

# **Chicken Yard Park & Auke Lake Wayside Improvements**

**VOLUME I of I**

**Contract No. BE20-191**

File No. 2082



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**DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT**

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C600	Existing Site Conditions Survey
C700	Site Improvements and Grading Plan
C800	Construction Details
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**END OF SECTION**

**SECTION 00030 - NOTICE INVITING BIDS**

**OBTAINING CONTRACT DOCUMENTS.** The Contract Documents are entitled:

**Chicken Yard Park & Auke Lake Wayside Improvements  
CBJ Contract No. BE20-191**

The Contract Documents may be downloaded for free at the CBJ Engineering Department webpage at: [www.juneau.org/engineering](http://www.juneau.org/engineering)

**PRE-BID CONFERENCE.** Prospective Bidders are encouraged to attend a Pre-Bid conference of the proposed WORK, which will be conducted by the OWNER and ARCHITECT, at 10:00 a.m. on July 21, 2020, in the City and Borough of Juneau Engineering Conference Room, 3<sup>rd</sup> Floor, Marine View Center. The object of the conference is to acquaint Bidders with the bid documents and site conditions. Conference call capability will be available for the Pre-Bid meeting. Proposers intending to participate via conference call shall notify Paula Osborn in the CBJ Engineering Contracts Division, at (907) 586-0888 or Paula.Osborn@Juneau.Org by 4:30 p.m., July 20, 2020.

**DESCRIPTION OF WORK.** Work for Chicken Yard Park generally includes excavation, grading, 2” minus shot rock with D-1 base course, concrete curbing, asphalt pavement, repair chain link fence, remove and replace wood retaining wall, play features, split rail fencing, site furnishings, landscaping and other miscellaneous related WORK.

Work for Auke Lake Wayside generally includes excavation, grading, D-1 base course, topsoil and seeding, remove and reset existing sign, asphalt pavement, colored concrete sidewalk, and other miscellaneous related WORK.

**COMPLETION OF WORK.** The WORK must be completed in by:

<u>Work Description</u>	<u>Completion Date</u>
Chicken Yard Park & Additive Alt 1.	October 31, 2020
Remaining items and Auke Lake Wayside	June 15, 2021

**DEADLINE FOR BIDDER QUESTIONS: July 28, 2020 4:30PM**

**DEADLINE FOR BIDS:** Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on August 4, 2020,** or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter. Bidders may attend this bid opening telephonically by calling 907-713-2140, with participant code 258358.

Bid documents delivered in person or by **courier** service must be delivered to:

Bid documents delivered by the **U.S. Postal Service** must be mailed to:

**PHYSICAL LOCATION:**  
City and Borough of Juneau, Purchasing Division  
105 Municipal Way, Room 300  
Juneau, AK 99801

**MAILING ADDRESS:**  
City and Borough of Juneau, Purchasing Division  
155 South Seward Street  
Juneau, AK 99801

\* A face covering must be worn in the 105 Municipal Way building per the CBJ Emergency Ordinance No. 2020-34





**SECTION 00030 - NOTICE INVITING BIDS**

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

**OWNER: City and Borough of Juneau**

By:  \_\_\_\_\_  
Greg Smith, Contract Administrator

6/24/2020  
Date

**END OF SECTION**

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

### **2.0 INTERPRETATIONS AND ADDENDA.**

A. **INTERPRETATIONS.** All questions about the meaning or intent of the Contract Documents are to be directed to the Engineering Contracts Administrator. Interpretations or clarifications considered necessary by the Engineering Contracts Administrator in response to such questions will be issued by Addendum, mailed, faxed, or delivered to all parties recorded by the Engineering Contracts Administrator, or OWNER, as having received the Contract Documents. Questions received less than seven Days prior to the Deadline for Bids may not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. **ADDENDA.** Addenda may be issued to modify the Contract Documents as deemed advisable by the OWNER. Addenda may be faxed or, if addendum format warrants, addenda may be posted to the CBJ Engineering Department website. In any event, notification of addendum issuance will be faxed to planholders. Hard copies are available upon request. The OWNER will make all reasonable attempts to ensure that all planholders receive notification of Addenda, however, it is strongly recommended by the OWNER that bidders independently confirm the contents, number, and dates of each Addendum prior to submitting a Bid.

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

**4.0 RESPONSIBILITY OF BIDDERS.** Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. The OWNER may find a bidder to be not responsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

- A. Evidence of bid rigging or collusion;
- B. Fraud or dishonesty in the performance of previous contracts;
- C. Record of integrity;
- D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- E. Unsatisfactory performance on previous or current contracts;
- F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- H. Failure to reimburse the OWNER for monies owed on any previous contracts;
- I. Default under previous contracts;
- J. Failure to comply with any qualification requirements of the OWNER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;
- K. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;
- L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- M. Lack of legal capacity to contract.
- N. Bidders must be registered as required by law and in good standing for all amounts owned to the OWNER per Paragraph 21.0 of this Section.
- O. Failure to submit all completed documents as required and specified on the Bid Form, Section 00300.

Nothing contained in this section deprives the OWNER of its discretion in determining the lowest responsible bidder. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

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

- A. If a Bid is received by the CBJ Purchasing Division after the Deadline for Bids.
- B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.
- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.
- E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

authorized alternate pay items.

- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
- H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
- I. If a Bid modification does not conform to Article 15.0 of this Section.

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

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

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

- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Architect of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the Architect of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.
- C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.
- D. Information and data reflected in the Contract Documents with respect to underground

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Architect of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

### 8.0 BID FORM.

- A. The Bid shall be made on the Bid Schedule(s) bound herein, or on the yellow Bid packet provided, or on legible and complete copies thereof, and shall contain the following: Sections 00300, 00310, the required Bid Security, and any other documents required in Section 00300 – Bid.
- B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

- C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda may render Bid non-responsive and may cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

**9.0 QUANTITIES OF WORK.** The quantities of WORK, or material, stated in Unit Price items of the Bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of WORK, or material, will correspond therewith, and reserves the right after award to increase or decrease the amount of any Unit Price item of the WORK by an amount up to and including 25 percent of any Bid item, without a change in the Unit Price, and shall include the right to delete any Bid item in its entirety, or to add additional Bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price (see Section 00700 - General Conditions, Article 10 Changes In the WORK).

**10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS.** Substitution requests are not accepted during the bidding process. The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 – Contractor Submittals.

**11.0 SUBMISSION OF BIDS.** The Bid shall be delivered by the time and to the place stipulated in Section 00030 - Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. Oral, telegraphic, emailed, or faxed Bids will not be considered. The envelope enclosing the sealed Bids shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall also include the label included in Section 00030 – Notice Inviting Bids. The Bid Security shall be enclosed in the same envelope with the Bid

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

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

**13.0 RETURN OF BID SECURITY.** The OWNER will return all Bid security checks (certified or cashier's) accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been executed. Following execution of the Agreement, all other Bid security checks will be returned to the respective Bidders whose Bids they accompanied and Bid security bonds will be appropriately discarded.

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

### **15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.**

- A. Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-4561), provided that such modification is received by the Purchasing Division no later than the deadline for bids. Modifications will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of the modification. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened.

The Bid modifications shall be provided on the **Bid Modification Form** located at the end of this Section. Submittal of any other form by the vendor may deem the modification unacceptable by the OWNER. **A mail or fax modification should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices will not be known by the City and Borough until the sealed Bid is opened.** Submitted Modification forms shall include the modification to the unit price or lump sum amount of each pay item modified.

**FAX DISCLAIMER:** It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Purchasing Division will attempt to keep the fax machine in good working order but will not be responsible for bid modifications that are late due to mechanical failure, a busy fax machine, or any other cause arising from bidder's use of a fax machine, even if bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. The City will not be responsible for its failure to receive the modification whether such failure is caused by equipment or human error, or otherwise. Bidders are therefore strongly encouraged to confirm receipt of their bid modification with the Purchasing Division (907-586-5258) prior to deadline.

- B. Conditioned bids, limitations, or pro  
C. visos attached to the Bid or bid modification will render it unauthorized and cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures in the printed text. All changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.



## SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

### **17.0 AWARD OF CONTRACT.**

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.
- B. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.

### **18.0 EXECUTION OF AGREEMENT.**

- A. All Bids of value greater than \$1,000,000 must be approved by the CBJ Assembly. After the CBJ Assembly has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, collect insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 10 Days (calendar) from the date of the Notice of Intent to Award letter.
- B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

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

### **20.0 FILING A PROTEST.**

- A. A Bidder may protest the proposed award of a competitive sealed Bid by the City and Borough of Juneau. The protest shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and CBJ Ordinance 53.50.080 ADMINISTRATION OF PROTEST. The entire text of the CBJ Purchasing Ordinance can be accessed at the CBJ

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

website, <http://www.juneau.org/law/code/code.php>, or call the CBJ Purchasing Division at (907) 586-5258 for a copy of the ordinance.

B. Late protests shall not be considered by the CBJ Purchasing Officer.

### 21.0 **CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT:**

Contractors must be in good standing with the CBJ prior to award, and prior to any contract renewals, and in any event no later than *seven business days* following notification by the CBJ of intent to award as indicated in the Posting Notice of Bids. **Good standing** means: all amounts owed to the CBJ are current and the Contractor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ, or a Confession of Judgment has been executed and the Contractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due; and Contractor is current in all CBJ reporting obligations (such as sales tax registration and reporting and business personal property declarations). Failure to meet these requirements may be cause for rejection of your bid. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues, Assessor's Office at (907)586-0930 for business personal property issues, or Collections Division at (907) 586-5268 for all other accounts.

22.0 **PERMITS AND LICENSES.** The CONTRACTOR is responsible for all WORK associated with meeting any local, state, and/or federal permit and licensing requirements.

**SECTION 00100 - INSTRUCTIONS TO BIDDERS**

CITY AND BOROUGH OF JUNEAU  
PURCHASING DIVISION  
FAX NO. 907-586-4561

**BID MODIFICATION FORM**

Modification Number: \_\_\_\_\_

Note: All modifications shall be made to the original bid amount(s). If more than one Modification form is submitted by any one bidder, changes from all Modification forms submitted will be combined and applied to the original bid. Changes to the modified Bid amounts will be calculated by the OWNER.

<b>PAY ITEM NO.</b>	<b>PAY ITEM DESCRIPTION</b>	<b>MODIFICATIONS TO UNIT PRICE OR LUMP SUM (indicate +/-)</b>

Base Bid Total Increase or Decrease: \$ \_\_\_\_\_

<b>PAY ITEM No.</b>	<b>ALTERNATE PAY ITEM DESCRIPTION (if applicable to project)</b>	<b>MODIFICATIONS TO UNIT PRICE OR LUMP SUM (indicate +/-)</b>

Alternate Total Increase or Decrease: \$ \_\_\_\_\_

\_\_\_\_\_  
**Name of Bidding Firm**

\_\_\_\_\_  
**Responsible Party Signature**

\_\_\_\_\_  
**Printed Name (must be an authorized signatory for Bidding Firm)**

**END OF SECTION**

**SECTION 00300 - BID**

**BID TO: THE CITY AND BOROUGH OF JUNEAU**

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

**Chicken Yard Park & Auke Lake Wayside Improvements  
CBJ Contract No. BE20-191**
2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period of time stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

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

**SECTION 00300 - BID**

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

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

9. **TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:**

- Bid, Section 00300 (includes addenda receipt statement)
- Completed Bid Schedule, Section 00310
- Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
- **Contractor Financial Responsibility, Section 00370**

10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the ***fifth business day*** following the date of the Posting Notice.

- Subcontractor Report, Section 00360

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

11. The successful Bidder will be required to submit, within ***ten Days (calendar)*** after the date of the “Notice of Intent to Award” letter, the following executed documents:

- Agreement Forms, Section 00500
- Performance Bond, Section 00610
- Payment Bond, Section 00620
- Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800

**END OF SECTION**

**SECTION 00310 - BID SCHEDULE**

**BASE BID**

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1505.1C	Mobilization	Lump Sum	All Req'd	Lump	Sum		
1570.1C	Erosion and Sediment Control	Lump Sum	All Req'd	Lump	Sum		
2202.1C	Excavation	CY	24				
2202.2C	Mining Area Restoration and Road Cleaning Guarantee	Contingent Sum	All Req'd	Contingent	Sum	\$ 1,000	00
2202.3C	Sideslope Grading	Lump Sum	All Req'd	Lump	Sum		
2202.4C	Usable Excavation	CY	18				
2204.1C	2-Inch Minus Shot Rock with Base Course	CY	44				
2204.2C	Surface Course, E-1	Ton	95				
2702.1C	Construction Surveying	Lump Sum	All Req'd	Lump	Sum		
2706.1C	Remove Wood Retaining Wall	LF	142				
2707.1C	Repair Chain Link Fence	Lump Sum	All Req'd	Lump	Sum		
2709.1C	Topsoil	CY	58				
2709.2C	Topsoil Finish Grading	MH	4				
2710.1C	Seeding, Hydraulic Method	SU	0.1				
2711.1C	Metal Hand Rail	LF	All Req'd	Lump	Sum		
2726.1C	Removable Bollard with Concrete Footing	Each	2				
2730.1C	Split Rail Fence, 4 Feet High	LF	48				
2740.1C	Wood Retaining Wall	LF	65				
2801.1C	A.C. Pavement, Type II-A, Class B	Ton	25				
2870.1C	Site Furnishings	Lump Sum	All Req'd	Lump	Sum		
2880.1C	Hill Slide	Lump Sum	All Req'd	Lump	Sum		
2885.1C	Accessible Resilient Surfacing	SF	145				
2885.2C	Concrete Play Curb Edging	LF	33				
2930.1C	Landscaping	Lump Sum	All Req'd	Lump	Sum		
3302.1C	Concrete Wheel Stop	Each	2				
3302.2C	Basketball Hoop Post Foundation	Each	1				
3302.3C	Concrete Stairs	Each	10				
3303.1C	Concrete Curb	LF	76				

**Auke Lake Wayside**

1505.1A	Mobilization	Lump Sum	All Req'd	Lump	Sum		
1570.1A	Erosion and Sediment Control	Lump Sum	All Req'd	Lump	Sum		
1570.2A	Rock Energy Dissipator	Lump Sum	All Req'd	Lump	Sum		
2202.1A	Excavation	CY	108				
2202.2A	Mining Area Restoration and Road Cleaning Guarantee	Contingent Sum	All Req'd	Contingent	Sum	\$ 1,000	00
2202.3A	Sideslope Grading	Lump Sum	All Req'd	Lump	Sum		
2202.4A	Usable Excavation	CY	31				
2204.3A	Base Course, Grading D-1	Ton	119				
2702.1A	Construction Surveying	Lump Sum	All Req'd	Lump	Sum		
2709.1A	Topsoil	CY	50				
2709.2A	Topsoil Finish Grading	MH	25				
2710.1A	Seeding, Hydraulic Method	SU	0.5				
2718.1A	Remove and Reset Existing Sign	Lump Sum	All Req'd	Lump	Sum		
2722.1A	Electrical J-Box Relocation	Lump Sum	All Req'd	Lump	Sum		
2801.1A	A.C. Pavement, Type II-A, Class B	Ton	17				

**SECTION 00310 - BID SCHEDULE**

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
3303.2A	Colored Concrete Sidewalk, 4-Inches Thick	SY	123				

**TOTAL BASE BID \$** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**Chicken Yard Park  
Additive Alternate**

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
2722.2C	1-Inch Electrical Conduit, Empty	LF	80				

**TOTAL ADDITIVE ALTERNATE \$** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**SECTION 00320 - BID BOND**

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

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

**CHICKEN YARD PARK & AUKE LAKE WAYSIDE IMPROVEMENTS  
CBJ Contract No. BE20-191**

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

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL) \_\_\_\_\_  
(Principal)

(SEAL) \_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

**END OF SECTION**



**SECTION 00360 - SUBCONTRACTOR REPORT**

**LIST OF SUBCONTRACTORS (AS 36.30.115)**

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

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

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

\_\_\_\_\_  
CONTRACTOR, Authorized Signature

\_\_\_\_\_  
CONTRACTOR, Printed Name

\_\_\_\_\_  
COMPANY

## SECTION 00360 - SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
1. fails to comply with AS 08.18;
  2. files for bankruptcy or becomes insolvent;
  3. fails to execute a contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
  4. fails to obtain bonding;
  5. fails to obtain insurance acceptable to the OWNER;
  6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
  7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
  8. refuses to agree or abide with the Bidder's labor agreement; or
  9. is determined by the OWNER not to be responsible.
  10. is not in "Good Standing" with the OWNER as required in Article 21.0 in Section 00100 – Instructions to Bidders.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.
- D. If a contract is awarded to a Bidder who violates this section, the OWNER may:
1. cancel the contract; or
  2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. On the Subcontractor Report, the apparent low Bidder must list any Subcontractors anticipated to perform WORK with a value of greater than one-half of one percent of the intended award amount, or \$2,000, whichever is less.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

**END OF SECTION**

**SECTION 00370 - CONTRACTOR'S FINANCIAL RESPONSIBILITY**

To be considered, all bidders must complete and include this form *at the time of the deadline for bids*. Attach additional sheets as necessary to respond to questions.

**PROJECT: CHICKEN YARD PARK & AUKE LAKE WAYSIDE IMPROVEMENTS**

As the General Contractor on this project, I intend to subcontract \_\_\_\_\_% of the total value of this contract.

**A. EXPERIENCE**

1. Have you ever failed to complete a contract due to insufficient resources?

No  Yes If YES, explain:

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2. Describe arrangements you have made to finance this work:

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3. Have you had previous construction contracts or subcontracts with the City and Borough of Juneau?

Yes  No

4. Describe your most recent or current contract, its completion date, and scope of work:

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5. List below, and/or as an attachment to this questionnaire, other construction projects you have completed, dates of completion, scope of work, and total contract amount for each project completed in the past twelve months.

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**SECTION 00370 - CONTRACTOR'S FINANCIAL RESPONSIBILITY**

6. Per Alaska Statute 36.90.210, on previous public contracts, have you ever failed to pay a subcontractor within eight working days after receiving payment from the Owner (for projects occurring within the last 3 years)?

Yes       No      If yes, please attach a detailed explanation for each occurrence.

**B. EQUIPMENT**

1. Describe below, and/or as an attachment, the equipment you have available and intend to use for this project.

ITEM	QUANTITY	MAKE	MODEL	SIZE/CAPACITY	PRESENT MARKET VALUE

2. Do you propose to purchase any equipment for use on this project not listed on table B-1?  
 No     Yes    If YES, describe type, quantity, and approximate cost:

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3. Do you propose to rent any equipment for this work not listed on table B-1?  
 No     Yes    If YES, describe type and quantity:

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**SECTION 00370 - CONTRACTOR'S FINANCIAL RESPONSIBILITY**

4. Is your bid based on firm offers for all materials necessary for this project?

Yes  No If NO, please explain:

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**I hereby certify that the above statements are true and complete.**

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Name and Title of Person Signing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SECTION 00500 - AGREEMENT**

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

**ARTICLE 1. WORK.**

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNERS Contract Documents **Contract BE20-191, CHICKEN YARD PARK & AUKE LAKE WAYSIDE IMPROVEMENTS**

The WORK is generally described as follows: Work for Chicken Yard Park generally includes excavation, grading, 2” minus shot rock with D-1 base course, concrete curbing, asphalt pavement, repair chain link fence, remove and replace wood retaining wall, play features, split rail fencing, site furnishings, landscaping and other miscellaneous related WORK.

Work for Auke Lake Wayside generally includes excavation, grading, D-1 base course, topsoil and seeding, remove and reset existing sign, asphalt pavement, colored concrete sidewalk, and other miscellaneous related WORK.

The WORK to be paid under this contract shall include the following: Base Bid and Additive Alternate Nos. 1 as shown in Section 00310 - Bid Schedule.

**ARTICLE 2. CONTRACT COMPLETION TIME.**

The WORK must be completed:

**Work Description**

**Completion Date**

<b><u>Work Description</u></b>	<b><u>Completion Date</u></b>
Chicken Yard Park & Additive Alt 1.	October 31, 2020
Remaining items and Auke Lake Wayside	June 15, 2021

**ARTICLE 3. DATE OF AGREEMENT**

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

**ARTICLE 4. LIQUIDATED DAMAGES.**

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **\$850** for each Day that expires after the completion time(s) specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

## SECTION 00500 - AGREEMENT

### ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: **CBJ Contract BE20-191, CHICKEN YARD PARK & AUKE LAKE WAYSIDE IMPROVEMENTS**, those Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

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

### ARTICLE 6. PAYMENT PROCEDURES.

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

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

### ARTICLE 7. CONTRACT DOCUMENTS.

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

- Table of Contents (pages 00030-1 to 00030-2, inclusive).
- Notice Inviting Bids (pages 00030-1 to 00030-2, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-8, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Contractor Financial Responsibility (pages 00370-1 to 00370-3, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-44, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-5, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of 17 sheets, as listed in the Table of Contents.
- Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

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

**SECTION 00500 - AGREEMENT**

**ARTICLE 8. MISCELLANEOUS.**

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

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

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents. This Agreement shall be governed by the laws of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

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

**OWNER:**

**CONTRACTOR:**

\_\_\_\_\_  
City and Borough of Juneau

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: Duncan Rorie Watt, City & Borough Manager  
(Printed Name)

By: \_\_\_\_\_  
(Printed Name, Authority or Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_  
(CONTRACTOR Signature Date)

OWNER's address for giving notices:

CONTRACTOR's address for giving notices:

\_\_\_\_\_  
155 South Seward Street

\_\_\_\_\_

\_\_\_\_\_  
Juneau, Alaska 99801

\_\_\_\_\_

\_\_\_\_\_  
907-586-0873      907-586-4530  
(Telephone)      (Fax)

\_\_\_\_\_  
(Telephone)      (Fax)

\_\_\_\_\_  
(E-mail address)

CONTRACTOR License No. \_\_\_\_\_



**SECTION 00500 - AGREEMENT**

**CERTIFICATE  
(if Corporation)**

STATE OF )  
 ) SS:  
COUNTY OF )

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

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

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

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

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE  
(if Partnership)

STATE OF )  
 ) SS:  
COUNTY OF )

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

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

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

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

Secretary

(SEAL)

**SECTION 00500 - AGREEMENT**

**CERTIFICATE  
(if Joint Venture)**

STATE OF            )  
                          ) SS:  
COUNTY OF        )

I HEREBY CERTIFY that a meeting of the Principals of the  
\_\_\_\_\_ a joint venture existing under the laws of the  
State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and  
adopted:

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

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

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

Secretary

(SEAL)

**END OF SECTION**

**SECTION 00610 - PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of CONTRACTOR)

a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety", are held and firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER", for the penal sum  
(Owner) (City and State)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR has entered into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective date) \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**Chicken Yard Park & Auke Lake Wayside Improvements  
CBJ Contract No. BE20-191**

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

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

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

**SECTION 00610 - PERFORMANCE BOND**

**Chicken Yard Park & Auke Lake Wayside Improvements  
CBJ Contract No. BE20-191**

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

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**SURETY:**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**(Affix SURETY'S SEAL)**

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

**SECTION 00620 - PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_ a \_\_\_\_\_  
(Corporation, Partnership, Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_ hereinafter called the "Surety," are held and  
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER," for the  
(Owner) (City and State)

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

THE CONDITION OF THIS OBLIGATION is such that Whereas, the CONTRACTOR has entered  
into a certain contract with the OWNER, the effective date of which is (CBJ Contracts Office to fill in effective  
date) \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the  
construction of:

**Chicken Yard Park & Auke Lake Wayside Improvements  
CBJ Contract No. BE20-191**

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

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

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

**SECTION 00620 - PAYMENT BOND**

**Chicken Yard Park & Auke Lake Wayside Improvements  
CBJ Contract No. BE20-191**

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

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**SURETY:**

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

Date Issued: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

**(Affix SURETY'S SEAL)**

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

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## SECTION 00700 - GENERAL CONDITIONS

### ARTICLE 1 DEFINITIONS

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

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

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

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

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

Architect of Record – The individual, partnership, corporation, joint-venture or other legal entity legally responsible for preparation of Design and Construction Documents for the project.

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

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

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

CBJ - City and Borough of Juneau

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

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

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

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

Contract Time - The number of successive calendar Days or the specific date stated in the Contract Documents for the completion of the WORK.

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

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

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

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

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

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

General Requirements - Division 1 of the Technical Specifications.

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

Holidays - The CBJ legal holidays occur on:

- A. New Year's Day - January 1
- B. Martin Luther King's Birthday - Third Monday in January
- C. President's Day - Third Monday in February
- D. Seward's Day - Last Monday in March
- E. Memorial Day - Last Monday in May
- F. Independence Day - July 4
- G. Labor Day - First Monday in September
- H. Alaska Day - October 18
- I. Veteran's Day - November 11
- J. Thanksgiving Day - Fourth Thursday and the following Friday in November
- K. Christmas Day - December 25.

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

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

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

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

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

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

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

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

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

OWNER - The City and Borough of Juneau (CBJ), acting through its legally designated officials, officers, or employees.

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

PCB's - Polychlorinated biphenyls.

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

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

## SECTION 00700 - GENERAL CONDITIONS

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

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

Specifications - Same definition as for "Technical Specifications" hereinafter.

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

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

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

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

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

Supplier - A manufacturer, fabricator, supplier, distributor, material man, or vendor.

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

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

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

## SECTION 00700 - GENERAL CONDITIONS

### ARTICLE 2 PRELIMINARY MATTERS

- 2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES. When the CONTRACTOR delivers the signed Agreements to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.
- 2.2 COPIES OF DOCUMENTS. The OWNER shall furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.
- 2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The Contract Time will start to run on the commencement date stated in the Notice to Proceed. If no date is stated, Contract Time shall commence upon the date of the Notice to Proceed is issued.
- 2.4 STARTING THE WORK
- A. The CONTRACTOR shall begin to perform the WORK within 10 days after the commencement date stated in the Notice to Proceed, but no WORK shall be done at the site prior to said commencement date.
  - B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ARCHITECT any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ARCHITECT before proceeding with any WORK affected thereby.
  - C. The CONTRACTOR shall submit to the ARCHITECT for review those documents called for under Section 01300 - CONTRACTOR Submittals in the General Requirements.
- 2.5 PRE-CONSTRUCTION CONFERENCE. The CONTRACTOR is required to attend a Pre-Construction Conference. This conference will be attended by the ARCHITECT and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the General Requirements, Section 01010 - Summary of Work.
- 2.6 FINALIZING CONTRACTOR SUBMITTALS. At least 7 days before submittal of the first Application for Payment a conference attended by the CONTRACTOR, the ARCHITECT and others as appropriate will be held to finalize the initial CONTRACTOR submittals in accordance with the General Requirements. As a minimum the CONTRACTOR's representatives should include it's project manager and schedule expert. The CONTRACTOR should plan on this meeting taking no less than 8 hours. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment will be processed until CONTRACTOR submittals are finalized.



## SECTION 00700 - GENERAL CONDITIONS

### ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.1 INTENT

- A. The Contract Documents comprise the entire agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents shall be construed as a whole in accordance with Alaska Law.
- B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any WORK, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe WORK, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning, unless a definition has been provided in Article 1 of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the ARCHITECT, OWNER, the CONTRACTOR, or the Architect of Record or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- C. If, during the performance of the WORK, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the WORK or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, the CONTRACTOR shall report it to the ARCHITECT in writing at once, and the CONTRACTOR shall not proceed with the WORK affected thereby (except in an emergency as authorized by the ARCHITECT) until a clarification Field Order, or Change Order to the Contract Documents has been issued.

#### 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- A. In resolving conflicts resulting from, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
  - 1. Permits from other agencies as may be required by law, excepting the definition of "Permittee" in these permits.
  - 2. Field Orders
  - 3. Change Orders
  - 4. ARCHITECT's written interpretations and clarifications.
  - 5. Agreement
  - 6. Addenda
  - 7. CONTRACTOR's Bid (Bid Form)
  - 8. Supplementary General Conditions
  - 9. Notice Inviting Bids
  - 10. Instructions to Bidders

## SECTION 00700 - GENERAL CONDITIONS

11. General Conditions
12. Technical Specifications
13. Drawings

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

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

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

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

### ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

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

#### 4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

A. Explorations and Reports. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by the Architect of Record in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, however, reports are not to be considered complete or comprehensive and nontechnical data, interpretations, and opinions contained in such reports are not to be relied on by the CONTRACTOR. The CONTRACTOR is responsible for any further explorations or tests that may be

## SECTION 00700 - GENERAL CONDITIONS

necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.

- B. Existing Structures. Reference is made to SGC 4.2 Physical Conditions of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Paragraph 4.4 herein) which are at or contiguous to the site that have been utilized by the Architect of Record in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, nontechnical data, interpretations, and opinions contained in such drawings are not to be relied on by the CONTRACTOR. The CONTRACTOR is also responsible for any interpretation, interpolation, or extrapolation that it makes of any information shown in such drawings.

### 4.3 DIFFERING SITE CONDITIONS

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

### 4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

- A. Indicated. The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER or the Architect of Record by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or Section 01530 - Protection and Restoration of Existing Facilities, the OWNER and the Architect of Record shall not be responsible for the accuracy or completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities indicated in the Contract Documents, for coordination of

## SECTION 00700 - GENERAL CONDITIONS

the WORK with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.

- B. Not Indicated. If an Underground Utility is uncovered or revealed at or contiguous to the site which was not indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall identify the owner of such Underground Utility and give written notice thereof to that owner and shall notify the ARCHITECT in accordance with the requirements of the Supplementary General Conditions and Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

### 4.5 REFERENCE POINTS

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

### 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT

- A. On City and Borough of Juneau (CBJ) construction projects, the CBJ may make unclassified material available to CONTRACTORS, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. CONTRACTORS are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. For this Project, contact Alec Venechuk, CBJ Material Source Manager, at (907) 586-0874 for the current material rates.
- B. CONTRACTORS proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. CONTRACTORS using the pit must comply with Allowable Use Permit USE 2008-00061. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at (907) 586-0874.
- C. CONTRACTORS deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing operations within the pit. CONTRACTORS shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ.
- D. If CONTRACTOR operations for a Project do not exceed 500 tons of material, the CONTRACTOR will not be required to provide an Individual Mining Plan prepared by an engineer, however, the CONTRACTOR must submit an Individual Mining Plan that is in compliance with Allowable Use

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Permit USE 2008-00061 for gravel extraction within the CBJ/State pit. The CONTRACTOR must contact the CBJ Engineering Department for conditions for the extraction.

- E. CONTRACTORS using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. CONTRACTORS shall account for placement of materials removed from the pit. The CBJ may require CONTRACTORS to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. CONTRACTORS will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the WORK, CONTRACTORS shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Gravel Pit Manager, (907) 586-0874.
- F. The gravel pit overhead charge shall be paid to the CBJ by the CONTRACTOR within 60 days after removal of all materials from the pit and prior to requesting and/or receiving final payment. Upon completion of each excavation CONTRACTORS shall notify the CBJ, in writing, in sufficient time to perform a field-compliance examination prior to vacating the pit. Any significant deviation from the stipulations of the Individual Mining Plan identified during the field inspection shall be corrected by the CONTRACTOR prior to release of the bond. A signed release from CBJ will be required prior to releasing the CONTRACTOR's bond.
- G. If asphalt pavement is removed as part of this WORK, the CONTRACTOR shall dispose of the material at the location designated as the Asphalt Storage Facility, or as directed by the ARCHITECT.
- H. The CBJ/State Pit is a seasonal operation. The hours of operation are from 7:00 a.m. to 6:00 p.m., Monday through Friday, from April 1 through October 15 of the year. CONTRACTORS may obtain gravel on weekends, or during the off-season, by applying for a separate agreement with the City and Borough of Juneau Engineering Department. The CONTRACTOR will be responsible for any additional costs incurred during weekend or off-season operations at the gravel pit.
- I. All CONTRACTORS/equipment operators using the CBJ/State Pit shall be in compliance with Federal Mine Safety and Health Administration regulations for quarry and gravel operations.

## ARTICLE 5 BONDS AND INSURANCE

### 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

- A. The CONTRACTOR shall furnish Performance and Payment Bonds, each in the amount set forth in the Supplementary General Conditions as security for the faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date of Substantial Completion except as otherwise provided by Law or Regulation or by the Contract Documents. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

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- B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.
- C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

### 5.2 INSURANCE

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

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

### ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

#### 6.1 SUPERVISION AND SUPERINTENDENCE

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

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have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ARCHITECT and the ARCHITECT only.

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

### 6.2 LABOR, MATERIALS, AND EQUIPMENT

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



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furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.

- F. The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time set forth in and required by these specifications. All workers shall have sufficient skill and experience to properly perform the WORK assigned to them. Workers engaged in special WORK, or skilled WORK, shall have sufficient experience in such WORK and in the operation of the equipment required to perform all WORK, properly and satisfactorily.
  - G. Any person employed by the CONTRACTOR or by any SUBCONTRACTOR who, in the opinion of the ARCHITECT, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the ARCHITECT, be removed forthwith by the CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of the WORK without the approval of the ARCHITECT. Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ARCHITECT may suspend the WORK by written notice until such orders are complied with.
- 6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ARCHITECT for acceptance in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.
- 6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.
- 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS. The CONTRACTOR shall be responsible to the OWNER and the ARCHITECT of Record for the acts and omissions of its subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any subcontractor and the OWNER or the ARCHITECT nor relieve the CONTRACTOR of any liability or obligation under the contract.
- 6.6 PERMITS
- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and Bonds if required by such agencies. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.
  - B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required

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for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the PERMITTEE in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.

- 6.7 PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the Architect of Record its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the Architect of Record and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ARCHITECT. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the Architect of Record, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations.
- 6.9 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.
- 6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the Architect of Record by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the Architect of Record harmless from and against all claims, damages, losses, and

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expenses (including, but not limited to, fees of Architect's of Records attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the Architect of Record, their consultants, sub-consultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.

### 6.11 SAFETY AND PROTECTION

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

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### 6.12 SHOP DRAWINGS AND SAMPLES

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

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

### 6.14 INDEMNIFICATION

- A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the Architect of Record, their consultants, sub-consultants and the officers, directors, employees, and agents of each and any of them, against and from all claims and liability arising under, by reason of or incidentally to the contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER, and the Architect of Record. Such indemnification by the CONTRACTOR shall include but not be limited to the following:
  - 1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, agents, or third parties;
  - 2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR's or Subcontractor's own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER, or the Architect of Record;
  - 3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
  - 4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this contract of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this contract.

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5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the ARCHITECT, OWNER or any other parties by the CONTRACTOR, its employees, or agents;
  6. Liabilities or claims arising directly or indirectly from the willful or criminal misconduct of the CONTRACTOR, its employees, or agents; and,
  7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.
- B. The CONTRACTOR shall reimburse the OWNER and the Architect of Record for all costs and expenses, (including but not limited to fees and charges of Architects of Record, attorneys, and other professionals and court costs including all costs of appeals) incurred by the OWNER, and the Architect of Record in enforcing the provisions of this Paragraph 6.14.
- C. The indemnification obligation under this Paragraph 6.14 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 6.15 CONTRACTOR'S DAILY REPORTS. The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each Subcontractor's manpower, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms provided by the ARCHITECT and shall be submitted to the ARCHITECT at the conclusion of each WORK day. The report should comment on the daily progress and status of the WORK within each major component of the WORK. These components will be decided by the ARCHITECT. The CONTRACTOR shall record the name, affiliation, time of arrival and departure, and reason for visit for all visitors to the location of the WORK.
- 6.16 ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the contract may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.
- 6.17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES. It is understood that any turn-on, or turn-off line locates and any other WORK or assistance necessary by the CBJ Water Utilities Division, will be at the CONTRACTOR's expense unless otherwise stated in the bid documents. All cost must be agreed to prior to any related actions, and will be considered incidental to the Project cost. Billing to the CONTRACTOR will be direct from the CBJ Water Utilities Division.
- 6.18 OPERATING WATER SYSTEM VALVES
- A. The CONTRACTOR shall submit a written request, to the ARCHITECT, for approval to operate any valve on any in-service section of the CBJ water system. The request must be submitted at least 24-hours prior to operating any valves. The CBJ Water Utilities Division reserves the right to approve or deny the request. The request shall specifically identify each valve to be operated, the time of operation, and the operation to be performed. The CONTRACTOR shall obtain the written approval of the ARCHITECT for any scheduled operation before operating any valve.

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- B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, to the OWNER or any other party, caused by unauthorized operation of any valve of the CBJ water system.
- 6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. Construction of Buildings and Projects. It is unlawful to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment before 7:00 a.m. or after 10:00 p.m., Monday through Friday, or before 9:00 a.m. or after 10:00 p.m., Saturday and Sunday, unless a permit shall first be obtained from the City and Borough Building Official. Such permit shall be issued by the Building Official only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents.

### ARTICLE 7 OTHER WORK

#### 7.1 RELATED WORK AT SITE

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

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

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### ARTICLE 8 OWNER'S RESPONSIBILITIES

#### 8.1 COMMUNICATIONS

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

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

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

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

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

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

8.7 TERMINATION OF AGREEMENT. Paragraphs 15.2 and 15.3 deal with the OWNER's right to terminate services of the CONTRACTOR.

### ARTICLE 9 ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 OWNER'S REPRESENTATIVE. The ARCHITECT will be the OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of the ARCHITECT as the OWNER's representative during construction are set forth in the Contract Documents.

9.2 VISITS TO SITE. The ARCHITECT will make visits to the site during construction to observe the progress and quality of the WORK and to determine, in general, if the WORK is proceeding in accordance with the Contract Documents. Exhaustive or continuous on-site inspections to check the quality or quantity of the WORK will not be required of the ARCHITECT. The ARCHITECT will not, during such visits, or as a result of such observations of the CONTRACTOR's WORK in progress, supervise, direct, or have control over the CONTRACTOR's WORK.

9.3 PROJECT REPRESENTATION. The ARCHITECT may furnish an Inspector to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority of any such Inspector and assistants will be as provided in the Supplementary General Conditions.

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

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- 9.5 AUTHORIZED VARIATIONS IN WORK. The ARCHITECT may authorize variations in the WORK from the requirements of the Contract Documents. These may be accomplished by a Field Order and will require the CONTRACTOR to perform the WORK involved in a manner that minimizes the impact to the WORK and the contract completion date. If the CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time, the CONTRACTOR may make a claim therefor as provided in Article 11 or 12.
- 9.6 REJECTING OR ACCEPTING DEFECTIVE WORK. The ARCHITECT will have authority to reject or accept WORK which the ARCHITECT believes to be defective and will also have authority to require special inspection or testing of the WORK as provided in Paragraph 13.3G, whether or not the WORK is fabricated, installed, or completed.
- 9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS
- A. In accordance with the procedures set forth in the General Requirements, the ARCHITECT will review all CONTRACTOR submittals, including Shop Drawings, samples, substitutes, or "or equal" items, etc., in order to determine if the items covered by the submittals will, after installation or incorporation in the WORK, conform to the requirements of the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The ARCHITECT's review will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
  - B. In connection with the ARCHITECT's responsibilities as to Change Orders, see Articles 10, 11, and 12.
  - C. In connection with the ARCHITECT's responsibilities in respect of Applications for Payment, see Article 14.
- 9.8 DECISIONS ON DISPUTES
- A. The ARCHITECT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the ARCHITECT in writing with a request for formal decision in accordance with this paragraph, which the ARCHITECT will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the ARCHITECT promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the ARCHITECT within 60 days after such occurrence unless the ARCHITECT allows an additional period of time to ascertain more accurate data in support of the claim.
  - B. The rendering of a decision by the ARCHITECT with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the OWNER or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.



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### 9.9 LIMITATION ON ARCHITECT'S RESPONSIBILITIES

- A. Neither the ARCHITECT's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the ARCHITECT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ARCHITECT to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.
- B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ARCHITECT as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ARCHITECT any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.
- C. The ARCHITECT will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The ARCHITECT will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.
- D. The ARCHITECT will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, Supplier, or any other person or organization performing any of the WORK.

### ARTICLE 10 CHANGES IN THE WORK

#### 10.1 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the ARCHITECT.
- B. If the CONTRACTOR believes that it is entitled to an increase or decrease in the Contract Price, or an extension or shortening in the Contract Time as the result of a Field Order, a claim may be made as provided in Articles 11 and 12.
- C. If the OWNER and CONTRACTOR agree on the value of any WORK, or the amount of Contract Time that should be allowed as a result of a Field Order, upon receiving written notice from the ARCHITECT, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the WORK pending the issuance of a Change Order.
- D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be

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allowed as a result of a Field Order, the ARCHITECT can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to the WORK, and a claim may be made therefor as provided in Articles 11 and 12.

- E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any WORK performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering WORK as provided in Paragraph 13.3G.
- F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:
  - 1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1A;
  - 2. changes required because of acceptance of Defective WORK under Paragraph 13.7;
  - 3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
  - 4. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by the ARCHITECT pursuant to Paragraph 9.8.
- G. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

### 10.2 ALLOWABLE QUANTITY VARIATIONS

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

## ARTICLE 11 CHANGE OF CONTRACT PRICE

### 11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ARCHITECT promptly (but in no event later than 30 days) after the start of the occurrence or the event giving rise to the claim

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and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ARCHITECT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ARCHITECT in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.

