Operating instructions for conditions outside of normal operating limits.
    e. Sequences for electric or electronic systems.
    f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
    a. Startup procedures.
    b. Equipment or system break-in procedures.
    c. Routine and normal operating instructions.
    d. Regulation and control procedures.
    e. Control sequences.
    f. Safety procedures.
    g. Instructions on stopping.
    h. Normal shutdown instructions.
    i. Operating procedures for emergencies.
    j. Operating procedures for system, subsystem, or equipment failure.
    k. Seasonal and weekend operating instructions.
    l. Required sequences for electric or electronic systems.
    m. Special operating instructions and procedures.
5. Adjustments: Include the following:
    a. Alignments.
    b. Checking adjustments.
    c. Noise and vibration adjustments.
    d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
    a. Diagnostic instructions.
    b. Test and inspection procedures.
7. Maintenance: Include the following:
    a. Inspection procedures.

b. Types of cleaning agents to be used and methods of cleaning.
c. List of cleaning agents and methods of cleaning detrimental to product.
d. Procedures for routine cleaning
e. Procedures for preventive maintenance.
f. Procedures for routine maintenance.
g. Instruction on use of special tools.

8. Repairs: Include the following:

a. Diagnosis instructions.
b. Repair instructions.
c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
d. Instructions for identifying parts and components.
e. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

1.07 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.

B. Set up instructional equipment at instruction location.

1.08 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between CONTRACTOR and DEPARTMENT for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct DEPARTMENT's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

1. Architect/Engineer will furnish a representative to describe basis of system design, operational requirements, criteria, and regulatory requirements.

2. DEPARTMENT will furnish an instructor to describe DEPARTMENT's operational philosophy.

3. DEPARTMENT will furnish CONTRACTOR with names and positions of participants.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with DEPARTMENT with at least 14 days' advance notice.

D. Cleanup: Collect used and leftover educational materials and give to DEPARTMENT. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION

SECTION 01 91 00
COMMISSIONING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Commissioning (Cx) objectives and scope.
   2. Definitions of Cx team members.
   3. Definitions of Cx terminology.
   4. Description of the Cx process.
   5. Sample Cx Master Equipment and Systems Log.
   6. Sample PC/FC checklists.

B. Related Sections:
   1. Division 1 - General Conditions
   2. Division 11 - Equipment
   3. Divisions 20, 21, 22, 23 and 25 - Mechanical
   4. Divisions 26, 27 and 28 - Electrical

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.3 REFERENCES

A. Sheet Metal and Air Conditioning Contractors National Association (SMACNA) HVAC Systems Cx Manual. A copy of this document may be purchased by contacting SMACNA at (703) 803-2980, or by visiting their website at www.smacna.org.

B. American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Guideline 1-1996, the HVAC Cx Process. A copy of this document may be purchased by contacting ASHRAE at (404) 636-8400, or by visiting their website at www.ashrae.org.

1.4 SCOPE

A. Provide comprehensive (Level 2) Cx, as defined by reference A, for the systems, subsystems and equipment as identified in Division 11, Divisions 20, 21, 22, 23, 25, 26, 27 and 28 using the Cx process outlined by this section.

B. Complete the following Cx objectives to the satisfaction of the Commissioning Authority (CxA):
   1. Furnish, install, adjust, operate and test systems, subsystems and equipment to meet the design intent of the Contract Documents.
   2. Thoroughly document the installation, starting, and testing of the systems, subsystems and equipment.
   3. Provide neatly annotated installation, operation and maintenance manuals (IO&Ms) which accurately reflect the actual systems, subsystems and equipment configurations installed.
   4. Provide complete Project Record Documents which accurately reflect the actual installation of systems, sub systems and equipment.
   5. Formally train the Department's maintenance staff such that they are made familiar with the operation and maintenance requirements of the systems, subsystems and equipment through effective training.
   6. Fully document maintenance staff training.
   7. Coordinate the Cx process with all parties involved in the project in order to maintain Project Schedule, Documentation, and Quality Control.
   8. Complete Cx activities prior to Project Closeout.

1.5 DEFINITIONS

A. Commissioning Authority (CxA): The person(s) or company responsible, on the Department's behalf, for verifying that the Cx process is properly executed and completed in accordance with the Contract Documents. The CxA reviews and approves the scope, planning, scheduling, execution, documentation, training and final completion of the overall Cx process. The CxA works directly for the Department's Representative's Project Manager.

