

JNU FIRE ALARM UPGRADE

Contract No. BE21-159

File No. 2115



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END OF SECTION 00 0005

SECTION 00 0300 - NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

**JNU Fire Alarm Upgrade
CBJ Contract No. BE21-159**

The Contract Documents may be downloaded from the CBJ Engineering Department webpage at: www.juneau.org/engineering-public-works.

PRE-BID CONFERENCE. Prospective Bidders are encouraged to attend a Pre-Bid conference of the proposed Work, which will be conducted by the Owner at 10:00 a.m. on February 23, 2021, via conference call **ONLY**. The purpose of the conference is to acquaint Bidders with the project and bid documents. Prospective Bidders intending to participate shall notify caleb.comas@juneau.org by 4:30 p.m., February 22, 2021, to obtain the call-in instructions.

SITE VISIT. Prospective Bidders are encouraged to attend a site visit, which will be held 30 minutes after completion of the pre-bid meeting February 23, 2021. Prospective Bidders can park in the Short Term parking lot and bring their parking stub to the meeting location to be validated. The site visit meeting location is the first floor main entry lobby. Attendees will be required to follow all Covid-19 protocols during the site visit.

DESCRIPTION OF WORK. This Project will consist of replacing electrical luminaires mounted on the JNU Terminal Building roof parapet and the JNU Maintenance Facility, and related electrical work.

COMPLETION OF WORK.

<u>Work Description</u>	<u>Completion Date</u>
Substantial Completion	Within 140 days from Notice to Proceed
Final Completion	Within 30 days of Substantial Completion

DEADLINE FOR BIDDER QUESTIONS: 4:30 p.m. on March 2, 2021.

DEADLINE FOR BIDS: Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on March 9, 2021**, 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, unless otherwise specified. Bidders may attend the bid opening on the conference call line 907-713-2140, with participant ID code 258358.

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

PHYSICAL LOCATION:

City and Borough of Juneau, Purchasing Division
105 Municipal Way, Room 300
Juneau, AK 99801

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

MAILING ADDRESS:

City and Borough of Juneau, Purchasing Division
155 South Seward Street
Juneau, AK 99801

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Please affix the label below to outer envelope in the lower left hand corner.

IMPORTANT NOTICE TO BIDDER		
To submit your Bid:		
1. Print your company name and address on the upper left corner of your envelope.		
2. Complete this label and place it on the lower left corner of your envelope.		
S E A L E D	BID NUMBER:	B I D
	<u>BE21-159</u>	
	SUBJECT:	
	<u>JNU Fire Alarm Upgrade</u>	
	DEADLINE DATE:	
	<u>PRIOR TO 2:00PM ALASKA</u>	
	<u>TIME</u>	

Mailing/delivery times to Alaska may take longer than other areas of the U.S. Late bids will not be accepted and will be returned.

SITE OF WORK. The Work will occur at the Juneau Airport terminal building at 1873 Shell Simmons Drive, in Juneau, Alaska. The site is within the secure boundary of the airport. Close coordination with Owner is required throughout the Work.

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

Greg Smith, Contract Administrator
CBJ Engineering Department, 3rd Floor, Marine View Center
greg.smith@juneau.org
Telephone: (907) 586-0873
Fax: (907) 586-4530

DBE GOAL. The Disadvantaged Business Enterprise goal for this project is 4.22%.

BID SECURITY. Each Bid shall be accompanied by a certified or cashier's check or Bid Bond, in the amount of 5% percent of the Bid, payable to the City and Borough of Juneau, Alaska, as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it.

CONTRACTOR'S LICENSE. All contractors are required to have a current Alaska Contractor's License, prior to submitting a Bid, and a current Alaska Business License prior to award. Since this Project has federal funding, however, the Contractor and all Subcontractors will be required to have a current Alaska Contractor's License and a current Alaska Business License prior to Notice of Intent to Award.