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

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

### 11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

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

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1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ARCHITECT. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra WORK items or the current wholesale price for such materials delivered to the WORK site, whichever price is lower.
  4. If in the opinion of the ARCHITECT the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the WORK site less trade discount. The OWNER reserves the right to furnish materials for the extra WORK and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.
- D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ARCHITECT. The CONTRACTOR may furnish cost data which might assist the ARCHITECT in the establishment of the rental rate.
1. All equipment shall, in the opinion of the ARCHITECT, be in good working condition and suitable for the purpose for which the equipment is to be used.
  2. Before construction equipment is used on the extra WORK, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ARCHITECT, in duplicate, a description of the equipment and its identifying number.
  3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
  4. Individual pieces of equipment or tools having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
  5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
  6. Equipment. Unless otherwise agreed to in writing, the CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication: "Rental Rate Blue Book" available on-line at <http://www.equipmentwatch.com/rbb.htm> or contact Equipment Watch at (800) 669-3282.
- E. Equipment on the WORK Site. The rental time to be paid for equipment on the WORK site shall be the time the equipment is in productive operation on the extra WORK being performed and, in addition, shall include the time required to move the equipment to the location of the extra WORK and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra WORK, even though located at the site of the extra WORK. Loading and

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

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

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original Agreement. Copies of all amendments to surety Bonds or supplemental surety Bonds shall be submitted to the OWNER for review prior to the performance of any WORK hereunder.

**11.4 CONTRACTOR'S FEE**

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

Actual Overhead and Profit Allowance

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

To the sum of the costs and mark-ups provided for in this Article, one (1) percent shall be added as compensation for Bonds.

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

**11.5 EXCLUDED COSTS.**

- A. The term "Cost of the WORK" shall not include any of the following:
  1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, architects, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the WORK, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
  2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
  3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.
  4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).
  5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but

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not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 11.4.

### ARTICLE 12 CHANGE OF CONTRACT TIME

#### 12.1 GENERAL

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

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

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

- 13.1 WARRANTY AND GUARANTEE. The CONTRACTOR warrants and guarantees to the OWNER and the ARCHITECT that all WORK will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ARCHITECT shall be given to the CONTRACTOR. All Defective WORK, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.
- 13.2 ACCESS TO WORK. The OWNER, ARCHITECT, Architect of Record, their consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.
- 13.3 INSPECTIONS AND TESTS
- A. The CONTRACTOR shall give the ARCHITECT timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
  - B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ARCHITECT's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).
  - C. The ARCHITECT will make, or have made, such inspections and tests as the ARCHITECT deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ARCHITECT, as well as the cost of subsequent re-inspection and retesting. Neither observations by the ARCHITECT nor inspections, tests, or



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approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

- D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the ARCHITECT and the CONTRACTOR.
  - E. If any WORK (including the work of others anticipated under paragraph 7.1) that is to be inspected, tested, or approved is covered without written concurrence of the ARCHITECT, it must, if requested by the ARCHITECT, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ARCHITECT timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the ARCHITECT has not acted with reasonable promptness in response to such notice.
  - F. If any WORK is covered contrary to the written request of the ARCHITECT, it must, if requested by the ARCHITECT, be uncovered for the ARCHITECT's observation and recovered at the CONTRACTOR's expense.
  - G. If the ARCHITECT considers it necessary or advisable that covered WORK be observed by the ARCHITECT or inspected or tested by others, the CONTRACTOR, at the ARCHITECT's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ARCHITECT may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such WORK is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of Architects of Record, attorneys, and other professionals. However, if such WORK is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.
- 13.4 OWNER MAY STOP THE WORK. If the WORK is defective, or the CONTRACTOR fails to perform WORK in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.
- 13.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK. If required by the ARCHITECT, the CONTRACTOR shall promptly, either correct all Defective WORK, whether or not fabricated, installed, or completed, or, if the WORK has been rejected by the ARCHITECT, remove it from the site and replace it with non-defective WORK. The CONTRACTOR shall bear all direct, indirect and consequential costs and damages of such correction or removal, including but not limited to fees and charges of Architects of Record, attorneys, and other professionals made necessary thereby.
- 13.6 ONE YEAR CORRECTION PERIOD
- A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the

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Contract Documents or by any specific provision of the Contract Documents, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such Defective WORK, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective WORK, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of Architects of Record, attorneys and other professionals will be paid by the CONTRACTOR.

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

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

### ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

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

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

#### 14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ARCHITECT for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR's Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.
- C. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments

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will be paid in full in accordance with Article 14 of the General Conditions until 90% of the contract amount has been paid. The remaining 10% of the contract amount shall be retained until:

1. final inspection has been made;
  2. completion of the project;
  3. acceptance of the project by the OWNER and;
  4. the OWNER has received notification from the Alaska Department of Labor that the CONTRACTOR has no outstanding wage/hour violations.
- D. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the Project site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER.
- 14.4 CONTRACTOR'S WARRANTY OF TITLE. The CONTRACTOR warrants and guarantees that title to all WORK, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of payment free and clear of all liens.
- 14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT
- A. The ARCHITECT will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the ARCHITECT's reasons for refusing to recommend payment. In the later case, the CONTRACTOR may make the necessary corrections and resubmit the Application. If the ARCHITECT still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for review and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ARCHITECT's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the OWNER to the CONTRACTOR.
- B. The OWNER may refuse to make payment of the full amount recommended by the ARCHITECT because claims have been made against the OWNER on account of the CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within seven (7) days (with a copy to the ARCHITECT) stating the reasons for such action.

## SECTION 00700 - GENERAL CONDITIONS

### 14.6 PARTIAL UTILIZATION

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

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

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

### 14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the ARCHITECT's observation of the WORK during construction and final inspection, and the ARCHITECT's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ARCHITECT is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ARCHITECT will, within 14 days after receipt of the final Application for Payment, indicate in writing the ARCHITECT's recommendation of payment and present the Application to the OWNER for payment.

## SECTION 00700 - GENERAL CONDITIONS

- B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
1. Liquidated damages, as applicable.
  2. Two times the value of outstanding items of correction WORK or punch list items yet uncompleted or uncorrected, as applicable. All such WORK shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

### 14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

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

14.11 CONTRACTOR'S CONTINUING OBLIGATION. The CONTRACTOR's obligation to perform and complete the WORK in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ARCHITECT, nor the issuance of a Notice of Completion, nor any payment by the OWNER to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the WORK or any part thereof by the OWNER, nor any act of acceptance by the OWNER nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of WORK not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

14.12 FINAL PAYMENT TERMINATES LIABILITY OF OWNER. Final payment is defined as the last progress payment made to the CONTRACTOR for earned funds, less monies withheld as applicable, pursuant to Paragraph 14.10A. The acceptance by the CONTRACTOR of the final payment referred to in Paragraph 14.9 herein, shall be a release of the OWNER and its agents from all claims of liability to the CONTRACTOR for anything done or furnished for, or relating to, the WORK or for any act of neglect of the OWNER or of any person relating to or affecting the WORK, except demands against the OWNER for the remainder, if any, of the amounts kept or retained under the provisions of Paragraph 14.9 herein; and excepting pending, unresolved claims filed prior to the date of the Notice of Completion.

## SECTION 00700 - GENERAL CONDITIONS

### ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

- 15.1 SUSPENSION OF WORK BY OWNER. The OWNER, acting through the ARCHITECT, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the ARCHITECT of a notice of resumption of WORK. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.
- 15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)
- A. In the event of default by the CONTRACTOR, the OWNER may give 10 days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of WORK meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or ARCHITECT's instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the Notice of Termination.
- B. In the event the Agreement is terminated in accordance with Paragraph 15.2A, herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.
- 15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for the value of WORK performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated, which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of WORK performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ARCHITECT in accordance with the procedure prescribed for the making of the final Application for Payment and payment under Paragraphs 14.8 and 14.9.
- 15.4 TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: 1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or

## SECTION 00700 - GENERAL CONDITIONS

negligence of the CONTRACTOR, and notice to resume WORK or to terminate the Agreement has not been received from the OWNER within this time period; or, 2) the OWNER should fail to pay the CONTRACTOR any monies due to the CONTRACTOR in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

### ARTICLE 16 MISCELLANEOUS

- 16.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK
- A. The CONTRACTOR may use on the Project, with ARCHITECT's approval, such stone, gravel, sand, or other material determined suitable by the ARCHITECT, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow, or select borrow.
  - B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the Project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.
  - C. The CONTRACTOR shall not excavate or remove any material from within the Project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ARCHITECT.
  - D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the CBJ may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such materials are in a stockpile, the ARCHITECT may require: that it remain in stockpile; the CONTRACTOR level such stockpile(s); or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the CBJ from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the CBJ and the CONTRACTOR.
  - E. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the ARCHITECT.

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- 16.3 **RIGHT TO AUDIT.** If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.
- 16.4 **ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES.** When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ARCHITECT. 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 ARCHITECT order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra WORK, such order(s) shall be covered by an appropriate contract change document.
- 16.5 **CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS.** All WORK over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued by the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.
- 16.6 **GRATUITY AND CONFLICT OF INTEREST.** The CONTRACTOR agrees to not extend any loan, gratuity or gift of money of any form whatsoever to any employee or elected official of the OWNER, nor will the CONTRACTOR rent or purchase any equipment or materials from any employee or elected official of the OWNER, or to the best of the CONTRACTOR's knowledge, from any agent of any employee or elected official of the OWNER. Before final payment, the CONTRACTOR shall execute and furnish the OWNER an affidavit certifying that the CONTRACTOR has complied with the above provisions of the contract.
- 16.7 **SUITS OF LAW CONCERNING THE WORK**
- A. Should a suit of law be entered into, either by the CONTRACTOR (or the CONTRACTOR's surety) against the OWNER, or by the OWNER against the CONTRACTOR (or the CONTRACTOR's surety), the suit of law shall be tried in the First Judicial District of Alaska.
  - B. If one of the questions at issue is the satisfactory performance of the WORK by the CONTRACTOR and should the appropriate court of law judge the WORK of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal and all other expenses (as may be allowed and set by the court) incurred by the OWNER because of



## SECTION 00700 - GENERAL CONDITIONS

the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the contract.

### 16.8 CERTIFIED PAYROLLS

- A. All CONTRACTORS or Subcontractor who perform work on a public construction contract for the OWNER shall file a Certified Payroll with the Alaska Department of Labor every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).
- B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.
- C. Any CONTRACTOR or Subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

### 16.9 PREVAILING WAGE RATES

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

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

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### 16.11 COST REDUCTION INCENTIVE

- A. At any time within 45 days after the date of the Notice of Award, the CONTRACTOR may submit to the ARCHITECT in writing, proposals for modifying the plans, specifications, or other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.
- B. The cost reduction proposal shall contain the following information:
  - 1. Description of both the existing contract requirements for performing the WORK and the proposed changes.
  - 2. An itemization of the contract requirements that must be changed if the proposal is adopted.
  - 3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
  - 4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
  - 5. The contract items of WORK effected by the proposed changes including any quantity variations.
  - 6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
  - 7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.
- C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the WORK attributable to the consideration or implementation of any such proposal.
- D. If a cost reduction proposal is similar to a change in the plans or Specifications for the Project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.
- E. The CONTRACTOR shall continue to perform the WORK in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has been issued. If any executed Change Order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.
- F. The OWNER, shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in Contract Time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.
- G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a Contract Change Order, which specifically states that the change is executed pursuant to

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this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and Specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the WORK attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.

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

**END OF SECTION**

## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

**SGC 1 DEFINITIONS.** *Remove* the definition for Contract Documents and *replace* with the following:

Contract Documents – The Table of Contents, Notice Inviting Bids, Instructions to Bidders, Bid Forms (including the Bid, Bid Schedule(s), Subcontractor Report, Bid Bond, and all required certificates and affidavits), Agreement, Performance Bond, Payment Bond, General Conditions, Supplementary General Conditions, Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination, Special Provisions, Standard Specifications, Technical Specifications, Drawings, Permits, and all Addenda, and Change Orders executed pursuant to the provisions of the Contract Documents.

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

The OWNER shall furnish to the CONTRACTOR two (2) hard copies of the Contract Documents which will include bound reduced Drawings and full size drawings and one (1) electronic copy (pdf format) on CD-ROM. Additional copies of contract documents are the responsibility of the contractor.

**SGC 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS.** *Remove* No. 12. Technical Specifications and No. 13. Drawings, and *add* the following:

12. Special Provisions Section
13. Standard Specifications for Civil Engineering Projects and Subdivision Improvements  
December 2003 Edition with current Errata Sheets.
14. Drawings.

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

- C. In the preparation of the Contract Documents, the Engineer of Record has relied upon field measurements and visual inspection of the existing structures and surface conditions.

**SGC - 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT.** *Add* the following.

**The CBJ/State Lemon Creek Gravel Pit is available for this Project.**

**SGC - 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT.**

Wherever the land use permits are referenced, *delete* and *replace with* the permit number USE2008-00061.

- *Delete* the last sentence of Paragraph A and *replace with* the following: “Contact Alec Venechuck, CBJ Material Source Manager, at (907) 586-0874 for the current material rates.”
- *Delete* paragraph C., and *replace* with the following paragraph C.

- C. CONTRACTORs deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing operations within

**CHICKEN YARD PARK &**

**AUKE LAKE WAYSIDE IMPROVEMENTS**

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the pit. CONTRACTORS shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ. A \$10,000 cash processing restoration bond is required prior to screening or primary crushing operations.

➤ **Add** the following paragraphs:

- J. Contractors choosing to mine material from CBJ material sources are also subject to the conditions contained in each site's Multi Sector General Permit for Stormwater Discharges associated with industrial activities (MSGP) and the Storm Water Pollution Prevention Plan (SWPPP).
- K. Contractors choosing to perform screening or primary crushing shall comply with all requirements of Mine Safety and Health Administration (MSHA) Part 46, and must obtain a Contractor ID number (7000-52) from MSHA.

**Add** the following SGC 4.7:

**SGC 4.7 USE OF CITY/STATE STABLER'S POINT ROCK QUARRY.** **Add** the following:

**The CBJ/State Stabler's Point Rock Quarry is not available for this Project.**

**SGC 5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS.** The Contractor shall furnish Performance and Payment Bonds in the amount of 100% of the Bid.

**SGC 5.2 INSURANCE AMOUNTS.** The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. The CONTRACTOR must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau. All certificates of insurance supplied to the OWNER shall state that the OWNER is named as **“Additional Insured for any and all work performed for the City & Borough of Juneau” for the Commercial General Liability policy and any other policies, if required in this Section.** NOTE: This requirement has changed. The OWNER no longer requires certificates of insurance referencing project names and contract numbers.

**Delete** paragraph C and **Replace** with the following paragraph C:

- C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract. The coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by the CONTRACTOR. **All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies.**

**SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS**

The CONTRACTOR shall purchase and maintain the following insurance:

1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected. **The CONTRACTOR grants a waiver of any right to subrogation against the OWNER by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not the OWNER has received a waiver of subrogation endorsement from the insurer.

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

- a. State: Statutory
- b. Applicable Federal (e.g., Longshore): Statutory

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

- a. Employers Liability
 

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

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

2. Commercial General Liability (CGL), including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. (under Paragraph 5.2C.2 of the General Conditions) **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS**

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

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

**This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers** The CONTRACTOR shall require each Subcontractor similarly to provide Commercial Automobile Liability Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Commercial Automobile Liability Insurance.

*Add* the following paragraphs:

- C. Builder's Risk: CONTRACTOR is not required to obtain a Builder's Risk insurance policy for this project. The OWNER carries Builder's Risk insurance. If a Builder's Risk claim is filed for this project, the CONTRACTOR will be responsible for the first \$10,000 of the policy's deductible, and the OWNER will be responsible for the remaining deductible.
- D. All Subcontractors are required to secure and maintain the insurance coverages listed above, unless otherwise noted.
- E. If the CONTRACTOR maintains higher limits than the minimums shown above, the OWNER requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the OWNER.
- F. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER.
- G. Should any of the policies described above be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**SGC 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.** *Add* the following:

- B. The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the original contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for Contract Award, and any other information requested by the OWNER from the apparent low Bidder.

**SGC 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS,** *Add* the following paragraph:

- C. CONTRACTOR must pay Subcontractors and/or Suppliers within 30 days of receiving payment from the OWNER, if that payment was made for Work performed by the Subcontractor and/or materials received. Failure to pay Subcontractors within 30 days of receiving payment from which Subcontractor and/or Supplier is to be paid may result in the OWNER initiating debarment proceedings as prescribed in the City and Borough of Juneau Purchasing Code. *The 30 day City and Borough of Juneau*

**CHICKEN YARD PARK &**

**AUKE LAKE WAYSIDE IMPROVEMENTS**

**SUPPLEMENTARY GENERAL CONDITIONS**

**Contract No. BE20-191**

**Page 00800-4**

## SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

*requirement does not supersede AS 36.90.210.*

**SGC 6.6 PERMITS**, *Add* the following paragraph:

- D. Contractor is responsible for obtaining a Hot Works permit from the CBJ Permit Center, if performing work which requires such a permit. Work requiring a Hot Works Permit includes but is not limited to the following: cutting, welding, Thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems or any other similar activity.

**SGC 11.1 CHANGE OF CONTRACT PRICE**. *Change* paragraph C., subparagraph 2, to read:

2. By mutual acceptance of a lump sum, which includes a maximum allowance For overhead and profit in accordance with Paragraph 11.4.

**SGC 14.3 APPLICATION FOR PROGRESS PAYMENT**. Paragraph D.

- D. The Value of Materials Stored at the site shall be an amount equal to 85%.

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

- C. Prior to the final payment the CONTRACTOR shall contact the Alaska Department of Labor and Workforce Development (ADOL) and provide the OWNER with clearance from the ADOL for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample form for this purpose is at the end of this section. The CONTRACTOR shall also submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" signed by ADOL.

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

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

*Add* the following SGC 17:

**SGC 17 GENERAL INFORMATION**. This Project is currently funded by the City and Borough of Juneau, Alaska.

**END OF SECTION**





## Tax Clearance Request Form for Contractors

Date of request: \_\_\_\_\_

Business name of the contractor a Tax Clearance is being requested for: \_\_\_\_\_

Business address: \_\_\_\_\_

Business contact phone number: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

Alaska Employer Account Number: \_\_\_\_\_

Specific time period a tax clearance is being requested for (*i.e. beginning and ending date of a subcontract agreement*):

Subcontract project name: \_\_\_\_\_

Name and address of the person this Tax Clearance is to be returned to: \_\_\_\_\_

Comments or additional information: \_\_\_\_\_

For agency use only:

- Tax Clearance is granted
- Tax Clearance is not granted (*please have employer contact the department*)
- No account on file, liability unknown (*please have employer contact the department*)
- Employer has stated no employees, Tax Clearance not required.

Agency representative signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency representative title: \_\_\_\_\_

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

State of Alaska, Department of Labor, Laborers' and Mechanics' Minimum Rates of Pay, AS 36.05.010 and AS 36.05.050, Wage and Hour Administration Pamphlet No. 600, the latest edition published by the State of Alaska, Department of Labor inclusive, is provided in its entirety in SECTION 00830 – APPENDIX A.

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

Correspondence regarding Title 36 requirements may be submitted electronically or paper copies can be submitted by mail. To submit Title 36 documents electronically, go to <https://myalaska.state.ak.us/home/app>. If filing electronically, submit certified payrolls to ADOL at the website above and email a copy of all certified payrolls to Greg Smith at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

**Within 10 Days of "Notice of Award/Notice to Proceed"** make a list of **all** Subcontractors. Include their name, address, phone, estimated subcontract amount, and estimated start and finish dates. Send this list to the Wage and Hour Section (contact information below).

**Certified Payrolls must be submitted every two weeks. Before the second Friday**, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. Indicate "**Start**" on your first payroll, and "**Final**" on your last payroll for this Project.

As part of the **final payment request package**, CONTRACTOR must submit a "NOTICE OF COMPLETION OF PUBLIC WORKS" form signed by ADOL personnel.

**Contact Information:**

*Wage and Hour Section*  
State of Alaska  
Department of Labor and Workforce Development  
Labor Standards and Safety Division                      and  
Wage and Hour Administration  
P.O. Box 11149  
Juneau, AK 99811-1149  
907-465-4842  
<http://labor.state.ak.us/lss/home.htm>

*Greg Smith, Contract Administrator*  
City and Borough of Juneau  
155 S. Seward Street  
Juneau, AK 99801  
(907) 586-0873  
[Greg.Smith@juneau.org](mailto:Greg.Smith@juneau.org)

**END OF SECTION**

# SECTION 00830

## APPENDIX A

Laborers' & Mechanics'  
Minimum Rates of Pay

Pamphlet 600

Effective April 3, 2020



A photograph of a worker in a hard hat and respirator operating a crane hook in an industrial setting. The worker is wearing a grey long-sleeved shirt and is holding a red crane hook. The background shows a large industrial structure with a curved metal surface.

# Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective April 3, 2020  
Issue 40

**PAMPHLET No. 600**

Title 36. Public Contracts  
AS 36.05

**DEPARTMENT OF LABOR  
AND WORKFORCE DEVELOPMENT**

Wage and Hour Administration



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THE STATE  
of ALASKA  
GOVERNOR MIKE DUNLEAVY

## Department of Labor and Workforce Development

Office of the Commissioner

Post Office Box 111149  
Juneau, Alaska 99811  
Main: 907.465.2700  
fax: 907.465-2784

April 3, 2020

### TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective April 3, 2020.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 13, 2020, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

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

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

For additional copies of this pamphlet go to: <http://labor.state.ak.us/lss/pamp600.htm>

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

Sincerely,

A handwritten signature in black ink that reads "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter  
Commissioner

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## Wage Rates ..... Pages 1-26

**Note to Readers:** The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of current laws and regulations, please refer to the official codes.



## EXCERPTS FROM ALASKA LAW

### **Sec. 36.05.005. Applicability.**

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

### **Sec. 36.05.010. Wage rates on public construction.**

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

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

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

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

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

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

**Sec. 36.05.060. Penalty for violation of this chapter.**

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

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

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

**Sec. 36.05.080. Failure to pay agreed wages.**

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

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

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or

subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

**Sec. 36.05.900. Definition.**

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

**EXCERPTS FROM ALASKA ADMINISTRATIVE CODE**

\*\*\***Notice:** Regulations relating to board and lodging and per diem went into effect on November 25, 2018. The new regulations are excerpted here\*\*\*

**8 AAC 30.051. Purpose.** The purpose of 8 AAC 30.052 – 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.

**8 AAC 30.052. Board and lodging; remote sites.** (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.

(b) A contractor is not required to provide board and lodging:

(1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or

(2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.

(c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:

(1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or

(2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.

**8 AAC 30.054. Per diem instead of board and lodging.** (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:

(1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*;

(2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*; and

(3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

(b) A contractor may not pay per diem instead of board and lodging on a highway project located

- (1) west of Livengood on the Elliot Highway, AK-2;
- (2) on the Dalton Highway, AK-11;
- (3) north of milepost 20 on the Taylor Highway, AK-5;
- (4) east of Chicken on the Top of the World Highway; or
- (5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

**8 AAC 30.056. Alternative arrangement.** Upon a contractor’s written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

- (1) the arrangement does not reduce the laborer, mechanic, or field surveyor’s wages below the prevailing wage rate; and
- (2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

**8 AAC 30.900. General definitions** (selected excerpts only):

In this chapter and in AS 36

(22) “domiciled resident” means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) “employed on the project” means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

## **ADDITIONAL INFORMATION**

### **PER DIEM**

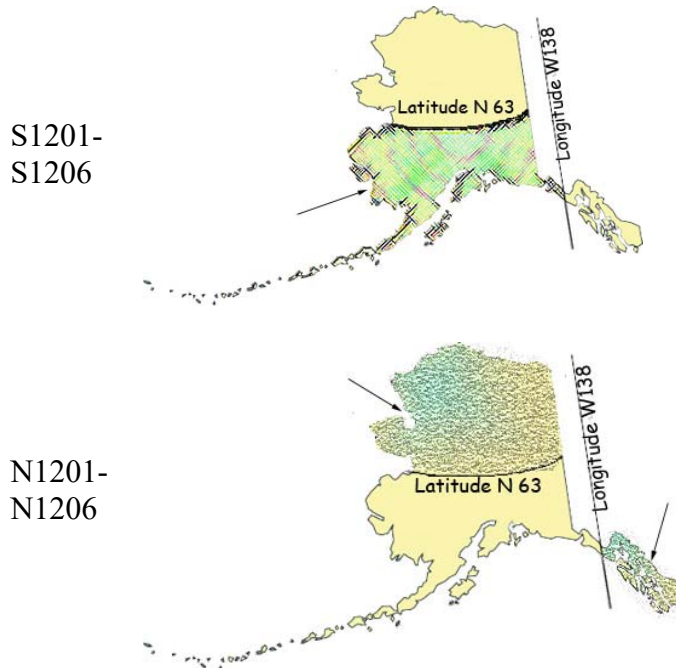
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 30 and read the chapter carefully.

The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (\*) under the classification title. If all of the conditions of 8 AAC 30.054 are met, an employer may pay workers in these classifications per diem instead of providing board and lodging on a remote project.

**Per Diem Rate:** As of May 1<sup>st</sup>, 2019, the minimum per diem rate is \$100.00 per day, or part thereof, the worker is employed on the project. In the event that a contractor provides lodging facilities, but no meals, the department will accept a payment of \$48 per day for meals to meet the per diem requirements.

### LABORER CLASSIFICATION CLARIFICATION

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



### APPRENTICE RATES

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

### FRINGE BENEFIT PLANS

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

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

**SPECIAL PREVAILING WAGE RATE DETERMINATION**

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

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

Requests made pursuant to the above should be addressed to:

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

-or-

Email: [statewide.wagehour@alaska.gov](mailto:statewide.wagehour@alaska.gov)

**EMPLOYMENT PREFERENCE INFORMATION**

In October 2019, the Alaska Attorney General issued a formal opinion stating that the Alaska Statutes 36.10.150 of the State’s 90% Employment Preference law, also known as the Alaska Resident Hire law, violates both the U.S. and Alaska Constitutions. As a result, the state has stopped all enforcement activity.

A copy of the Attorney General opinion is found here:

[http://law.alaska.gov/pdf/opinions/opinions\\_2019/19-005\\_AK-hire.pdf](http://law.alaska.gov/pdf/opinions/opinions_2019/19-005_AK-hire.pdf)

**Alaska Department of Labor and Workforce Development  
Labor Standards and Safety Division  
Wage and Hour Administration  
Web site: <http://labor.state.ak.us/lss/pamp600.htm>**

**Anchorage**

1251 Muldoon Road, Suite 113  
Anchorage, Alaska 99504-2098  
Phone: (907) 269-4900

Email:  
statewide.wagehour@alaska.gov

**Juneau**

PO Box 111149  
Juneau, Alaska 99811  
Phone: (907) 465-4842

Email:  
statewide.wagehour@alaska.gov

**Fairbanks**

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

Email:  
statewide.wagehour@alaska.gov

**LABOR STANDARDS AND SAFETY NOTICE REQUESTS**

If you would like to receive Wage and Hour Administration or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, <https://public.govdelivery.com/accounts/AKDOL/subscriber/new> and selecting topics *LSS – Wage and Hour – Forms and Publications*, *LSS – Mechanical Inspection Regulations*, or *LSS – Wage and Hour Regulations*.

*Publications* are also available online at <http://labor.alaska.gov/lss/home.htm>

**DEBARMENT LIST**

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

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

Company Name

Debarment Expires

Tim Banach, Individual  
Boulder Creek Electric

February 23, 2021  
February 23, 2021

# Laborers' & Mechanics' Minimum Rates of Pay

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

\*See per diem note on last page

<b>A0101</b>	Boilermaker (journeyman)	46.08	8.57	16.72	1.65	VAC 3.50	SAF 0.34	76.86
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## Bricklayers & Blocklayers

\*See per diem note on last page

<b>A0201</b>	Blocklayer	42.13	9.83	8.50	0.55	L&M 0.15	0.87	62.03
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Bricklayer  
 Marble or Stone Mason  
 Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)  
 Terrazzo Worker  
 Tile Setter

<b>A0202</b>	Tuck Pointer Caulker	42.13	9.83	8.50	0.55	L&M 0.15	0.87	62.03
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Cleaner (PCC)

<b>A0203</b>	Marble & Tile Finisher	35.96	9.83	8.50	0.55	L&M 0.15	0.87	55.86
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Terrazzo Finisher

<b>A0204</b>	Torginal Applicator	40.10	9.83	8.50	0.55	L&M 0.15	0.87	60.00
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## Carpenters, Region I (North of 63 latitude)

\*See per diem note on last page

<b>N0301</b>	Carpenter (journeyman)	38.34	10.08	15.23	1.10	L&M 0.10	SAF 0.10	64.95
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Lather/Drywall/Acoustical

## Carpenters, Region II (South of N63 latitude)

\*See per diem note on last page

<b>S0301</b>	Carpenter (journeyman)	38.34	10.08	15.77	1.10	L&M 0.10	SAF 0.10	65.49
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Lather/Drywall/Acoustical

## Cement Masons

\*See per diem note on last page

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



**Cement Masons**  
 \*See per diem note on last page

<b>A0401</b>	Group I, including:	38.38	8.70	11.80	1.43	0.10	<b>L&amp;M</b>	60.41
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
<b>A0402</b>	Group II, including:	38.38	8.70	11.80	1.43	0.10	<b>L&amp;M</b>	60.41
	Form Setter							
<b>A0403</b>	Group III, including:	38.38	8.70	11.80	1.43	0.10	<b>L&amp;M</b>	60.41
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
<b>A0404</b>	Group IV, including:	38.38	8.70	11.80	1.43	0.10	<b>L&amp;M</b>	60.41
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
<b>A0405</b>	Group V, including:	38.38	8.70	11.80	1.43	0.10	<b>L&amp;M</b>	60.41
	Plasterer							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Culinary Workers**

<b>A0501</b>	Baker/Cook	28.37	7.31	7.56			<b>LEG</b>	43.24
<b>A0503</b>	General Helper	25.05	7.31	7.56			<b>LEG</b>	39.92
	Housekeeper							
	Janitor							
	Kitchen Helper							
<b>A0504</b>	Head Cook	28.97	7.31	7.56			<b>LEG</b>	43.84
<b>A0505</b>	Head Housekeeper	25.45	7.31	7.56			<b>LEG</b>	40.32
	Head Kitchen Help							

**Dredgemen**  
\*See per diem note on last page

<b>A0601</b>	Assistant Engineer	40.76	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 65.26
	Craneman							
	Electrical Generator Operator (primary pump/power barge/dredge)							
	Engineer							
	Welder							
<b>A0602</b>	Assistant Mate (deckhand)	39.60	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 64.10
<b>A0603</b>	Fireman	40.04	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 64.54
<b>A0605</b>	Leverman Clamshell	43.29	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 67.79
<b>A0606</b>	Leverman Hydraulic	41.53	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 66.03
<b>A0607</b>	Mate & Boatman	40.76	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 65.26
<b>A0608</b>	Oiler (dredge)	40.04	10.35	13.00	1.00	0.10	0.05	<b>L&amp;M</b> 64.54

**Electricians**  
\*See per diem note on last page

<b>A0701</b>	Inside Cable Splicer	41.27	13.90	13.88	0.95	0.20	0.15	<b>L&amp;M</b> <b>LEG</b> 70.35
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR	
<b>Electricians</b>									
*See per diem note on last page									
<b>A0702</b>	Inside Journeyman Wireman, including: Technicians (including use of drones in electrical construction)	40.94	13.90	14.12	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	70.26
<b>A0703</b>	Power Cable Splicer	57.79	13.90	18.92	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	91.91
<b>A0704</b>	Tele Com Cable Splicer	50.53	13.90	16.17	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	81.90
<b>A0705</b>	Power Journeyman Lineman, including: Power Equipment Operator Technician (including use of drones in electrical construction)	56.04	13.90	18.87	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	90.11
<b>A0706</b>	Tele Com Journeyman Lineman, including: Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator	48.78	13.90	16.11	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	80.09
<b>A0707</b>	Straight Line Installer - Repairman	48.78	13.90	16.11	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	80.09
<b>A0708</b>	Powderman	54.04	13.90	18.81	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	88.05
<b>A0710</b>	Material Handler	26.57	13.33	4.80	0.15		<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	45.15
<b>A0712</b>	Tree Trimmer Groundman	28.37	13.90	12.59	0.15		<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	55.31
<b>A0713</b>	Journeyman Tree Trimmer	37.30	13.90	12.86	0.15		<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	64.51
<b>A0714</b>	Vegetation Control Sprayer	40.85	13.90	12.97	0.15		<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	68.17
<b>A0715</b>	Inside Journeyman Communications CO/PBX	39.52	13.90	13.83	0.95		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	68.55

**Elevator Workers**  
\*See per diem note on last page

<b>A0802</b>	Elevator Constructor	41.38	15.73	18.41	0.63		<b>L&amp;M</b> 0.48	<b>VAC</b> 4.59	81.22
<b>A0803</b>	Elevator Constructor Mechanic	59.11	15.73	18.41	0.63		<b>L&amp;M</b> 0.48	<b>VAC</b> 6.56	100.92

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Heat & Frost Insulators/Asbestos Workers**

\*See per diem note on last page

<b>A0902</b>	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20	0.12	SAF	60.25
<b>A0903</b>	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20	0.12	SAF	60.25
<b>A0904</b>	Insulator, Group II	38.68	9.24	11.01	1.20	0.12	SAF	60.25
<b>A0905</b>	Fire Stop	38.68	9.24	11.01	1.20	0.12	SAF	60.25

**IronWorkers**

\*See per diem note on last page

<b>A1101</b>	Ironworkers, including:	38.75	9.03	22.88	0.72	0.20	L&M IAF	71.94
	Bender Operators							
	Bridge & Structural							
	Hangar Doors							
	Hollow Metal Doors							
	Industrial Doors							
	Machinery Mover							
	Ornamental							
	Reinforcing							
	Rigger							
	Sheeter							
	Signalman							
	Stage Rigger							
	Toxic Haz-Mat Work							
	Welder							
<b>A1102</b>	Helicopter	39.75	9.03	22.88	0.72	0.20	L&M IAF	72.94
	Tower (energy producing windmill type towers to include nacelle and blades)							
<b>A1103</b>	Fence/Barrier Installer	35.25	9.03	22.53	0.72	0.20	L&M IAF	68.09
<b>A1104</b>	Guard Rail Layout Man	35.99	9.03	22.53	0.72	0.20	L&M IAF	68.83
<b>A1105</b>	Guard Rail Installer	36.25	9.03	22.53	0.72	0.20	L&M IAF	69.09

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

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

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*See per diem note on last page

						<b>L&amp;M</b>	<b>LEG</b>	
<b>N1201</b>	Group I, including:	31.71	8.95	17.81	1.30	0.20	0.20	60.17
	Asphalt Worker (shovelman, plant crew)							
	Brush Cutter							
	Camp Maintenance Laborer							
	Carpenter Tender or Helper							
	Choke Setter, Hook Tender, Rigger, Signalman							
	Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)							
	Crusher Plant Laborer							
	Demolition Laborer							
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						<b>L&amp;M</b>	<b>LEG</b>	
<b>N1202</b>	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17

Burning & Cutting Torch

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

**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

						L&M	LEG	
<b>N1202</b>	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Guniting Operator							
	Hod Carrier							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							

						L&M	LEG	
<b>N1203</b>	Group III, including:	33.61	8.95	17.81	1.30	0.20	0.20	62.07
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							
	Plastic Welding							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**

\*See per diem note on last page

<b>N1203</b>	Group III, including:	33.61	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	62.07
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- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

<b>N1204</b>	Group IIIA	36.89	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	65.35
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- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

<b>N1205</b>	Group IV	21.28	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	49.74
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- Final Building Cleanup
- Permanent Yard Worker

<b>N1206</b>	Group IIIB	40.68	6.24	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	66.43
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- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

<b>S1201</b>	Group I, including:	31.71	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	60.17
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- Asphalt Worker (shovelman, plant crew)
- Brush Cutter
- Camp Maintenance Laborer
- Carpenter Tender or Helper
- Choke Setter, Hook Tender, Rigger, Signalman
- Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)
- Crusher Plant Laborer
- Demolition Laborer

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

**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1201</b>	Group I, including:	31.71	8.95	17.81	1.30	0.20	0.20	60.17
	Ditch Digger							
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							

						<b>L&amp;M</b>	<b>LEG</b>	
<b>S1202</b>	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							

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



**Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*See per diem note on last page

<b>S1202</b>	Group II, including:	32.71	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	61.17
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- Environmental Laborer (asbestos, marine work)
- Floor Preparation, Core Drilling
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

<b>S1203</b>	Group III, including:	33.61	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	62.07
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- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

<b>S1204</b>	Group IIIA	36.89	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	65.35
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- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

<b>S1204</b>	Group IIIA	36.89	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	65.35
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- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

<b>S1205</b>	Group IV	21.28	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	49.74
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- Final Building Cleanup
- Permanent Yard Worker

<b>S1206</b>	Group IIIB	40.68	6.24	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	66.43
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- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

**Millwrights**

\*See per diem note on last page

<b>A1251</b>	Millwright (journeyman)	37.64	10.08	12.28	1.10	<b>L&amp;M</b>	0.05	61.55
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<b>A1252</b>	Millwright Welder	38.64	10.08	12.28	1.10	<b>L&amp;M</b>	0.05	62.55
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**Painters, Region I (North of N63 latitude)**

\*See per diem note on last page

<b>N1301</b>	Group I, including:	33.11	8.59	13.50	1.08	<b>L&amp;M</b>	0.07	56.35
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- Brush
- General Painter
- Hand Taping
- Hazardous Material Handler
- Lead-Based Paint Abatement
- Roll

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

**Painters, Region I (North of N63 latitude)**

\*See per diem note on last page

						L&M	
<b>N1302</b>	Group II, including:	33.63	8.59	13.50	1.08	0.07	56.87
	Bridge Painter						
	Epoxy Applicator						
	General Drywall Finisher						
	Hand/Spray Texturing						
	Industrial Coatings Specialist						
	Machine/Automatic Taping						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Spray						
	Structural Steel Painter						
	Wallpaper/Vinyl Hanger						

<b>N1304</b>	Group IV, including:	39.76	8.59	16.37	1.05	0.05	65.82
	Glazier						
	Storefront/Automatic Door Mechanic						

<b>N1305</b>	Group V, including:	28.75	8.59	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

**Painters, Region II (South of N63 latitude)**

\*See per diem note on last page

						L&M	
<b>S1301</b>	Group I, including :	30.45	8.59	14.15	1.08	0.07	54.34
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						

						L&M	
<b>S1302</b>	Group II, including :	31.70	8.59	14.15	1.08	0.07	55.59
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR	
<b>Painters, Region II (South of N63 latitude)</b>									
*See per diem note on last page									
<b>S1302</b>	Group II, including :	31.70	8.59	14.15	1.08		<b>L&amp;M</b> 0.07	55.59	
	Wallpaper/Vinyl Hanger								
<b>S1303</b>	Group III, including :	31.80	8.59	14.15	1.08		<b>L&amp;M</b> 0.07	55.69	
	Bridge Painter								
	Epoxy Applicator								
	Industrial Coatings Specialist								
	Pot Tender								
	Sandblasting								
	Specialty Painter								
	Structural Steel Painter								
<b>S1304</b>	Group IV, including:	39.97	8.59	15.41	1.08		<b>L&amp;M</b> 0.07	65.12	
	Glazier								
	Storefront/Automatic Door Mechanic								
<b>S1305</b>	Group V, including:	28.75	8.59	5.02	0.83		<b>L&amp;M</b> 0.07	43.26	
	Carpet Installer								
	Floor Coverer								
	Heat Weld/Cove Base								
	Linoleum/Soft Tile Installer								
<b>Piledrivers</b>									
*See per diem note on last page									
<b>A1401</b>	Piledriver	38.34	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	64.95
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								
<b>A1402</b>	Piledriver-Welder/Toxic Worker	39.34	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	65.95
<b>A1403</b>	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	69.26
	Single Atmosphere Suit, Bell or Submersible Pilot								
<b>A1404</b>	Diver (working) **See note on last page	82.45	10.08	15.23	1.10		<b>L&amp;M</b> 0.10	<b>IAF</b> 0.10	109.06

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Piledrivers**  
\*See per diem note on last page

<b>A1405</b>	Diver (standby) **See note on last page	42.65	10.08	15.23	1.10	L&M	IAF	69.26
<b>A1406</b>	Dive Tender **See note on last page	41.65	10.08	15.23	1.10	L&M	IAF	68.26
<b>A1407</b>	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	15.23	1.10	L&M	IAF	70.51

**Plumbers, Region I (North of N63 latitude)**  
\*See per diem note on last page

<b>N1501</b>	Journeyman Pipefitter	41.46	9.75	17.00	1.40	L&M	S&L	70.26
	Plumber							
	Welder							

**Plumbers, Region II (South of N63 latitude)**  
\*See per diem note on last page

<b>S1501</b>	Journeyman Pipefitter	40.00	10.73	15.02	1.45	L&M		67.40
	Plumber							
	Welder							

**Plumbers, Region IIA (1st Judicial District)**  
\*See per diem note on last page

<b>X1501</b>	Journeyman Pipefitter	38.82	13.37	11.75	2.50	L&M		66.68
	Plumber							
	Welder							

**Power Equipment Operators**  
\*See per diem note on last page

<b>A1601</b>	Group I, including:	41.53	10.35	13.00	1.00	L&M		66.03
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Beltcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							