B. Contractor's Commissioning Representative (CCR): The Contractor's Representative responsible for planning, scheduling, managing, executing and documenting the required Cx activities. The CCR must be experienced in basic design, operation, installation and testing of HVAC and electrical systems and must have strong administrative, planning, organizational and communication skills. The primary duty of the CCR is to oversee the Cx process. The CxA approves the selection of the CCR.

C. Contractor's Cx Team: Members of the Contractor's team responsible for Cx activities. These team members include, but are not limited to:
   1. The CCR and designated support staff.
   2. Mechanical and electrical coordinators.
   3. Subcontractors.
   4. Sub-subcontractors.
   5. Product/System Vendors.
   6. Manufacturer's Representatives.

D. Cx Master Equipment and System Log: A tabulated list of equipment and systems that are required to be commissioned as identified in Divisions 11, 20, 21, 22 23, 25,26, 27 and 28 of the specifications. A sample log is provided in Part 3 of this section.

E. Pre-Functional Installation Checklist (PC): A list of equipment inspections and elementary component tests required for verification of proper installation of equipment. Pre-functional checklist items include static inspections and procedures to prepare the equipment or system for initial operation (e.g., belt tension, oil levels OK, labels affixed, gages in place, sensors calibrated, etc.) and simple testing of component or system function, (such as measuring the voltage imbalance on a three phase pump motor of a chiller system). Pre-functional checklists augment and are combined with the manufacturer's start-up checklist. The CCR field verifies that the pre-functional checks take place. The Department's Representative and CxA may elect to witness the execution of selected parts of the PC.

F. Functional Performance Test (FT): Systematic testing of the dynamic function and operation of equipment and systems using direct observation and monitoring equipment methods. Functional testing includes dynamic testing of systems under full operation, including interaction with related systems (e.g., the chiller pump is tested interactively with the chiller functions to see if the pump ramps up and down to maintain the differential pressure set point). Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied, varying outside air temperatures, fire alarm, power failure, etc. The systems are run through the control system's sequences of operation and components are verified to be responding as stated in the sequences. Functional Performance Tests are performed after PCs, equipment startups, and Testing, Adjusting and Balancing (TAB) are complete.

G. Functional Performance Test Checklist (FC): A list of performance tests required to document the proper performance of the dynamic function and operation of equipment and systems using direct observation and monitoring equipment methods. The CCR and the Department's Representative field verify that the FTs take place. The CxA will witness the execution of selected parts of the FT. The Department's Representative may elect to witness the execution of selected parts of the FT.

H. Deferred Functional Tests: FTs that are performed later, after substantial completion, due to partial occupancy, equipment, seasonal requirements, design or other site conditions that

disallow the test from being performed at an earlier date. Only those functional tests pre-approved by the Department's Representative and the CxA may be deferred.

I. Functional Completion: Completion of the Cx activities required by the Contract Documents prior to Substantial Completion, as defined in Section 00 80 00 – Supplemental General Conditions of the Construction Contract.

J. Phased Cx: Cx that is completed in phases (by floors or areas, for example) due to the size of the systems or other scheduling issues, in order minimize total construction time.

1.6 CX PROCESS

A. Cx Master Equipment and System Log:
   1. Within ninety (90) days after receipt of conformed documents, the CxA will provide the Cx Master Equipment and System Log to the CCR.
   2. The CxA will advise the CCR regarding any reorganization and/or reformatting of the Cx Master Equipment and System Log to support construction.

B. Construction Schedule:
   1. The CCR shall incorporate the items from the Cx Master Equipment and System Log into the Construction Schedule.
   2. Use Phased Cx when possible to improve construction efficiency.
   3. See Section 01 32 00 – Work Schedules and Reports.

C. Schedule of Values:
   1. The CCR shall incorporate the items from the Cx Master Equipment and System Log into the Schedule of Values.
   2. See Section 01 29 73 – Schedule of Values.

D. Cx Meetings:
   1. The CCR shall plan, schedule, coordinate, and attend the Cx meetings. The CCR shall record and maintain the minutes for each meeting. The CxA will conduct each meeting.
   2. Within thirty (30) days after award of the Contract, hold an initial Cx meeting at the job site. All members of the Cx team shall be present at the meeting. The purpose of the meeting is to:
      a. Identify the Cx team members and provide contact information.
      b. Provide an overview of the Cx process.
      c. Discuss administrative requirements, responsibilities and scheduling.
      d. Discuss the status of the Cx Master Equipment and System Log.
   3. Hold a regularly scheduled Cx status meeting every month. The CxA and the Department's Representative will be present at each meeting. Additional members of the Cx team shall attend these meetings as directed by the CCR.