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

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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, CBJ Contract Administrator

February 11, 2021
Date

END OF SECTION 00 0300

SECTION 00 2113 - INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS. Terms used in these Instructions to Bidders and the Notice Inviting Bids have the meanings assigned to them in the General Conditions, 00 7000. 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 emailed or posted to the CBJ Engineering Department website. In any event, notification of addendum issuance will be emailed to plan holders. The Owner will make all reasonable attempts to ensure that all plan holders 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. Failure to submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening, as described in 00 4310.
- B. Evidence of bid rigging or collusion;
- C. Fraud or dishonesty in the performance of previous contracts;
- D. Record of integrity;
- E. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- F. Unsatisfactory performance on previous or current contracts;
- G. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;

SECTION 00 2113 - INSTRUCTIONS TO BIDDERS

- H. Uncompleted work that, in the judgment of the Owner, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- I. Failure to reimburse the Owner for monies owed on any previous contracts;
- J. Default under previous contracts;
- K. 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;
- L. 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;
- M. Lack of skill, ability, financial resources, or equipment required to perform the contract;
- N. Lack of legal capacity to contract.
- O. Bidders must be registered as required by law and in good standing for all amounts owed to the Owner per Paragraph 19.0 of this Section.
- P. Failure to submit a complete Subcontractor Report as required in section 00 5100 – Subcontractor Report.

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 that 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 Unit Price pay item listed, except in the

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case of 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 Paragraph 13.0 of this section.
- J. If all Bidding Forms are not submitted at time of Bid.

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. This includes, but is not limited to :
 - 1. Visiting the site to become familiar with and to satisfy the Bidder as to the local and specific conditions that may affect cost, progress, or performance of the Work,
 - 2. Considering federal, state and local laws and regulations that may affect cost, progress, or performance of the Work,
 - 3. Studying and carefully correlating the Bidder's observations with the Contract Documents, and other related data; and
 - 4. Notifying the Owner of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.
- B. To make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data that pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise that may affect cost, progress, or performance of the Work and that 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.
- C. To request access to the project site (other than times noted in the Notice Inviting Bids) for purposes of obtaining additional information as described above at least ten days in advance of the advertised deadline for bids. The Owner will provide access and security escort to the Bidder, who shall pay for all costs associated with such escort. The Bidder's investigations shall be limited to actions that do not require permits or authorizations from the Federal Aviation Administration or similar agencies.

The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the contract documents. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, "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

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detail to indicate and convey understanding of all terms and conditions for performance of the Work.

7.0 BIDDING FORMS

- A. The Bid (00 4113), Bid Schedule (00 4114), Bid Security (00 4313), and other documents required at the time of bid submission shall be made on forms provided, or on legible and complete copies thereof. The specific forms and documents required for bidding this project are described in the bidding checklist (00 4100), and included in Bid Form (00 4113).
- B. All blanks on the Bid (00 4113), Bid Schedule (00 4114), Bid Security (00 4313), and other documents required at the time of bid submission must be signed in ink with all names legibly printed or typed below the signature.
- 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 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.
- F. The address to which communications regarding the bid are to be directed must be shown.

8.0 SUBSTITUTE OR "OR-EQUAL" ITEMS. Requests for substitution or consideration of "or equal" items is not allowed during the bid period. The procedure for the submittal of substitute or "or-equal" products during execution of the Work is specified in Section 01 2500.

9.0 SUBMISSION OF BIDS. The bid shall be delivered by the time and to the place stipulated in Section 00 0300 - 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 00 0300 – Notice Inviting Bids. The bid security shall be enclosed in the same envelope with the bid.

10.0 BID SECURITY, BONDS, AND INSURANCE. Each bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond (00 4313) 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 bid items, if any, that total 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

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Bid Bond form bound herein, or one conforming substantially to it in form. Bid Bonds must be accompanied by a legible Power of Attorney.

11.0 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.

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

13.0 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 (00 4115)** 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 provisos 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

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changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

14.0 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.

15.0 AWARD OF CONTRACT.

- A. Award of a contract, if it is awarded, 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.
- C. Low Bidder will be determined on the basis of the lowest total of the Base Bid plus combinations of Additive Alternates (when used) in order of priority as listed on the Bid and within the limits of available funding.

16.0 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 supplied in these contract documents, collect insurance, and shall furnish all certificates and bonds required by the Contract Documents within 10 calendar days 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.

17.0 LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.

SECTION 00 2113 - INSTRUCTIONS TO BIDDERS

18.0 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 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.

19.0 **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. **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.

20.0 **FEDERAL CONTRACT PROVISIONS.** Bidders shall comply with all applicable federal procurement and contract provisions including requirements in the Supplementary General Conditions and the following:

- A. **BUY AMERICAN PREFERENCES.** The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A Bidder must complete and submit the Buy American certification included in Section 00 4410 with its bid. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance. Additionally, if the apparent low bidder requests a Type 3 Waiver to Buy American Compliance, the applicable documentation must be received in accordance with Section 00 4410. Failure to submit such completed information will result in rejection as a nonresponsive bid.