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

**Power Equipment Operators**

\*See per diem note on last page

							<b>L&amp;M</b>						
<b>A1601</b>	Group I, including:						41.53	10.35	13.00	1.00	0.10	0.05	66.03

- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
  - (a) Hydralifts or Transporters, (all track or truck type)
  - (b) Derricks
  - (c) Overhead
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)
- Drag Scraper, Yarder, and similar types
- Drilling Machines, Core, Cable, Rotary and Exploration
- Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine
- Grade Checker and/or Line and Grade including Drone
- Helicopters
- Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat
- Hydro Ax, Feller Buncher & similar
- Hydro Excavation (Vac-Truck and Similar)
- Loaders (2 1/2 yards through 5 yards, including all attachments):
  - (a) Forklifts (with telescopic boom & swing attachment)
  - (b) Front End & Overhead, (2-1/2 yards through 5 yards)
  - (c) Loaders, (with forks or pipe clamp)
  - (d) Loaders, (elevating belt type, Euclid & similar types)
- Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)
- Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer
- Micro Tunneling Machine
- Mixers: Mobile type with hoist combination
- Motor Patrol Grader
- Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield
- Off-Road Hauler (including Articulating and Haul Trucks)
- Operator on Dredges
- Piledriver Engineer, L.B. Foster, Puller or similar paving breaker
- Plant Operator (Asphalt & Concrete)
- Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)
- Remote Controlled Equipment
- Scraper (through 40 yards)

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

**Power Equipment Operators**

\*See per diem note on last page

<b>A1601</b>	Group I, including:	41.53	10.35	13.00	1.00	<b>L&amp;M</b>		66.03
						0.10	0.05	

- Service Oiler/Service Engineer
- Shot Blast Machine
- Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)
- Sideboom (under 45 tons)
- Sub Grader (Gurries & similar types)
- Tack Tractor
- Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter
- Wate Kote Machine

<b>A1602</b>	Group IA, including:	43.29	10.35	13.00	1.00	<b>L&amp;M</b>		67.79
						0.10	0.05	

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

<b>A1603</b>	Group II, including:	40.76	10.35	13.00	1.00	<b>L&amp;M</b>		65.26
						0.10	0.05	

- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)

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

**Power Equipment Operators**

\*See per diem note on last page

<b>A1603</b> Group II, including:	40.76	10.35	13.00	1.00	<b>L&amp;M</b>		0.10	0.05	65.26
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- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

<b>A1604</b> Group III, including:	40.04	10.35	13.00	1.00	<b>L&amp;M</b>		0.10	0.05	64.54
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power (sweeper, elevator, vacuum, or similar)
- Bump Cutter
- Compressor
- Farm Tractor
- Forklift, Industrial Type
- Gin Truck or Winch Truck (with poles when used for hoisting)
- Hoists, Air Tuggers, Elevators
- Loaders:
  - (a) Elevating-Athey, Barber Greene & similar types
  - (b) Forklifts or Lumber Carrier (on construction job sites)
  - (c) Forklifts, (with tower)
  - (d) Overhead & Front End, (under 2-1/2 yards)
- Locomotives: Dinkey (air, steam, gas & electric) Speeders
- Mechanics, Light Duty
- Oil, Blower Distribution
- Posthole Digger, Mechanical
- Pot Fireman (power agitated)
- Power Plant, Turbine Operator, (under 200 k.w.)
- Pumps, Water
- Roller (other than Asphalt)
- Saws, Concrete
- Skid Hustler
- Skid Steer (with all attachments)
- Stake Hopper
- Straightening Machine
- Tow Tractor

<b>A1605</b> Group IV, including:	33.83	10.35	13.00	1.00	<b>L&amp;M</b>		0.10	0.05	58.33
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- Crane Assistant Engineer/Rig Oiler
- Drill Helper
- Parts & Equipment Coordinator
- Spotter

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



**Power Equipment Operators**  
 \*See per diem note on last page

						L&M		
<b>A1605</b>	Group IV, including:	33.83	10.35	13.00	1.00	0.10	0.05	58.33
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							

**Roofers**  
 \*See per diem note on last page

						L&M		
<b>A1701</b>	Roofer & Waterproofer	44.62	11.75	3.91	0.81	0.10	0.06	61.25
<b>A1702</b>	Roofer Material Handler	31.23	11.75	3.91	0.81	0.10	0.06	47.86

**Sheet Metal Workers, Region I (North of N63 latitude)**  
 \*See per diem note on last page

						L&M		
<b>N1801</b>	Sheet Metal Journeyman	48.04	11.20	13.61	1.65	0.12		74.62
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							

**Sheet Metal Workers, Region II (South of N63 latitude)**  
 \*See per diem note on last page

						L&M		
<b>S1801</b>	Sheet Metal Journeyman	42.70	11.20	13.89	1.68	0.43		69.90
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	L&M	THR
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**Sheet Metal Workers, Region II (South of N63 latitude)**

\*See per diem note on last page

<b>S1801</b>	Sheet Metal Journeyman	42.70	11.20	13.89	1.68		<b>L&amp;M</b> 0.43	69.90
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- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

**Sprinkler Fitters**

\*See per diem note on last page

<b>A1901</b>	Sprinkler Fitter	47.35	10.23	16.15	0.52		<b>L&amp;M</b> 0.25	74.50
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**Surveyors**

\*See per diem note on last page

<b>A2001</b>	Chief of Parties	44.16	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	69.48
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<b>A2002</b>	Party Chief	42.57	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	67.89
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<b>A2003</b>	Line & Grade Technician/Office Technician/GPS, Drones	41.97	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	67.29
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<b>A2004</b>	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	39.85	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	65.17
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<b>A2006</b>	Chain Person (for crews with more than 2 people)	35.51	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	60.83
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**Truck Drivers**

\*See per diem note on last page

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

**Truck Drivers**

\*See per diem note on last page

							L&M	
<b>A2101</b>	Group I, including:	40.94	11.43	12.64	1.15	0.10		66.26
	Air/Sea Traffic Controllers							
	Ambulance/Fire Truck Driver (EMT certified)							
	Boat Coxswain							
	Captains & Pilots (air & water)							
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards							
	Helicopter Transporter							
	Liquid Vac Truck/Super Vac Truck							
	Material Coordinator or Purchasing Agent							
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)							
	Semi with Double Box Mixer							
	Tireman, Heavy Duty/Fueler							
	Water Wagon (250 Bbls and above)							
<b>A2102</b>	Group 1A including:	42.21	11.43	12.64	1.15	0.10	L&M	67.53
	Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)							
	Jeeps (driver under load)							
	Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)							
<b>A2103</b>	Group II, including:	39.68	11.43	12.64	1.15	0.10	L&M	65.00
	All Deltas, Commanders, Rollagons, & similar equipment							
	Batch Trucks (8 yards & up)							
	Batch Trucks (up to & including 7 yards)							
	Boom Truck/Knuckle Truck (over 5 tons)							
	Cacasco Truck/Heat Stress Truck							
	Construction and Material Safety Technician							
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards							
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)							
	Mechanics							
	Oil Distributor Driver							
	Partsman							
	Ready-mix (up to & including 12 yards)							
	Stringing Truck							

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

**Truck Drivers**

\*See per diem note on last page

<b>A2103</b>	Group II, including:	39.68	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	65.00
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Turn-O-Wagon or DW-10 (not self loading)

<b>A2104</b>	Group III, including:	38.86	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	64.18
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Boom Truck/Knuckle Truck (up to & including 5 tons)  
 Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards  
 Expeditor (electrical & pipefitting materials)  
 Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)  
 Greaser - Shop  
 Semi or Truck & Trailer  
 Thermal Plastic Layout Technician  
 Traffic Control Technician  
 Trucks/Jeeps (push or pull)

<b>A2105</b>	Group IV, including:	38.28	11.43	12.64	1.15		<b>L&amp;M</b> 0.10	63.60
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Air Cushion or similar type vehicle  
 All Terrain Vehicle  
 Buggymobile  
 Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)  
 Bus Operator (over 30 passengers)  
 Cement Spreader, Dry  
 Combination Truck-Fuel & Grease  
 Compactor (when pulled by rubber tired equipment)  
 Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards  
 Dumpster  
 Expeditor (general)  
 Fire Truck/Ambulance Driver  
 Flat Beds, Dual Rear Axle  
 Foam Distributor Truck Dual Axle  
 Front End Loader with Fork  
 Grease Truck  
 Hydro Seeder, Dual Axle  
 Hyster Operators (handling bulk aggregate)  
 Loadmaster (air & water operations)  
 Lumber Carrier  
 Ready-mix, (up to & including 7 yards)  
 Rigger (air/water/oilfield)  
 Tireman, Light Duty

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Truck Drivers**  
\*See per diem note on last page

							L&M	
<b>A2105</b>	Group IV, including:	38.28	11.43	12.64	1.15	0.10		63.60
	Track Truck Equipment							
	Truck Vacuum Sweeper							
	Warehouseperson							
	Water Truck (Below 250 Bbls)							
	Water Truck (straight)							
	Water Wagon, Semi							

							L&M	
<b>A2106</b>	Group V, including:	37.52	11.43	12.64	1.15	0.10		62.84
	Buffer Truck							
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)							
	Bus Operator (up to 30 passengers)							
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)							
	Flat Beds, Single Rear Axle							
	Foam Distributor Truck Single Axle							
	Fuel Handler (station/bulk attendant)							
	Gear/Supply Truck							
	Gravel Spreader Box Operator on Truck							
	Hydro Seeders, Single axle							
	Pickups (pilot cars & all light-duty vehicles)							
	Rigger/Swamper							
	Tack Truck							
	Team Drivers (horses, mules, & similar equipment)							

**Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
\*See per diem note on last page

							L&M	LEG	
<b>N2201</b>	Group I, including:	34.88	8.95	17.81	1.30	0.20	0.20	63.34	
	Brakeman								
	Mucker								
	Nipper								
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)								
	Topman & Bull Gang								
	Tunnel Track Laborer								

							L&M	LEG	
<b>N2202</b>	Group II, including:	35.98	8.95	17.81	1.30	0.20	0.20	64.44	
	Burning & Cutting Torch								
	Certified Erosion Sediment Control Lead (CESCL Laborer)								

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

**Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)**  
 \*See per diem note on last page

<b>N2202</b> Group II, including:	35.98	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	64.44
						0.20	0.20	

- Concrete Laborer
- Floor Preparation, Core Drilling
- Jackhammer/Chipping Gun or Pavement Breaker
- Laser Instrument Operator
- Nozzlemen, Pumpcrete or Shotcrete
- Pipelayer Helper

<b>N2203</b> Group III, including:	36.97	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	65.43
						0.20	0.20	

- Miner
- Retimberman

<b>N2204</b> Group IIIA, including:	40.58	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	69.04
						0.20	0.20	

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayer
- Powderman (Employee Possessor)
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)
- Traffic Control Supervisor, DOT Qualified

<b>N2206</b> Group IIIB, including:	44.75	6.24	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	70.50
						0.20	0.20	

- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)
- Federal Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
- Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)
- Stake Hopper

**Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)**  
 \*See per diem note on last page

<b>S2201</b> Group I, including:	34.88	8.95	17.81	1.30		<b>L&amp;M</b>	<b>LEG</b>	63.34
						0.20	0.20	

- Brakeman
- Mucker
- Nipper
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)

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

**Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)**

\*See per diem note on last page

<b>S2201</b>	Group I, including:	34.88	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	63.34
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Topman & Bull Gang  
Tunnel Track Laborer

<b>S2202</b>	Group II, including:	35.98	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	64.44
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Burning & Cutting Torch  
Certified Erosion Sediment Control Lead (CESCL Laborer)  
Concrete Laborer  
Floor Preparation, Core Drilling  
Jackhammer/Chipping Gun or Pavement Breaker  
Laser Instrument Operator  
Nozzlemen, Pumpcrete or Shotcrete  
Pipelayer Helper

<b>S2203</b>	Group III, including:	36.97	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	65.43
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Miner  
Retimberman

<b>S2204</b>	Group IIIA, including:	40.58	8.95	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	69.04
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Asphalt Raker, Asphalt Belly Dump Lay Down  
Drill Doctor (in the field)  
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)  
Pioneer Drilling & Drilling Off Tugger (all type drills)  
Pipelayer  
Powderman (Employee Possessor)  
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)  
Traffic Control Supervisor, DOT Qualified

<b>S2206</b>	Group IIIB, including:	44.75	6.24	17.81	1.30	<b>L&amp;M</b>	<b>LEG</b>	70.50
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Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)  
Federal Powderman (Responsible Person in Charge)  
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)  
Pioneer Drilling & Drilling Off Tugger (all type drills)(over 5,000 hours)  
Stake Hopper

**Tunnel Workers, Power Equipment Operators**

\*See per diem note on last page

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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**Tunnel Workers, Power Equipment Operators**

\*See per diem note on last page

<b>A2207</b>	Group I	45.68	10.35	13.00	1.00	L&M	0.10	0.05	70.18
<b>A2208</b>	Group IA	47.62	10.35	13.00	1.00	L&M	0.10	0.05	72.12
<b>A2209</b>	Group II	44.84	10.35	13.00	1.00	L&M	0.10	0.05	69.34
<b>A2210</b>	Group III	44.04	10.35	13.00	1.00	L&M	0.10	0.05	68.54
<b>A2211</b>	Group IV	37.21	10.35	13.00	1.00	L&M	0.10	0.05	61.71

\* Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.

\*\* Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

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



## SPECIAL PROVISIONS

The Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition, with sixteen (16) Errata Sheets, as published by the City and Borough of Juneau, is part of these Contract Documents and shall pertain to all phases of the contract. The Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition is available for a fee from the City and Borough of Juneau Engineering Contracts Office, (907) 586-0490, or you may view them online at: [www.juneau.org/engineering](http://www.juneau.org/engineering).

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*Add the following Section:*

### SECTION 01010 - SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.1 GENERAL

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

## SPECIAL PROVISIONS

indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The WORK covered in the Contract Documents includes site improvements at CBJ Chicken Yard Park and Auke Lake Wayside.

1. Work for Chicken Yard Park generally includes excavation, grading, 2” minus shot rock with D-1 base course, concrete curbing, asphalt pavement, repair chain link fence, remove and replace wood retaining wall, play features, split rail fencing, site furnishings, landscaping and other miscellaneous related WORK.
2. Work for Auke Lake Wayside generally includes excavation, grading, D-1 base course, topsoil and seeding, remove and reset existing sign, asphalt pavement, colored concrete sidewalk, and other miscellaneous related WORK.

B. The WORK for Chicken Yard Park and Additive Alternate No. 1, excluding landscaping pay items (2709.1C, 2709.2C, 2710.1C, and 2930.1C), must be completed by October 15, 2020. Remaining items of work must be completed by June 15, 2021.

The WORK for Auke Lake Wayside, must be completed by June 15, 2021.

C. The site of the WORK is located at two locations. Chicken Yard Park is located on Starr Hill near downtown Juneau, Alaska. Auke Lake Wayside is located in the Auke Bay area of Juneau, Alaska.

### 1.3 WORK BY OTHERS

A. The CONTRACTOR’s attention is directed to the fact that work may be conducted at the site by other contractors during the performance of the WORK under this contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the WORK of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.

B. Interference with Work on Utilities. The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

### 1.4 CONTRACTOR USE OF PROJECT SITE

## **SPECIAL PROVISIONS**

- A. The CONTRACTOR's use of the Project site shall include construction operations and storage of materials, fabrication facilities, and field offices only in those areas identified on the Drawings.

### 1.5 OWNER USE OF THE PROJECT SITE

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

### 1.6 PROJECT MEETINGS

#### A. Pre-Construction Conference

1. Prior to the commencement of WORK at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR's Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:
  - a. ENGINEER and Inspector.
  - b. Representatives of OWNER.
  - c. Governmental representatives as appropriate.
  - d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
2. Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring to the Pre-Construction Conference one copy each of the following:
  - a. Plan of Operation.
  - b. Project Overview Bar Chart Schedule.
  - c. Procurement schedule of major equipment and materials and items requiring long lead time.
  - d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
  - e. Name and telephone number of CONTRACTOR's Project Supervisor.
  - f. Erosion Control Plan.
  - g. Traffic Control Plan and CBJ Right-of-Way permit application.
3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedure for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. The CONTRACTOR should be prepared to discuss all of the items listed below:

## SPECIAL PROVISIONS

- a. Status of CONTRACTOR's insurance and bonds.
  - b. CONTRACTOR's tentative construction schedules.
  - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
  - d. Processing applications for payment.
  - e. Maintaining record documents.
  - f. Critical WORK sequencing and long lead items.
  - g. Field decisions and Change Orders.
  - h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.
  - i. Major equipment deliveries and priorities.
  - j. CONTRACTOR's assignments for safety and first aid.
4. The OWNER will preside at the Pre-Construction Conference and will arrange for keeping and distributing the minutes to all persons in attendance.
  5. The CONTRACTOR and its Subcontractors should plan on the conference taking no longer than three hours. Items listed in paragraph 3 will be covered as well as a review of the Drawings and Specifications with the ENGINEER and OWNER.
- B. Progress Meetings
1. The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by the ENGINEER, or as required by the progress of the WORK. The CONTRACTOR, ENGINEER, and all Subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.
  2. The ENGINEER shall conduct the meeting and will arrange for recording and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact the WORK, with a view toward resolving these issues expeditiously.

### 1.7 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS

- A. The following words have the meaning defined in the Technical Portions of the WORK:
1. **Furnish** - means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.
  2. **Indicated** - is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as

## **SPECIAL PROVISIONS**

“shown”, “noted”, “scheduled”, and “specified” also may be used to assist in locating information but no limitation of location is implied or intended.

3. **Install** - defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER’s use.
4. **Installer** - a person or firm engaged by the CONTRACTOR or its subcontract, or any Subcontractor, for the performance of installation, erection, or application WORK at the site. Installers must be expert in the operations they are engaged to perform.
5. **Provide** - is defined as furnish and install, ready for the intended use.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

### **END OF SECTION**

*Add the following Section:*

#### **SECTION 01025 – MEASUREMENT AND PAYMENT**

##### **PART 1 - GENERAL**

###### **1.1 SCOPE**

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items for WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) and Occupational Safety and Health Standards of the Alaska Department of Labor, Division of Labor Standards and Safety.
- B. No separate payment will be made for any Pay Item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.
- C. In addition to the other incidental items of WORK listed elsewhere in the contract, the following items shall also be considered as incidental to other items of WORK under this contract:
  1. Maintenance of all services through the Project area including power, water, storm and sanitary sewers, garbage pickup, mail delivery and emergency vehicles.

## **SPECIAL PROVISIONS**

2. Traffic control, including flaggers, and installation and maintenance of traffic control devices in accordance with the Manual of Uniform Traffic Control Devices – Millennium Edition (MUTCD) and the current AKDOT&PF supplements.
3. Repair or replacement of existing adjacent facilities including piping, landscaping, steel, timber, concrete and asphalt items, if damaged by the CONTRACTOR.
4. Final clean-up and site restoration.
5. All WORK necessary for coordination of work to be accomplished by the private utility companies and property owners within the Project limits.
6. Removal and replacement of survey monuments and markers disturbed during construction, whether shown on the Drawings or not.
7. Watering of the project site as necessary for dust control.
8. Crack sealing all sawcut pavement joints following paving operations.
9. Restoration and grading of all disturbed areas as necessary to provide a smooth transition to existing site surfaces.
10. All sawcutting required for connections to existing asphalt pavement surfaces, concrete surfaces and concrete curbs.
11. Furnishing and installing all temporary construction fencing necessary during construction.
12. Ensure access is provided to adjacent property owners for the duration of the project.
13. Removal and disposal of existing play equipment and foundations and filling any voids left by removal of items.
14. Stabilization of all disturbed soils or landscaping over winter at Chicken Yard Park if all WORK is not complete by October 15, 2020.

1.2 MOBILIZATION (Pay Item Nos. 1505.1C and 1505.1A) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Mobilization will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Payment for Mobilization will be made at the amount shown on the Bid Schedule under Pay Item No. 1505.1C and 1505.1A, which payment will constitute full compensation for all WORK described in Section 01505 - Mobilization, as shown on the Drawings and as directed by the ENGINEER.
- C. Partial payments will be made as the WORK progresses as follows:
  1. When 5% of the total original contract amount is earned from other Pay Items, 50% of the amount bid for Mobilization, or 5% of the original contract amount, whichever is lesser, will be paid.
  2. When 10% of the total original contract amount is earned from other Pay Items, 100% of the amount bid for Mobilization, or 10% of the original contract amount, whichever is lesser, will be paid.

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3. Upon completion of all WORK on the Project, payment of any amount bid for Mobilization in excess of 10% of the total contract amount will be paid.
- 1.3 EROSION AND SEDIMENT CONTROL (Pay Item Nos. 1570.1C and 1570.1A) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Erosion and Sediment Control will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. WORK under this Pay Item includes all requirements described in Section 01570, including but not limited to furnishing, installing and maintaining all BMP measures required. This also includes sweeping and vacuuming of 6<sup>th</sup> Street.
  - C. Payment for Erosion and Sediment Control will be made at the Unit Price named in the Bid Schedule under Pay Item No. 1570.1C and 1570.1A, which payment will constitute full compensation for all WORK described in Section 01570 – Erosion Control, as shown on the Drawings and as directed by the ENGINEER.
- 1.4 ROCK ENERGY DISSIPATOR (Pay Item No. 1570.2A) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Rock Energy Dissipator will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. Payment for Rock Energy Dissipator will be made at the Unit Price named in the Bid Schedule under Pay Item No. 1570.2A, which payment will constitute full compensation for all WORK described in Section 01570 – Erosion and Sediment Control, as shown on the Drawings and as directed by the ENGINEER. P
- 2.1 EXCAVATION (Pay Item Nos. 2202.1C and 2202.1A) PRICE BASED ON QUANTITY, CUBIC YARD
- A. Measurement for payment for Excavation will be based on the number of cubic yards of unclassified material actually excavated, as determined by the average end area method. Where impractical to measure by the average end area method, the ENGINEER may approve other acceptable methods involving three-dimensional measurements. Excavation outside of the subcut limits indicated in the Drawings will not be measured for payment.
  - B. Measurement for payment may be selected by the CONTRACTOR from one of the following methods:
    1. From actual cross sections taken by the CONTRACTOR's surveyor, with the lower limits determined by the neat line subcut limits as indicated on the Typical Sections, or as directed by the ENGINEER.

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2. The CONTRACTOR may review and utilize the ENGINEER's design earthwork quantity computations in lieu of providing its own quantity determinations.
- C. The following will not be measured for direct payment; the cost of such WORK will be considered incidental:
1. Overburden and other spoil material from borrow sources.
  2. Removal of water by aeration of material to obtain required moisture content.
  3. Any volumes of water or other liquid material.
  4. Material used for the purpose other than directed.
  5. Roadbed material scarified in place and not removed.
  6. Material excavated when benching.
  7. Slide or slipout material attributable to the carelessness of the CONTRACTOR.
  8. The volume of conserved materials stockpiled at the option of the CONTRACTOR.
- D. Payment for Excavation will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2202.1C and 2202.1A, which payment will constitute full compensation for all WORK described in Section 02202 - Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.2 MINING AREA RESTORATION & ROAD CLEANING GUARANTEE (Pay Item Nos. 2202.2C and 2202.2A) PRICE BASED ON CONTINGENT SUM PAY UNIT
- A. Measurement for this Item will be made as a Contingent Sum Pay Unit for completion of Mining Area Restoration and Road Cleaning.
  - B. The CONTRACTOR shall be responsible for removal of dirt, mud, rocks and other debris from CBJ and State Right-of-Ways accumulated from the hauling and quarry operations. It is the intent that the traveled public way be kept as clean as practical to minimize dust and to avoid unsafe traffic conditions. If the CONTRACTOR fails to perform necessary road cleaning in a timely manner, the CBJ may hire outside forces to perform the WORK and deduct the cost from this contingent sum item.
  - C. The Contractor shall be responsible for restoration of their mining area in accordance to the conditions of the material source used and mining plan submitted. If the Contractor fails to perform the required mining area restoration prior to project completion, the CBJ may hire outside forces to perform the WORK and deduct the cost from this contingent sum item.
  - D. Release of final payment for Mining Area Restoration and Road Cleaning Guarantee will be made upon determination of completeness by the ENGINEER after deduction of OWNER incurred costs for necessary road cleaning and/or



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mining area restoration not completed in a timely manner by the CONTRACTOR.

- E. Payment for Mining Area Restoration and Road Cleaning Guarantee will be made at the amount named in the Bid Schedule under Pay Item No. 2202.2C and 2202.2A, which payment will constitute full compensation for all WORK described in Section 2202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.3 SIDESLOPE GRADING (Pay Item Nos. 2202.3C and 2202.3A) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Sideslope Grading will be based on the completion of the entire WORK as a Lump Sum Pay Unit, complete, including all placement, grading and excavator bucket compaction of material in accordance with the requirements of the Contract Documents.
  - B. Pay Item 2202.3C will include all WORK related to placement, grading and compaction of material adjacent to the new asphalt driveway and parking stalls at Chicken Yard Park including the filled area to the north east of the parking stalls.
  - C. Pay Item 2202.3A will include all WORK related to placement, grading and compaction of material adjacent to the new concrete and asphalt pedestrian paths at Auke Lake Wayside.
  - D. Payment for Sideslope Grading for Chicken Yard Park will be made at the amount named in the Bid Schedule under Pay Item No. 2202.3C, which will constitute full compensation for all WORK described in section 02202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
  - E. Payment for Sideslope Grading for Auke Lake Wayside will be made at the amount named in the Bid Schedule under Pay Item No. 2202.3A, which will constitute full compensation for all WORK described in section 02202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.4 USABLE EXCAVATION (Pay Item Nos. 2202.4C and 2202.4A) PRICE BASED ON QUANTITY, CUBIC YARD
- A. Measurement for payment for Usable Excavation will be based on the number of cubic yards of material in place as determined by the average end area method. Where impractical to measure by the average end area method, the ENGINEER may approve other acceptable methods involving three-dimensional measurements.
  - B. Payment for Usable Excavation will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2202.4C and 2202.4A, which payment will constitute full compensation for all WORK described in section 02202 –

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Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.

**2.5 2-INCH MINUS SHOT ROCK w/BASE COURSE (Pay Item No. 2204.1C) PRICE BASED ON QUANTITY, CUBIC YARD**

- A. 2-Inch Minus Shot Rock w/Base Course will be measured by the number of cubic yards of material in place as determined by the average end area method, and will be determined on a neat line basis. Where impractical to measure by the average end area method, the ENGINEER may approve other acceptable methods involving three-dimensional measurements. Material outside of the lines, grades and cross sections indicated in the Drawings, or as directed by the ENGINEER, will be deducted from 2-Inch Minus Shot Rock w/Base Course quantities for pay purposes.
- B. Water needed for compaction and added to the base material on the grade will be considered incidental.
- C. 2-Inch Minus Shot Rock will be placed and compacted and covered with Base Course, to a total thickness as shown in the Drawings. Both of these materials will be measured for payment under this Pay Item. 2-Inch Minus Shot Rock shall meet the requirements of Section 2202 – Excavation and Embankment.
- D. Payment for 2-Inch Minus Shot Rock w/Base Course will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2204.1C, which payment will constitute full compensation for all WORK described in Section 02204 – Base Course, as shown on the Drawings and as directed by the ENGINEER.

**2.6 SURFACE COURSE, E-1 (Pay Item No. 2204.2C) PRICE BASED ON QUANTITY, TON**

- A. Surface Course E-1 shall be measured by the ton delivered and placed in accordance with these Specifications. Said measurement may include moisture up to a maximum of 7.0% of dry weight of the material.
- B. When check tests by the ENGINEER indicate that moisture content in excess of 7.0% may be occurring, the frequency of testing will be increased as necessary and the results averaged. When this average tested moisture content is greater than 7.0%, the tonnage, as measured over the period tested, shall be reduced by a percentage equal to the difference between the actual moisture content and 7.0%. No credit will be due the CONTRACTOR when moisture content is less than 7.0%. Samples for determination of moisture content shall be collected at the point of weighing.
- C. Water needed for compaction and added to the base material on the grade will be considered incidental.
- D. Payment for Surface Course, E-1, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2204.2C, which payment will constitute full

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compensation for all WORK described in Section 02204 – Base Course, as shown on the Drawings and as directed by the ENGINEER.

2.7 BASE COURSE, GRADING D-1 (Pay Item No. 2204.3A) PRICE BASED ON QUANTITY, TON

- A. Base Course Grading D-1 shall be measured by the ton delivered and placed in accordance with these Specifications. Said measurement may include moisture up to a maximum of 7.0% of dry weight of the material.
- B. When check tests by the ENGINEER indicate that moisture content in excess of 7.0% may be occurring, the frequency of testing will be increased as necessary and the results averaged. When this average tested moisture content is greater than 7.0%, the tonnage, as measured over the period tested, shall be reduced by a percentage equal to the difference between the actual moisture content and 7.0%. No credit will be due the CONTRACTOR when moisture content is less than 7.0%. Samples for determination of moisture content shall be collected at the point of weighing.
- C. Water needed for compaction and added to the base material on the grade will be considered incidental.
- D. Payment for Base Course, Grading D-1 for Driveways, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2204.3A, which payment will constitute full compensation for all WORK described in Section 02204 – Base Course, as shown on the Drawings and as directed by the ENGINEER.

2.8 CONSTRUCTION SURVEYING (Pay Item Nos. 2702.1C and 2702.1A) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment of Construction Surveying will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. The WORK required to remove and reset all survey monuments and other survey markers disturbed by construction activities will be considered incidental to other WORK.
- C. Payment for Construction Surveying will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2702.1C and 2702.1A, which payment will constitute full compensation for all WORK described in Section 02702 – Construction Surveying, as shown on the Drawings and as directed by the ENGINEER.

2.9 REMOVE WOOD RETAINING WALL (Pay Item No. 2706.1C) PRICE BASED ON QUANTITY, LINEAR FOOT

- A. Measurement for payment of Remove Wood Retaining Wall will be measured per linear foot along the face of the existing retaining wall prior to construction.

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- B. The WORK for this Pay Item includes removing the existing wood retaining wall, filling any voids left by removal of wood posts and disposing of all removed wood. WORK shall include all materials, labor and equipment necessary for a complete and satisfactory removal.
  - C. Payment for Remove Wood Retaining Wall will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2706.1C, which payment will constitute full compensation for all WORK described in Section 02706 – Remove Wood Retaining Wall, as shown on the Drawings and as directed by the ENGINEER.
- 2.10 REPAIR CHAIN LINK FENCE (Pay Item No. 2707.1C) PRICE BASED ON QUANTITY, LUMP SUM
- A. Measurement for payment for Repair Chain Link Fence will be based on the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. The removal and reinstallation of the fence fabric and tension rods to adjust to new driveway elevations will be considered incidental to this Pay Item.
  - C. Payment for Repair Chain Link Fence will be made at the amount shown in the Bid Schedule under Pay Item No. 2707.1C, which payment will constitute full compensation for all WORK described in Section 02707 – Chain Link Fence, as shown on the Drawings and as directed by the ENGINEER.
- 2.11 TOPSOIL (Pay Item Nos. 2709.1C and 2709.1A) PRICE BASED ON QUANTITY, CUBIC YARD
- A. Measurement for payment of Topsoil will be by the cubic yard on the basis of truck measure for all WORK performed in the Contract under Section 02709 – Topsoil, completed and accepted.
  - B. Topsoil found to be in excess of that shown on the Drawings, in place and to final grade, will be deducted from the quantity measured by truck measure based on depths measured at randomly selected locations. Deductions will be computed on the basis of the average end area method.
  - C. The WORK for this Pay Item includes all topsoil shown on the Drawings, including both Civil and Landscape plans.
  - D. Payment for Topsoil will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2709.1C and 2709.1A, which payment will constitute full compensation for all WORK described in Section 02709 – Topsoil, as shown on the Drawings and as directed by the ENGINEER.
- 2.12 TOPSOIL FINISH GRADING (Pay Item Nos. 2709.2C and 2709.2A) PRICE BASED ON QUANTITY, MAN-HOUR

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- A. Topsoil Finish Grading will be measured per man-hour for each man-hour, or part thereof, that the labor personnel is actually at the project site working as directed by the ENGINEER. No measurement for payment will be made for any man-hours not actually working on the finish grading of the topsoil as directed, including travel time, materials and tools expediting, or supervisory personnel.
  - B. No measurement for Topsoil Finish Grading will be made until the topsoil has been graded to a uniform appearance and to within the tolerances required under Pay Item No. 2709.2C and 2709.2A, Topsoil.
  - C. Payment for Topsoil Finish Grading will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2709.2C and 2709.2A, which payment will constitute full compensation for all WORK described in Section 02709 - Topsoil, as shown on the Drawings and as directed by the ENGINEER.
- 2.13 SEEDING, HYDRAULIC METHOD (Pay Item Nos. 2710.1C and 2710.1A) PRICE BASED ON QUANTITY, SLURRY UNIT
- A. Seeding by the hydraulic method will be measured for payment by the number of slurry units (to the nearest 1/10 unit) of mixture actually applied to the designated area as shown on the Drawings and directed by the ENGINEER.
  - B. Payment for Seeding, Hydraulic Method will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2710.1C and 2710.1A, which payment will constitute full compensation for all WORK described in Section 02710 – Seeding, as shown on the Drawings and as directed by the ENGINEER.
- 2.14 METAL HAND RAIL (Pay Item No. 2711.1C) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Measurement of Metal Hand Rail will be measured per linear foot actually installed, complete in place as shown on the Contract Documents. Measurement will be made from outside post to outside post.
  - B. The WORK under this Pay Item will include furnishing and installing Metal Hand Rail, including concrete footing, and all earthwork involved for a complete installation as shown on the Drawings.
  - C. Payment for Metal Hand Rail will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2711.1C, which payment will constitute full compensation for all WORK described in Section 02711 – Metal Hand Rail, as shown on the Drawings and as directed by the ENGINEER.
- 2.15 REMOVE AND RESET EXISTING SIGN (Pay Item No. 2718.1A) PRICE BASED ON LUMP SUM PAY UNIT

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- A. Measurement for payment for Remove and Reset Existing Sign will be based on the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. WORK under this Pay Item includes installing new concrete sign foundations.
  - C. Removal and disposal of existing sign foundations will be considered incidental to other WORK under this Section.
  - D. Payment for Remove and Reset Existing Sign will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2718.1A, which payment will constitute full compensation for all WORK described in Section 02718 – Sign Assembly, as shown on the Drawings and as directed by the ENGINEER.
- 2.16 ELECTRICAL J-BOX RELOCATION (Pay Item No. 2722.1A) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Electrical J-Box Relocation will be based on the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. Payment for Electrical J-Box Relocation will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2722.1A, which payment will constitute full compensation for all WORK described in Section 02722 – Electrical Utilities, as shown on the Drawings and as directed by the ENGINEER.
- 2.17 1-INCH ELECTRICAL CONDUIT, EMPTY (Pay Item No. 2722.2C) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Measurement of 1-inch electrical conduit, empty, will be measured per linear foot actually installed, complete in place as shown on the Contract Documents.
  - B. All capping and marking of the conduit will be considered incidental to other WORK under this section.
  - C. Payment for 1-inch electrical conduit, empty, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2722.2C, which payment will constitute full compensation for all WORK described in Section 02722 – Electrical Utilities, as shown on the Drawings and as directed by the ENGINEER.
- 2.18 REMOVABLE BOLLARD WITH CONCRETE FOOTING (Pay Item No. 2726.1C) PRICE BASED ON QUANTITY, EACH
- A. Measurement of Removable Bollard with Concrete Footing will be the actual number of Removable Bollards and Concrete Footings satisfactorily installed, complete in place. The WORK will include all earthwork, steel and concrete

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necessary to make a complete and satisfactory installation in accordance with the Drawings, or as directed by the ENGINEER.

- B. The WORK under this Pay Item will include furnishing and installing removable bollards, including concrete footing, steel posts, chain, and all earthwork involved for a complete installation as shown on the Drawings.
  - C. Payment for Removable Bollard with Concrete Footing will be made at the amount named in the Bid Schedule under Pay Item No. 2726.1C, which payment will constitute full compensation for all WORK described in Section 02726 – Removable Bollards, as shown on the Drawings and as directed by the ENGINEER.
- 2.19 SPLIT RAIL FENCE, 4-FEET HIGH (Pay Item No. 2730.1C) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Measurement for payment of Split Rail Fence, 4-Foot High will be measured per linear foot along the face of the fence, complete in place and accepted.
  - B. Payment for Split Rail Fence, 4-Foot High will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2730.1C, which payment will constitute full compensation for all WORK described in Section 02730 – Split Rail Fence, as shown on the Drawings and as directed by the ENGINEER.
- 2.20 WOOD RETAINING WALL (Pay Item No. 2740.1C) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Measurement for payment of Wood Retaining Wall will be measured per linear foot along the face of the wall, complete in place and accepted.
  - B. All necessary excavation, leveling course, backfill placement and compaction, temporary support of embankment, slope grading and other work necessary to complete the work will be considered incidental to this Pay Item.
  - C. Payment for Wood Retaining Wall will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2740.1C, which payment will constitute full compensation for all WORK described in Section 02740 – Wood Retaining Wall, as shown on the Drawings and as directed by the ENGINEER.
- 2.21 A.C. PAVEMENT, TYPE II-A, CLASS B (Pay Item Nos. 2801.1C and 2801.1A) PRICE BASED ON QUANTITY, TON
- A. Asphalt Concrete Pavement, Type II-A, Class B will be measured by the ton. The WORK under this Pay Item includes all paving for Chicken Yard Park and Auke Lake Wayside Improvements.
  - B. No measurement will be made for asphalt concrete pavement that exceeds 12% more than the neat line quantity, as determined by the nominal design thickness

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multiplied by the actual area paved, with a conversion factor of 119.0 lbs. per square yard per inch of thickness.

- C. All resealing of joints with existing pavement, including those resealed after the pavement has cooled to ambient temperatures, will not be measured for payment, but will be considered incidental to other WORK under this Section.
  - D. Tack Coat applied to existing joint surfaces and along edge of gutters prior to placement of asphalt concrete pavement, will be considered incidental to other WORK under this Section.
  - E. Asphalt Pavement required for reconstructed collars around manholes and water valves, if any, will be considered incidental to other WORK under this Section.
  - F. Payment under Pay Item No. 2801.1C and 2801.1A may include deductions in the final price if, after asphalt laboratory testing, the asphalt pavement does not meet the required specification. Deductions are further described in Section 02801 – Asphalt Concrete Pavement, Part 3 – Execution, Article 3.13 Acceptance Sampling and Testing, Paragraph K.
  - G. Payment for A.C. Pavement, Type II-A, Class B, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2801.1C and 2801.1A, which payment will constitute full compensation for all WORK described in Section 02801 - Asphalt Concrete Pavement, as shown on the Drawings and as directed by the ENGINEER.
- 2.22 SITE FURNISHINGS (Pay Item No. 2870.1C) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Site Furnishings will be based on the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
  - B. WORK under this Pay Item includes the salvage of existing bench and trash can and furnishing and installing of new benches and trash can, and installation of salvaged dog dispenser bag and all related excavation, concrete footings and mounting. Salvage existing trash can and benches and make available to CBJ.
  - C. Payment for Site Furnishings will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2870.1C, which payment will constitute full compensation for all WORK described in Section 02870 – Site Furnishings as shown on the Drawings and as directed by the ENGINEER.
- 2.23 HILL SLIDE (Pay Item No. 2880.1C) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment for Hill Slide will be based on the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.



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- B. WORK under this Pay Item includes the furnishing and installing of playground equipment, all related excavation, and concrete footings.
  - C. Payment for Hill Slide will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2880.1C, which payment will constitute full compensation for all WORK described in Section 02880 – Play Equipment, as shown on the Drawings and as directed by the ENGINEER.
- 2.24 ACCESSIBLE RESILIENT SURFACING (Pay Item No. 2885.1C) PRICE BASED ON QUANTITY, SQUARE FEET
- A. Measurement for payment for Accessible Resilient Surfacing will be measured per square feet actually installed, complete, all in accordance with the requirements of the Contract Documents.
  - B. Excavation and earthwork required for installation of Accessible Resilient Surfacing will be considered incidental to other WORK under this section.
  - C. Payment for Accessible Resilient Surfacing will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2885.1C, which payment will constitute full compensation for all WORK described in Section 02885 – Accessible Resilient Surfacing, as shown on the Drawings and as directed by the ENGINEER.
- 2.25 CONCRETE PLAY CURB EDGING (Pay Item No. 2885.2C) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Measurement of Concrete Play Curb Edging will be measured per linear foot actually installed, complete in place as shown on the Contract Documents. Measurement will be made along the face of the curb.
  - B. Excavation and earthwork required for installation of Concrete Play Curb Edging will be considered incidental to other WORK under this section.
  - C. Payment for Concrete Play Curb Edging will be made at the Unit Price named in the Bid Schedule under Pay Item Nos. 2885.2C, which payment will constitute full compensation for all WORK described in Section 02885 – Accessible Resilient Surfacing as shown on the Drawings and as directed by the ENGINEER.
- 2.26 LANDSCAPING (Pay Item No. 2930.1C) PRICE BASED ON LUMP SUM PAY UNIT
- A. Measurement for payment Landscaping will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.