E. Installation, Operation and Maintenance Data:
   1. Upon approval of Submittals, the CCR shall oversee the timely preparation and submission of product installation, Operation and Maintenance Data, pre-functional installation examination checklists and functional performance test checklists in accordance with the Construction Schedule and Section 01 33 00 – Submittal Procedures.
   2. The Department's Representative will approve the installation, Operation and Maintenance Data and checklists for conformance to the design intent.
   3. The CxA will provide final approval for installation, Operation and Maintenance Data and associated checklists for completeness and suitability to support Cx activities.
   4. See 01 78 39 – Project Record Documents.

F. Cx Binders:
   1. The CCR shall maintain the master copy of the approved installation, Operation and Maintenance Data and checklists. Neatly arrange and label the data by specification section in the Cx binders. Include a copy of the Cx Master Equipment and System Log at

the front of the binders. Annotate this log to accurately reflect the status of completeness.
2. The CxA will periodically review the master Cx binders.
3. The CxA will maintain a second copy of the approved installation, Operation and Maintenance Data and the checklists. This copy will serve as the formal O&M manual submittal to the Department's Representative.

G. Equipment Installation:
1. The CCR provides written approval prior to the start of installation for each item listed on the Cx Master Equipment and System Log. Equipment shall not be installed unless approved installation, Operation and Maintenance Data, and PC and FC forms are on file in the master Cx binders.
2. The CCR updates the Construction Schedule to indicate actual installation start date.
3. The installer obtains a copy of the installation information and PC from the CCR. The equipment is installed using a copy of the approved installation instructions and the associated PC.
4. The installer signs off each step of the PC and submits the completed PC to the subcontractor responsible for the work.
5. The subcontractor reviews the PC, physically verifies that the equipment is properly installed and signs the subcontractor review block of the PC.
6. The CCR reviews the PC provided by the subcontractor, observes the work and signs the CCR review block.
7. The CCR files the completed PC in the Cx binder and signs off the Cx Master Equipment and System Log to indicate the equipment is installed.
8. The CCR updates the Construction Schedule to indicate that the equipment installation is complete.
9. The CCR forwards a copy of the completed PC to the CxA.
10. The CxA files the PC in the CxA copy of the Cx binders.

H. Training Material:
1. Upon approval of installation, Operation and Maintenance Data and checklists, the CCR shall oversee the formulation of training topics and associated syllabi and training material to support the items on the Cx Master Equipment and System Log.
2. The Department's Representative will approve training topics for conformance to the design intent.
3. The CxA will provide final approval of training topics for suitability to support Cx.
4. The CCR shall maintain the master copy of the training syllabi and training material. Neatly arrange and label by specification section and/or system the information in the training binders. Provide a table of contents which lists the training topics and current status of training material approval. The CxA will periodically review the master training binders.
5. The CCR shall update the Construction Schedule to indicate status of training material approval.
6. The CxA will maintain a second copy of the approved training material. This copy will serve as the formal training documentation submittal to the Department's Representative.

I. Functional Performance Testing:
1. The CCR provides written approval prior to the start of functional testing for each item listed on the Cx Master Equipment and System Log. Functional testing of equipment is not allowed unless the approved PC has been completed and is on file in the master Cx binder.
2. The CCR updates the Construction Schedule to indicate the actual functional testing start date.
3. The equipment or system is functionally tested using a copy of the approved installation, Operation and Maintenance Data and FC.

4. The operator obtains a copy of the approved installation, Operation and Maintenance Data and FC from the CCR. The operator signs off each step of the FC and forwards the completed FC form to the applicable subcontractor responsible for the work.
5. The subcontractor reviews the FC, physically verifies proper equipment operation with the operator and signs the subcontractor review block of the FC and informs the CCR that the equipment FC is complete and the equipment is ready for final checkout.
6. The CCR informs the CxA that the equipment is ready for final checkout and provides a date and time for a site visit observation of the operating equipment (48 hours minimum notification time is required).
7. The CxA will notify the Department's Representative and arrangements will be made to include maintenance staff personnel at final equipment checkouts as much as possible to support effective field training.
8. Upon satisfactory completion of the final checkout, the CCR and CxA shall sign appropriate review blocks of the FC.
9. The CCR files the completed FC in the Cx binder and signs off the Cx Master Equipment and System Log to indicate that equipment functional tests for that item are complete.
10. The CCR updates the Construction Schedule to indicate that the equipment functional testing is complete.