- B. **CIVIL RIGHTS, TITLE VI NOTICE.** The Juneau International Airport of the City and Borough of Juneau, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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- C. DISADVANTAGED BUSINESS ENTERPRISES (DBE).** The Owner's award of this contract is conditioned upon Bidder satisfying the good faith effort requirements of 49 CFR §26.53. As a condition of bid responsiveness, the Bidder must submit the following information on the forms provided in Section 00 5420:
1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
 2. A description of the work that each DBE firm will perform;
 3. The dollar amount of the participation of each DBE firm listed under (1.)
 4. Written statement from Bidder that attests their commitment to use the DBE firm(s) listed under (1.) to meet the Owner's project goal;
 5. If Bidder cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder as described in Section 00 5420 and 49 CFR Part 26.

The successful Bidder must provide written confirmation of participation from each of the DBE firms the Bidder lists in their commitment. This Bidder must submit the DBE's written confirmation of participation (Section 00 5420).

- D. TRADE RESTRICTION CERTIFICATION.** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -
- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
 - b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
 - c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

SECTION 00 2113 - INSTRUCTIONS TO BIDDERS

- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

E. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade: 15.1%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of

SECTION 00 2113 - INSTRUCTIONS TO BIDDERS

any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is the state of Alaska.

- F. CERTIFICATION OF BIDDER REGARDING DEBARMENT.** By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

- G. CERTIFICATION REGARDING LOBBYING.** The Bidder certifies by signing and submitting this bid, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

SECTION 00 2113 - INSTRUCTIONS TO BIDDERS

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

END OF SECTION 00 2113

SECTION 00 4113 - 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 00 500 - Agreement) to perform the Work as specified or indicated in said Contract Documents entitled

**JNU Fire Alarm Upgrade
Contract No. BE21-159**

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.

**JNU FIRE ALARM UPGRADE
Contract BE21-159**

**BID
00 4113-1**

SECTION 00 4113 - BID

8. 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 00 4113 (includes addenda receipt statement)
- ☐ Completed Bid Schedule, Section 00 4114
- ☐ Bid Security (Bid Bond, Section 00 4313, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00 0300)
- ☐ Contractor's Financial Responsibility (00 4310)
- ☐ Buy American Certificate (00 4410)
- ☐ Complete DBE Bidder's Registration Form for Contractor (00 5420 – pg. 3)
- ☐ By submitting bid, Bidder confirms it has reviewed applicable federal regulations (49CFR Part 26).

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

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: _____	_____
Email: _____	(City, State, Zip)

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 (00 5100);
 - Complete DBE Bidder's Registration Form for Subcontractors and others, Section 00 5420 – pg. 3
 - Complete Utilization Report for each DBE, Section 00 5420, if DBE goals are not achieved, the Contact Reports and Summary of Good Faith Efforts are required (forms in Section 00 5420);
 - Completed documentation for Type 3 Waiver to Buy American requirements, if a waiver is being requested by the Contractor (00 4410).
 - Certification of Bidder regarding Tax Delinquency and Felony Convictions (00 4311).

The apparent low Bidder who fails to submit a completed Subcontractor Report (00 5100) or complete documentation for Buy American Type 3 Waiver (00 4410) within the time specified above will be found to be not a responsible Bidder and may be required to forfeit the Bid security. The Owner will then consider the next lowest Bidder for award of the contract.

SECTION 00 4113 - BID

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 00 5200
- Performance Bond, Section 00 5300
- Payment Bond, Section 00 5400
- Certificates of Insurance, (Contractor) Section 00 7000 and Section 00 8000
- Vets4212 Federal Contractor Report, Section 00 5430
- EEO - 1 Certification, Section 00 5500
- EEO Estimated Employment Profile, Section 00 5500
- EEO Notice to Labor Unions, Minority/Women Organizations, Section 00 5500
- EEO Signature Page, Section 00 5500 page 10

END OF SECTION 00 4113

SECTION 00 4114 - BID SCHEDULE

Bid Schedule for construction of **BE21-159, named JNU Fire Alarm Upgrade**, in accordance with the Contract Documents.

BID - Furnish all labor, equipment and materials to perform all Work as described in these Contract Documents.