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- B. WORK under this Pay Item includes the furnishing and installing of soil amendments, fertilizers, edging, mulches, plants, clean up, and protection of installed plantings.
  - C. Topsoil for landscaping shall be paid for under Pay Item No. 2709.1C, Topsoil.
  - D. Payment for Landscaping will be made at the amount shown in the Bid Schedule under Pay Item No. 2930.1C, which payment will constitute full compensation for all WORK described in Section – 02930 Landscaping, as shown on the Drawings and as directed by the ENGINEER.
- 3.1 CONCRETE WHEEL STOP (Pay Item No. 3302.1C) PRICE BASED ON QUANTITY, EACH
- A. Measurement of Concrete Wheel Stops will be measured per each satisfactorily installed, in accordance with the requirements of the Contract Documents.
  - B. Payment for Concrete Wheel Stops will be made at the Unit Price named in the Bid Schedule under Pay Item No. 3302.1C, which payment will constitute full compensation for all WORK described in Section 03302 – Concrete Structures, as shown on the Drawings and as directed by the ENGINEER.
- 3.2 BASKETBALL HOOP POST FOUNDATION (Pay Item No. 3302.2C) PRICE BASED ON QUANTITY, EACH
- A. Measurement of Basketball Hoop Post Foundation will be per each, complete in place, including all necessary concrete, reinforcing steel, formwork, labor materials, equipment, earthwork, all in accordance with the requirements of the Contract Documents.
  - B. All WORK required for the repair and installation of the salvaged basketball hoop post in a new concrete foundation as shown on the Drawings and as directed by the ENGINEER will be considered incidental to other WORK under this Section.
  - C. Payment for Basketball Hoop Post Foundation will be made at the Unit Price named in the Bid Schedule under Pay Item No. 3302.2C, which payment will constitute full compensation for all WORK described in Section 03302 – Concrete Structures, as shown on the Drawings and as directed by the ENGINEER.
- 3.3 CONCRETE STAIRS (Pay Item No. 3302.3C) PRICE BASED ON QUANTITY, EACH
- A. Measurement of Concrete Stairs will be measured per each satisfactorily installed, in accordance with the requirements of the Contract Documents.
  - B. All necessary excavation, leveling course, backfill placement and compaction, temporary support of embankment, slope grading and other

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work necessary to complete the work will be considered incidental to this Pay Item.

- C. Payment for Concrete Stairs will be made at the Unit Price named in the Bid Schedule under Pay Item No. 3302.3C, which payment will constitute full compensation for all WORK described in Section 03302 – Concrete Structures, as shown on the Drawings and as directed by the ENGINEER.
- 3.4 CONCRETE CURB (Pay Item No. 3303.1C) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Measurement of Concrete Curb will be measured per linear foot actually installed, complete in place as shown on the Contract Documents. Measurement will be made along the face of the curb or curb wall.
  - B. WORK under this Pay Item includes concrete curb at gabion rock retaining wall and the concrete curb wall at the north side of the access driveway. There shall be no separate payment for the various curb types.
  - C. All work necessary to complete the concrete curb repair along Sixth Street as shown on the Contract Documents will be considered incidental to this Pay Item.
  - D. All necessary excavation, leveling course, backfill placement and compaction, temporary support of embankment, slope grading and other work necessary to complete the work will be considered incidental to this Pay Item.
  - E. Payment for Concrete Curb will be made at the Unit Price named in the Bid Schedule under Pay Item Nos. 3303.1C, which payment will constitute full compensation for all WORK described in Section 03303 – Sidewalk, Curb and Gutter, as shown on the Drawings and as directed by the ENGINEER.
- 3.5 COLORED CONCRETE SIDEWALK, 4-INCHES THICK (Pay Item No. 3303.2A) PRICE BASED ON QUANTITY, SQUARE YARD
- A. Measurement of colored concrete sidewalk will be based on the actual square yards complete in place and accepted.
  - B. WORK under this Pay Item includes all concrete required for the sidewalk including the traditional concrete sidewalk and the pigmented concrete band with exposed aggregate finish. No separate payment shall be made for colored or exposed concrete sidewalks.
  - C. Payment for Colored Concrete Sidewalk, 4-Inches Thick, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 3303.2A, which payment will constitute full compensation for all WORK described in Section 03303 – Sidewalk, Curb and Gutter, as shown on the Drawings and as directed by the ENGINEER.

## SPECIAL PROVISIONS

### END OF SECTION

**SECTION 01550 – SITE ACCESS AND STORAGE, PART 1 – GENERAL, Article 1.3, MAINTENANCE OF TRAFFIC, *revise paragraph M to read:***

- M. Provide pedestrian detours as necessary in areas adjacent to new construction following demolition of existing surface. The CONTRACTOR shall provide smooth, graded pathways, free of mud, muck and other materials that will be objectionable to people in street shoes. The pathways shall be a minimum of 36-inches wide, and shall be clearly marked with staking, warning ribbons, or other methods to guide pedestrians through the construction areas and to their residence walkways, if applicable.

**SECTION 01550 – SITE ACCESS AND STORAGE, PART 1 – GENERAL, Article 1.3, MAINTENANCE OF TRAFFIC, *paragraph S, add the following:***

5. Street closures shall be limited to the Contractor's work shift only. No street closures shall be permitted overnight. If the section has only one access, the closure to vehicular traffic shall be limited to five (5) minutes for each occurrence.

**SECTION 01700 – PROJECT CLOSE-OUT, PART 1 – GENERAL, Article 1.3, FINAL SUBMITTALS, Paragraph A. *Delete* items 6, 7 and 8 and *replace with the following sub-paragraph:***

6. Compliance Certificate and release, signed by the CONTRACTOR, shall be submitted to the Engineering Contract Administrator.

**SECTION 01700 – PROJECT CLOSE-OUT, PART 1 – GENERAL, Article 1.3, FINAL SUBMITTALS, *Add the following paragraph:***

- C. Before final payment, the CONTRACTOR shall provide the OWNER with clearance from the Alaska Department of Labor and Workforce Development for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample form for this propose is at the end of Section 00800 – supplementary General Conditions.

**SECTION 01700 – PROJECT CLOSE-OUT, PART 1 – GENERAL, *Replace the COMPLIANCE CERTIFICATE AND RELEASE FORM with the following form:***

**SPECIAL PROVISIONS**

**COMPLIANCE CERTIFICATE AND RELEASE FORM**

**PROJECT: Chicken Yard Park and Auke Lake Wayside Improvements**  
**CONTRACT NO: BE20-191**

The **CONTRACTOR** must complete and submit this form to the Contract Administrator with respect to the entire contract and submit completed Subcontractor Compliance forms for each Subcontractor used on the Contract and listed on the Subcontractor report.

Completed forms shall be submitted upon completion of the Project. All requirements and submittals must be met before final payment will be made to the **CONTRACTOR**.

*I certify that the following and any referenced attachments are true:*

- All **WORK** has been performed, materials supplied, and requirements met in accordance with the applicable Drawings, Specifications, and Contract Documents.
- All payments to Subcontractors and Suppliers have been made in accordance with Alaska Statute 36.90.210. If not, please provide written explanation, for each case, why and the specific mutual payment agreement reached with the Supplier or Subcontractor.
- **CHECK ONE:**
  - All Suppliers and Subcontractors have been paid in full with no claims for labor, materials or other services outstanding.
  - The following Suppliers and Subcontractors are due final payment which will be made upon the release of the final payment by the CBJ. List the Suppliers and Subcontractors and the amount they are due below (attach separate sheet if necessary):

	Supplier or Subcontractor	Amount Owed
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$

**SPECIAL PROVISIONS**

- All employees have been paid not less than the current prevailing wage rates set by the State of Alaska (or U.S. Department of Labor, as applicable).
- All equal employment opportunity, certified payroll and other reports have been filed in accordance with the prime contract.
- The attached list of Subcontractors is complete (required from CONTRACTOR). The City Engineer was advised and approved of all Subcontractors before WORK was performed and has approved any substitutions of Subcontractors.
- All DBE firms listed as a precondition of the prime contract award must have performed a commercially useful function in order for the WORK to count to a DBE goal. All DBE firms performed the WORK stated and have received at least the amount claimed for credit in the Contract Documents.
- All DBE Subcontractors must attach a signed statement of the payment amount received, the nature of WORK performed, whether any balance is outstanding, and indicate that no rebates are involved.
- If the amount paid is less than the amount originally claimed for DBE credit, the CONTRACTOR has attached approval from the City Engineer for underutilization.

*I understand it is unlawful to misrepresent information in order to receive a payment which would otherwise be withheld fi these conditions were not met. I am an authorized agent of this firm and sign this freely and voluntarily. The foregoing statements are true and apply to the following project contractor.*

\_\_\_\_\_ Capacity: CONTRACTOR  
Firm Name

\_\_\_\_\_  
Signed Printed Name Date

Return completed form to: Engineering Contracts Division, City and Borough of Juneau, 155 South Seward Street, Juneau, AK 99801 or by email to: [contracts@juneau.org](mailto:contracts@juneau.org)

Call (907) 586-0873 if we can be of further assistance, or if you have any questions.

**SPECIAL PROVISIONS**

**SUBCONTRACTOR COMPLIANCE CERTIFICATE AND RELEASE FORM**

**PROJECT: Chicken Yard Park and Auke Lake Wayside Improvements**  
**CONTRACT NO: BE20-191**

Each **SUBCONTRACTOR** must complete and submit this form to the Contract Administrator, through the General Contractor, with respect to the entire contract.

Completed forms shall be submitted upon completion of the Project. All requirements and submittals must be met before final payment will be made to the **CONTRACTOR**.

*I certify that the following and any referenced attachments are true:*

- All **WORK** has been performed, materials supplied, and requirements met in accordance with the applicable Drawings, Specifications, and Contract Documents.
  
- \_\_\_\_\_(name of firm) has been paid by the Contractor in accordance with Alaska Statute 36.90.210. (If not, please provide written explanation on an attached sheet, for each case. Provide specific details why payment was not made and the specific mutual payment agreement reached with the Contractor if it is still unresolved.)
  
- **CHECK ONE:**
  - I / WE have been paid in full by the Contractor, with no claims for labor, materials or other services outstanding.
  
  - I / WE are due the following amount from the Contractor which is included in the Contractors Request for Final Payment. WE are due a total of \$\_\_\_\_\_ for the following individual items that have yet to be paid (attach separate sheet if necessary).

	Outstanding Payment Item	Outstanding Amount Owed
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$

**SPECIAL PROVISIONS**

- All employees have been paid not less than the current prevailing wage rates set by the State of Alaska (or U.S. Department of Labor, as applicable).
- All equal employment opportunity, certified payroll and other reports have been filed in accordance with the prime contract.

*I understand it is unlawful to misrepresent information in order to receive a payment which would otherwise be withheld if these conditions were not met. I am an authorized agent of this firm and sign this freely and voluntarily. The foregoing statements are true and apply to the following project contractor.*

\_\_\_\_\_ Capacity: SUBCONTRACTOR  
Firm Name

_____	_____	_____
Sign	Printed Name and Title	Date

Prime Contractor shall return completed form to: Engineering Contracts Division, City and Borough of Juneau, 155 South Seward Street, Juneau, AK 99801 or email: greg.smith@juneau.org

Call (907) 586-0873 if we can be of further assistance or if you have any questions.

**END OF SECTION**



## **SPECIAL PROVISIONS**

**SECTION 02204 – BASE COURSE, PART 2 - PRODUCTS, Article 2.1 MATERIAL, *add the following paragraph:***

- E. Base course for this Project shall have a maximum Nordic Abrasion Value of 18, as determined by ATM 312, and shall meet the gradation requirements for grading D-1.

**SECTION 02702 – CONSTRUCTION SURVEYING, PART 3 – EXECUTION, Article 3.1, CONSTRUCTION, *add the following paragraphs:***

- M. A copy of the surveyor's notes shall be provided to the ENGINEER. No payment will be made for Pay Item No. 2702.1 until the ENGINEER has received a copy of these surveyor's notes.
- N. Global Position System (GPS) survey methods shall not be used for grading control unless approved in writing by the ENGINEER.

*Add the following Section:*

### **SECTION 02706 – REMOVE WOOD RETAINING WALL**

#### **PART 1 – GENERAL**

##### **1.1 DESCRIPTION**

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for removing existing wood retaining wall, as directed by the ENGINEER. This includes filling any holes or voids created when removing the wood retaining wall.

#### **PART 2 – PRODUCTS (Not Used)**

#### **PART 3 - EXECUTION**

##### **3.1 GENERAL**

- A. All wood retaining walls shown on the Drawings for removal shall be removed and backfilled with suitable material to match the adjacent ground surface. Usable material from excavation shall be used as backfill. Disposal of the existing wood retaining wall shall be in accordance with these Specifications.

### **END OF SECTION**

**SECTION 02707 – CHAIN LINK FENCE, PART 2 – PRODUCTS, Article 2.1, MATERIALS, *add the following:***

- K. Fabricated fence post base connection shall be hot dip galvanized after fabrication.

**SPECIAL PROVISIONS**

**SECTION 02709 – TOPSOIL, PART 2 – PRODUCTS, Article 2.1, MATERIALS, *revise the first sentence of paragraph C to read:***

- C. Topsoil shall contain not less than 8% or more than 20% organic matter by weight, as determined by loss-on-ignition of oven-dried samples in accordance with ASTM T-6.

**SECTION 02709 – TOPSOIL, PART 3 – EXECUTION, Article 3.1, CONSTRUCTION, *revise paragraph A to read:***

- A. All areas beyond the shoulder and/or driveway edges that require regrading or are otherwise disturbed during construction, shall be graded to neat, uniform, well-drained grade lines and appearance, as determined by the ENGINEER. These areas shall be hydroseeded, unless otherwise shown on the Drawings, or directed by the ENGINEER.

**SECTION 02709 – TOPSOIL, PART 3 – EXECUTION, Article 3.1, CONSTRUCTION, *add the following:***

- F. No topsoil shall be placed on the graded slope areas unless these areas can be finish graded and seeded within 30 days of the date originally placed. Topsoil shall be consolidated/rolled by water fill lawn roller or other Engineer approved method prior to application of seed. Topsoil placed, but not finish graded or seeded within 30 days, will be deducted from payment until the topsoil has been rescarified, graded and supplemented with additional topsoil as required to provide a smooth, well graded and scarified surface suitable for seeding, as determined by the ENGINEER. All additional topsoil required after 30 days of the original placement will not be measured for payment, but will be considered incidental to other WORK.

**SECTION 02710 – SEEDING, PART 2 – PRODUCTS, Article 2.1, SEED, *revise table in paragraph B to read:***

MATERIAL	TYPE	MIX PROPORTION
Seed	Tufted Hairgrass	11%
	Arcta Red Fescue	42%
	Boreal Fescue	42%
	Annual Rye	5%

*Delete Section 02711 Landscape Planting and Add the following Section:*

**SECTION 02711 – METAL HAND RAIL**

**PART 1 - GENERAL**

1.1 DESCRIPTION

## **SPECIAL PROVISIONS**

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for installation of aluminum handrails, mounting brackets, cedar posts and concrete footings, as directed by the ENGINEER.

### 1.2 SUBMITTALS

- A. Shop Drawings: For aluminum railing and mounting bracket, include construction details, weld types, material descriptions, dimensions of individual components and profiles, finishes, colors, field-assembly requirements, and installation details.
- B. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, finishes, colors, field-assembly requirements, and installation details.

### 1.3 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing metal fabrications similar to those required for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required unit.
- B. Welding: Qualify procedures and personnel according to the following:
  - 1. AWS D1.2/D1.2M, "Structural Welding Code--Aluminum."

## **PART 2 – PRODUCTS**

### 2.1 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- B. Aluminum shall be detailed in accordance with standard industry practice and suitable for the use intended.
- C. Fasteners and connectors used together should be of the same type. Do not mix dissimilar metals.

### 2.2 METALS

- A. Aluminum Plates, Shapes, Rods, and Bars: Unless otherwise required, aluminum shall be 6061-T6 alloy.

## **SPECIAL PROVISIONS**

### 2.3 WOOD, GENERAL

- A. Comply with DOC PS 20 and with grading rules of lumber grading agencies certified by ALSC's Board of Review as applicable. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by ALSC's Board of Review.
  - 1. Factory mark each item with grade stamp of grading agency.
  - 2. For items that are exposed to view in the completed Work, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
  - 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry wood products.
  - 4. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content:
  - 1. All wood: 19 percent.

### 2.4 WOOD

- A. Cedar posts shall be No. 1 grade or better, S4S. Chamfer all exposed edges.

### 2.4 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

### 2.5 TRANSPARENT WOOD FINISHES/TREATMENT

- A. General: Field or shop applied to all exterior cedar posts.
- B. Available Manufacturers and Products: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to the following:
- C. CedarCide: Cedarshield Deck, Dock and Fence Wood Treatment  
PO Box 324, Lewisville, TX 75067. [www.cedarcide.com](http://www.cedarcide.com)

## **PART 3 – EXECUTION**

### 3.1 METAL FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

## **SPECIAL PROVISIONS**

- B. Metal Components: Form to required shapes and sizes with true, consistent curves, lines, and angles. Separate metals from dissimilar materials to prevent electrolytic action.
- C. Welded Connections: Weld connections continuously. Weld solid members with full-length, full-penetration welds and hollow members with full-circumference welds. At exposed connections, finish surfaces smooth and blended so no roughness or unevenness shows after finishing and welded surface matches contours of adjoining surfaces.
- D. Pipes and Tubes: Form simple and compound curves by bending members in jigs to produce uniform curvature for each repetitive configuration required; maintain cylindrical cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of handrail and railing components.
- E. Exposed Surfaces: Polished, sanded, or otherwise finished; smooth all surfaces, free from burrs, barbs, splinters, and sharpness; all edges and ends rolled, rounded, or capped.
- F. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- G. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- H. Form exposed work true to line and level with accurate angles and surfaces and straight edges.

### 3.2 WOOD FINISHING

- A. All Work that could be in human contact is to be S4S and be free of splinters, checks, cracks, burrs knots, and other surface blemishes that could harm or injure.
  - a. Provide best face towards potential human contact and side with most opportunity to be viewed.
  - b. Make good any portion with wood defects that could harm or injure
  - c. Reject any wood that cannot be made safe without compromising the wood structure or aesthetics.
  - d. Ensure all surfaces are smooth to the touch.
  - e. Make good any surfaces as directed by ENGINEER

### 3.3 TRANSPARENT WOOD FINISHES/TREATMENT

- A. All cedar posts to receive transparent wood finish/treatment with product specified.

## **SPECIAL PROVISIONS**

- B. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

### **END OF SECTION**

**SECTION 02718 – SIGN ASSEMBLY, PART 3 - EXECUTION, Article 3.1 GENERAL, *add the following paragraph:***

- H. Remove and reset existing Auke Lake sign on new concrete foundation as shown on the drawings. Set new sign plumb and square on new foundations. Provide new connection hardware to make a complete and satisfactory installation.

*Add the following Section:*

### **SECTION 02722 – ELECTRICAL UTILITIES**

#### **PART 1 - GENERAL**

##### **1.3 DESCRIPTION**

- A. The WORK under this Section includes subcontracting or otherwise arranging with AEL&P, ACS or GCI for any work with the power, telephone and television services, respectively, for the WORK shown on the Drawings or described in this Section. This includes relocation of existing conductors of the respective utility companies.

#### **PART 2 – PRODUCTS**

##### **2.1 MATERIALS**

- A. Materials shall be as specified by the owner of the private utility service company.
- B. Materials shall conform to the requirements of the National Electrical Code.

#### **PART 3 – EXECUTION**

##### **3.1 CONSTRUCTION**

- A. Construction shall be in accordance with the agreement arranged by the CONTRACTOR with the owner of the utility service being relocated, except that the Drawings and Specifications shall take precedence in the event of a conflict.
- B. All WORK with the electrical utilities shall conform to the requirements and standards established by the private utility companies and shall meet all applicable codes and regulations.

## **SPECIAL PROVISIONS**

- C. The WORK under this Section does not include excavating, backfilling, or any other work under, around, or along electrical utilities that are not in direct conflict with other WORK.

### 3.2 ELECTRICAL CODUIT EXTENSIONS

- A. The WORK under this Item includes the extension of existing 2" PVC conduit and relocation of existing electrical utility J-Box to avoid conflict with new concrete sidewalk.

## **END OF SECTION**

*Add the following Section:*

## **SECTION 02726 – REMOVABLE BOLLARDS**

### **PART 1 - GENERAL**

#### 1.1 DESCRIPTION

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and installing removeable bollards with concrete footing at the locations specified on the Drawings and as directed by the ENGINEER.

#### 1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 03301: Structural Concrete

#### 1.3 SUBMITTALS

- A. Shop drawing for removable bollard.

### **PART 2 - PRODUCTS**

2

#### 2.1 CONCRETE

- A. The removable bollard footing shall be formed of concrete in accordance with Section 03301 – Structural Concrete.

#### 2.2 STEEL

- A. Structural tube steel and other steel components shall be constructed of Schedule 40 high carbon steel.
- B. Galvanized chain shall be ¼" diameter in thickness. All other galvanized steel shall be zinc coated using zinc grade "E: in accordance with Federal Specification QQ-Z-351.

## **SPECIAL PROVISIONS**

### **PART 3 - EXECUTION**

3

#### 3.1 INSTALLATION

- A. All removable bollards shall be set plumb and level in the location as shown on the Drawings.

### **END OF SECTION**

*Add the following Section:*

### **SECTION 02730 – SPLIT RAIL FENCE**

#### **PART 1 - GENERAL**

##### 1.1. DESCRIPTION

- B. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for installing Split Rail Fence as shown on the Drawings.

#### **PART 2 - PRODUCTS**

##### 2.1 GENERAL

- A. All wood post and split rail materials shall be Cedar wood with a natural resistance to decay. Materials shall be free from loose knots, cracks, and other imperfections.
- B. Buried fence posts ends and all cuts shall be treated with an approved wood preservative product.

#### **PART 3 - EXECUTION**

##### 3.1 INSTALLATION

- A. Posts shall be set true to line and grade.
- B. Set posts directly in the existing earth. Recompact soil around the fence posts to securely embed the post at least 30 inches into undisturbed natural ground.
- C. Install horizontal split rail members to allow end sections of horizontal fence railing members to connect at the cedar fence post locations.

### **END OF SECTION**

*Add the following Section:*

### **SECTION 02740 – WOOD RETAINING WALL**

#### **PART 1 - GENERAL**



## **SPECIAL PROVISIONS**

### 1.2. DESCRIPTION

- C. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for installing wood retaining walls as shown on the Drawings.

## **PART 2 - PRODUCTS**

### 2.1 GENERAL

- A. Minimum 6 inch by 6 inch (nominal) pressure-treated posts rated for ground contact. Ensure posts are straight, solid, have at least three good sides, and are free of visible dry rot, with only a minor amount of splitting or cracking. Ensure all posts used in the wall have the same cross-sectional area.
- B. Minimum 2 inch by 12 inch (nominal) pressure-treated horizontal members rated for ground contact. Ensure members are straight, solid, have at least three good sides, and are free of visible dry rot, with only a minor amount of splitting or cracking. Ensure all horizontal members used in the wall have the same cross-sectional area.
- C. Minimum 2 inch by 10 inch (nominal) cedar top cap members. Ensure members are straight, solid, have at least three good sides, and are free of visible dry rot, with only a minor amount of splitting or cracking. Ensure all top cap members used in the wall have the same cross-sectional area. Top cap members to be mitered to 2% to prevent ponding on surface.
- D. All exposed wood edges to have ½" radius.
- E. Buried posts ends and all cuts shall be treated with an approved wood preservative product.
- F. 16p galvanized sinkers for fasteners to connect horizontal members to posts
- G. 3 inch wood deck screws for fasteners to connect top cap to posts. Counter sink vertical screws.

## **PART 3 - EXECUTION**

### 3.1 EXCAVATION AND EMBANKMENT

- A. Prior to beginning wall construction, compact existing soils to 95% compaction.
- B. At no time during construction may additional surcharge load be applied to the retained soil behind the wall. This includes the operation of heavy equipment.

### 3.1 INSTALLATION

- A. Posts shall be set true to line and grade.

**SPECIAL PROVISIONS**

- B. Set posts directly in the existing earth spaced at 4 feet max spacing. Recompact soil around the posts to securely embed the post at least 36 inches into undisturbed natural ground.
- C. Install 8 foot minimum horizontal members to posts. Each course to be offset from the course below by 4 feet.
- D. After each course is laid place backfill material behind the wall and compact with hand tools to a density equal to or greater than the existing soil behind the wall.
- E. Install the top cap such that the 2% mitered face is sloping towards the front face of the wall.

**END OF SECTION**

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 1 – GENERAL, Article 1.1, DESCRIPTION, *revise paragraph B as follows and add paragraph C:***

- B. Asphalt concrete mix for this Project for the paved street section shall be Type II-A, Class B. See Table 02801-1 and Table 02801-2.
- C. Asphalt concrete mix for driveways and hydrant pads may be either Type III, Class B, or Type II-A, Class B. See Table 02801-1 and Table 02801-2.

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 1 – GENERAL, Article 1.1, DESCRIPTION, Table 02801-1 ASPHALTIC CONCRETE MIX REQUIREMENTS *revise the table as follows:***

	<u>CLASS A</u>	<u>CLASS B</u>
<u>DESIGN PARAMETERS</u>		
Voids in total mix, percent	2.5 – 4.0	2.5 – 4.0%
Percent oil content	5.8 – 6.8	5.8 – 6.8%

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 2 - PRODUCTS, Article 2.1, COMPOSITION OF ASPHALT CONCRETE MIXTURES – JOB MIX DESIGN, Paragraph C: *delete sub-paragraph 6 and replace with the following:***

- 6. The mix design shall be 50 blow Marshall Method.

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 2 - PRODUCTS, Article 2.3, ASPHALT MATERIALS, *Delete paragraph B and replace with the following:***

- B. ASPHALT CEMENT
  - 1. Asphalt cement shall be designated PG 58-28 PLUS.

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 2 - PRODUCTS, *add the following Article:***

2.6 RECLAIMED ASPHALT PAVEMENT

## SPECIAL PROVISIONS

- A. Reclaimed Asphalt Pavement (RAP) may be used in the asphalt mix up to 20% of the total mix.
- B. RAP will be available at no cost from the CBJ Lemon Creek Stockpile. The contractor will notify Michael Eich, CBJ Pits and Quarries Manager, 586-0874, of quantity needed, to coordinate access and for Lemon Creek Gravel Pit permit compliance requirements, prior to taking any RAP. The Contractor shall weigh each load at the CBJ scales and record on a CBJ scale ticket. The CBJ makes no guarantees of the quantity or quality of the RAP.
- C. The Contractor shall provide a mix design showing the inclusion of the specified percentage of RAP according to the mix design requirements in this section.
- D. Use of RAP in the Contractor's asphalt mix does not nullify any of the other specification requirements or associated asphalt quality deductions

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 - EXECUTION, Article 3.2, EQUIPMENT, Paragraph C, *delete item 2 and replace with the following:***

- 2. Each truck shall have a watertight canvas cover of such size as to extend at least one foot over the sides and end of the truck bed and be adequately secured to protect the asphalt concrete mixture. The use of canvas covers will be required at all times.
- 3. The Contractor shall make the trucks to be used for hauling the asphalt concrete mixture available for inspection by the Engineer prior to paving day and shall be identified in the Paving Plan. Trucks that do not meet the requirements of this section may be rejected by the Engineer and not allowed on the project unless the deficiencies are remedied and approved by the Engineer in advance of hauling asphalt. Use of trucks not approved for delivery by the Engineer may result in the rejection of the asphalt concrete mixture within the unapproved truck.

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 - EXECUTION, Article 3.2, EQUIPMENT, *add the following paragraph:***

- E. Heavy, full size, self-propelled laydown units that will place concentrated loading on curb and gutter sufficient to cause breakage, or other damage to the concrete, will not be permitted.

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 - EXECUTION, Article 3.8, SPREADING AND PLACING, *revise paragraph H to read:***

- H. Manhole frame and covers and water valve boxes shall be set to final grade in accordance to CBJ Standard 205 – MANHOLE HEIGHTS, prior to paving operations. If the cover lugs or frame, whichever is higher, does not meet the required depression range following the finish paving operations, the CONTRACTOR shall construct a transition slab with asphalt pavement overlay, per CBJ Standard 126 – CONCRETE COLLAR, at no additional cost to the OWNER.

## SPECIAL PROVISIONS

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 - EXECUTION, Article 3.8, SPREADING AND PLACING, *add the following paragraph:***

- K. The Contractor shall hold a pre-paving conference on site with the Engineer to review and verify the accuracy of the Paving Plan prior to paving day. The paving foreman shall be present to explain each of the operational details included in the paving plan.

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 - EXECUTION, Article 3.10, JOINTS, *replace paragraph C with the following:***

- D. Improperly formed asphalt joints resulting in surface irregularities or rock segregation shall be removed, full road width, replaced with new material, and thoroughly compacted. The edge of pavement along the centerline joint shall not be allowed to drop below 200 degrees Fahrenheit prior to the asphalt mix from the adjacent lane being placed against this edge.

**SECTION 02801 -- ASPHALT CONCRETE PAVEMENT, PART 3 – EXECUTION, Article 3.10, JOINTS, *add the following paragraph:***

- J. All sawcut joints with existing asphalt pavement shall be resealed with asphalt cement after the new pavement has cooled to ambient temperature. All joints with concrete gutters found to have a gap shall be blown out using a weed burner torch, filled with asphalt cement and covered with a layer of dry sand. Excess sand shall be removed and asphalt cement placed on the concrete gutter more than one-inch from the edge of gutter shall be removed using solvent or other approved methods.

**SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 - EXECUTION, Article 3.13, Acceptance Sampling and Testing, *add the following paragraph:***

- K. For each lot of asphalt pavement produced, at least two (2) samples shall be taken by the CONTRACTOR for purposes of acceptance testing by the OWNER. The CONTRACTOR shall split the sample with the OWNER to retain a portion for their use. The sample shall be taken according to proper sampling methods, from the asphalt pavement on the grade.

The deduction amounts will be determined from the OWNER's acceptance testing results. The values will be calculated by averaging the amount of the absolute value of the two tests outside the job mix design tolerance (the difference between the actual test result and the job mix design tolerance range). A test value within the job mix design tolerance will be considered a zero (0) value for averaging the two values. Deduction from the asphalt pavement pay item shall be made at the following amounts:

1. #200 Sieve: the greater of either 1.0% the contract price for asphalt pavement placed within the sampled lot or \$500 per each 0.1% outside the job mix design tolerance, not exceeding 6% maximum, of the percent passing the #200 sieve. The allowable tolerance for this Contract shall be +/-1.0% of the target mix design value and shall not exceed the content limits specified in

## **SPECIAL PROVISIONS**

this Contract. If values fall outside of the allowable tolerance, deductions shall be calculated from the mix design target value.

2. Asphalt Content: the greater of either 1.0% of the contract price for asphalt pavement placed within the sampled lot or \$500 per each 0.1% outside the allowable job mix design asphalt content tolerance. The allowable asphalt content tolerance for this Contract shall be +/- 0.4% of the target job mix design value and not to fall below a value of 5.6%. If values fall outside of the allowable tolerance, deductions shall be calculated from the mix design target value.

The pay deductions for exceeding the job mix design tolerances does not constitute acceptance of a mix that does not meet the specifications. Further acceptance testing will be performed to determine if the asphalt pavement specifications have been met. No payment for asphalt pavement will be made for asphalt pavement exceeding job mix design tolerances, or not meeting asphalt pavement specifications, until additional testing determines whether the asphalt pavement meets all other specifications.

For the purposes of this Contract, one lot of asphalt pavement is defined as 500 tons, or a single day's asphalt pavement production of at least 100 tons.

*Add the following Section:*

### **SECTION 02870 – SITE FURNISHINGS**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

##### **1.2 SUMMARY**

- A. This Section includes the following:
  1. Benches
  2. Trash Cans
- B. Related Sections include the following:
  1. CBJ Standard Specifications
  2. Division 3 – Cast In Place Concrete, for installation of anchoring in concrete footings or pads

##### **1.3 SUBMITTALS**

## SPECIAL PROVISIONS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, finishes, colors, field-assembly requirements, and installation details.
- B. Samples for Initial Selection: For units with factory-applied color finishes.
- C. Submit manufacturer's standard range of color samples for OWNER selection and approval. Provide samples at a minimum of one week prior to when color selections are needed.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Steel: Free from surface blemishes and complying with the following:
  - 1. Plates, Shapes, and Bars: ASTM A 36/A 36M.
  - 2. Steel Pipe: Standard-weight steel pipe complying with ASTM A 53, or electric-resistance-welded pipe complying with ASTM A 135.
  - 3. Tubing: Cold-formed steel tubing complying with ASTM A 500.
  - 4. Mechanical Tubing: Cold-rolled, electric-resistance-welded carbon or alloy steel tubing complying with ASTM A 513, or steel tubing fabricated from steel complying with ASTM A 569/A 569M and complying with dimensional tolerances in ASTM A 500; zinc coated internally and externally.
  - 5. Sheet: Commercial steel sheet complying with ASTM A 569/A 569M.
- B. Anchors, Fasteners, Fittings, and Hardware: Manufacturer's standard, non-corrodible materials; commercial quality; concealed, recessed, and capped or plugged. Provide as required for site and street furnishings' assembly, mounting, and secure attachment.
- C. Plastic: Color impregnated, color and UV-light stabilized, and mold resistant.
  - 1. High density polyethylene (HDPE): Postconsumer recycled content of not less than 100 percent.

#### 2.2 PRODUCTS

- A. Products: Subject to compliance with requirements, provide one of the following or approved equal.
  - 1. Benches:
    - a. Manufacturer: Landscape Forms, Inc., 7800 E. Michigan Ave, Kalamazoo, Michigan 49048. 800.521.2546 (ph), 269.381.3455 (fx). [www.landscapeforms.com](http://www.landscapeforms.com)
    - b. Product: Arcata Bench

## SPECIAL PROVISIONS

- 1) Style: Backed with Arms
  - a) Size: 75 inches
  - b) Installation Method: Embedded
  - c) Seat and Back Panels: PolySite
  - d) PolySite Color: Driftwood
  - e) Steel Frame and Arm Rest Finish: Metallic
  - f) Metallic Color: Silver

### 2. Trash Cans

- a. Manufacturer: Bear Saver. 1390 S. Miliken Ave, Ontario, CA 91761. 909.605.1697 (ph). [www.bearsaver.com](http://www.bearsaver.com)
- b. Product:
  - 1) Model Number: CE140-CH, 40 gallon capacity, or approved equal, with standard supplied can. Unit to be accessible including lid.
    - a) Installation Method: Anchored to concrete pad as indicated by manufacturer.
    - b) Steel Finish: Powder coated.
    - c) Color: Black.
    - d) Label: Trash

### 2.3 FABRICATION

- A. As per manufacturer.

### 2.4 FINISHES, GENERAL

- A. As indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

## **SPECIAL PROVISIONS**

- A. Comply with manufacturer's written installation instructions, unless more stringent requirements are indicated. Complete field assembly of site and street furnishings, where required.
- B. Unless otherwise indicated, install site and street furnishings after landscaping and paving have been completed.
- C. Install site and street furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.
- D. Remove all non-essential labels.

### **3.3 CLEANING**

- A. After completing site and street furnishing installation, inspect components. Remove spots, dirt, and debris. Repair damaged finishes to match original finish or replace component.

## **END OF SECTION**

*Add the following Section:*

## **SECTION 02880 – PLAYGROUND EQUIPMENT AND STRUCTURES**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Playground Equipment
- B. Related Sections include the following:
  - 1. Section 02870 – Site Furnishings
  - 2. Section 02885 – Accessible Resilient Surfacing

#### **1.3 REFERENCES**



## **SPECIAL PROVISIONS**

- A. ASTM, F1487 – 01: Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- B. CPSC Handbook for Public Playground Safety (Publication No. 325).
- C. Guide to ADA Accessibility Guidelines for Play Areas (Latest Version).

### 1.4 DEFINITIONS

- A. Composite Play Structure – An item of playground equipment that is composed of several components linked together to form one complex unit.

### 1.5 SUBMITTALS

- C. Submit manufacturer’s standard range of color samples for Owner’s Representative approval.
- D. Submit manufacturer’s installation details for Owner’s Representative approval.
- E. Submit manufacturer’s warranty.
- F. Submit statement certifying manufacturer’s compliance with ASTM F1487-01, Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use, and compliance with the Guide to ADA Accessibility Guidelines for play areas.
- G. Submit certified National Playground Safety Inspector’s information and qualifications. After installation completed, conduct safety inspection by certified safety inspector and provide verification that installation meets ASTM, F 1487-01 Standards, and Guide to ADA Accessibility Guidelines.

### 1.6 SUBSTITUTIONS

- H. Should the Contractor wish to substitute different play equipment than that outlined in the Drawings and Specifications, they shall submit the following for review.
- I. Certification that all equipment and surfacing meets current CPSC Guidelines, ASTM F1487-01 Standards, and Guide to ADA Accessibility Guidelines for play equipment, including fall zone distance.
- J. Playground structure plan and 3D rendering detailing play components, material types, colors and dimensions.
- K. A site plan, which details the placement of the play apparatus in relationship to other improvements on site, and provides details of the redesign of all items

## **SPECIAL PROVISIONS**

impacted by this substitution, as well as fall zone distances conforming to references as per 1.6-A.1.

- L. Contractor statement that all cost impacts for the substitution and subsequent revisions to the plan and details shall be the responsibility of the Contractor.

### **PART 2 - PRODUCTS**

#### 2.1 MANUFACTURERS

- M. Acceptable Manufacturers for playground and field equipment are Landscape Structures or approved equal.

- 1. Landscape Structures:

- a. Manufacturer representative: Karl Croft. Landscape Structures, Inc. 601 7<sup>th</sup> Street South, Delano, MN 55328. 800.457.5444 (ph), 907.748.3736 (cell), 505.281.0155 (fx)

#### 2.2 PRODUCTS

- A. Custom Hill Slide:

- 1. Manufacturer: Landscape Structures
    - 2. Model: 124863 Slidewinder2 Slide and 171539 Ramp Deck Extension
    - 3. Color: As selected by OWNER
    - 4. Attachment: Embedded

### **PART 3 - EXECUTION**

#### 3.1 GENERAL

- A. All equipment is to be installed per manufacturer's recommendation and in accordance with local requirements and conditions, as shown on plans, and as specified. Meet minimum ASTM F1487-01 and CPSC safety requirements and Guide to ADA Accessibility Guidelines.
- B. Protect play equipment from use until all safety surfacing has been installed and inspected by Owner's certified playground safety inspector. Inspector to provide written acceptance to Owner, Contractor, and Engineer.

#### 3.2 PREPARATION

- A. The Contractor shall inspect and inventory play equipment and hardware prior to accepting the materials from the manufacturer.

## **SPECIAL PROVISIONS**

- B. Stake equipment locations in accordance with approved layout drawings. It is the responsibility of the Contractor to maintain all CPSC safety requirements and manufacturer-recommended minimum clearances for playground edges and safety surfacing plus 6-inches, and accessibility guidelines. Verify layout and notify Engineer of any discrepancies before continuing Work.
- C. Inspect job conditions to ensure proper site preparation and that all inserts, anchorages, blocking and other items have been accurately placed to receive equipment.
- D. Complete all preparations and make needed corrections prior to proceeding.

### **3.3 INSTALLATION OF PLAY EQUIPMENT**

- A. Install play equipment per manufacturer's specifications.
- B. Units and components to be installed rigid, plumb, and true to lines and levels within 1/4 inch in 10 feet. All play equipment and legs shall be of sufficient length to provide footing beneath safety surfacing, as shown on Contract drawings and specified within Section 02885.
- C. Contractor shall maintain all manufacturer-recommended clearances for playground edges, existing play structures, and site furnishings. Clearances to be no less than 6-inches for all dimensions.
- D. The Contractor shall be responsible for all site preparation, hardware, components, parts, or any necessary materials for proper installation of play equipment.

### **3.4 CLEANUP AND PROTECTION**

- A. During installation, keep adjacent areas and construction clean, and work area in an orderly condition.

## **END OF SECTION**

*Add the following Section:*

### **SECTION 02885 – ACCESSIBLE RESILIENT SURFACING**

#### **PART 1 - GENERAL**

## **SPECIAL PROVISIONS**

### 1.1 CONTRACT CONDITIONS

- N. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.2 DESCRIPTION OF WORK

- O. This Section includes the following:

- 1. Poured-in-Place Safety Surfacing

- P. Related Work Specified Elsewhere:

- 1. CBJ Standard Specifications
  - 2. Section 02880 – Playground Equipment and Structures
  - 3. Section 03301 – Structural Concrete

### 1.3 REFERENCES

- Q. American Society of Testing and Materials (ASTM) (latest edition):

- 1. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
  - 2. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials
  - 3. ASTM E303 Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
  - 4. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment
  - 5. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment
  - 6. ASTM C1028 Standard Test Method for Determining the Static Coefficient of Friction of Ceramic Tile and Other Like Surfaces by the Horizontal Dynamometer Pull Meter Method – This standard replaces ASTM D2047
  - 7. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers- Tension

- R. US Consumer Product Safety Commission (CPSC), Public Playground Safety Handbook, latest edition.

- S. United States Department of Justice, ADA Standards for Accessible Design, latest edition.