J. Training:
1. Upon approval of training topics and training material and the actual installation status of equipment, the CCR shall review and modify the construction schedule as necessary to maintain an up-to-date training schedule. Training shall not be given on a piece of equipment until functional testing for the equipment is satisfactory completed and the completed FC is on record in the Cx binder.
2. The CxA will review and approve the training schedule.
3. The CCR shall issue a training notice two (2) weeks prior to the scheduled training session. Disseminate the notice via e-mail, fax or other method as approved by the CxA.
4. Include the following information in the notice:
   a. Training topic.
   b. Instructor name and contact telephone number and e-mail address.
   c. Date, time, location, duration.
5. The CCR shall monitor the training topics, verify that the training occurs and effectively covers all training topics indicated on the syllabi.
6. The CCR shall verify that a written training record is completed for each topic which includes the following:
   a. Training topic.
   b. Date and time of training.
   c. Instructor name, title and contact information.
   d. Attendance list.
   e. Signature of instructor indicating that each item identified in the syllabi was effectively covered during the training session.
   f. CCR signature indicating that the training was effective.
7. The CCR shall forward a copy of the completed training report to the CxA for review and approval.
8. The CxA will approve and file the completed training record in the CxA copy of the training binders. The CxA may elect to observe any or all training sessions to verify effectiveness.

K. Record Drawings:
1. The CCR shall oversee the maintenance of master "as-built" mark-ups of the Contract Documents as the work progresses. To accurately reflect actual installation conditions, document addendum items, field changes, and installation modifications on the "as-built" mark-ups. Update the master "as-built" mark-ups a minimum of once a week.
2. The Department's Representative will review the "as-built" mark-ups during each site visit and provide a specific comment on each field report indicating the status of "as-built" drawings with regard to completeness and design intent.
3. Upon completion of construction, the "as-built" drawings shall be drafted using AutoCAD to produce the project Record Drawings.
4. The CCR shall verify that the completed Record Drawings accurately reflect the constructed project and forward to the CxA for final approval.
5. The CxA will review the Record Drawings for final approval.
6. See 01 78 39 – Project Record Documents.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 COMMISSIONING MASTER EQUIPMENT AND SYSTEMS LOG (SAMPLE)

A. The following sample Cx Master Equipment and Systems Log is provide to show general format only and does not include all the equipment and systems to be commissioned. Refer to Divisions 11, 20, 21, 22, 23. 25, 26, 27 and 28 for specific systems, subsystems and equipment to be commissioned.

3.2 COMMISSIONING MASTER EQUIPMENT AND SYSTEMS LIST

PRODUCTS	System/Equipment Tag	System/Equipment Description	Equipment Submittal Approved	I/O&M Approved	PC and FT Checklists Approved	Training Syllabus Approved	PC Completed	FT Completed	Training Completed
Division 11 - Equipment									
1	ESW-1	Pull Down Emergency Shower/Eyewash							
2	SNK-1	Task Exhaust							
3	FH-1	Fume hood							
Divisions 20, 21, 22, 23 and 25 - Mechanical									
4	BLR-1	Central Electric Boiler							
5	BLR-2/BLR-3	Central Fuel Oil Boilers							
6	PMP-1/2/3	Boiler Circ Pumps							
7	PMP-4A/4B	Bldg Circ Pumps							

PRODUCTS	System/Equipment Tag	System/Equipment Description	Equipment Submittal Approved	I/O&M Approved	PC and FT Checklists Approved	Training Syllabus Approved	PC Completed	FT Completed	Training Completed
8	PMP-5A/5B	Bldg Circ Pumps							
9	PMP-6A/6B	Radiant Floor Heating Pumps							
10	PMP-7	Snow Melt Pump							
11	HX-1	Secondary Glycol Heating Loop							
12	HX-2	Secondary Glycol Heating Loop							
13	HX-3	Secondary Glycol Heating Loop							
27	CH-1/6	DX Cooling Units							
33	AHU-1	Central Ventilation System							
34	AHU-2	Central Ventilation System							
35	AHU-3	Central Ventilation System							
36	AHU-4	Central Ventilation System							
37	AHU-5	Central Ventilation System							
37	AHU-6/EF-6	Central Ventilation System							
40	SCF-1A/1B DC-1/PB-1	Wood shop Ventilation							
41	SCF-2/3	Mechanical Room Ventilation							
44	H-1	Humidification System							
45	H-1 thru H-6	Humidification Systems							
47	AC-1	Compressed Air System							
49	WH-1	Water Heating System (Domestic)							
51	WH-2	Water Tempering System (ESEW)							
55	PMP-14	Elevator Sump							