TOTAL BID

\$ _____
(Price in Figures)

Date: _____

Bidder: _____
(Company Name)

END OF SECTION 00 4114

SECTION 00 4115 - BID MODIFICATION

BID MODIFICATION FORM

SUBMIT TO: CITY AND BOROUGH OF JUNEAU
PURCHASING DIVISION
FAX 907-586-4561

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.

PAY ITEM NO.	PAY ITEM DESCRIPTION	MODIFICATION TO LUMP SUM (indicate +/-)

Total Increase or Decrease: \$ _____

Name of Bidder

Responsible Party Signature

Printed Name (must be an authorized signatory for Bidder)

SECTION 00 4310 - CONTRACTOR'S FINANCIAL RESPONSIBILITY

All Bidders must complete this form and submit at the time of the deadline for bids. Attach additional sheets as necessary to respond to questions.

PROJECT: JNU Fire Alarm Upgrade; Contract BE21-159

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:

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

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:

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.

6. Per Alaska Statute 36.90.210, on previously awarded public contracts (including contracts still in progress), have you ever failed to pay a subcontractor or material supplier 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 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:

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:

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

☐ Yes ☐ No If NO, please explain:

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

Contractor

Name and Title of Person Signing

Signature

Date

SECTION 00 4311 – TAX DELINQUENCY AND FELONY CONVICTIONS CERTIFICATION

CITY AND BOROUGH OF JUNEAU

CERTIFICATION of BIDDER REGARDING TAX DELINQUENCY and FELONY CONVICTIONS US DOT Federal-Aid Contracts

JNU FIRE ALARM UPGRADE BE21-159

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by marking (x) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

TERM DEFINITIONS

Felony Convictions: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. §3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

CERTIFICATIONS (Please check appropriate boxes.)

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal Tax Liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

NOTE

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Signature of Authorized Company Representative

Title

Company Name

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

()

Date

Phone Number

**JNU FIRE ALARM UPGRADE
CBJ Contract No. BE21-159**

**TAX DELINQUENCY & FELONY
CONVICTION CERTIFICATION
Page 00 4311-1**

SECTION 00 4313 - 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

JNU FIRE ALARM UPGRADE

Contract No. BE21-159

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)

By: _____
(Signature)

(SEAL) _____
(Surety)

By: _____
(Signature)

END OF SECTION 00 4313

SECTION 00 4410 - BUY AMERICAN CERTIFICATION

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their proposal. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive.

Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder hereby certifies that it will comply with 49 USC. 50101 by:
- Only installing steel and manufactured products produced in the United States; or
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ Bidder hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:
- To submit to the Owner within 5 calendar days of the bid posting, a formal waiver request and all required documentation that supports the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the bid.
 - To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - To furnish US domestic product for any waiver request that the FAA rejects.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

REQUIRED DOCUMENTATION

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. For this project, the term “facility” includes Work associated with new construction, including but not limited to a new structural wall to support the adjacent building. The required documentation for a type 3 waiver is:

- Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

SECTION 00 4410 - BUY AMERICAN CERTIFICATION

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.
- d) FAA Final Assembly Questionnaire form (page 3 of this section).

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

SECTION 00 4410 - BUY AMERICAN CERTIFICATION

Buy American Preferences - Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 U.S.C. 50101(b)(3)(A).

1. Provide a description of the assembly process occurring at the specified final location in the United States.

Describe the final assembly process and its various operations.

How long does the final assembly process take to complete?

2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.

How many employees are involved in the final assembly process and what is the general skill level of those employees?

What type of equipment is used during the final assembly process?

What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

SECTION 00 5100 - 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>	¹ AK Contractor <u>License No.</u>	¹ <u>Contact Name</u>	<u>Type of</u>	<u>Contract</u>	✓ if
<u>ADDRESS</u>	² AK Business <u>License No.</u>	² <u>Phone No.</u>	<u>Work</u>	<u>Amount</u>	<u>DBE</u>
1. _____ _____ _____	¹ _____ ² _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
2. _____ _____ _____	¹ _____ ² _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
3. _____ _____ _____	¹ _____ ² _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>
4. _____ _____ _____	¹ _____ ² _____	_____ _____	_____ _____	\$ _____	<input type="checkbox"/>

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

Contractor, Authorized Signature

Contractor, Printed Name

Company

SECTION 005100 - 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 19.0 of Section 00 2113 – 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 00 5100

SECTION 00 5200 - 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 Owner's Contract Documents **Contract BE21-159, JNU FIRE ALARM UPGRADE.**

The Work is generally described as follows: Replace and add luminaires on JNU terminal parapet and on JNU Maintenance facility, and associated electrical work as described in the contract documents.