## **SPECIAL PROVISIONS**

### 1.4 DEFINITIONS

- T. EPDM granules: EPDM rubber (ethylene propylene diene monomer (M-class) rubber), a type of synthetic rubber, is an elastomer characterized by a wide range of applications. The M refers to its classification in ASTM standard D-1418; the M class includes rubbers having a saturated chain of the polymethylene type.
- U. Critical Fall Height: A critical fall height (CFH) is the maximum height of fall from play equipment to the ground. It is important to note that safety surfaces do not prevent injury but aim to lessen the severity of any injury that may occur on falls from height.
- V. Fall Height: Fall height is a measurement defined as the vertical distance between a designated play surface and the protective surfacing beneath it.
- W. TPV: Thermoplastic Vulcanized Elastomer. Developed using resin and synthetic rubber with higher UV stabilization.
- X. SBR: Styrene-butadiene or styrene-butadiene rubber (SBR) describe families of synthetic rubbers derived from styrene and butadiene.

### 1.5 DELIVERY, STORAGE, AND DISPOSAL

- Y. Materials shall be stored as per manufacturer's recommendations.

### 1.6 SUBMITTALS

- Z. Provide product certifications of product(s) as described in this specification.
- AA. Provide copy of warranties for each type of safety surfacing.
- BB. Provide installation details and shop drawings, including depths/thicknesses for each material and each critical fall height, inclusive of dimensions for termination and edges around installed play equipment and product perimeter that may differ from what is shown on Drawings.
- CC. Verification of critical fall heights of playground equipment as provided by the playground manufacturer for all equipment specified.
- DD. IPEMA Certification of Safety Surfacing Materials: Manufacturer's certification of conformance to ASTM F1292-04 products, their thickness and critical heights.
- EE. Safety Surfacing Installer Supervisor Qualifications: Certification by surfacing manufacturer for the safety surfacing material specified. Include references, years of experience and list of similar projects.
- FF. Provide one each of the following samples for approval and selection:

## **SPECIAL PROVISIONS**

1. Manufacturer's range of available standard colors for poured in place safety surfacing wear course for selection.
2. 8-inch x 8-inch minimum size sample of complete full profile poured in place safety surfacing including impact course, wear course and binder.
3. 12 inch x 12 inch sample of filter cloth.

### 1.7 WARRANTY

- GG. Warranted against defects in materials and workmanship for a minimum of five years for all products.

### 1.8 EXTRA MATERIALS

- HH. Furnish extra materials described below that match products installed and in sealed original packages for storage and identified with labels describing contents. Do not provide partial or opened packages as extra materials.

1. One forty pound bag of each poured in place safety surfacing material and color(s) used.

### 1.9 MOCKUPS

- II. General: Submit work plans and shop drawings for all mock-ups for review and confirmation prior to initiation of work.

- JJ. One minimum five foot by five foot of poured in place safety surfacing shall be installed as shown in the Drawings. The mock up is to be used to determine the quality of the finish, color(s), profile, and layout. Subsequent Work that does not match the approved mockup shall be replaced. The mock up can be incorporated into the Work provided it can be incorporated into the remaining Work without seams, breaks or other safety or visual deviations. Remove mock up if not approved and install new segment for mock up approval.

### 1.10 FIELD CONDITIONS

- KK. Field Conditions: Install only when night-time temperatures and daytime temperatures are above those indicated by safety surfacing manufacturer for products specified. Do not install when subgrade/base and air temperatures are below the temperatures specified by safety surfacing manufacturer for products specified. Do not install when raining or subgrade/base is saturated. Other manufacturer field conditions may exist, follow manufacturer's instructions.

- LL. If field conditions do not meet the manufacturer's installation recommendations, the CONTRACTOR will not be allowed to extend the completion date or request additional compensation for the WORK to be completed. It is the CONTRACTOR'S responsibility to meet the manufacturer's recommended field

## **SPECIAL PROVISIONS**

conditions through remedial actions including but not limited to, tenting, heating, or other provisions necessary to allow installation of safety surfacing as directed by manufacturer. Remedial actions must be approved by the manufacturer and the OWNER prior to installation.

### **1.11 QUALITY ASSURANCE**

- MM. Installer Qualifications: Installation of poured in place safety surfacing to be supervised by a certified trained specialist approved by surfacing manufacturer for the safety surfacing material specified. Minimum experience is to be five years of supervision in northern climate environments.
- NN. Supervision of installation may be done remotely, or as directed/required by surfacing manufacturer to maintain/provide full warranty of surfacing. Provide written acceptance of remote or alternative quality assurance used and approved by manufacturer.

## **PART 2 - PRODUCTS**

### **2.1 POURED IN PLACE SAFETY SURFACING**

- OO. Poured in place safety surfacing to be comprised of the following materials, or approved equal.
  - 1. Dual durometer poured in place system with a wearing layer upper membrane and an underlying impact attenuation cushion layer. The finished surface should be porous and capable of being installed at varying thickness to comply with the Critical Fall Height requirements of the playground equipment.
  - 2. Primer to be a 100% solids urethane primer/sealer with low viscosity and penetrating abilities.
  - 3. The cushion layer to be a mixture of black recycled SBR rubber buffings mixed with a 100% solids moisture cured MDI Polyurethane binder or aliphatic installed at the appropriate thickness. Chunk rubber shall not include SBR derived from rubber tires and is to be high quality pre-consumer recycled rubber containing EPDM. The cushion layer should be porous. Cushion layer shall be a minimum thickness of 3" or as required to meet critical fall height of the equipment.
  - 4. Wear surface should be manufactured from 1-4mm EPDM virgin colored rubber granules bonded by binder, 100% solids moisture cured Polyurethane binder or aliphatic and applied to a minimum thickness of 1/2" over the cushion layer.

PP. Poured in Place Safety Surfacing to be provided by the following manufacturer and the product indicated, or approved equal.

- 1. Manufacture:

## **SPECIAL PROVISIONS**

Great Western Recreation  
PO Box 97  
Wellsville, UT 84339  
435-245-5055  
www.gwpark.com

2. Product:  
GameTime GT Impax Poured In Place Safety Surfacing.  
Wear Course Color: 50% black and 50% single color as selected by OWNER from the full range of standard colors.

### **PART 3 - EXECUTION**

#### 3.1 GENERAL

- QQ. Play curb shall be placed as shown on Drawings and in accordance with Section 03300 – Cast-In-Place Concrete.
- RR. Protect existing play equipment, play structures, and related elements during construction.
- SS. Protect play equipment from use until all safety surfacing has been installed.
- TT. Do not place fill material on surfaces that are muddy, frozen, wet or contain ice or frost.

#### 3.2 EXAMINATION

- UU. Verify that the subgrade preparation, compacted density, and elevations conform to the manufacturer's instructions.
- VV. Verify that aggregate base materials, thickness compaction, surface tolerances, and elevations conform to the Specifications.
- WW. Verify that when installed poured in place safety surfacing will meet ADA requirements for running and cross slopes.
- XX. Verify that when installed the finish grade of the poured in place safety surfacing meets the clearance distances and heights for slide exits, transform platforms and other requirements as stipulated in US Consumer Product Safety Commission (CPSC), Public Playground Safety Handbook, latest edition.
- YY. Verify that when installed poured in place safety surfacing meets all CPSC safety requirements and manufacturer-recommended minimum clearances plus at least 6-inches, or as indicated on Drawings.



## **SPECIAL PROVISIONS**

- ZZ. Verify with playground designer/manufacture all critical fall heights of play equipment and verify with safety surfacing manufacturer that when installed the poured in place safety surfacing and loose rubber surfacing meets required critical fall heights and requirements in US Consumer Product Safety Commission (CPSC), Public Playground Safety Handbook, latest edition.
- AAA. Notify Engineer immediately when any conditions above cannot be met prior to installation Work.

### 3.3 SITE PREPARATION

- BBB. Verify grades of existing subgrade to accept minimum depth of aggregate base and poured in place safety surfacing while meeting heights for all playground equipment, slide exits, transform platforms and other requirements as stipulated in CPSC, Public Playground Safety Handbook and ADA guidelines for accessibility. Adjust subgrades as needed to meet required finish grade of poured in place safety surfacing.
- CCC. The Contractor shall ensure that the prepared subgrade is protected from damage from inundation by surface water. No traffic shall be allowed to cross the prepared subgrade. Repair of any damage resulting shall be the responsibility of the Contractor and shall be repaired.

### 3.4 POURED IN PLACE SAFETY INSTALLATION

- DDD. Verify with safety surfacing manufacturer required depth of surfacing for installed play equipment and fall heights. Notify ENGINEER of any discrepancies.
- EEE. Installation of poured in place safety surfacing to be supervised by a trained specialist approved by surfacing manufacturer for the safety surfacing material specified. Install as directed by supervisor and directed by manufacturer.
- FFF. Upon approval of base course, install safety surfacing as shown on Drawings and as directed by manufacturer.

### 3.5 CLEANUP

- GGG. During construction, keep adjacent paving, park and construction clean and work area in an orderly condition.
- HHH. Remove construction related debris and clean adjacent surfaces including play equipment, structures, and paving.
- III. Remove all trash and debris from playground and Project site.

## **SPECIAL PROVISIONS**

### 3.6 DISPOSAL

- JJJ. Coordinate and make available to CBJ Parks and Recreation any surplus material and stockpile for pick up. Any surplus materials not desired by CBJ Parks and Recreation shall be disposed of.
  
- KKK. Remove surplus materials and waste material not desired by OWNER, including but not limited to excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

### **END OF SECTION**

*Add the following section:*

## **SECTION 02930 – LANDSCAPE PLANTING**

### **PART 1 – GENERAL**

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Plant Material.
  - 2. Fertilizers.
  - 3. Mulches.
  - 4. Landscape Edging.
  
- B. Related Sections include the following:
  - 1. CBJ Standard Specifications
  - 2. Division 02 Section "Earthwork"
  - 3. Division 02 Section "Topsoil"

#### 1.3 DEFINITIONS

- A. Acceptance Review: Inspection of landscape where upon approval, the maintenance and warranty period commences.
  
- B. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
  
- C. Finish Grade: Elevation of finished surface of planting soil.

## **SPECIAL PROVISIONS**

- D. Invasive Species: Plant material as listed within the most recent US Department of Agriculture publication for Region 10 (Alaska) or most recent University of Alaska Fairbanks Cooperative Extension publication, specific for the region of Alaska in which the project is located.
- E. Organic Mulch: Wood material used as a mulch that has an aesthetic intent to create a neat area with a consistent appearance, a functional intent to retain soil moisture and locks together to form a mat.
- F. Planting Areas: Areas of any size to receive planting material.
- G. Planting Material: Any plant species required within the Contract Documents to be installed.
- H. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include but are limited to: insects, mites, grubs, mollusks (snails and slugs), rodents (voles and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- I. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- J. Planting Area: Areas to be planted.
- K. Planting Soil: Standardized approved topsoil, existing/native approved surface topsoil, existing/in-place approved surface soil, approved imported topsoil, or manufactured soil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. Any of the above must meet the requirements of the specifications for planting soil.
- L. Warranty Period: The period of time after a successful Acceptance Inspection.
- M. Weed Control Barrier: A material installed with the intent to stop plants from reaching the surface of an area from the soils below.
- N. Weeds: Plant material that is not specified in the Drawings or Specifications.

### **1.4 REGULATORY REQUIREMENTS**

- A. Comply with all requirements of the State of Alaska, Department of Environmental Conservation concerning application of herbicides, pesticides, and insecticides.
- B. ANSI Z60.1 (latest edition), American Standard for Nursery Stock, American Nursery and Landscape Association.

### **1.5 SUBMITTALS**

## **SPECIAL PROVISIONS**

- A. Schedule: Submit a schedule indicating dates for accomplishing work of this section including watering and maintenance. Provide for periodic up-dating and adequate notice for inspections, observations, and testing dates.
- B. General:
  - 1. Plant substitutions: submit all plant substitution requests with sufficient notice for two (2) week review period prior to ordering of materials. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.
- C. Qualification Data:
  - 1. Landscape Contractor: Provide project names, addresses, and year completed including names and addresses of owners' contact persons.
  - 2. Landscape Construction Supervisor: Provide project names, addresses, and year completed as an experienced field supervisor.
- D. Product Data: For each type of product indicated.
  - 1. Fertilizer: Include product label and manufacturer's application instructions specific to the Project.
  - 2. Product Data Sheets for all materials.

### **1.6 QUALITY ASSURANCE**

- A. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
- B. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.
- C. Approval: Plant material shall not be planted by the Contractor until observed and approved by the OWNER. All rejected material shall be immediately removed from the Project site. All rejected material shall be replaced with observed and approved material of the required species and size at no additional cost. The OWNER reserves the right to reject individual plants, or the entire shipment of any species or multiple species not meeting the specifications.
- D. Pre-installation Conference: Conduct conference on site prior to beginning work.

### **1.7 DELIVERY, STORAGE, AND HANDLING**

## **SPECIAL PROVISIONS**

- A. Plants transported to the site on open vehicles shall be completely covered with tarpaulins or other suitable covers securely fastened to the vehicle to prevent damage to the plants or wind desiccation. Closed vehicles or shipping containers shall be adequately ventilated to prevent overheating of plants and allow natural respiration. Do not ship plants in the same container with fresh produce (fruit and vegetables) or other products harmful to plant material. Ensure plants are well watered prior to shipping. Immediately open shipping containers upon arrival in port and water plants if necessary. Do not let plants remain in shipping containers more than 48 hours after arrival in port. Plants damaged in transit or due to improper handling shall be cause of rejection.
- B. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery and handling.
- C. Handle planting stock by root ball or container. Do not drop plant material.
- D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
  - 1. Do not remove container-grown stock from containers before time of planting.
  - 2. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.
- E. Keep plant tags and labels on all plants until approved.

### **1.8 MAINTENANCE SERVICE**

- A. Begin maintenance immediately after each area, fraction of area or individual plant is planted and continue through completion of Warranty Period.

### **1.9 WARRANTY**

- A. Warranty Periods: Commencement of the maintenance and warranty period shall begin upon completion of the Acceptance Inspection. Warranty periods are as follows:
  - 1. The maintenance and warranty period for Exterior Plants shall be one year.

## **PART 2 - PRODUCTS**

### **2.1 PLANT MATERIAL**

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

## **SPECIAL PROVISIONS**

- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls. Tree and shrub sizes indicated on Drawings are sizes after pruning.
- C. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant as shown on Drawings.
- D. If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread. It is recommended to number or otherwise notate labels to assure symmetry in planting.

### **2.2 FERTILIZER**

- A. Planting Tablets: Tightly compressed chip type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
  - 1. Size: 21-gram tablets.
  - 2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

### **2.3 MULCHES**

- A. Organic Mulch: Free from deleterious materials, growth-inhibiting or germination-inhibiting ingredients, spores, and suitable as a top dressing of trees and shrubs, consisting of the following:
  - 1. Type: Ground or shredded bark.
    - a. Wood chips are not acceptable.
    - b. Naturally biodegradable.
    - c. May contain up to 50% shredded wood material aged for a minimum of one year prior to installation.
  - 2. Size Range: Maximum length of any individual component 2 inches and a minimum of 75% of the mulch shall pass through a one inch screen. Shall be of size and structure to remain in place during rain and wind events.
  - 3. Color: Natural.

### **2.4 LANDSCAPE EDGING**

- A. Aluminum Edging: Standard-profile extruded-aluminum edging, ASTM B 221 Alloy 6063-T6, fabricated in standard lengths with interlocking sections with loops stamped from face of sections to receive stakes.
  - 1. Dimensions and Finish:

## **SPECIAL PROVISIONS**

- a. 3/16 inch wide by 5-1/2 inches deep
  - b. Finish: Mill (natural aluminum).
  - c. Grade: Heavy Duty, Commercial Grade
2. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- a. Curv-Rite, Inc.
  - b. Permaloc Corporation.
  - c. Russell, J. D. Company (The).
  - d. Sure-Loc Edging Corporation.
3. Stakes: Aluminum, ASTM B 221 Alloy 6061-T6, approximately 1-1/2 inches wide by 12 inches long.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.
  1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
  2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
  3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.
- D. Examine planting areas and surrounding areas for defects that will adversely affect the work and for deviations beyond allowable tolerances.

#### **3.2 PREPARATION**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.

## **SPECIAL PROVISIONS**

- B. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas.

### 3.3 PLANTING AREA EXCAVATION

#### A. General:

1. Excavate pits to the depth required to accept the depth of planting soils, mulch and tolerances to adjacent surfaces as indicated on Drawings.
2. Secure open excavations when not under direct supervision.

- B. Subgrade Compaction: Loosen subgrade of planting areas to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

### 3.4 SHRUB PLANTING

#### A. General:

1. Coordination with Turf Areas (Lawns): Plant shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated. If planting shrubs, and other plants after planting turf areas, protect turf areas and promptly repair damage caused by planting operations.
2. Fertilization: Place planting tablets in each planting pit when pit is approximately one-half filled. Quantity and type of tablet shall result in fertilizer amounts recommended by manufacturer Place tablets beside the root ball about 1 inch from root tips; do not place tablets in bottom of the hole.

#### B. Setting and Backfilling:

1. Balled and Burlapped and Container Grown:
  - a. Set approved container grown stock plumb and in location as shown in Drawings, in center of trench, or in center of individual pit with uppermost lateral root no more than 2 inches below finish grades.
  - b. Make adjustments to ensure proper planting depth is obtained.
  - c. Plumb before backfilling, and maintain plumb while working backfill around roots.
  - d. Backfill around root ball with planting soil in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately three-quarters filled, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space.
  - e. Continue backfilling process in layers until the soil is brought to grade level. Thoroughly water the soil and root ball after placing and tamping final layer of soil.

### 3.5 EDGING INSTALLATION



## **SPECIAL PROVISIONS**

- A. General: Layout edging as shown on Drawings. Layout of curves shall be smooth and curvilinear without deformations or kinks or bends. Straight runs shall be linear with a deviation of less than ¼ inch in any 8 foot length. Connections shall be visually seamless with no overlap. Top elevation of edging shall be uniform.
- B. Aluminum Edging: Install aluminum edging where indicated according to manufacturer's written instructions. Anchor with aluminum stakes spaced approximately 36 inches apart, driven below top elevation of edging.

### **3.6 MULCHING**

- A. Mulch all planting beds and other areas indicated on Drawings. Ensure even coverage.
  - 1. General:
    - a. Do not place mulch within 3 inches of trunks or stems.
    - b. Install mulch to depths as shown in Drawings.
    - c. Finish mulch level with adjacent soft-surface grades, top of landscape edging, except where adjacent to pedestrian or vehicular flatwork where mulch shall be installed 1" below adjacent walking or driving surfaces.

### **3.7 CLEANUP AND PROTECTION**

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect plants and planting areas from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- C. Remove all nursery ties, tape, nursery stakes, ribbons, twine, and wire from branches and trunk. Remove all nursery plant identification labels and tags when approved and directed by Landscape Architect.
- D. Remove all debris from plant material, planting areas, and Project site.

### **3.8 DISPOSAL**

- A. Remove surplus soil and waste material including but not limited to excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

### **3.9 WARRANTY**

- A. Watering: Commencing immediately upon installation and continuing through the end of the Warranty Period, the Contractor shall deep water all shrubs providing water penetration to the depth of planting pits and extent of the root zone.
- B. Plant Damage: In the event of damages to trees or shrubs from a third party, including vandalism, the Owner may direct the Contractor to replace them at unit cost amounts.

## **SPECIAL PROVISIONS**

Such replacements to be made only upon written notice from the Owner's Representative.

- C. Mulch shall be maintained to the depth and extents as indicated in the documents.
- D. All areas shall be maintained as weed-free.

### **3.10 WARRANTY REPLACEMENT**

A. Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period at no cost to the Owner.

- 1. Failures include, but are not limited to, the following:
  - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
  - b. Structural failures including plantings falling or blowing over.
  - c. Faulty performance of edgings.
- 2. Include the following remedial actions as a minimum:
  - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
  - b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
  - c. A limit of one replacement of each plant will be required except for losses or replacements due to failure to comply with requirements including maintenance.
  - d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

### **END OF SECTION**

**SECTION 03303 – SIDEWALK, CURB AND GUTTER, PART 1 – GENERAL, *add the following Articles:***

#### **1.2 SUBMITTALS**

- A. Submittals for this work include:
  - 1. Pigmented concrete material certification and color swatch for specified pigments to confirm color system.
  - 2. Concrete retardant to confirm depth and visual appearance of exposed aggregate.

#### **1.3 MOCKUPS**

- A. General: Submit work plans and shop drawings for all mockups for review and confirmation prior to initiation of Work.

## SPECIAL PROVISIONS

- B. Exposed Aggregate with Pigmented Concrete: One 5-foot x 5-foot concrete paved area shall be installed for the Exposed Aggregate with Pigmented Concrete based on color and finish as indicated in the Drawings. A mockup of standard un-colored broom finish Portland paving is not required. The mock up is to be used to determine the quality of the finish, joint sizes, lines, pattern(s), and color(s) of the Work. Mockups that are not approved by the Engineer are to be removed and installed until approved by Engineer. Once approved by Engineer, subsequent Work that does not match the approved mockup shall be replaced. The mock up shall not be incorporated into the Work. Remove mock up once the Project is complete and removal is authorized by the Engineer.

**SECTION 03303 – SIDEWALK, CURB AND GUTTER, PART 2 – PRODUCTS, Article 2.1, MATERIALS, *revise paragraph B to read:***

- B. Synthetic fibers shall be used for reinforcement with valley gutter and concrete driveway replacements. Reinforcing steel or wire mesh shall not be used unless approved by the ENGINEER. Valley gutters and driveways shall utilize a fibrillated product, 300 mm in length, such as Fibermesh 300, or approved equal. Application rate shall be at least 1.5 pounds per cubic yard of concrete. Fibermesh shall be as manufactured by “SI Concrete Systems”, or approved equal.

**SECTION 03303 – SIDEWALK, CURB AND GUTTER, PART 2 – PRODUCTS, Article 2.1, MATERIALS, *add the following paragraphs:***

**2.2 COLOR PIGMENT**

- A. Color Pigment: ASTM C979, synthetic mineral-oxide based pigments; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis.
  - 1. Manufacturer: Davis Colors, 3700 East Olympic Blvd., Los Angeles, CA 90023. 800-356-4848, or approved equal.
- B. Color: Cobblestone 860

**2.3 CONCRETE SURFACE RETARDER FOR EXPOSED AGGREGATE FINISHES**

- A. Surface Retarder: Water-based, biodegradable, low odor, top surface retarder for new concrete applications.
  - 1. Manufacturer: Sika Scofield, 4155 Scofield Road, Douglasville, GA 30134. 800-800-9900, or approved equal.
- B. Exposed Aggregate Finish: Light Sand Blast Texture (1/8” aggregate exposure): Lithocast Surface Retarder 15

**SECTION 03303 – SIDEWALK, CURB AND GUTTER, PART 3 – EXECUTION, Article 3.1, METHODS OF CONSTRUCTION, *add the following paragraphs:***

## **SPECIAL PROVISIONS**

- K. All forms for segments between PC's and PT's with a radius of less than 100' shall be arced to match required curvature. No straight forms will be permitted for use within the curved segments with a radius of less than 100'. Straight forms used for any arced segment with a radius greater than 100' shall not exceed 10' in length.
- L. The CONTRACTOR shall protect all newly placed concrete from damage of any kind to prevent disfigurement during the curing period. Damaged concrete shall be repaired or replaced to the ENGINEER's satisfaction at no additional cost to the OWNER.

### **SECTION 03303 – SIDEWALK, CURB AND GUTTER, PART 3 – EXECUTION, *add the following Articles:***

#### **3.2 COLORED CONCRETE**

- A. Colored concrete is to be consistent in color, hue, and shade and without variation from previously placed colored concrete. Mix pigment as directed by manufacturer. Protect adjacent concrete and facilities from colored concrete staining.

#### **3.3 EXPOSED AGGREGATE FINISHES**

- A. Exposed aggregate finish to be consistent in depth, exposure, and visual appearance without variation from previously placed concrete finish. Follow manufacturer directions for installation, application, curing, finishing, and sealing.

### **END OF SECTION**

*Add the following section:*

### **SECTION 09999– APPENDIX: PLAY EQUIPMENT: BASIS OF DESIGN**

#### **PART 1 – GENERAL**

##### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Play equipment basic installation instructions from manufacturer.

##### **1.2 BASIS OF DESIGN**

- A. The following pages are provided as a courtesy by the playground equipment manufacturer for items specified. These are provided as guidelines only and it is the CONTRACTORS responsibility to obtain complete and detailed instructions for installation of each piece of playground equipment from the manufacturer.
- B. Any playground equipment substitutions will nullify the corresponding basis of design shown.

### **END OF SECTION**

**SPECIAL PROVISIONS**

*END OF SPECIAL PROVISIONS*

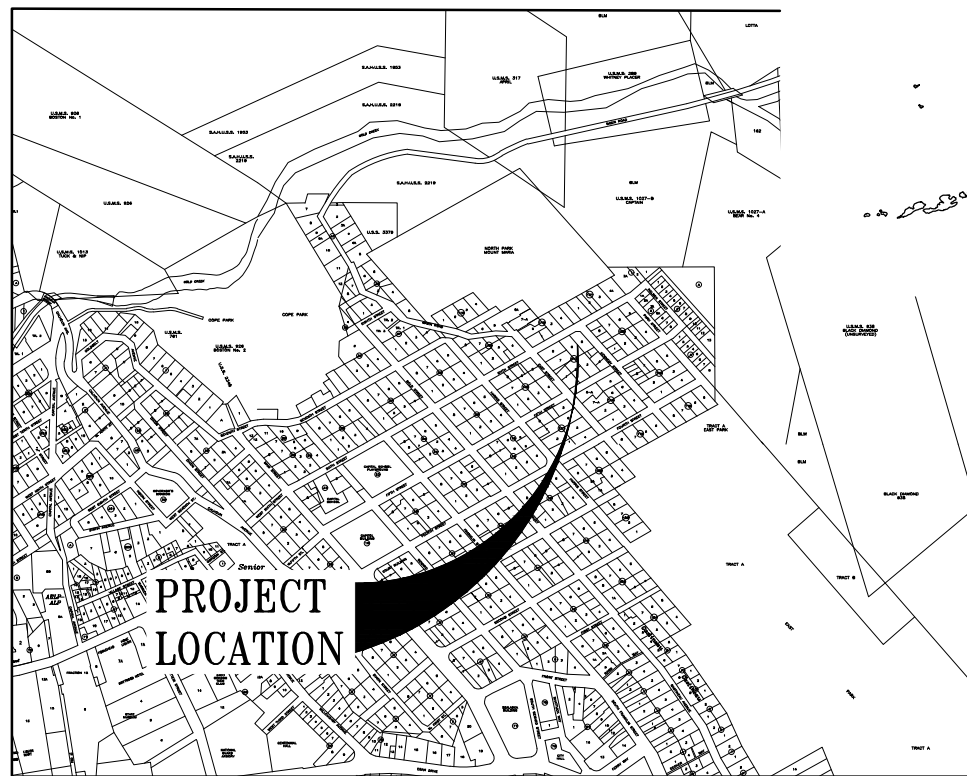
SHEET INDEX

SHEET No.	DESCRIPTION
C001	COVER SHEET
C002	GENERAL NOTES, ABBREVIATIONS AND SYMBOLS
CHICKEN YARD PARK	
C100	EXISTING SITE CONDITIONS SURVEY
C200	SITE DEMOLITION PLAN
C300	SITE IMPROVEMENTS AND GRADING PLAN
C400-C401	SITE SECTIONS
C500-C502	CONSTRUCTION DETAILS
L001	LAYOUT PLAN
L002	LANDSCAPE DETAILS
L003	MANUFACTURER DETAILS
AUKE LAKE WAYSIDE	
C600	EXISTING SITE CONDITIONS SURVEY
C700	SITE IMPROVEMENTS AND GRADING PLAN
C800	CONSTRUCTION DETAILS
C801	CONSTRUCTION DETAILS
L100	PAVING PLAN

# CHICKEN YARD PARK AND AUKE LAKE WAYSIDE IMPROVEMENTS

## CBJ CONTRACT No. BE20-191

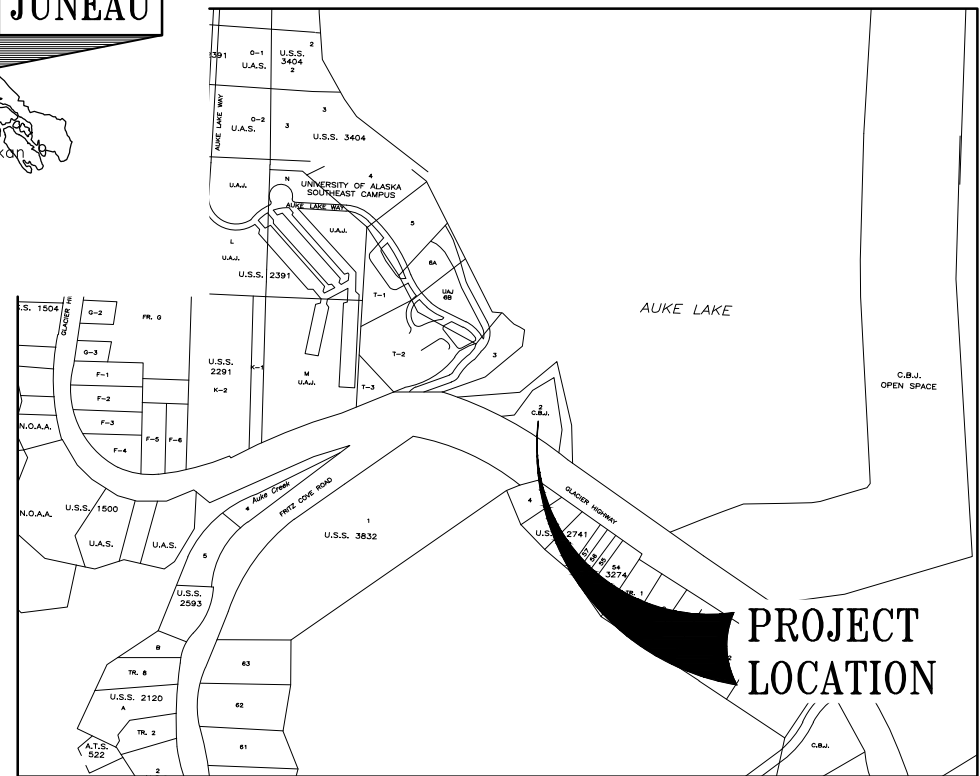
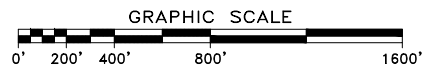
### CITY & BOROUGH OF JUNEAU, ALASKA



CHICKEN YARD PARK LOCATION MAP



ALASKA

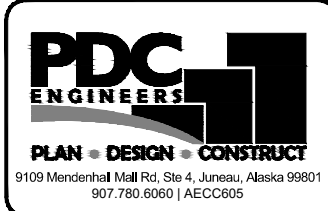


AUKE LAKE WAYSIDE LOCATION MAP

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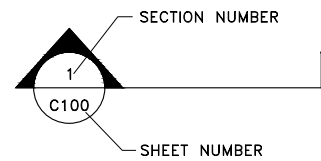
CHICKEN YARD PARK AND AUKE LAKE WAYSIDE IMPROVEMENTS  
 CBJ CONTRACT No. BE20-191  
 CITY & BOROUGH OF JUNEAU, ALASKA

COVER SHEET

DATE: JUNE 12, 2020
PDC No. 19290JN
SHEET C001

## GENERAL CONSTRUCTION NOTES

1. CBJ ENGINEERING STANDARD DETAILS BOOK FOR CIVIL ENGINEERING PROJECTS AND SUBDIVISION IMPROVEMENTS DATED AUGUST, 2011 AND CBJ ENGINEERING STANDARD SPECIFICATIONS DATED DECEMBER, 2003 ARE MADE A PART OF THIS CONTRACT, WITH CURRENT REVISIONS AS APPLICABLE.
2. GRADES AND ALIGNMENTS SHOWN ON THESE PLANS ARE SUBJECT TO MINOR REVISIONS AS APPROVED BY THE ENGINEER.
3. CONNECTIONS TO EXISTING SIDE STREETS AND DRIVEWAYS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
4. LOCATIONS OF EXISTING UNDERGROUND SEWER, WATER, TELEPHONE, CABLE TELEVISION, AND POWER UTILITIES SHOWN ON THESE PLANS WERE DERIVED FROM CBJ AS-BUILTS OR FIELD LOCATES. ACTUAL LOCATIONS MAY VARY FROM THOSE SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING, PROTECTING AND MAINTAINING THE UTILITIES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. ANY DAMAGE RESULTING TO THESE UNDERGROUND UTILITIES DURING CONSTRUCTION SHALL BE PAID FOR BY THE CONTRACTOR AND SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT. CALL "DIAL BEFORE YOU DIG" @ 586-1333 FOR UNDERGROUND UTILITY LOCATES AND 811 ALASKA DIG LINE FOR ACS AND GCI PRIOR TO ANY EXCAVATION ACTIVITIES.
5. CONTRACTOR SHALL ASSURE GARBAGE PICKUP, DAILY MAIL SERVICE, FUEL AND SERVICE DELIVERIES WILL BE UNINTERRUPTED TO ALL RESIDENTS AFFECTED BY THIS PROJECT.
6. PROPERTY LINE LOCATIONS USED IN THESE PLANS WERE DERIVED FROM RECORD PLATS AND DO NOT REPRESENT A SUBDIVISION BOUNDARY SURVEY.
7. ALL SIGN INSTALLATIONS OR RELOCATIONS SHALL BE PERFORMED ACCORDING TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (M.U.T.C.D.) WITH THE ALASKA SUPPLEMENT.
8. ALL ITEMS DESIGNATED TO BE REMOVED SHALL BE DISPOSED OF AT AN APPROVED DISPOSAL SITE, EXCEPT AS NOTED IN THE CONTRACT DOCUMENTS.
9. THE CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT OR OPERATE EQUIPMENT WITH ITS TRACKS OR WHEELS PLACED ON PRIVATE PROPERTY WITHOUT THE WRITTEN APPROVAL OF THE PROPERTY OWNER.
10. CONTRACTOR SHALL REFERENCE ALL EXISTING PROPERTY CORNER MONUMENTS (I.E. BRASS CAP MONUMENTS, REBARS OR CHISELED X'S) PRIOR TO CONSTRUCTION THAT WILL BE DISTURBED DURING HIS WORK, AND REMONUMENT AFTER CONSTRUCTION OPERATIONS. ALL WORK SHALL BE DONE BY, OR UNDER THE DIRECTION OF, AN ALASKA REGISTERED LAND SURVEYOR. ALL EXISTING PROPERTY CORNERS ARE NOT NECESSARILY SHOWN ON THE PLANS.
11. THE PLAN DRAWINGS DO NOT NECESSARILY SHOW ALL TREES AND SHRUBS THAT MAY BE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES. NO TREES, SHRUBS OR LANDSCAPING ARE TO BE REMOVED OR DAMAGED, UNLESS SHOWN ON THE DRAWINGS OR DIRECTED BY THE ENGINEER.
12. AEL&P, ACS AND GCI MAY CONDUCT WORK WITHIN THE PROJECT LIMITS TO RELOCATE UTILITIES AND TO UPGRADE THEIR RESPECTIVE SYSTEMS. THE CONTRACTOR SHALL COORDINATE ITS ACTIVITIES WITH EACH UTILITY COMPANY AND PROVIDE ACCESS AS NECESSARY FOR UTILITY COMPANIES TO COMPLETE THEIR WORK.
13. "JUMPING JACK", OR SIMILAR TYPE COMPACTORS SHALL BE USED FOR COMPACTION WITHIN 18-INCHES OF THE OUTSIDE SURFACE OF ALL WATER VALVE BOXES, CATCH BASINS AND MANHOLES.
14. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ENGINEER APPROVED EROSION CONTROL DEVICES DURING CONSTRUCTION PER SECTION 01570 REQUIREMENTS.
15. FOR CHICKEN YARD PARK THE CONTRACTOR SHALL NOTIFY THE RESIDENTS AT 626 FIFTH STREET OF EACH DRIVEWAY CLOSURE INCLUDING THE RAMP AT SIXTH STREET THE DAY PRECEDING THE CLOSURE. THE RESIDENT SHALL BE INFORMED OF THE PERIOD OF TIME THE CLOSURE WILL BE IN EFFECT. NO DRIVEWAY CLOSURES WILL BE PERMITTED UNTIL THIS REQUIREMENT HAS BEEN MET TO THE SATISFACTION OF THE ENGINEER.
16. FOR AUKE LAKE WAYSIDE IMPROVEMENTS THE CONTRACTOR SHALL INSTALL PEDESTRIAN FENCING AND SIGNAGE DIRECTING PEDESTRIANS SAFELY TO THE EXISTING ASPHALT AND SEPARATING PEDESTRIANS FORM THE WORK ZONE. PUBLIC SERVICE ANNOUNCEMENTS ON THE LOCAL RADIO STATIONS AND JUNEAU EMPIRE SHALL BE MADE BY THE CONTRACTOR 7 DAYS IN ADVANCE OF CONTRACTOR BEGINNING WORK ONT HE AUKE LAKE WAYSIDE PROJECT.
17. THE CONTRACTOR SHALL PERFORM WORK IN ACCORDANCE WITH CBJ NOISE ORDINANCE REQUIREMENTS.



### REFERENCE BUBBLE EXPLANATION

N.T.S.

## ABBREVIATIONS

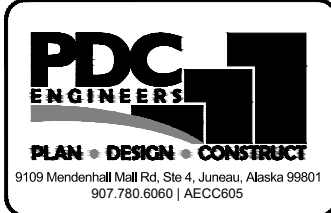
AC	ASBESTOS CEMENT
ACS	ALASKA COMMUNICATIONS SYSTEMS
AEL&P	ALASKA ELECTRIC LIGHT & POWER
APPROX	APPROXIMATE
BC	BACK OF CURB
BOP	BEGINNING OF PROJECT
CB	CATCH BASIN
CBJ	CITY & BOROUGH OF JUNEAU
CHB	CHORD BEARING
CHL	CHORD LENGTH
C/L	CENTERLINE
CI	CAST IRON
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CONT	CONTINUOUS
CPP	CORRUGATED POLYETHYLENE PIPE
CTE	CONNECT TO EXISTING
DI	DUCTILE IRON
DIP	DUCTILE IRON PIPE
DIA	DIAMETER
E	EASTING
EG	EXISTING GRADE
EL	ELEVATION
EOP	END OF PROJECT
EP	EDGE OF PAVEMENT
EXIST	EXISTING
EXP	EXPANSION
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
GCI	GENERAL COMMUNICATION INC.
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH PRESSURE
IE	INVERT ELEVATION
L	LENGTH
LP	LOW POINT
LT	LEFT
MAX	MAXIMUM
MIN	MINIMUM
MJ	MECHANICAL JOINT
MTE	MATCH TO EXISTING
N	NORTHING
N/A	NOT APPLICABLE
NFS	NON-FROST SUSCEPTIBLE
NTS	NOT TO SCALE
NVC	NO VERTICAL CURVE
OC	ON CENTER
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PERF	PERFORATED
PI	POINT OF INTERSECTION
P/L	PROPERTY LINE
POC	POINT ON CURVE
POL	POINT ON LINE
PP	POWER POLE
PRC	POINT OF REVERSE CURVATURE
PT	PRESSURE TREATED
PVC	POLYVINYL CHLORIDE
R	RADIUS
ROW	RIGHT-OF-WAY
RP	RADIUS POINT
RT	RIGHT
SDMH	STORM DRAIN MANHOLE
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
T	TANGENT
TBG	TOP BACK OF GUTTER
TBM	TEMPORARY BENCH MARK
TC	TOP OF CONCRETE
TOB	TOP OF BANK
TOP	TOP OF PIPE
TYP	TYPICAL
UD	UNDERDRAIN
UON	UNLESS OTHERWISE NOTED
VC	VERTICAL CURVE
VERT	VERTICAL
VPI	VERTICAL POINT OF INTERSECTION
W/	WITH

## SYMBOLS

EXISTING	PROPOSED	
		PRIMARY MONUMENT
		SECONDARY MONUMENT
		MAG SPIKE
		TEMPORARY BENCH MARK
-----		PROPERTY LINE
-----		UNSURVEYED PROPERTY LINE
-----		WATER LINE
--- FM ← FM ←---		FORCE MAIN SEWER LINE
+ + + + +		TOP OF BANK
. . . . .		TOE OF SLOPE
-----	-----	EDGE OF GRAVEL
○ ○ ○		GUARD RAIL
□ □ □	□ □ □	WOOD SPLIT RAIL FENCE
- x - x - x -	- x - x - x -	CHAIN LINK FENCE
-----UG-----	-----UG-----	UNDERGROUND ELECTRICAL LINE
-----		EDGE OF WATER
		ASPHALT SURFACE
		CONCRETE SURFACE
		GRAVEL PATH
		STRUCTURE
		STORM DRAIN PIPE
		STORM DRAIN CATCH BASIN
		CONIFEROUS TREE
		WATER VALVE
		ELECTRICAL J-BOX
		STREET SIGN
		BOLLARD
		STREET LIGHT
		FINISH GRADE POINT

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**CHICKEN YARD PARK AND  
AUKE LAKE WAYSIDE  
IMPROVEMENTS**  
CBJ CONTRACT No. BE20-191  
CITY & BOROUGH OF JUNEAU, ALASKA

**GENERAL NOTES,  
ABBREVIATIONS AND  
SYMBOLS**

DATE: JUNE 12, 2020	PDC No. 19290JN
SHEET	
<b>C002</b>	

**GENERAL NOTES**

1. THIS PURPOSE OF THIS SURVEY IS TO DEPICT THE AS-BUILT AND TOPOGRAPHIC FEATURES WITHIN LOTS 5 & 6, BLOCK 113, JUNEAU TOWNSITE.
2. THE BASIS OF BEARING FOR THIS SURVEY, AS SHOWN, IS LINE BETWEEN THE RECOVERED BRASS CAP AT 6TH AND MAIN STREETS, AND THE RECOVERED SECONDARY MONUMENT ON FOR LOTS 1 AND 7 AND EAST STREET RIGHT-OF-WAY.
3. WHERE RECORD SURVEY COURSES (BEARINGS AND/OR DISTANCES) DIFFER FROM THAT OF ACTUAL FIELD MEASURED AND/OR COMPUTED SURVEY COURSES, THE RECORD BEARING AND/OR DISTANCE IS SHOWN WITHIN PARENTHESIS WHILE THE ACTUAL MEASURED AND/OR COMPUTED SURVEY COURSE IS SHOWN WITHOUT PARENTHESIS.
4. HORIZONTAL COORDINATES, SHOWN HEREON, ARE DERIVED FROM STATIC GNSS OBSERVATIONS, AND POST-PROCESSED THROUGH NGS OPUS, AND ARE REPORTED IN NORTH AMERICAN DATUM 1983, ALASKA STATE PLANE COORDINATE ZONE 1 SYSTEM (NAD83 AK SPC Z1).
5. THE BASIS OF VERTICAL CONTROL IS DERIVED FROM STATIC GNSS OBSERVATIONS, AND POST-PROCESSED THROUGH NGS OPUS, AND ARE IN NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 1988).
6. ALL DISTANCES AND DIMENSIONS ARE IN U.S. SURVEY FEET AND REDUCED TO THEIR HORIZONTAL VALUES.
7. THIS SURVEY WAS PERFORMED UTILIZING ON-THE-GROUND CONVENTIONAL TRIMBLE S-7 ROBOTICS TOTAL STATION WITH STANDARD LASER DISTANCE MEASURING TECHNIQUES, AND TRIMBLE GNSS R8-2 RECEIVERS.
8. FIELD CLOSURE FOR CONVENTIONAL HORIZONTAL TRAVERSE DOES NOT EXCEED 1:10,000.
9. THE FIELD SURVEY WAS PERFORMED ON AUGUST 22 - 24, 2018.
10. ALL UTILITIES, SHOWN HEREON, ARE APPROXIMATE. ONLY ABOVE GROUND OBSERVABLE APPURTENANCES WE LOCATED.
11. NO MONUMENTS WERE SET IN THE COURSE OF THIS SURVEY.
12. THIS SURVEY DOES NOT CONSTITUTE A SUBDIVISION, AS PER A.S. 40.15.900 (5)(a).
13. CONTRACTOR SHALL PERFORM A CLOSED LEVEL LOOP THROUGH ALL TBM'S AS LISTED HEREIN TO VERIFY ELEVATIONS PRIOR TO BEGINNING ANY WORK.