PRODUCTS	System/Equipment Tag	System/Equipment Description	Equipment Submittal Approved	I/O&M Approved	PC and FT Checklists Approved	Training Syllabus Approved	PC Completed	FT Completed	Training Completed
		Pump							
56	VAV-301 thru VAV-307	VAV Terminals AHU-3							
57	VAV-401 thru VAV-415	VAV Terminals AHU-4							
58	VAV-501 thru VAV-532	VAV Terminals AHU-5							
59	VAV-601 thru VAV-607	VAV Terminals AHU-6							
61	EAV-501/502	Exhaust Air Valves EF-X							
62	EAV-601 thru EAV-611	Exhaust Air Valves EFU-X							
64	UH-1 thru UH-11	Unit Heaters							
65	CUH-2 thru CUH-4	Cabinet Unit Heaters							
66	RP-1 thru RP-7C	Radiant Panels							
67	FT-1/FT-2	Fin Tube							
68	ACU-1/DC-1	Air-Conditioning System (Telecom)							
70	WS-1	Water Softener							

Divisions 26, 27 and 28 - Electrical									
72	WC	Wire and Cable (Megger Test Feeder Cables)							
73	ATS-MDP	Auto Transfer Switch - Standby							
74	ATS-E	Auto Transfer Switch - Emergency							
75	DS	Distribution Switchboards							

76	GS	Grounding Systems – Power/Telecom							
77	ST	Secondary Transformers							
78	SP	Switchboards and Panel boards							
79	TVSS	Transient Voltage Surge Suppression							
80	OPD	Over current Protective Devices							
81	MS	Motor Starters							
82	LF	Lighting Fixtures							
83	LC	Lighting Control Systems							
84	FA	Fire Alarm System							
85	CRWS	Computer Raceway and Wiring Systems							
86	SMS	Security Management System							
87	CCTV	CCTV							
89	AV	Audio/Video Systems							
90	PA	PA System							

3.3 COMMISSIONING PRE-FUCTIONAL INSTALLATION (PC) AND FUNCTIONAL PERFORMANCE TEST (FC) CHECKLISTS (SAMPLES)

A. The following sample Cx checklists are provide to show general format only and do not include all the equipment and systems to be commissioned. Refer to Divisions 11, 20, 21, 22, 23, 25, 26, 27, and 28 for specific systems, subsystems and equipment to be commissioned.

Pre-Functional Installation Checklist (PC)
Air Handling Unit

PROJECT:	____LAM ____	UNIT NO:	_____
LOCATION:	_____Juneau, AK_____	SERVICE:	_____
MANUFACTURER:	_____	MODEL:	_____

ITEM	OK	COMMENT
PRE-START-UP INSPECTION		
Mountings Checked (Shipping Bolts Removed)		
Vibration Isolators Installed		
Seismic Restraints Installed		
Equipment Guards Installed		
Pulleys Aligned and Belt Tension Correct		
Plenums Clear and Free of Loose Material		
Fans Rotate Freely		
Fans, Motors and Linkages Lubricated		
Fire & Balance Dampers Positioned		
Temporary Start-up Filters Installed		
Electrical Connections Completed		
Disconnect Switch Installed		
Overload Heaters in Place (Sized Correctly)		
Heating Coil Clean and Clear – Piping Complete		
Cooling Coil Clean and Clear – Piping Complete		
Condensate Drains Clear		
Humidifier Section Installation Completed		
Safety Controls Operational		
Building & Fan Room Clean For Start-up		
Duct Cleaning Completed		
Control System Completed (End to End Checks)		

Review (Foreman): _____ DATE: _____
Review (CCR): _____ DATE: _____
Approved (CxA): _____ DATE: _____

Functional Performance Checklist (FC)
Air Handling Unit

PROJECT: ____LAM ____ LOCATION: _____Juneau, AK_____ MANUFACTURER: _____		UNIT NO: _____ SERVICE: _____ MODEL: _____	
ITEM		OK	COMMENT
START-UP INSPECTION			
Start-up By Manufacturer's Representative			
Fan Rotation Correct			
Electrical Interlocks Verified			
Fan Status Indicators Verified (Local / Remote)			
Freeze Protection Operational			
Local Air Leakage Acceptable			
Vibration & Noise Level Acceptable			
Motor Amps – Rated _____Actual _____			
Motor Volts – Rated _____Actual _____			
Final Operating Filters Installed			
COMMENTS: _____ _____ _____			
Functional Testing By:	_____	DATE:	_____
Review (Foreman):	_____	DATE:	_____
Approved (CCR):	_____	DATE:	_____
Approved (CxA):	_____	DATE:	_____

END OF SECTION 01 91 00

GREEN STAR