The Work to be paid under this contract shall include the following: Total Bid as shown in Section 00 4114 - Bid Schedule.

ARTICLE 2. CONTRACT COMPLETION TIME.

Substantial completion must be achieved within 140 days (20 weeks) from the date of receipt of CBJ's Notice of Award / Notice-to-Proceed. Final completion shall be 30 days following Substantial Completion.

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, plus any extensions thereof allowed in accordance with Article 8 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 **\$700** for each Day that expires after the date of Substantial Completion 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.

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 BE21-159, JNU Fire Alarm Upgrade,** those Lump Sum amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

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

SECTION 00 5200 - AGREEMENT

ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 9 of the General Conditions. Applications for Payment will be processed by the Owner's Representative as provided in the General Conditions.

Progress payments will be paid in accordance with Article 9 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 withheld in accordance with the General Conditions and applicable Alaska State Statutes until final 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 00 5200-1 to 00 5200-6, inclusive) and the following sections of the Contract Documents:

- Table of Contents (pages 00 0005-1 to 00 0005-2, inclusive).
- Notice Inviting Bids (pages 00 0300-1 to 00 0300-3, inclusive).
- Instructions to Bidders (pages 00 2113-1 to 00 2113-11, inclusive).
- Bid (pages 00 4113-1 to 00 4113-3, inclusive).
- Bid Schedule (pages 00 4114-1, inclusive).
- Bid Modification (pages 00 4115-1, inclusive).
- Contractor's Financial Responsibility (pages 00 4310-1 to 00 4310-3, inclusive).
- Bid Bond (page 00 4313-1, inclusive) or Bid Security.
- Buy American (pages 00 4401-1 to 00 4401-3, inclusive).
- Subcontractor Report (pages 00 5100-1 to 00 5100-2, inclusive).
- Insurance Certificate(s).
- Performance Bond (pages 00 5300-1 to 00 5300-2, inclusive).
- Payment Bond (pages 00 5400-1 to 00 5400-2, inclusive).
- Veteran's Participation – Vets 4212 Form (pages 00 5430-1 to 00 5430-5, inclusive).
- DBE Documents (Sections 00 5420-1 to 00 5420-8, inclusive).
- Federal EEO Bid Conditions (pages 00 5500-1 to 00 5500-11, inclusive).
- Federal Labor Standards, Reporting, and Prevailing Wage Rate Determination (page 00 5600-1, Appendix A, and Appendix B, inclusive).
- Employment Security Tax Clearance Form (page 00 6100-1, inclusive).
- Compliance Certificate and Release Form (pages 00 6200-1, to 00 6200-4, inclusive).
- General Conditions (pages 00 7000-1 to 00 7000-45, inclusive).
- Supplementary General Conditions (pages 00 8000-1 to 00 8000-14, inclusive).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of eleven (11) 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 00 5200 - 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:

City and Borough of Juneau

(Signature) (Date)

By: Patricia K. Wahto, JNU Airport Manager
(Printed Name)

(Signature) (Date)

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

Owner's address for giving notices:

155 South Seward Street

Juneau, Alaska 99801

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

CONTRACTOR:

(Company Name)

(Signature) (Date)

By: _____
(Printed Name, Authority or Title)

Contractor's address for giving notices:

(Telephone) (Fax)

(E-mail address)

Contractor License No. _____

SECTION 00 5200 - 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 00 5200 - 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 00 5200 - 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 00 5200

SECTION 00 5300 - 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:

**JNU Fire Alarm Upgrade
Contract BE21-159**

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 00 5300 - PERFORMANCE BOND

**JNU Fire Alarm Upgrade
Contract No. BE21-159**

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 00 5400 - 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:

**JNU Fire Alarm Upgrade
Contract No. BE21-159**

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 00 5400 - PAYMENT BOND

**JNU Fire Alarm Upgrade
Contract No. BE21-159**

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 00 5420 - DBE PROGRAM

1. GENERAL

- A. Projects receiving federal grant funding require that Contractors comply with the Disadvantaged Business Enterprise Program (DBE) and complete and submit the forms, reports and documentation as described herein. Forms in this section include:
 - 1. Bidder Registration form (00 5420 – 3)
 - 2. DBE Utilization Report (00 5420 – 4)
 - 3. DBE Contact Report (00 5420 – 5 through 6)
 - 4. Summary of Good Faith Effort Documentation (00 5420 – 7)
 - 5. Annual Report: Summary of Progress Payments during Federal Fiscal Year (00 5420 - 8)
- B. Failure to comply with the provisions of this section is a material breach that may result in failure to award a contract, contract termination, or other remedy as CBJ deems appropriate.
- C. For assistance with DBE requirements, contact the DBE Administrator at Juneau International Airport (JNU) at (907)789-7821. The JNU administrative office is located at 1873 Shell Simmons Drive, Ste. 200, Juneau, Alaska 99801.
- D. JNU's race-neutral (aspirational) DBE Utilization Goal for this project is that at least 4.22% of the value of this contract be paid to DBEs. A DBE may act as a prime Contractor, Subcontractor, Service Provider, Material Supplier, Manufacturer, or combination of these.
- E. Subcontracting opportunities for this project include, but are not limited to: electrical, business services, and project management.

2. BIDDING REQUIREMENTS

- A. All Bidders must complete a Bidder Registration form for the Prime Contractor and submit at the time of bid with other required documents as provided in Section 00 4113.
- B. DBEs must be certified by the State of Alaska DOT&PF at the time of the bid opening to be counted toward the project's DBE goal.
- C. Prior to the scheduled pre-bid conference, each Bidder must solicit DBE participation to meet the stated DBE goal and should encourage interested DBEs to attend the pre-bid conference to learn more about the project. Each Bidder must consider DBEs even if its firm is capable of doing all the work. Bidders must meet the DBE goal or prove good faith efforts (GFEs) were taken to meet the goal. GFEs include, but are not limited to, the following:
 - 1. Advertise subcontracting opportunities in newspapers, trade publications and minority - focused media.
 - 2. Review and use the directories of certified DBEs available from the State of Alaska Department of Transportation & Public Facilities Civil Rights Office. (907) 269-0851.
 - 3. Contact specific DBEs in writing, giving enough time for effective participation.
 - 4. Break down contracts into units that allow DBE participation. This may include portions of work normally performed by your firm.
 - 5. Negotiate in good faith with DBEs for specific bids. Do not reject them as unqualified without a thorough investigation of their capabilities.
 - 6. Provide DBEs with information about the plans, specifications and contract requirements including bonding and insurance requirements.
 - 7. Provide DBEs with information about securing equipment, supplies, materials, or related assistance or services for the project.
 - 8. Attend the pre-bid conference to review DBE requirements.
- D. DBE subcontractors' bids that are more than 10 percent higher than an accepted non-DBE subcontractor's bid may be deemed non-competitive, provided they are for the exact same work or

SECTION 00 5420 - DBE PROGRAM

service. All evidence in support of a DBE's non-competitive bid determination must be provided in the Summary of GFE Documentation and DBE Contact Report. When a Bidder rejects a DBE subcontractor's bid as being non-competitive, the work must be performed by the non-DBE subcontractor whose bid was used to provide the basis of the determination in the amount stated in the DBE Utilization Report, except as modified by terms of the contract.

3. CONTRACT AWARD REQUIREMENTS

- A. The apparent low Bidder is required to submit the following completed DBE documents and submit them to the CBJ Contracts Office by 4:30 p.m. on the fifth business day following the Posting Notice date:
 - 1. Bidder Registration form for all subcontractors and service providers, and a Bidder Registration form for each material supplier or manufacturer whose contract exceeds \$50,000.
 - 2. DBE Utilization Report
 - 3. DBE Contact Report (if DBE Utilization Goal was not achieved)
 - 4. Summary of Good Faith Effort Documentation (if DBE Utilization Goal was not achieved)
- B. When a Bidder fails to meet the DBE Utilization Goal, the following criteria will be used to determine whether or not sufficient GFEs have been demonstrated to be eligible for contract award.
 - 1. The Bidder has sought out DBE participation for subcontractable components.
 - 2. All DBEs listed in the Alaska DOT/PF's current DBE Directory that indicate "Yes" under the specific Work Area (Region) were contacted and logged on a DBE Contact Report at least seven calendar days prior to bid opening. Acceptable methods of initial and follow up notification include:
 - a) By fax, with a confirmation receipt of successful transmission to the DBE's fax number listed in the DBE Directory.
 - b) By email, with confirmation of successful receipt by DBE's email address listed in the DBE Directory.
 - c) By mail to the DBE's address listed in the DBE Directory, with a return receipt requested. Delivery confirmation with evidence of successful delivery is an acceptable substitute for return receipt.
 - d) By telephone solicitation, with a record of the date and time of the telephone call made to the DBE's telephone number listed in the DBE Directory.