EXIST CB	(CB1)
GRATE EL=	170.04
S 18" (IN) IE=	166.55
E 18" (IN) IE=	166.54
W 18" (OUT) IE=	166.39

EXIST CB	(CB2)
GRATE EL=	173.05
W 18" (OUT) IE=	167.28

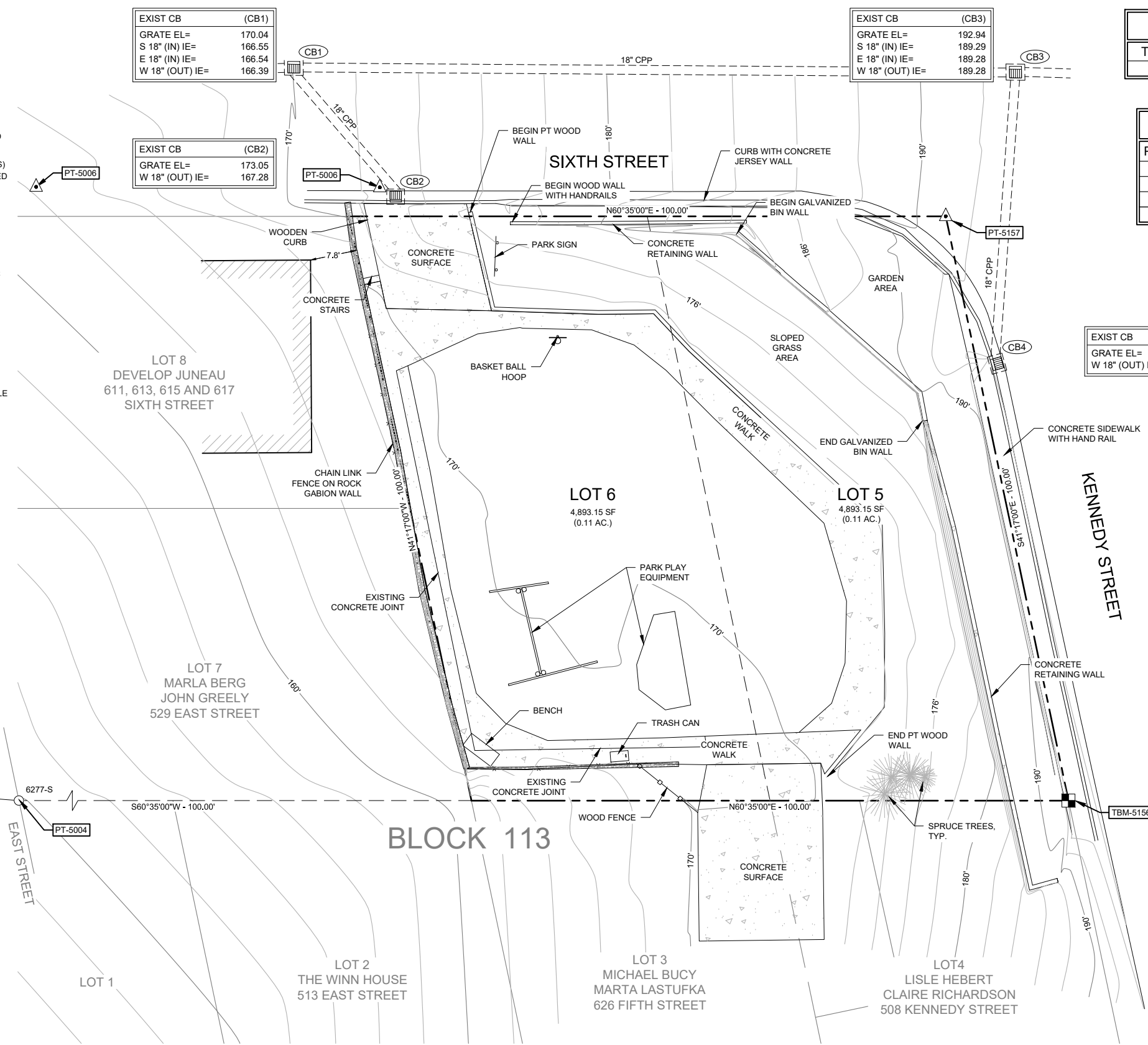
EXIST CB	(CB3)
GRATE EL=	192.94
S 18" (IN) IE=	189.29
E 18" (IN) IE=	189.28
W 18" (OUT) IE=	189.28

EXIST CB	(CB4)
GRATE EL=	193.34
W 18" (OUT) IE=	188.34

TABLE OF VERTICAL CONTROL				
T.B.M.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5158	10,996.45	10,347.97	194.45	SET "X" IN CONCRETE SIDEWALK

TABLE OF HORIZONTAL CONTROL			
POINT #	NORTHING	EASTING	DESCRIPTION
5004	10,898.20	10,173.74	2-1/2" ALUMINUM CAP, 6277-S
5005	10,001.03	10,146.84	MAG W/ALUMINUM SURVEY WASHER, 3650-S
5006	11,029.23	10,197.02	MAG W/ALUMINUM SURVEY WASHER, 3650-S
5157	11,071.58	10,281.96	MAG NAIL

LEGEND	
	TEMPORARY BENCHMARK (TBM)
	PRIMARY MONUMENT (RECOVERED)
	SECONDARY MONUMENT (RECOVERED)
	PROPERTY LINE
	UNSURVEYED LINE
	CONTOUR LINE
	EDGE OF GRAVEL DRIVEWAY
	EDGE OF PAVEMENT
	CONCRETE CURB
	CONCRETE CURB & GUTTER
	CHAIN LINK FENCE
	STORM DRAIN CULVERT
	BUILDING
	CONCRETE SURFACE
	STORM DRAIN CATCH BASIN
	SPRUCE TREE
	TRAFFIC SIGN
	GARBAGE CAN
EL	ELEVATION
CPP	CORRUGATED PLASTIC PIPE
TYP	TYPICAL

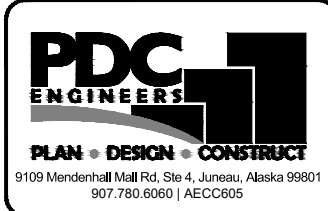


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CHECK	JMP
APPROVED	JMP

No.	DATE	REVISION



**CHICKEN YARD PARK AND AUKE LAKE WAYSIDE IMPROVEMENTS**  
 CBJ CONTRACT No. BE20-191  
 CITY & BOROUGH OF JUNEAU, ALASKA

**EXISTING SITE CONDITIONS SURVEY**

GRAPHIC SCALE  
 0' 5' 10' 20' 40'  
 CONTOUR INTERVAL = 2 FEET

DATE: JUNE 12, 2020
PDC No. 19290JN
SHEET C100



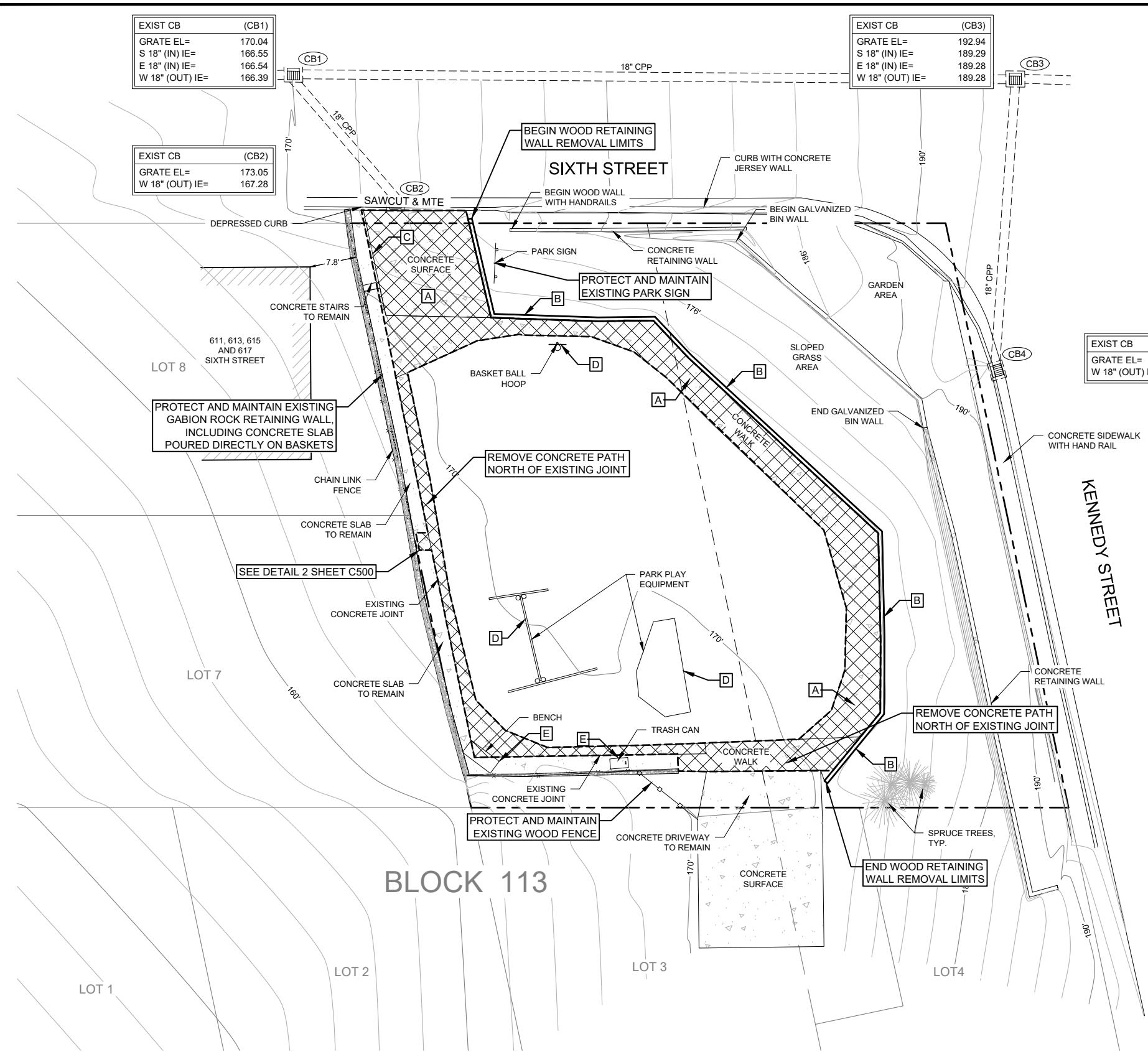
**DIAL BEFORE YOU DIG!**  
**586-1333**  
 U/G POWER, TELEPHONE & T.V.  
 SHOWN ON THIS DRAWING INDICATE  
 EXISTENCE ONLY AND DO NOT  
 SUBSTITUTE FOR FIELD LOCATES  
 FOR ACS AND GCI LOCATES  
 DIAL THE 811 ALASKA DIGLINE

EXIST CB	(CB1)
GRATE EL=	170.04
S 18" (IN) IE=	166.55
E 18" (IN) IE=	166.54
W 18" (OUT) IE=	166.39

EXIST CB	(CB3)
GRATE EL=	192.94
S 18" (IN) IE=	189.29
E 18" (IN) IE=	189.28
W 18" (OUT) IE=	189.28

EXIST CB	(CB2)
GRATE EL=	173.05
W 18" (OUT) IE=	167.28

EXIST CB	(CB4)
GRATE EL=	193.34
W 18" (OUT) IE=	188.34



**DEMOLITION LEGEND**

REMOVE AND DISPOSE OF CONCRETE SURFACE

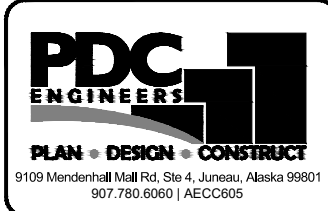
**SHEET C200 DEMOLITION NOTES:**

- ALL ITEMS DESIGNATED FOR REMOVAL SHALL BE DISPOSED OF AT AN APPROVED DISPOSAL SITE.
  - PROTECT & MAINTAIN ALL ITEMS NOT DESIGNATED FOR REMOVAL.
- A** REMOVE AND DISPOSE OF EXISTING CONCRETE SURFACE.
  - B** REMOVE AND DISPOSAL OF EXISTING WOOD RETAINING WALL.
  - C** REMOVE AND DISPOSE OF EXISTING WOOD CURB. L=18'
  - D** REMOVE AND DISPOSE OF EXISTING PLAY EQUIPMENT INCLUDING FOUNDATION SYSTEMS.
  - E** REMOVE AND SALVAGE EXISTING TRASH CAN AND BENCH. TURN SALVAGED TRASH CAN AND BENCH OVER TO CBJ PARKS AND RECREATION. CONTACT COLBY SHIBLER AT 364-2800.

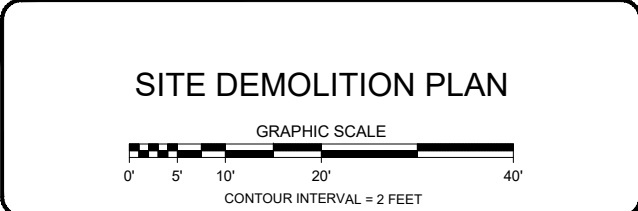
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**CHICKEN YARD PARK AND  
 AUKE LAKE WAYSIDE  
 IMPROVEMENTS**  
 CBJ CONTRACT No. BE20-191  
 CITY & BOROUGH OF JUNEAU, ALASKA



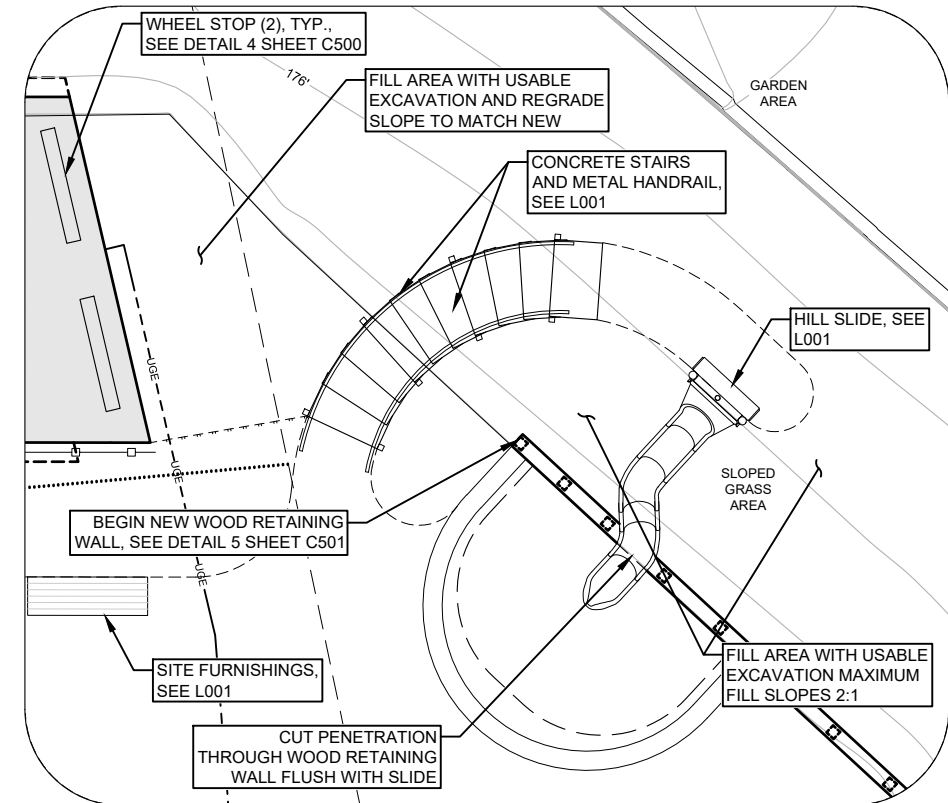
DATE: JUNE 12, 2020
PDC No. 19290JN
SHEET C200

EXIST CB	(CB1)
GRATE EL=	170.04
S 18" (IN) IE=	166.55
E 18" (IN) IE=	166.54
W 18" (OUT) IE=	166.39

EXIST CB	(CB2)
GRATE EL=	173.05
W 18" (OUT) IE=	167.28

EXIST CB	(CB3)
GRATE EL=	192.94
S 18" (IN) IE=	189.29
E 18" (IN) IE=	189.28
W 18" (OUT) IE=	189.28

EXIST CB	(CB4)
GRATE EL=	193.34
W 18" (OUT) IE=	188.34



DETAIL A

GRADE POINT SUMMARY TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	11024.45	10193.90	171.80	BEGIN CONCRETE CURB, MTE
101	11033.99	10211.00	175.40	ASPHALT SURFACE, MTE
102	11010.90	10205.71	171.10	CONCRETE SURFACE
103	11020.74	10223.17	172.90	ASPHALT SURFACE
104	11031.56	10242.39	172.90	ASPHALT SURFACE
105	10997.05	10217.79	170.30	CONCRETE SURFACE
106	11006.91	10235.30	172.00	ASPHALT SURFACE
107	11017.95	10254.90	172.00	ASPHALT SURFACE
108	10994.68	10233.20	170.00	ASPHALT SURFACE, MTE
109	10980.60	10232.14	169.50	END CONCRETE CURB, MTE
110	10985.64	10241.08	170.00	ASPHALT SURFACE, MTE
111	11005.45	10256.29	170.50	E-1 SURFACE
112	11017.73	10278.06	171.50	SAFETY SURFACING
113	10990.38	10269.43	169.90	E-1 SURFACE
114	11002.66	10291.21	170.70	E-1 SURFACE
115	10975.30	10282.58	169.50	E-1 SURFACE
116	10987.58	10304.35	170.30	E-1 SURFACE
117	11027.44	10271.49	173.80	TOW
118	11021.18	10297.92	173.70	TOW
119	10994.88	10313.14	172.60	TOW
120	10980.19	10310.58	16.64	TOW
121	11036.89	10280.42	178.00	E-1 SURFACE

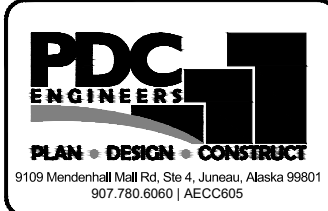
- SHEET C300 NOTES:**
- ALL AREAS ADJACENT TO NEW WORK TO BE GRADED TO DRAIN AND ENSURE THAT NO PONDING OCCURS. 3" TOPSOIL AND SEED ALL DISTURBED AREAS NOT DESIGNATED FOR PLANTING ON SHEET L001.
  - CONTOURS SHOWN ON THIS SHEET ARE PRE CONSTRUCTION EXISTING GRADE CONTOURS.
  - INSTALL LONG RADIUS VERTICAL BEND AND CAP 1" PVC CONDUIT AT EACH END OF RUN. CONDUIT CAPS TO BE INSTALLED FLUSH WITH FINISH GRADE AND MARKED WITH RED PAINTED 2"x4" POST AND #5 REBAR.

**DIAL BEFORE YOU DIG!**  
**586-1333**  
 U/G POWER, TELEPHONE & T.V. SHOWN ON THIS DRAWING INDICATE EXISTENCE ONLY AND DO NOT SUBSTITUTE FOR FIELD LOCATES FOR ACS AND GCI LOCATES DIAL THE 811 ALASKA DIGLINE

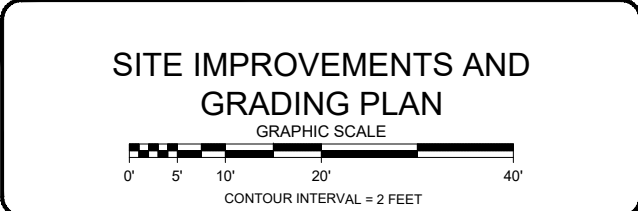
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APPROVED	JMP

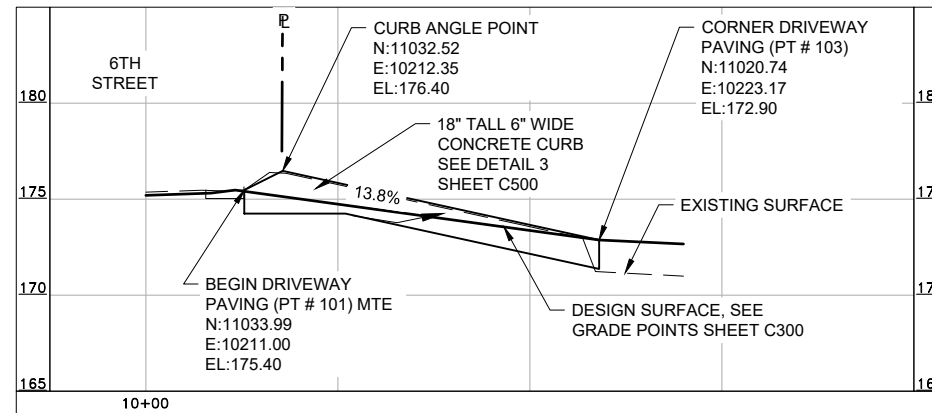
No.	DATE	REVISION



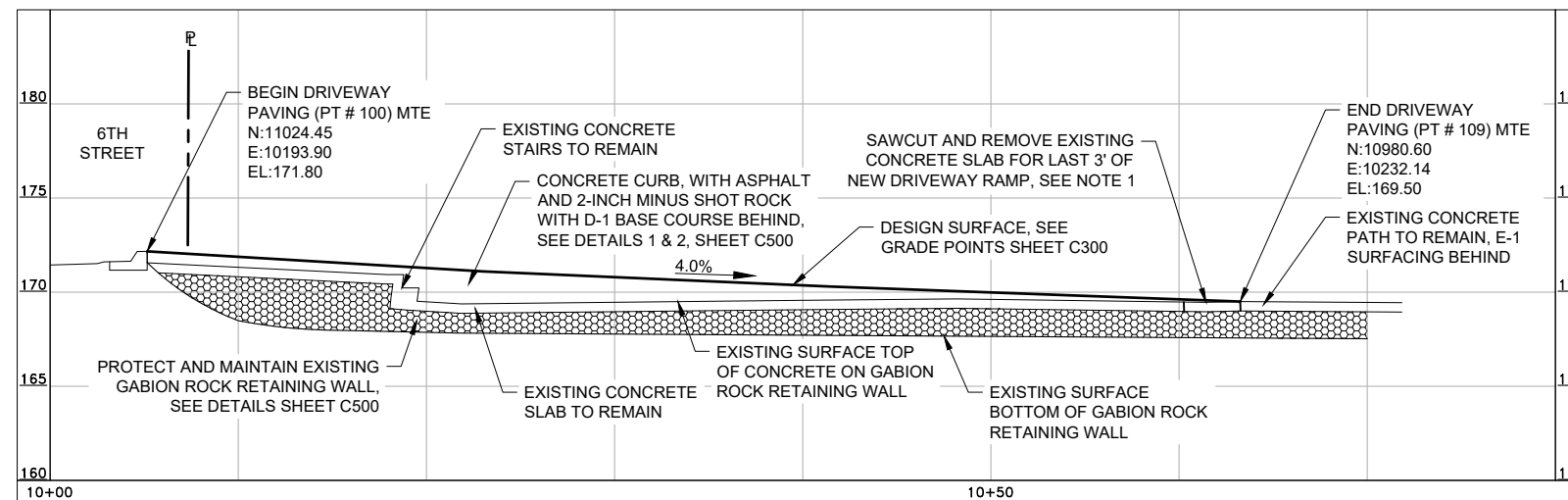
**CHICKEN YARD PARK AND AUKE LAKE WAYSIDE IMPROVEMENTS**  
 CBJ CONTRACT No. BE20-191  
 CITY & BOROUGH OF JUNEAU, ALASKA



DATE: JUNE 12, 2020  
 PDC No. 19290JN  
 SHEET **C300**



**1** SITE SECTION VIEW  
(VIEW LOOKING NORTHEAST)  
N.T.S.



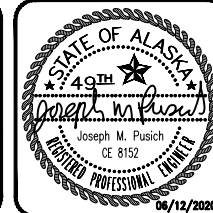
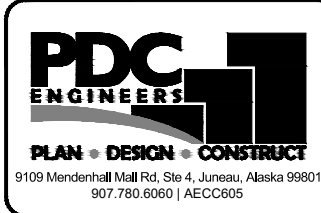
**2** SITE SECTION VIEW  
(VIEW LOOKING NORTHEAST)  
N.T.S.

**NOTE:**  
1. CONTRACTOR TO CAREFULLY REMOVE EXISTING SLAB WHERE INDICATED TO ALLOW CLEAN TRANSITION TO EXISTING GRADE. ANY DAMAGE TO THE EXISTING GABION WALL THAT OCCURS DURING THIS WORK TO BE REPAIRED BY THE CONTRACTOR.

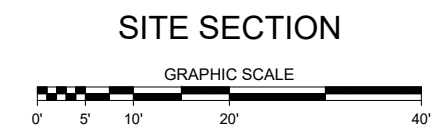
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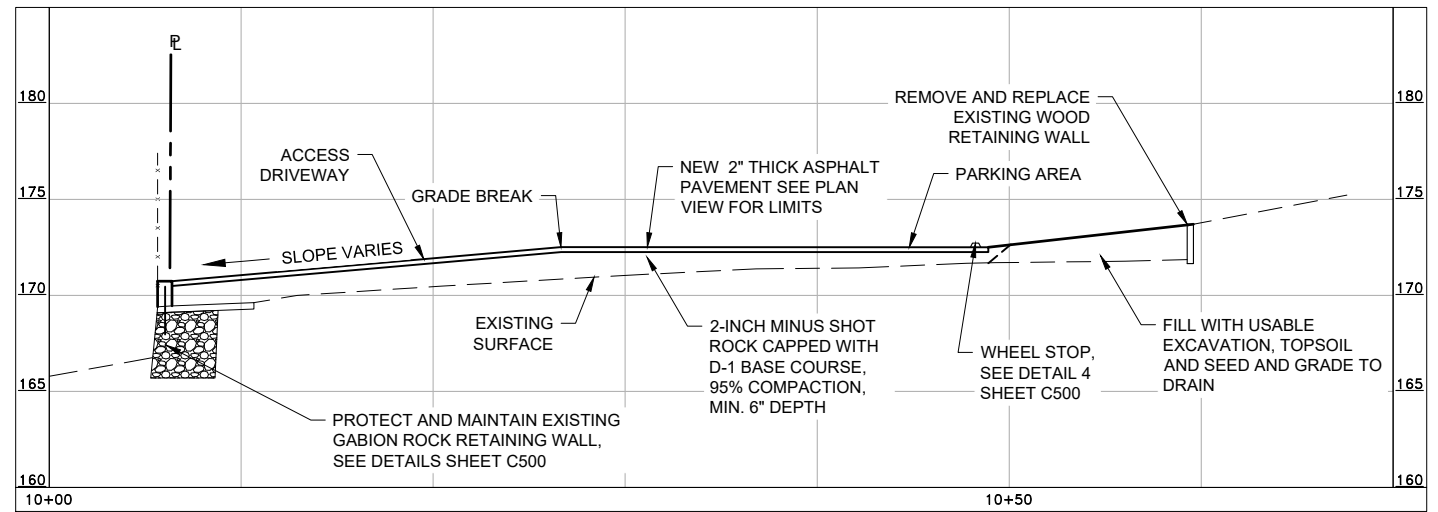
No.	DATE	REVISION



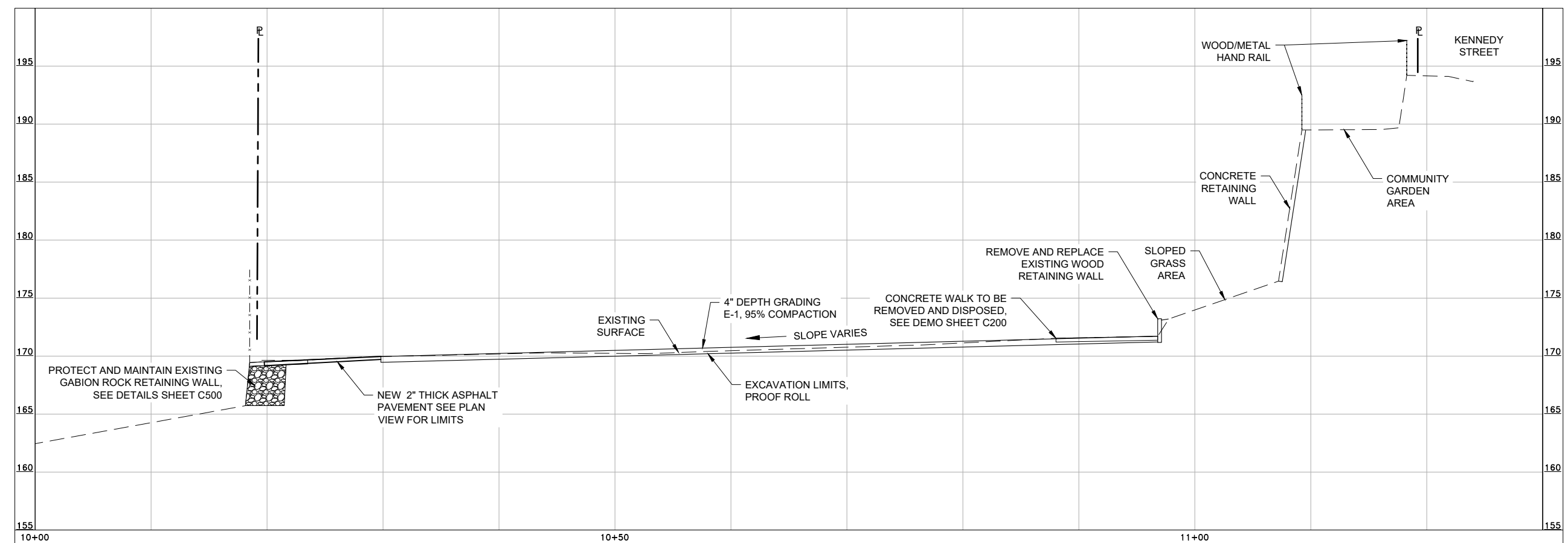
**CHICKEN YARD PARK AND  
AUKE LAKE WAYSIDE  
IMPROVEMENTS**  
CBJ CONTRACT No. BE20-191  
CITY & BOROUGH OF JUNEAU, ALASKA



DATE: JUNE 12, 2020  
PDC No. 19290JN  
SHEET **C400**



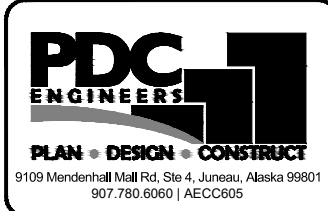
**1** SITE SECTION VIEW  
 (VIEW LOOKING NORTHWEST)  
 N.T.S.



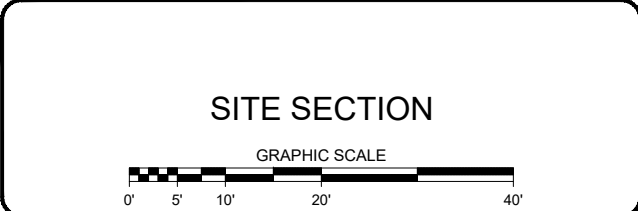
**2** SITE SECTION VIEW  
 (VIEW LOOKING NORTHWEST)  
 N.T.S.

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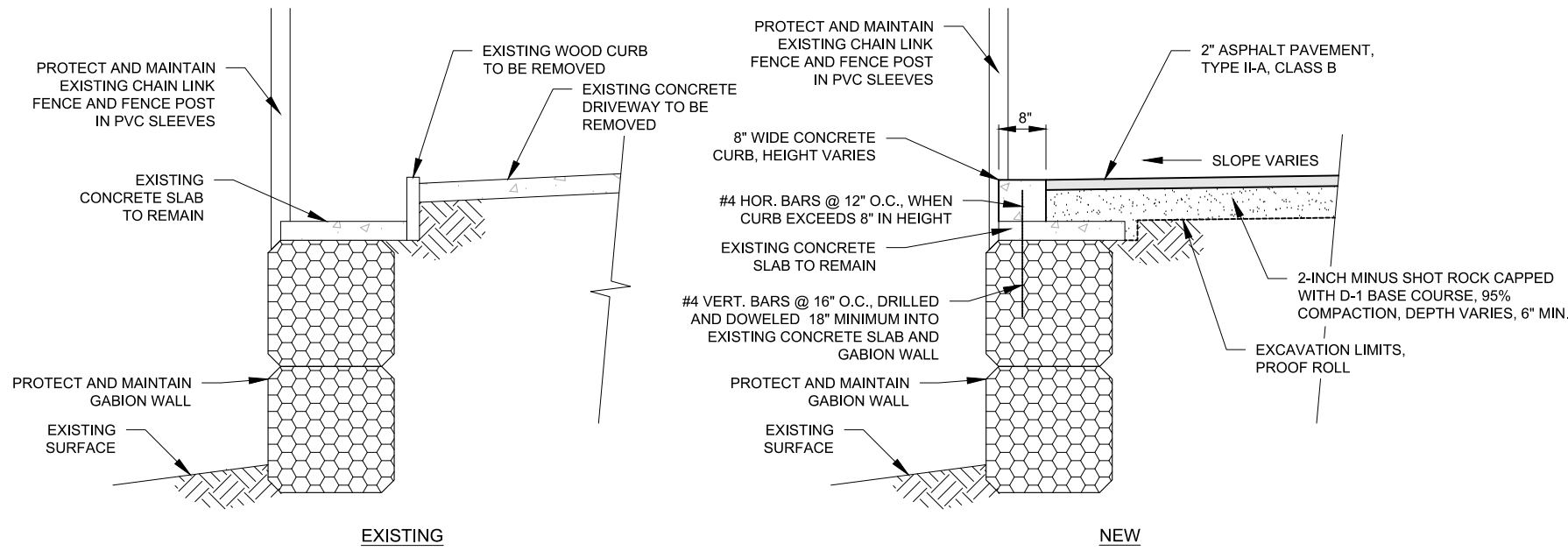
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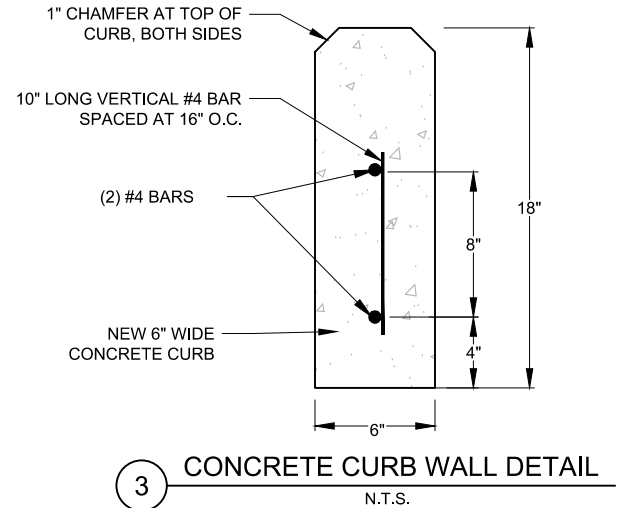
**CHICKEN YARD PARK AND  
 AUKE LAKE WAYSIDE  
 IMPROVEMENTS**  
 CBJ CONTRACT No. BE20-191  
 CITY & BOROUGH OF JUNEAU, ALASKA



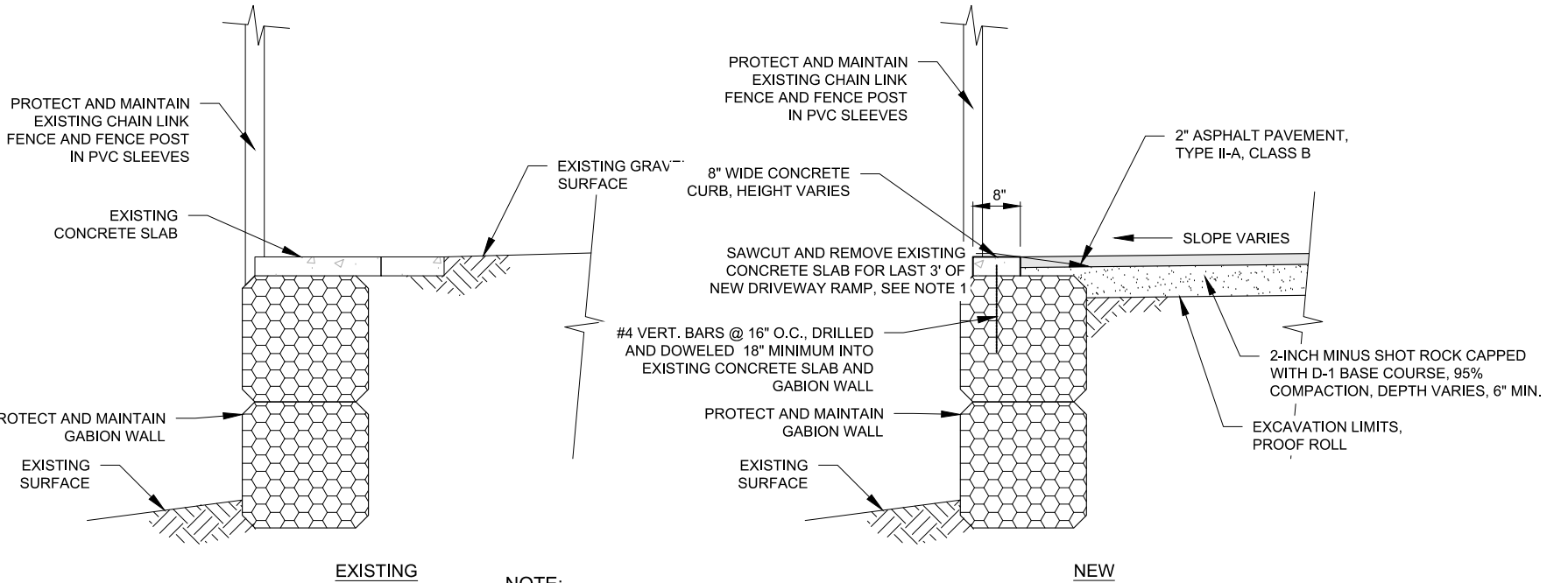
DATE: JUNE 12, 2020  
 PDC No. 19290JN  
 SHEET **C401**



**1** DOWELED CONCRETE CURB AND PAVING DETAIL  
(VIEW LOOKING NORTHWEST)  
N.T.S.

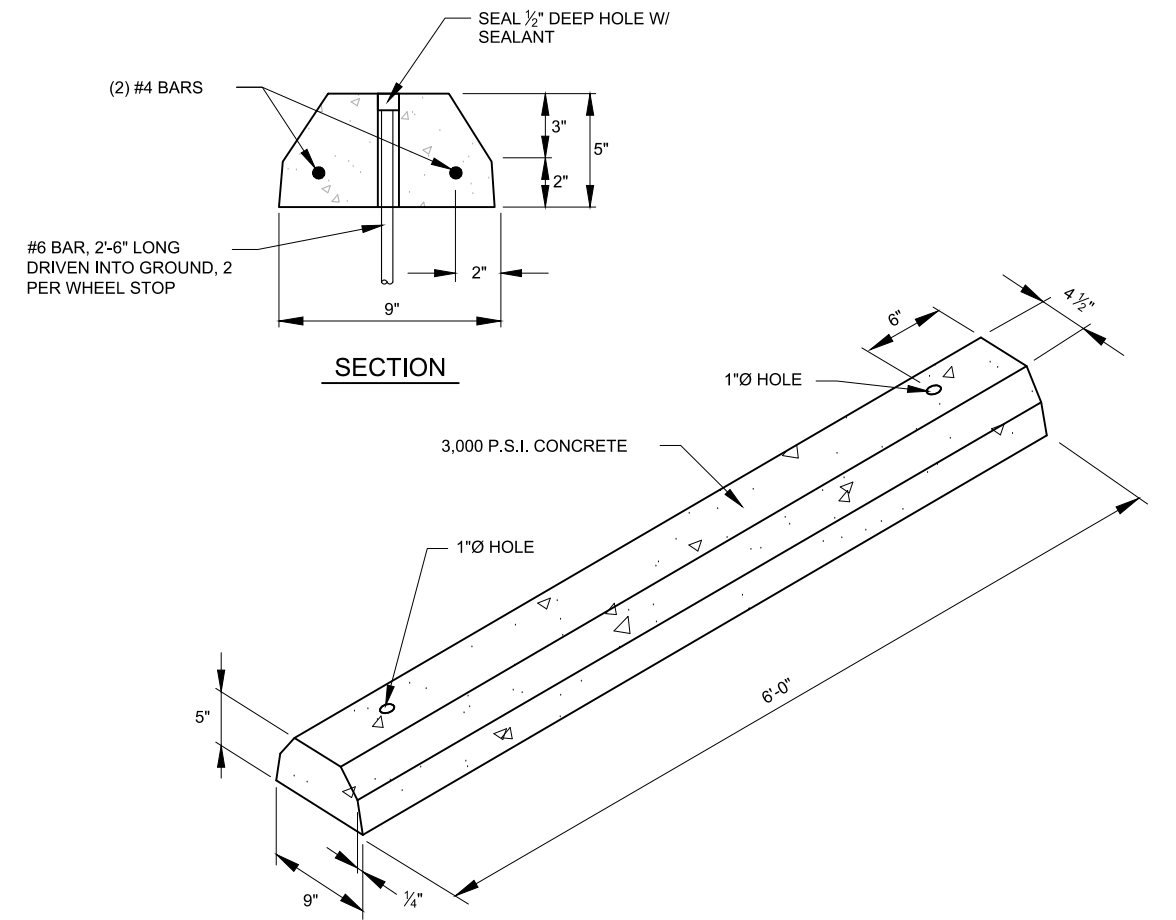


**3** CONCRETE CURB WALL DETAIL  
N.T.S.



**2** DOWELED CONCRETE CURB AND PAVING TRANSITION DETAIL  
(VIEW LOOKING NORTHWEST)  
N.T.S.

**NOTE:**  
1. CONTRACTOR TO CAREFULLY REMOVE EXISTING CONCRETE SLAB WHERE INDICATED TO ALLOW CLEAN TRANSITION TO EXISTING GRADE. ANY DAMAGE TO THE EXISTING GABION WALL THAT OCCURS DURING THIS WORK WILL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER.



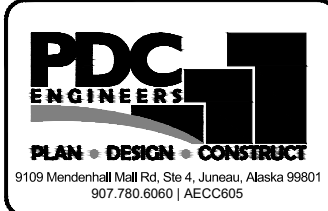
**4** PRECAST CONCRETE WHEEL STOP  
N.T.S.

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APPROVED	JMP

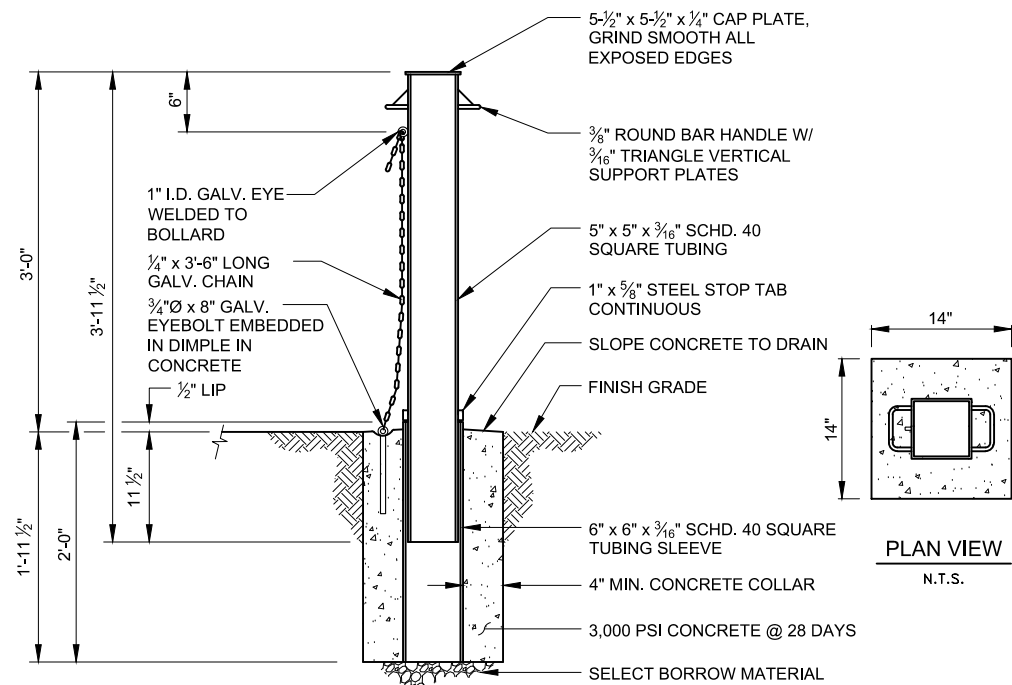
No.	DATE	REVISION



**CHICKEN YARD PARK AND AUKE LAKE WAYSIDE IMPROVEMENTS**  
CBJ CONTRACT No. BE20-191  
CITY & BOROUGH OF JUNEAU, ALASKA

**CONSTRUCTION DETAILS**

DATE: JUNE 12, 2020  
PDC No. 19290JN  
SHEET **C500**

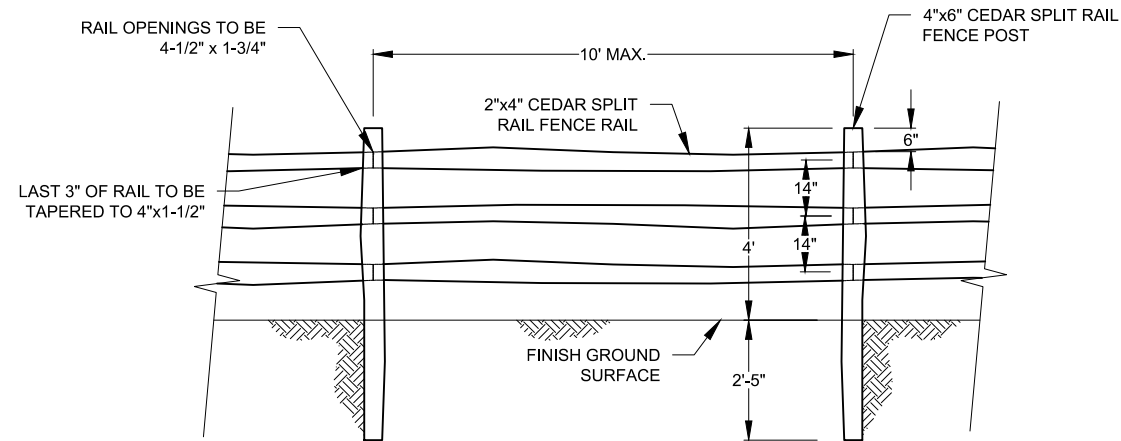


**SECTION VIEW**  
N.T.S.

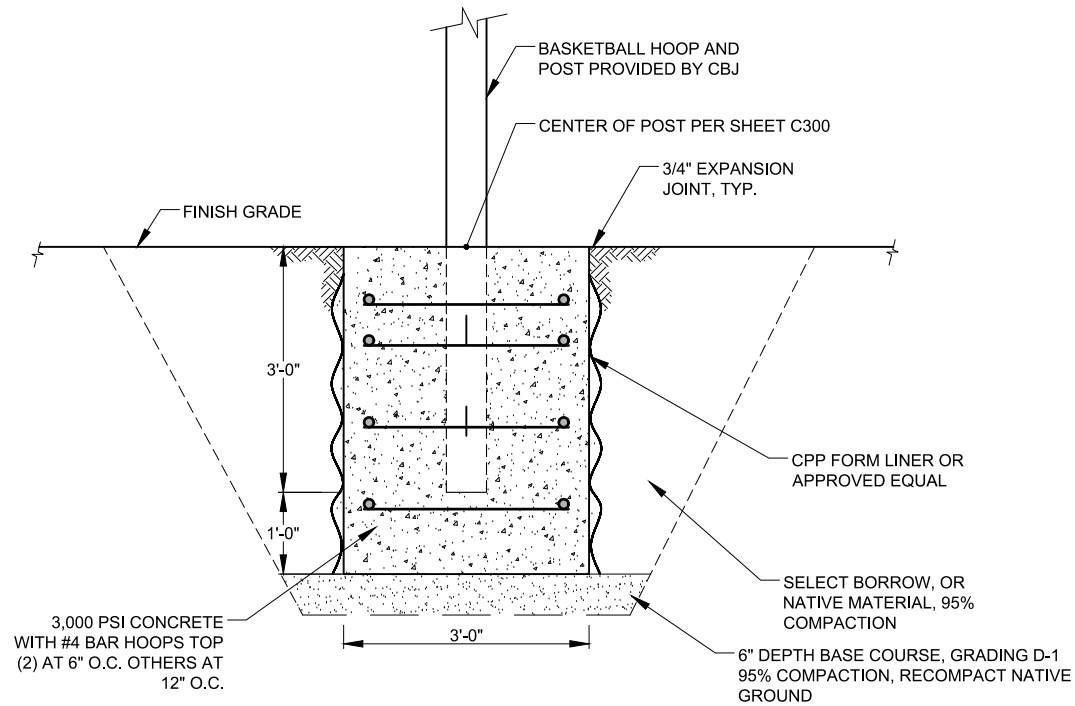
**BOLLARD NOTES:**

1. ALL WELDS 1/2" FILLET.
2. PRIME & PAINT METAL BOLLARDS COORDINATE WITH CBJ PARKS AND REC.
3. ALL WELDS TO BE WIRE BRUSHED WITH ELECTRIC DRILL, PRIMED & PAINTED.

**1 REMOVABLE BOLLARD DETAIL**  
N.T.S.



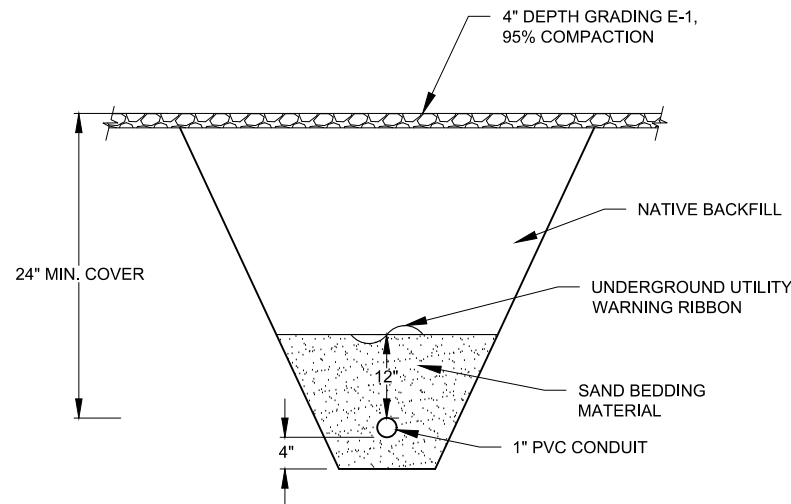
**3 SPLIT RAIL FENCE DETAIL**  
N.T.S.



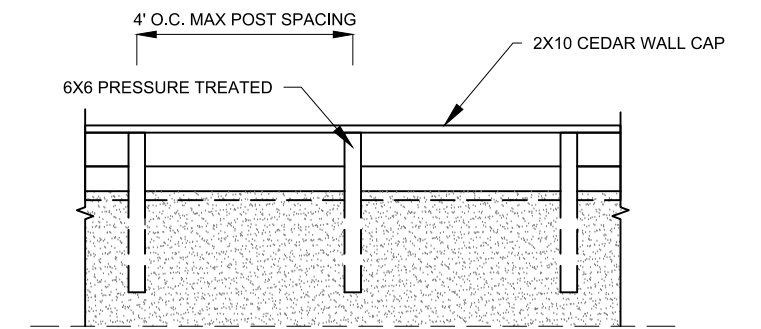
**BOLLARD NOTES:**

1. BASKETBALL HOOP TO BE PROVIDED BY CBJ. A 3' SECTION OF THE CENTER POST WAS REMOVED DURING SALVAGE OF HOOP. CONTRACTOR TO WELD NEW 3' SECTION OF CENTER POST TO REMAINING POST. NEW POST TO BE 5-9/16" O.D., SCHEDULE 40 (0.258") WALL, ASTM500 GRADE B TUBING. CONTRACTOR TO CONFIRM EXISTING PIPE SIZE, TYPE, THICKNESS, ETC. PRIOR TO WELDING.
2. CONTRACTOR TO PROTECT EXISTING ROCK GABION WALL DURING INSTALLATION OF BASKETBALL HOOP FOUNDATION.
3. BASKETBALL HOOP RIM ELEVATION TO BE 10' ABOVE FINISH GRADE.

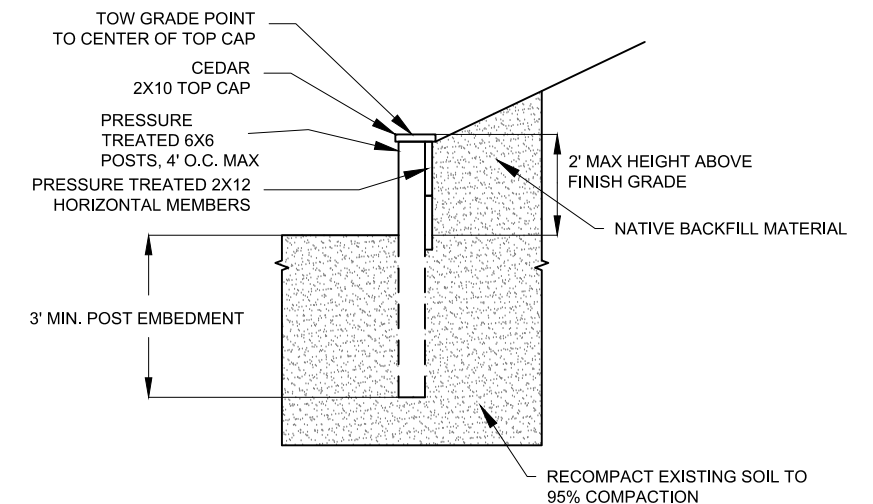
**2 BASKETBALL HOOP FOUNDATION**  
N.T.S.



**4 1\"/>**



**ELEVATION VIEW**



**SECTION VIEW**

**NOTES:**

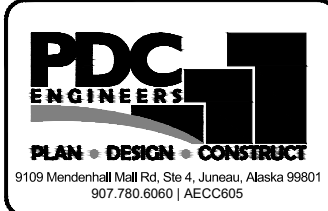
1. 2X12 PRESSURE TREATED HORIZONTAL MEMBERS.
2. 6X6 PRESSURE TREATED POST MEMBERS.
3. 16p GALVANIZED SINKERS FOR FASTENERS (OR COMPARABLE). FOR CONNECTING HORIZONTAL MEMBERS TO POSTS.
4. WOOD DECK SCREWS USED FOR FASTENERS FOR 2X12 BENCH. COUNTERSINK VERTICAL SCREWS.
5. ALL SAWN CUTS TO BE TREATED FOR WATER RESISTANCE IN THE FIELD.
6. 1/2" RADIUS ON ALL EXPOSED TIMBER EDGES.
7. TOP CAP TO BE MITERED MINIMUM 2% TOWARDS PARK TO PREVENT PONDING.

**5 WOOD RETAINING WALL DETAIL**  
N.T.S.

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**CHICKEN YARD PARK AND AUKE LAKE WAYSIDE IMPROVEMENTS**  
CBJ CONTRACT No. BE20-191  
CITY & BOROUGH OF JUNEAU, ALASKA

**CONSTRUCTION DETAILS**

DATE: JUNE 12, 2020  
PDC No. 19290JN  
SHEET **C501**



**SCOPE OF WORK**

CONSTRUCTION REPAIRS OF THE CHICKEN YARD PARK FENCE INCLUDES THE FOLLOWING WORK ITEMS.

- CUTTING EXISTING POSTS:** CUT POST 2 AND POST 3 FLUSH WITH TOP OF CHAIN LINK FENCE FABRIC.
- CAPPING FENCE POSTS:** INSTALL GALVANIZED STEEL FENCE POST CAPS TO POST 1, 2 AND 3. MATCH SIZE AND STYLE TO EXISTING POST CAPS ON REMAINDER OF FENCE.
- REMOVE AND REPLACE DAMAGED POST:** REMOVE FENCE POST 1 AND REPLACE WITH NEW FENCE POST TO MATCH SIZE, SHAPE AND HEIGHT OF FENCE POST 2. CAP NEW POST WITH GALVANIZED STEEL FENCE POST CAP.
- REMOVE AND REINSTALL CHAIN LINK FENCE FABRIC:** REMOVE CHAIN LINK FENCE FABRIC FOR FRAMING AND INSTALLATION OF NEW CONCRETE CURB. READJUST AND REINSTALL FENCE FABRIC, BOTTOM RAIL AND TENSION RODS AS NECESSARY.
- REPAIR DAMAGED CONCRETE CURB:** REPAIR DAMAGED CONCRETE CURB ADJACENT TO FENCE POST 1.

**MATERIALS**

PROVIDE ALL MATERIALS TO CONSTRUCT THE WORK SHOWN ON THE DRAWINGS. IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROJECT SPECIFICATIONS AND SPECIAL PROVISIONS. SUBMIT PRODUCT DATA FOR EACH TYPE OF MATERIAL PROPOSED FOR USE.

- PATCHING MORTAR SHALL BE POLYMER OR MICROSILICA MODIFIED PORTLAND CEMENT WITH NON-SAG FILLER.
- EPOXY ADHESIVE SHALL BE SIMPSON SET OR HILTI HIT-RE500.
- COLD GALVANIZING COMPOUND SHALL BE GALVILITE, MANUFACTURED BY SRC WORLDWIDE, OR EQUIVALENT APPROVED BY THE ENGINEER.

**CONSTRUCTION NOTES**

**A. GENERAL**

- REFER TO THE PROJECT SPECIFICATIONS FOR COMPREHENSIVE CONSTRUCTION REQUIREMENTS. IN CASE OF CONFLICT, DETAILS SHOWN ON THESE DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES OR STANDARD DETAILS. IF A SPECIFIC DETAIL IS NOT SHOWN FOR ANY PART OF THE WORK, THE CONSTRUCTION SHALL BE THE SAME AS FOR SIMILAR WORK.
- CLEAN AND REMOVE FROM SITE ALL SURPLUS MATERIALS AND DEBRIS AT COMPLETION OF PROJECT.

**B. CUTTING AND CAPPING EXISTING POSTS**

- POST CUTS TO BE MADE SUCH THAT FINAL SURFACE IS CLEAN, LEVEL AND FREE OF BURRS.
- APPLY COLD GALVANIZING COMPOUND TO ALL CUT ENDS OR DAMAGED/BARE METAL.
- POST CAPS TO BE WEATHER TIGHT.

**C. REMOVE AND REPLACE DAMAGED POST**

- CONTRACTOR TO REMOVE EXISTING DAMAGED FENCE POST AND INSTALL NEW FENCE POST. ATTACH FENCE POST TO NEW CONCRETE CURB WITH CUSTOM FENCE POST CONCRETE BASE CONNECTION, SEE DETAIL 2.

**D. REMOVE AND REINSTALL CHAIN LINK FENCE FABRIC**

- REMOVE AND REINSTALL EXISTING FENCE FABRIC, BOTTOM RAIL AND TENSION RODS AS NECESSARY TO INSTALL NEW FENCE POST AND CONCRETE CURB. L=60'

**E. CONCRETE REPAIR PATCHING**

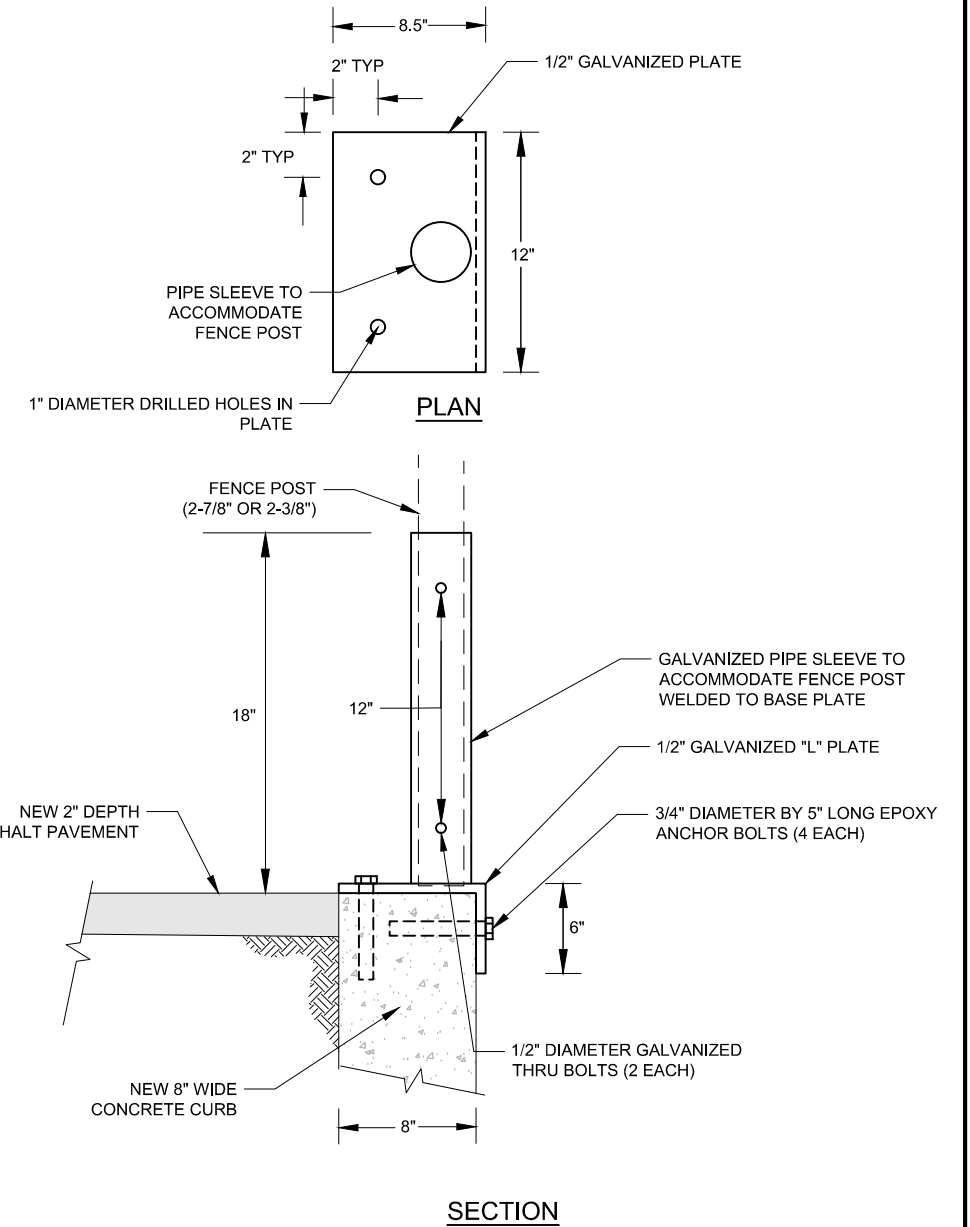
- SAWCUT, MINIMUM 4 INCHES DEEP, ROUGHLY RECTANGULAR AREAS AROUND THE AREA TO BE REPAIRED.
- BREAK OUT AND REMOVE UNSOUND CONCRETE OR DEBRIS TO A MINIMUM 4 INCHES DEEP.
- CLEAN AND PREPARE CONCRETE SURFACES; MIX AND APPLY PATCHING MORTAR PER THE SPECIFICATIONS.

**F. EPOXY DOWELS**

- ALL DOWELS SHALL BE #4 REBAR, STRAIGHT.
- DOWELS SHALL BE MINIMUM 12-INCHES LONG WITH A MINIMUM OF 6-INCH EMBEDMENT INTO SOUND CONCRETE.
- DRILL 3/4-INCH DIAMETER HOLES, BRUSH CLEAN, FLUSH, INJECT EPOXY RESIN, INSERT DOWEL AND CURE PER MANUFACTURER'S INSTRUCTIONS.



REPAIR CONCRETE PER DETAIL 3 THIS SHEET



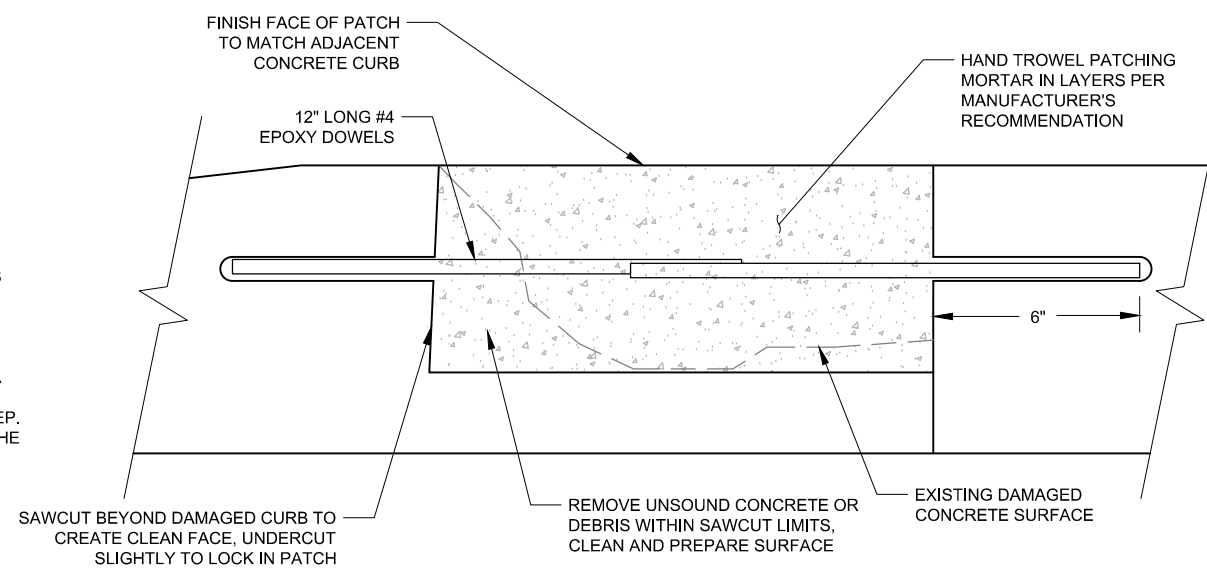
**NOTES:**  
 1. CONTRACTOR TO PROVIDE CORRECT BANDS, BOLTS, BARS AND FASTENERS TO ACCOMMODATE THE LARGER DIAMETER OF THE BASE CONNECTION PIPE SLEEVE, TO CONNECT TO THE BOTTOM RAIL.  
 2. ENTIRE BASE CONNECTION TO BE HOT DIP GALVANIZED AFTER FABRICATION.

**2 FENCE POST CONCRETE BASE CONNECTION DETAIL**

N.T.S.

**1 PHOTO OF DAMAGED FENCE TO BE REPAIRED**

N.T.S.



**3 CONCRETE PATCH DETAIL - ELEVATION VIEW**

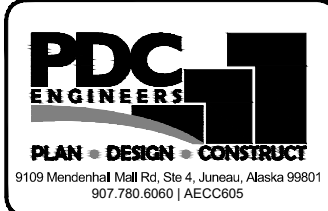
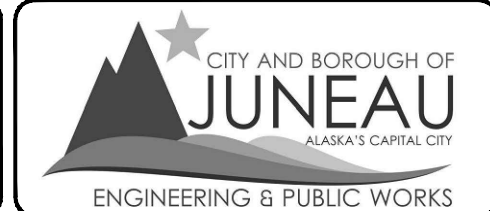
N.T.S.

P:\2019\19290JN-CBJ\_Parks\_Impro\19290JN\_CYP\_wk.dwg PLOT: June 15, 2020 dt: 4:13pm

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DRAWN	ECR
CHECK	JMP
APPROVED	JMP

No.	DATE	REVISION



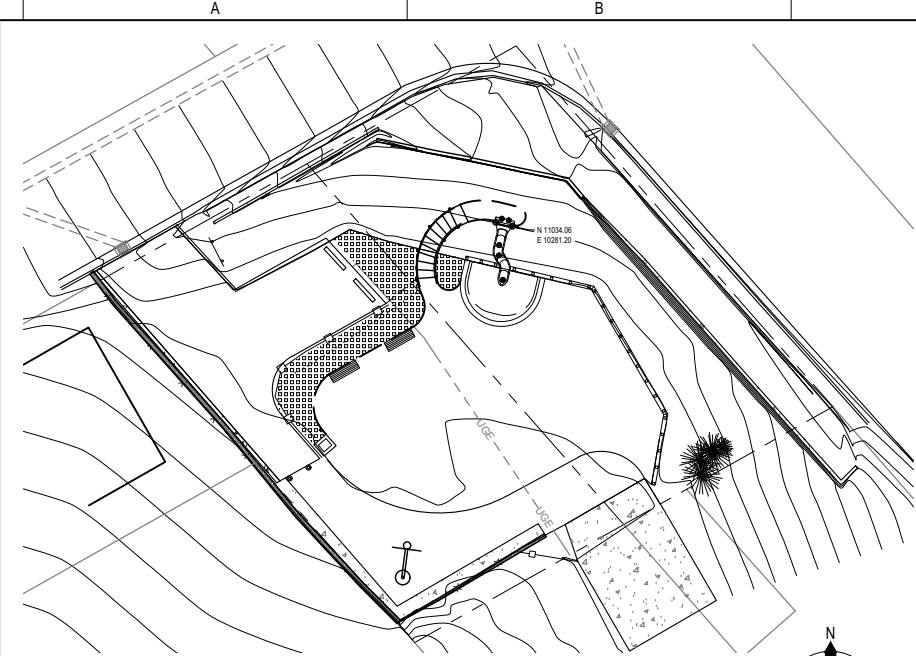
**CHICKEN YARD PARK AND AUKE LAKE WAYSIDE IMPROVEMENTS**  
 CBJ CONTRACT No. BE20-191  
 CITY & BOROUGH OF JUNEAU, ALASKA

**CONSTRUCTION DETAILS**

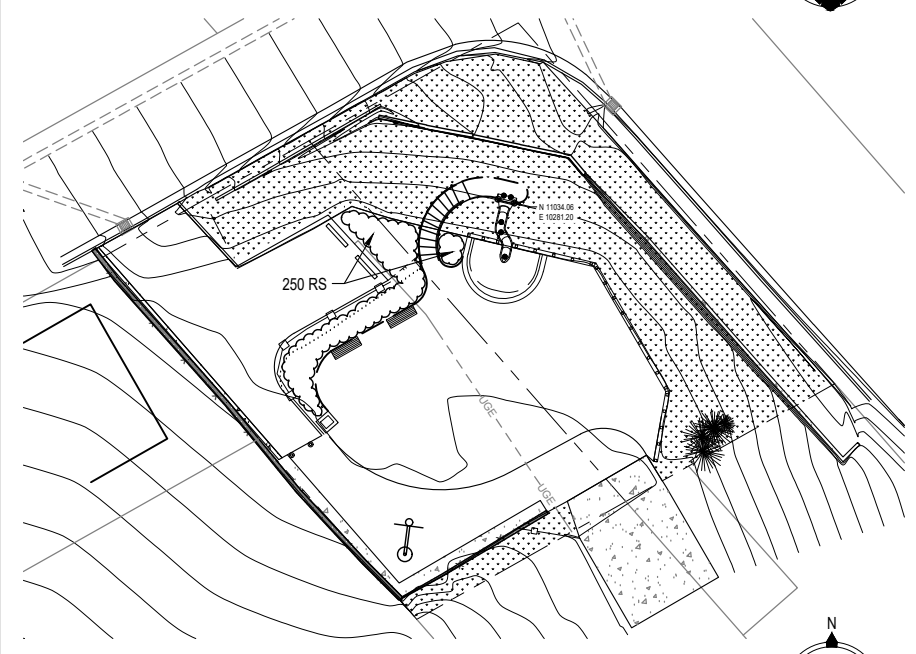
DATE: JUNE 12, 2020
PDC No. 19290JN
SHEET
<b>C502</b>



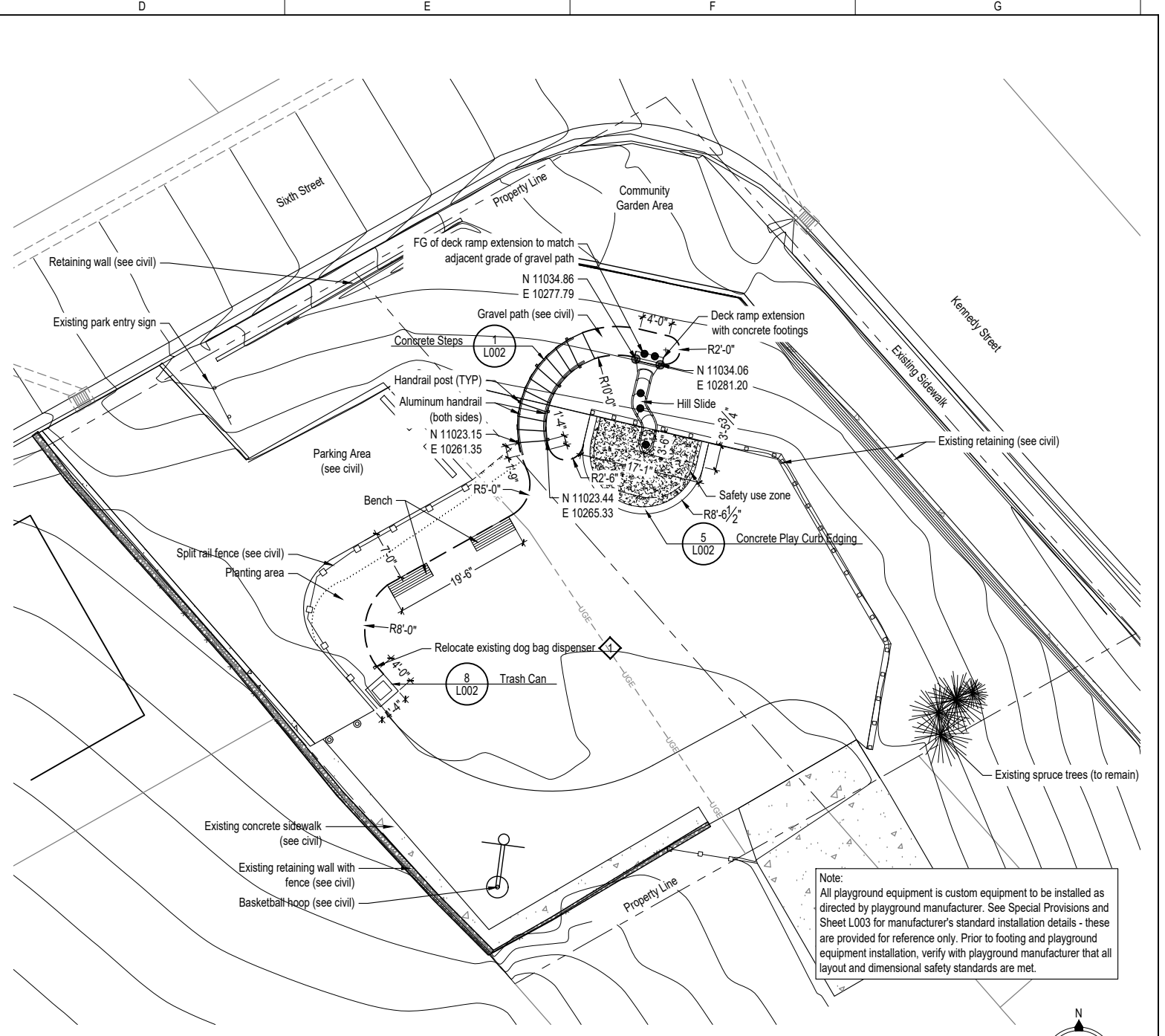
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**2 Soils Plan**  
L001 SCALE: 1" = 20'-0" @22x34



**3 Planting Plan**  
L001 SCALE: 1" = 20'-0" @22x34



**1 Layout Plan**  
L001 SCALE: 1" = 10'-0" @22x34

**Note:**  
All playground equipment is custom equipment to be installed as directed by playground manufacturer. See Special Provisions and Sheet L003 for manufacturer's standard installation details - these are provided for reference only. Prior to footing and playground equipment installation, verify with playground manufacturer that all layout and dimensional safety standards are met.