4. CONTRACT PERFORMANCE

- A. Once a contract is executed, a DBE subcontractor may only be replaced for failure to perform. Contractor must make a good faith effort to use another certified DBE. Contractor must get the DBE Administrator's written approval before replacement.
- B. The DBE must perform a commercially useful function. This means the DBE is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE may not subcontract out portions of its work, act as an employee of another Contractor on the project, or allow another Contractor to coordinate its employees, supplies, equipment, or business requirements without written approval from the DBE Administrator.
- C. By October 15th of each year, the Contractor shall submit to the DBE Administrator, an Annual Report that summarizes progress payments using the form provided in this section that covers the period of participation between October 1 and September 30 of the preceding federal fiscal year. In the event that the FAA or JNU revise / update this form at any time following the award of this project, the Contractor shall utilize the new form when reporting progress payments.

SECTION 00 5420 – DBE PROGRAM

CITY AND BOROUGH OF JUNEAU

BIDDER REGISTRATION

FAA-Funded Contracts - Juneau International Airport

JNU FIRE ALARM UPGRADE

Contract No. BE21-159

All Bidders must complete this form for the Prime Contractor and submit it at the time of bid with other required documents as provided in Section 00 4113. This form must be also completed by each Subcontractor and Service Provider, as well as by each Material Supplier or Manufacturer whose products for the contract exceed \$50,000 and submitted to the CBJ Contracts Office by 4:30 p.m. on the fifth business day following the Posting Notice date.

Name of Firm: _____

Street Address: _____

Mailing Address: _____

Telephone Number: _____ Fax number: _____

E-mail Address: _____ Date Firm was Established: _____

Is this firm a (check all that apply):

Prime Contractor? ☐ Yes ☐ No

Subcontractor? ☐ Yes ☐ No

Service Provider? ☐ Yes ☐ No

Material Supplier? ☐ Yes ☐ No

Manufacturer? ☐ Yes ☐ No

Alaska DOT/PF
Certified DBE? ☐ Yes ☐ No

Federally Certified
Small Business? ☐ Yes ☐ No

Identify specialty:

Identify service:

Identify material:

Identify product:

If yes, please include a copy of the SBA Certificate.

**NAICS
Code**

Firm's gross annual receipts:

☐ < \$500,000

☐ \$500,000 - \$999,999

☐ \$1,000,000 - \$4,999,999

☐ \$5,000,000 - \$9,999,999

☐ \$10,000,000 - \$16,999,999

☐ > \$17,000,000

Signature of Company Representative _____ Title _____ Date _____

Questions? Please contact the DBE Administrator at (907) 789-7821.

SECTION 00 5420 – DBE PROGRAM

CITY AND BOROUGH OF JUNEAU

DBE UTILIZATION REPORT

FAA-Funded Contracts - Juneau International Airport

JNU FIRE ALARM UPGRADE

Contract No.BE21-159

The undersigned hereby certifies on behalf of the Bidder that:

A. It ☐ has ☐ has not met the DBE Utilization Goal for the project. If it has not met the goal, the required documentation of sufficient Good Faith Efforts ☐ is attached hereto.

B. Listed below are the Alaska DOT/PF-certified DBEs to be used in meeting the DBE utilization goal for this project.

To describe "Type of DBE Credit" in the table below, use the following abbreviations: Prime Contractor ("P"); Subcontractor ("SUB"), Service Provider ("SP"), Material Supplier ("MS") or Manufacturer ("MFG"). Identify the creditable dollar amount to be counted toward the goal in the right hand column.

FIRM NAME	PHONE #	BID ITEM, WORK, OR PRODUCT	TYPE OF DBE CREDIT	CREDITABLE DOLLAR AMOUNT
				\$
				\$
				\$
				\$
				\$
				\$

Total creditable DBE Utilization Amount \$ _____

Base Bid Amount \$ _____

DBE Utilization as % of Base Bid Amount _____ %

DBE Project Goal _____ %

Signature of Authorized Company Representative

Title

Company Name

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

()

Date

Phone Number

Questions? Please contact the DBE Administrator at (907) 789-7821.