# Planting Schedule

**Shrubs - See Detail:** 6 Shrub Planting

Qty.	Symbol	Label	Latin Name	Common Name	Size	Furnished	Notes
250		RS	Rubus spectabilis	Salmonberry	#1 or local field dug		18" OC Triangular spacing

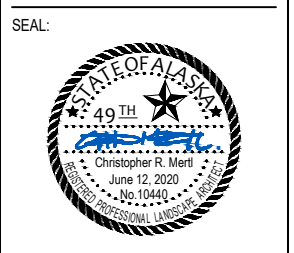
## Miscellaneous

- 7 L002 Landscape Edging
- 4 L002 Accessible Resilient Surfacing
- 1 Install salvaged dog bag dispenser and sign on 4x4 cedar post set 48" into compacted soil. Dispenser to be mounted to post 36-42" above grade
- 5" Post w/ 14"Ø Concrete Footing
- Mid-support/Support Post w/ 12"Ø Concrete Footing

## Soils Legend:

- 12" Depth Topsoil
- Excavate as necessary to allow placement of soil depth indicated above (as measured after compaction) plus additional excavation as need to install mulch. Coordinate earthwork activities to ensure that final grades are met, and positive drainage is achieved

**Corvus Design**  
Landscape Architecture  
www.corvus-design.com  
Anchorage - 907.222.2859  
2506-B Fairbanks St. 99503  
Juneau - 907.988.9000  
119 Seward St. 99801  
AECC #1195

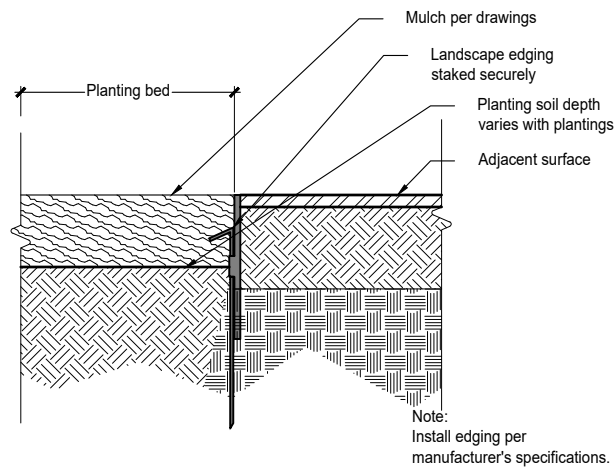


City and Borough of Juneau  
**Chicken Yard Park**  
Construction Documents  
Juneau AK

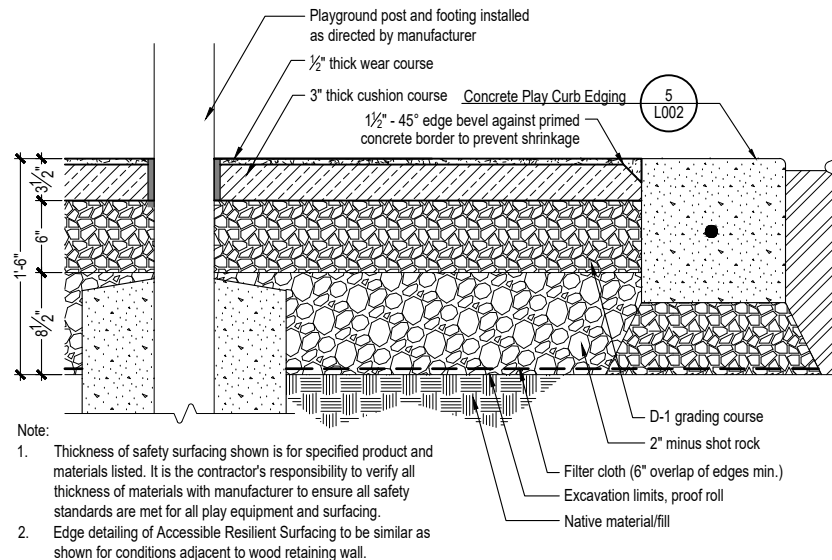
DATE: June 12, 2020  
JOB NUMBER: PDC-19-01  
DRAWN BY: LP  
CHECKED BY: CM

Layout Plan  
SHEET #:  
**L001**

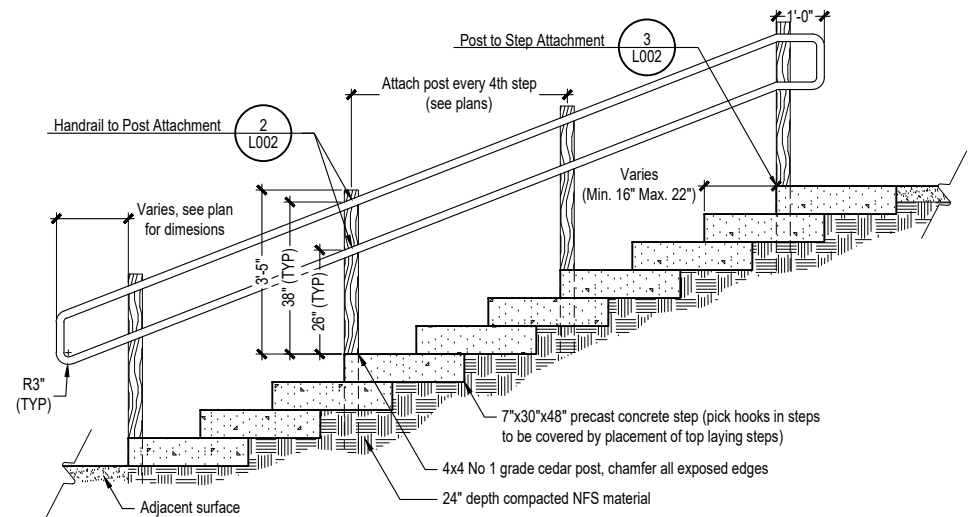




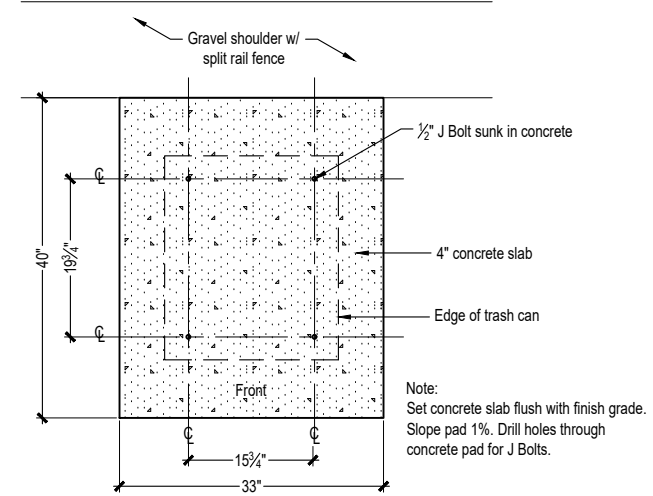
**7 Landscape Edging**  
SCALE: NTS @22x34



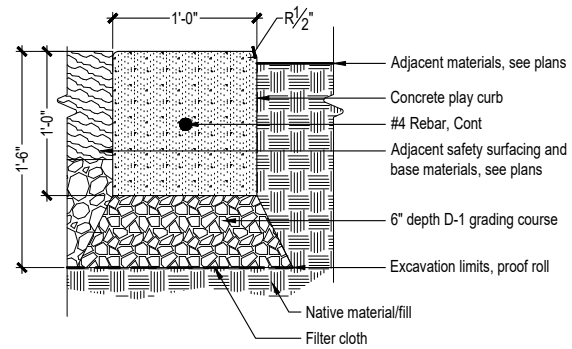
**4 Accessible Resilient Surfacing**  
SCALE: NTS @22x34



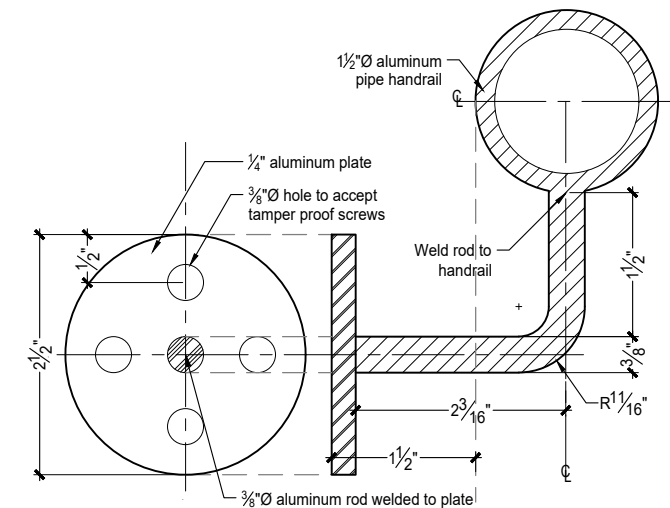
**1 Concrete Steps**  
SCALE: NTS @22x34



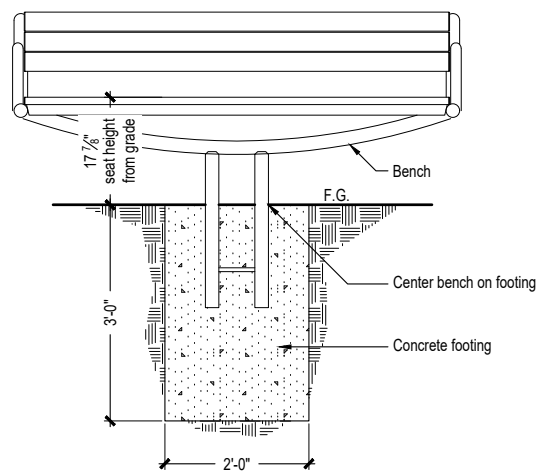
**8 Trash Can**  
SCALE: NTS @22x34



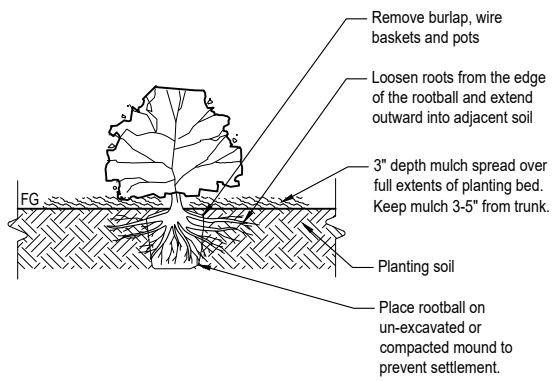
**5 Concrete Play Curb Edging**  
SCALE: NTS @22x34



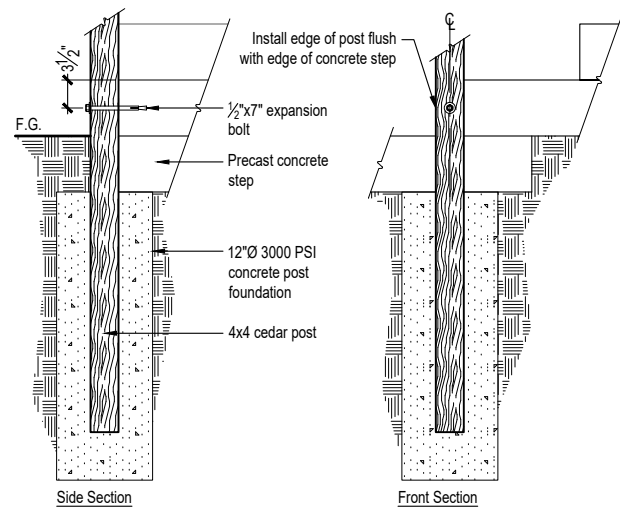
**2 Handrail to Post Attachment**  
SCALE: NTS @22x34



**9 Bench Attachment**  
SCALE: NTS @22x34



**6 Shrub Planting**  
SCALE: NTS @22x34



**3 Post to Step Attachment**  
SCALE: NTS @22x34

Drawing J:\PDC-19-01 Juneau Park Improvements2 - CAD\Corvus-Sheets - Chicken Yard Park.dwg last saved on 6/17/2020 5:01 PM was plotted by Linda Pringle on 6/17/2020 5:04 PM



TABLE OF VERTICAL CONTROL

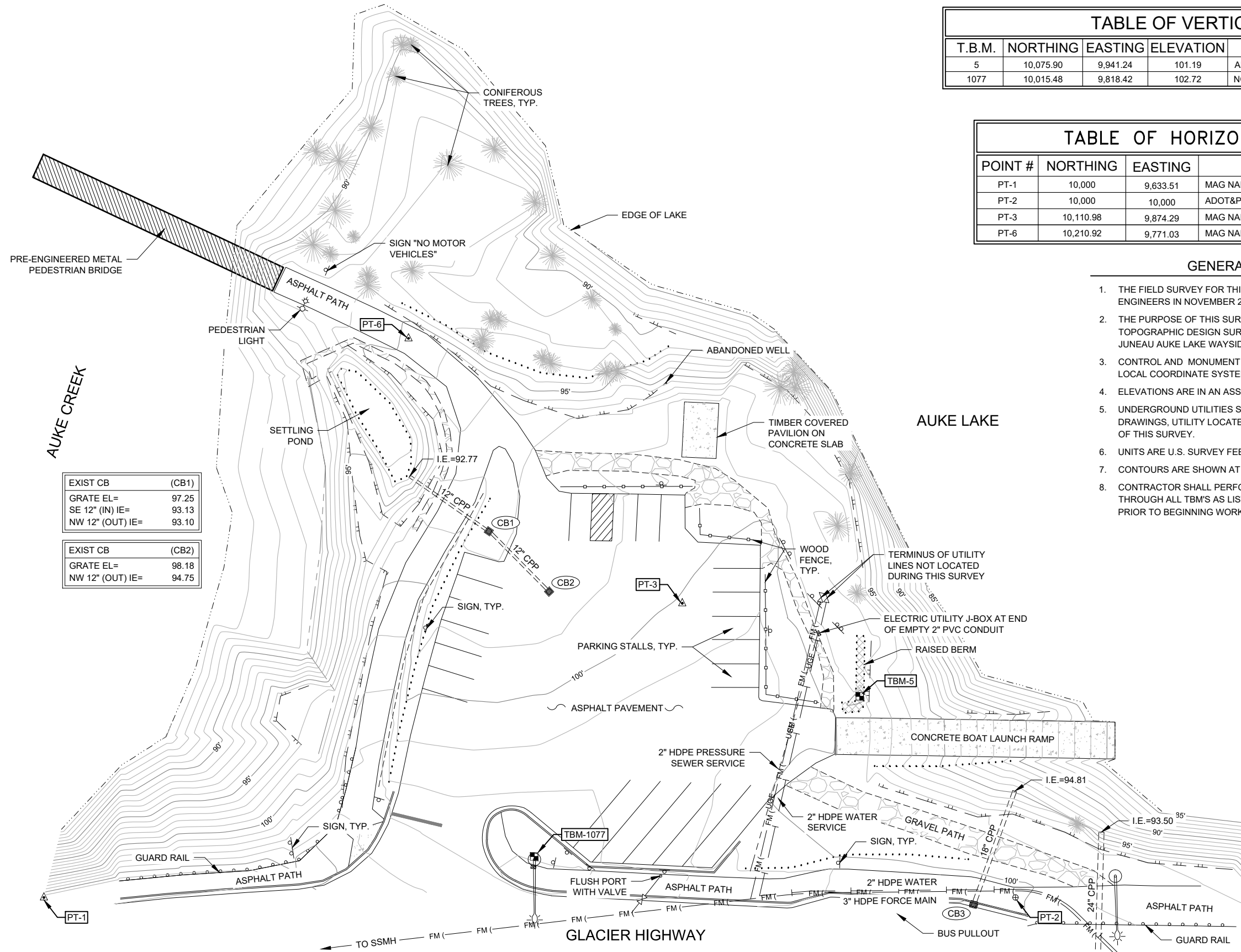
T.B.M.	NORTHING	EASTING	ELEVATION	DESCRIPTION
5	10,075.90	9,941.24	101.19	ADOT&PF 2" BRASS CAP GROUTED IN ROCK
1077	10,015.48	9,818.42	102.72	NORTH LUMIN MOUNTING BOLT

TABLE OF HORIZONTAL CONTROL

POINT #	NORTHING	EASTING	DESCRIPTION
PT-1	10,000	9,633.51	MAG NAIL
PT-2	10,000	10,000	ADOT&PF REFERENCE MONUMENT IN CASE
PT-3	10,110.98	9,874.29	MAG NAIL
PT-6	10,210.92	9,771.03	MAG NAIL

GENERAL NOTES

1. THE FIELD SURVEY FOR THIS SITE WAS PERFORMED BY PDC ENGINEERS IN NOVEMBER 2019.
2. THE PURPOSE OF THIS SURVEY IS TO PROVIDE A TOPOGRAPHIC DESIGN SURVEY OF THE CITY AND BOROUGH OF JUNEAU AUKE LAKE WAYSIDE IMPROVEMENTS.
3. CONTROL AND MONUMENT COORDINATES ARE IN AN ASSUMED LOCAL COORDINATE SYSTEM.
4. ELEVATIONS ARE IN AN ASSUMED LOCAL VERTICAL DATUM.
5. UNDERGROUND UTILITIES SHOWN ARE BASED OFF OF AS-BUILT DRAWINGS. UTILITY LOCATES WERE NOT PERFORMED AS PART OF THIS SURVEY.
6. UNITS ARE U.S. SURVEY FEET.
7. CONTOURS ARE SHOWN AT 1-FOOT INTERVALS.
8. CONTRACTOR SHALL PERFORM A CLOSED LEVEL LOOP THROUGH ALL TBM'S AS LISTED HEREIN TO VERIFY ELEVATIONS PRIOR TO BEGINNING WORK.



EXIST CB	(CB1)
GRATE EL=	97.25
SE 12" (IN) IE=	93.13
NW 12" (OUT) IE=	93.10

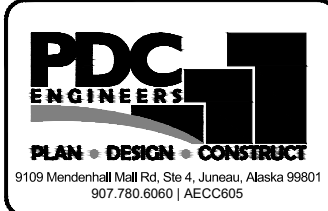
EXIST CB	(CB2)
GRATE EL=	98.18
NW 12" (OUT) IE=	94.75

EXIST CB	(CB3)
GRATE EL=	99.80
NE 18" (OUT) IE=	96.06

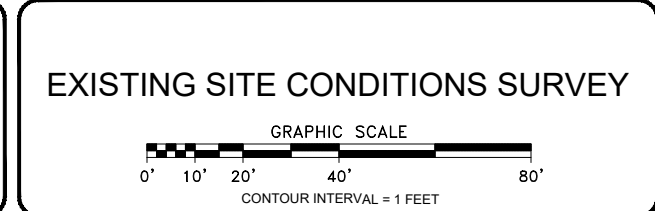
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CHECK	JMP
APPROVED	JMP

No.	DATE	REVISION

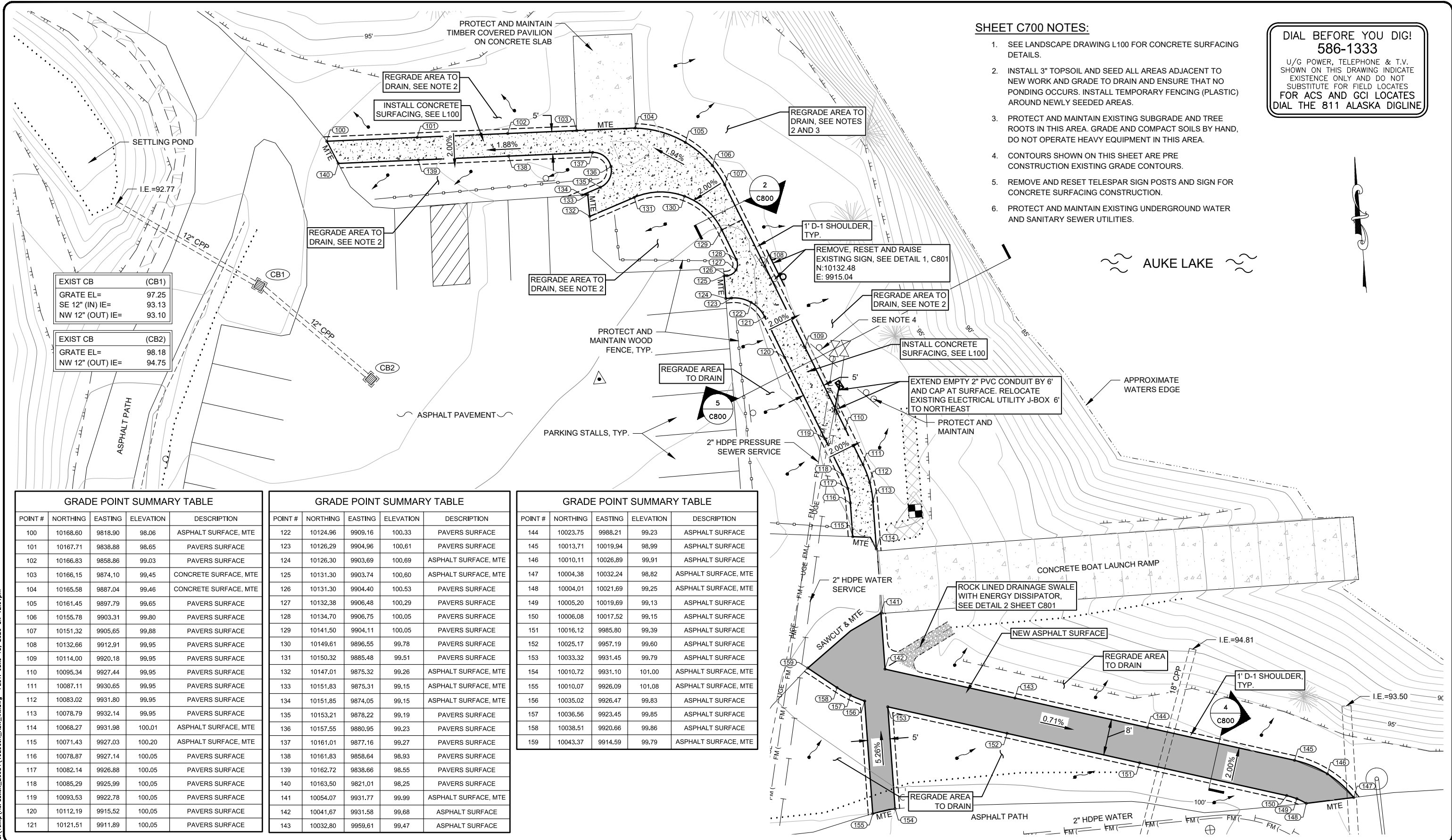


**CHICKEN YARD PARK AND AUKE LAKE WAYSIDE IMPROVEMENTS**  
 CBJ CONTRACT No. BE20-191  
 CITY & BOROUGH OF JUNEAU, ALASKA



DATE: JUNE 12, 2020  
 PDC No. 19290JN  
 SHEET **C600**





**SHEET C700 NOTES:**

1. SEE LANDSCAPE DRAWING L100 FOR CONCRETE SURFACING DETAILS.
2. INSTALL 3" TOPSOIL AND SEED ALL AREAS ADJACENT TO NEW WORK AND GRADE TO DRAIN AND ENSURE THAT NO PONDING OCCURS. INSTALL TEMPORARY FENCING (PLASTIC) AROUND NEWLY SEEDED AREAS.
3. PROTECT AND MAINTAIN EXISTING SUBGRADE AND TREE ROOTS IN THIS AREA. GRADE AND COMPACT SOILS BY HAND, DO NOT OPERATE HEAVY EQUIPMENT IN THIS AREA.
4. CONTOURS SHOWN ON THIS SHEET ARE PRE CONSTRUCTION EXISTING GRADE CONTOURS.
5. REMOVE AND RESET TELESPEAR SIGN POSTS AND SIGN FOR CONCRETE SURFACING CONSTRUCTION.
6. PROTECT AND MAINTAIN EXISTING UNDERGROUND WATER AND SANITARY SEWER UTILITIES.

**DIAL BEFORE YOU DIG!  
586-1333**  
U/G POWER, TELEPHONE & T.V. SHOWN ON THIS DRAWING INDICATE EXISTENCE ONLY AND DO NOT SUBSTITUTE FOR FIELD LOCATES FOR ACS AND GCI LOCATES DIAL THE 811 ALASKA DIGLINE

EXIST CB	(CB1)
GRATE EL=	97.25
SE 12" (IN) IE=	93.13
NW 12" (OUT) IE=	93.10

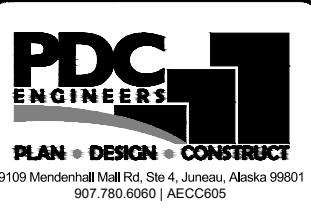
EXIST CB	(CB2)
GRATE EL=	98.18
NW 12" (OUT) IE=	94.75

GRADE POINT SUMMARY TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	10168.60	9818.90	98.06	ASPHALT SURFACE, MTE
101	10167.71	9838.88	98.65	PAVERS SURFACE
102	10166.83	9858.86	99.03	PAVERS SURFACE
103	10166.15	9874.10	99.45	CONCRETE SURFACE, MTE
104	10165.58	9887.04	99.46	CONCRETE SURFACE, MTE
105	10161.45	9897.79	99.65	PAVERS SURFACE
106	10155.78	9903.31	99.80	PAVERS SURFACE
107	10151.32	9905.65	99.88	PAVERS SURFACE
108	10132.66	9912.91	99.95	PAVERS SURFACE
109	10114.00	9920.18	99.95	PAVERS SURFACE
110	10095.34	9927.44	99.95	PAVERS SURFACE
111	10087.11	9930.65	99.95	PAVERS SURFACE
112	10083.02	9931.80	99.95	PAVERS SURFACE
113	10078.79	9932.14	99.95	PAVERS SURFACE
114	10068.27	9931.98	100.01	ASPHALT SURFACE, MTE
115	10071.43	9927.03	100.20	ASPHALT SURFACE, MTE
116	10078.87	9927.14	100.05	PAVERS SURFACE
117	10082.14	9926.88	100.05	PAVERS SURFACE
118	10085.29	9925.99	100.05	PAVERS SURFACE
119	10093.53	9922.78	100.05	PAVERS SURFACE
120	10112.19	9915.52	100.05	PAVERS SURFACE
121	10121.51	9911.89	100.05	PAVERS SURFACE

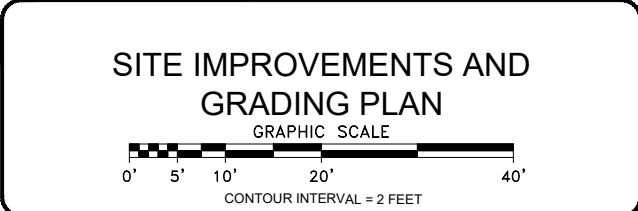
GRADE POINT SUMMARY TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
122	10124.96	9909.16	100.33	PAVERS SURFACE
123	10126.29	9904.96	100.61	PAVERS SURFACE
124	10126.30	9903.69	100.69	ASPHALT SURFACE, MTE
125	10131.30	9903.74	100.60	ASPHALT SURFACE, MTE
126	10131.30	9904.40	100.53	PAVERS SURFACE
127	10132.38	9906.48	100.29	PAVERS SURFACE
128	10134.70	9906.75	100.05	PAVERS SURFACE
129	10141.50	9904.11	100.05	PAVERS SURFACE
130	10149.61	9896.55	99.78	PAVERS SURFACE
131	10150.32	9885.48	99.51	PAVERS SURFACE
132	10147.01	9875.32	99.26	ASPHALT SURFACE, MTE
133	10151.83	9875.31	99.15	ASPHALT SURFACE, MTE
134	10151.85	9874.05	99.15	ASPHALT SURFACE, MTE
135	10153.21	9878.22	99.19	PAVERS SURFACE
136	10157.55	9880.95	99.23	PAVERS SURFACE
137	10161.01	9877.16	99.27	PAVERS SURFACE
138	10161.83	9858.64	98.93	PAVERS SURFACE
139	10162.72	9838.66	98.55	PAVERS SURFACE
140	10163.50	9821.01	98.25	PAVERS SURFACE
141	10054.07	9931.77	99.99	ASPHALT SURFACE, MTE
142	10041.67	9931.58	99.68	ASPHALT SURFACE
143	10032.80	9959.61	99.47	ASPHALT SURFACE

GRADE POINT SUMMARY TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
144	10023.75	9988.21	99.23	ASPHALT SURFACE
145	10013.71	10019.94	98.99	ASPHALT SURFACE
146	10010.11	10026.89	99.91	ASPHALT SURFACE
147	10004.38	10032.24	98.82	ASPHALT SURFACE, MTE
148	10004.01	10021.69	99.25	ASPHALT SURFACE, MTE
149	10005.20	10019.69	99.13	ASPHALT SURFACE
150	10006.08	10017.52	99.15	ASPHALT SURFACE
151	10016.12	9985.80	99.39	ASPHALT SURFACE
152	10025.17	9957.19	99.60	ASPHALT SURFACE
153	10033.32	9931.45	99.79	ASPHALT SURFACE
154	10010.72	9931.10	101.00	ASPHALT SURFACE, MTE
155	10010.07	9926.09	101.08	ASPHALT SURFACE, MTE
156	10035.02	9926.47	99.83	ASPHALT SURFACE
157	10036.56	9923.45	99.85	ASPHALT SURFACE
158	10038.51	9920.66	99.86	ASPHALT SURFACE
159	10043.37	9914.59	99.79	ASPHALT SURFACE, MTE

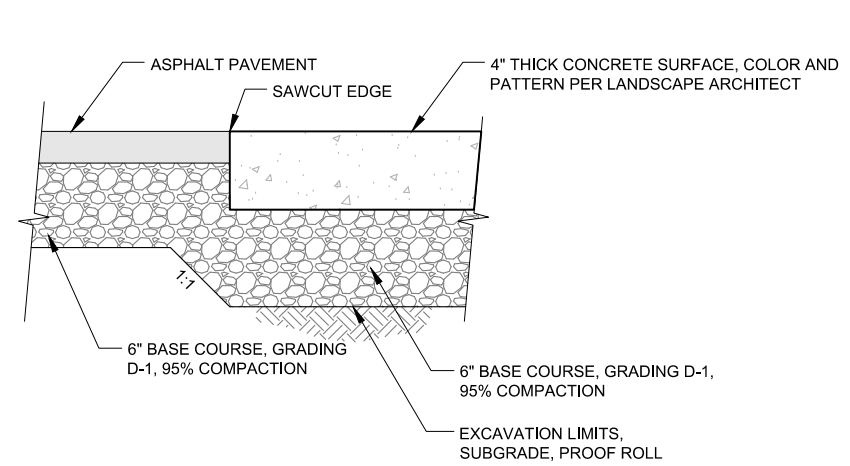
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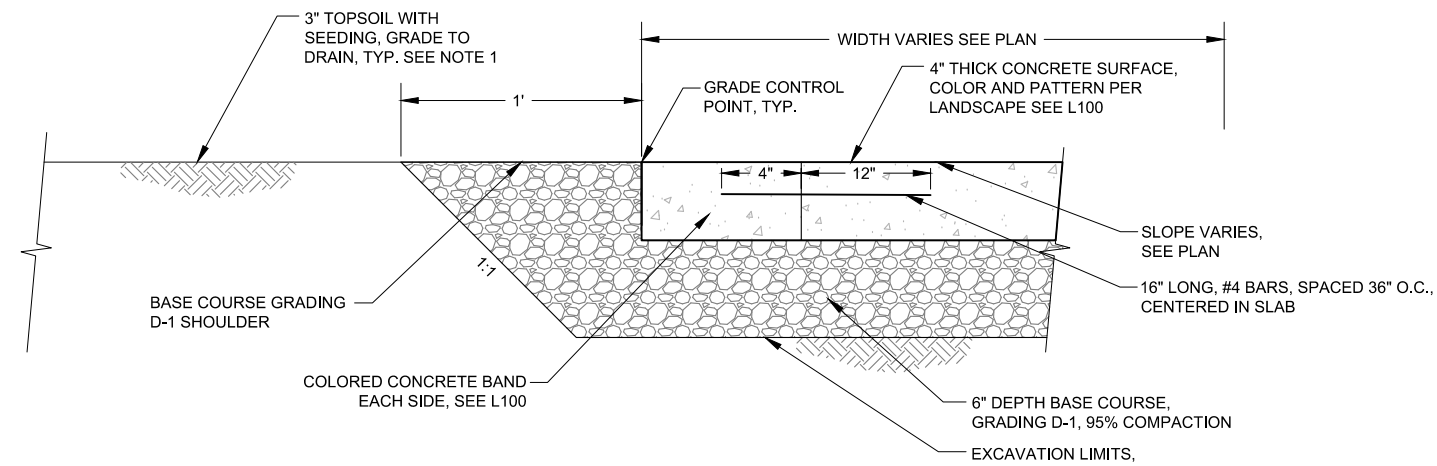
**CHICKEN YARD PARK AND AUKE LAKE WAYSIDE IMPROVEMENTS**  
 CBJ CONTRACT No. BE20-191  
 CITY & BOROUGH OF JUNEAU, ALASKA



DATE: JUNE 12, 2020  
 PDC No. 19290JN  
 SHEET **C700**

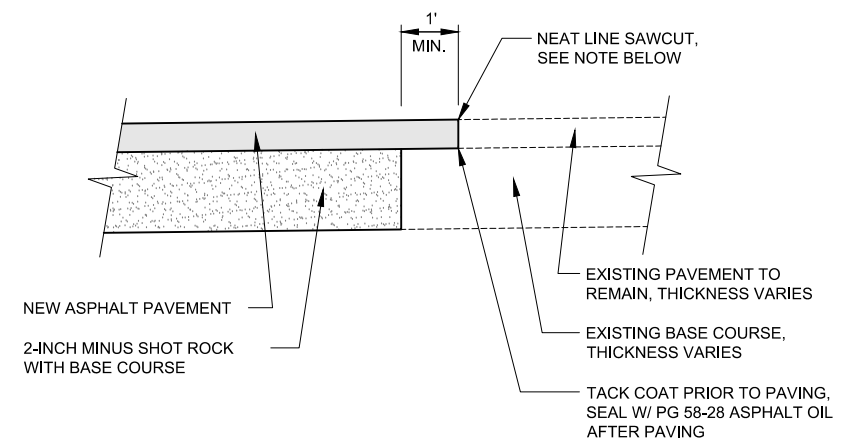


1 CONCRETE TO ASPHALT PAVEMENT TYPICAL SECTION  
N.T.S.



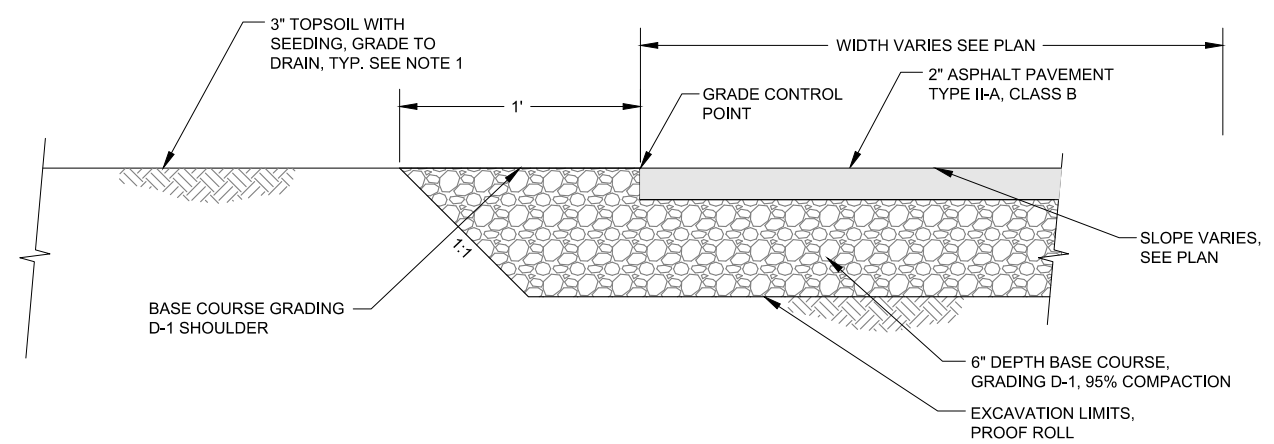
2 CONCRETE PATH TYPICAL DETAIL  
N.T.S.

**NOTE:**  
1. USEABLE EXCAVATION TO BE USED FOR GRADING OUTSIDE OF THE D-1 PATH SHOULDER, SEE SHEET C700 FOR DRAINAGE FLOW DIRECTION, FINAL SURFACE TO BE SMOOTH AND FREE OF PONDING WATER.

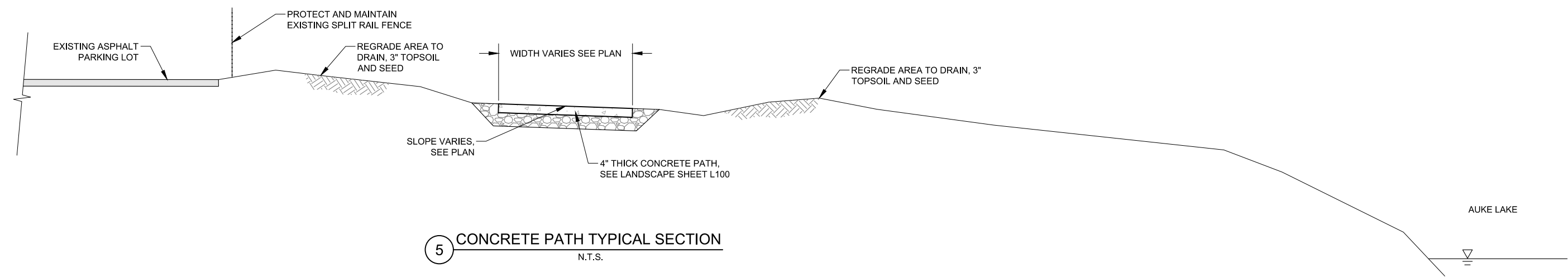


3 PAVEMENT MATCH JOINT DETAIL  
N.T.S.

**NOTE:**  
SAWCUT OF EXISTING PAVEMENT SHALL NOT BE MADE UNTIL 24 HOURS PRIOR TO FINAL PAVING.



4 ASPHALT PATH TYPICAL DETAIL  
N.T.S.

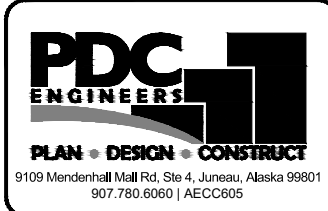


5 CONCRETE PATH TYPICAL SECTION  
N.T.S.

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CHECK	JMP
APPROVED	JMP

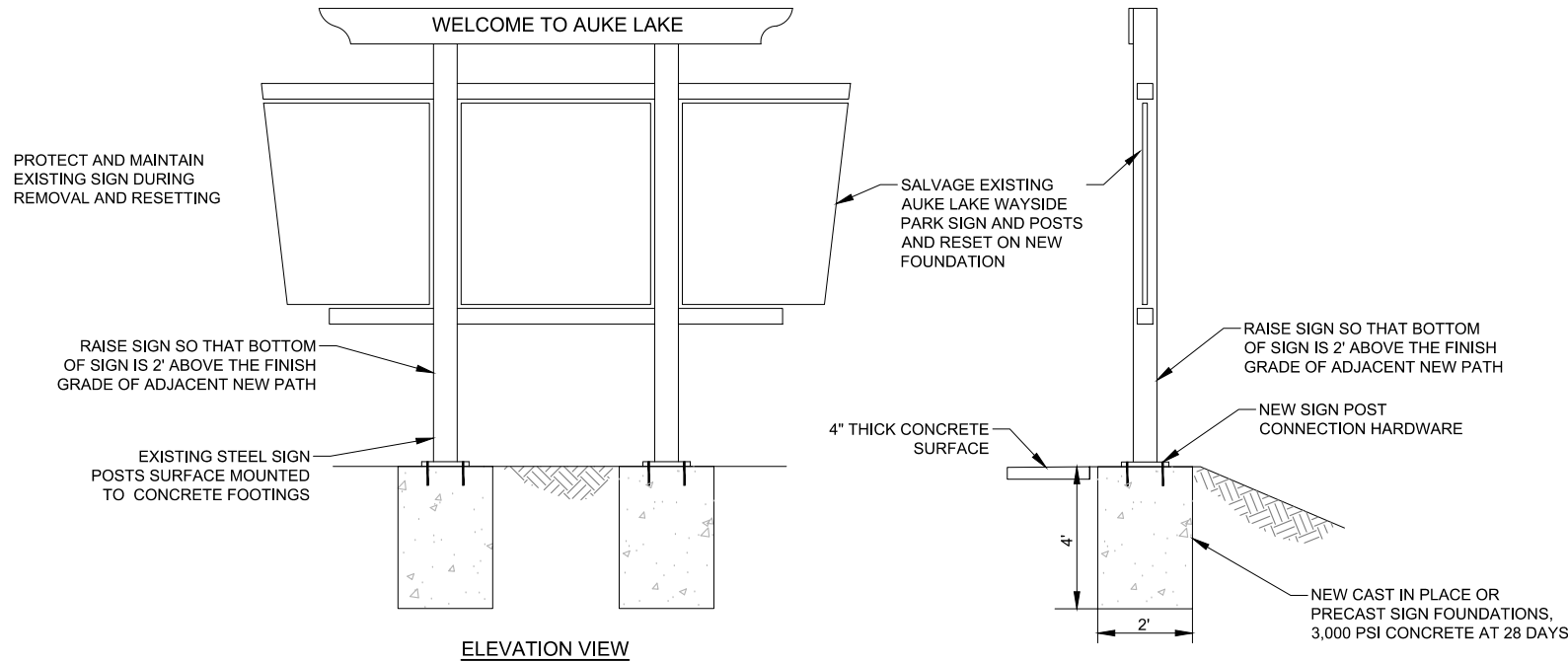
No.	DATE	REVISION



**CHICKEN YARD PARK AND AUKE LAKE WAYSIDE IMPROVEMENTS**  
CBJ CONTRACT No. BE20-191  
CITY & BOROUGH OF JUNEAU, ALASKA

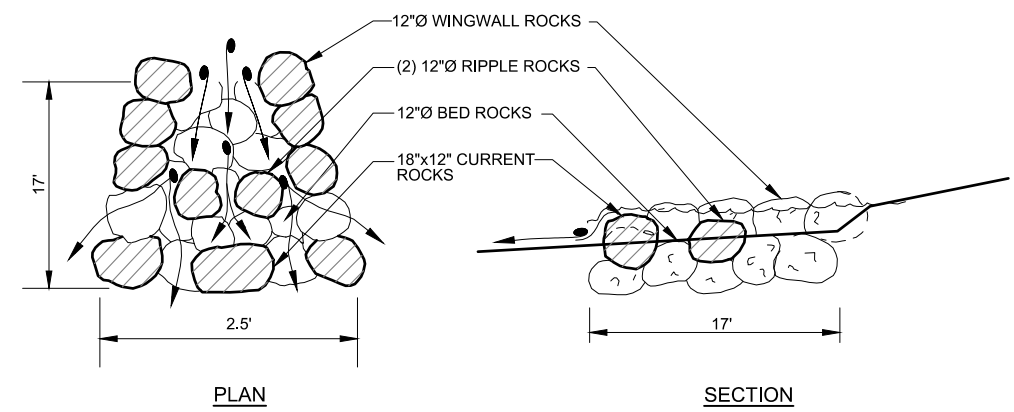
**CONSTRUCTION DETAILS**

DATE: JUNE 12, 2020  
PDC No. 19290JN  
SHEET **C800**



**NOTE:**  
 EXISTING SIGN SURFACE MOUNTED TO 2' DIAMETER SONOTUBE CONCRETE FOUNDATIONS. SIGN TO BE REMOVED RELOCATED AND REMOUNTED TO NEW CONCRETE SONOTUBE FOUNDATIONS SO THAT TOP OF FOUNDATION IS AT SAME ELEVATION AS NEW CONCRETE PATH. CONTRACTOR SHALL COORDINATE FINAL LOCATION OF EXISTING SIGN RELOCATION WITH OWNER.

1 REMOVE AND RESET EXISTING SIGN  
 N.T.S.

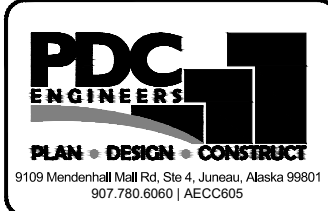


2 ROCK ENERGY DISSIPATOR  
 N.T.S.

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DRAWN	ECR
CHECK	JMP
APPROVED	JMP

No.	DATE	REVISION



CHICKEN YARD PARK AND  
 AUKE LAKE WAYSIDE  
 IMPROVEMENTS  
 CBJ CONTRACT No. BE20-191  
 CITY & BOROUGH OF JUNEAU, ALASKA

CONSTRUCTION DETAILS

DATE: JUNE 12, 2020  
 PDC No. 19290JN  
 SHEET  
**C801**