SECTION 00 5420 – DBE PROGRAM

CITY AND BOROUGH OF JUNEAU
DBE CONTACT REPORT

FAA-Funded Contracts - Juneau International Airport

JNU FIRE ALARM UPGRADE

Contract No. BE21-159

Prime Contractor must submit this form if the DBE Utilization Goal was not met.

DBE FIRM CONTACTED:

Name _____ Address _____ (_____) _____
Phone Number

SPECIFIC WORK OR MATERIALS (by Pay Item): _____

A. INITIAL CONTACT: (See Instructions on next page)

1. Date: _____ Method: ☐ Phone ☐ Mail ☐ FAX ☐ Email
2. Person Contacted: _____
Name _____ Title _____
3. DBE's Response: Date: _____ Method: ☐ Phone ☐ Mail ☐ FAX ☐ Email
- ☐ Submitted an acceptable bid. (If bid accepted, skip to Section D)
- ☐ Not interested: Indicate Reason(s): _____
- ☐ Needs more information: Date Prime provided requested information: _____
- ☐ Will provide bid by: Date: _____
- ☐ Received unacceptable bid (complete Section C)

B. FOLLOW-UP CONTACT:

1. Date: _____ Method: ☐ Phone ☐ Mail ☐ FAX ☐ Email
2. Person Contacted: _____
Name _____ Title _____
3. DBE's Response: Date: _____ Method: ☐ Phone ☐ Mail ☐ FAX ☐ Email
- ☐ Submitted an acceptable bid. (If bid accepted, skip to Section D)
- ☐ Received unacceptable bid (complete Section C)
- ☐ Other result: _____

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE BID:

1. Were the following Good Faith Efforts made?
- a. ☐ Yes ☐ No Identified specific items of work, products, materials, etc. when asking for bid.
- b. ☐ Yes ☐ No Informed DBE about the plans, specifications and contract requirements including bonding and insurance requirements.
2. Was the DBE's bid non-competitive (i.e., more than 10% higher than the accepted bid)? ☐ Yes ☐ No
3. Did the DBE indicate it was unable to perform in some capacity? ☐ Yes ☐ No If "Yes", explain: _____

D. CERTIFICATION: I certify that the information provided above is accurate and that efforts to solicit bids were made in good faith.

Signature of Prime (General) Contractor _____ Title _____ Date _____

INSTRUCTIONS

FIRM CONTACTED:

Enter name, address, and phone number of firm as it appears in the current Alaska DOT&PF DBE directory.

SPECIFIC WORK OR MATERIALS:

Identify the specific work item or material that you requested this firm to furnish.

A. INITIAL CONTACT: (Must be made at least seven calendar days prior to bid opening.)

1. Date and Method of Initial Contact: Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a "please call me" message does not constitute a contact. Attach a copy of dated letter or fax.
2. Name and Title of Person Contacted: Enter name and title of company representative with whom you corresponded or discussed submitting a bid.
3. DBE's Response: Check the appropriate boxes. If a firm bid was received and accepted, skip to section D.

B. FOLLOW-UP CONTACT:

If no response or an inconclusive response was received from the initial contact, a follow-up contact is required to determine for a certainty that the firm does not intend to submit a bid or to conclude discussions with a bid.

1. Date and Method of Follow-up Contact: Indicate the method and date that actual contact was made or the date correspondence was postmarked. Leaving a "please call me" message does not constitute a contact. Attach a copy of dated letter or fax.
2. Name and Title of Person Contacted: Enter name and title of company representative with whom you corresponded or discussed submitting a bid.
3. DBE's Response: Check the appropriate boxes. If a firm bid was received and accepted, skip to section D.

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE BID:

Check the appropriate box and provide explanation.

D. CERTIFICATION:

This certification of accuracy and Good Faith Effort by the Contractor to solicit bids from DBEs may be verified by contacting the listed firm. Failure to comply with the provisions of this section is a material breach that may result in failure to award a contract, contract termination, or other remedy as CBJ deems appropriate.

Questions? Please contact the DBE Administrator at (907) 789-7821.

CITY AND BOROUGH OF JUNEAU
SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION

FAA-Funded Contracts - Juneau International Airport

JNU FIRE ALARM UPGRADE
Contract No. BE21-159

Prime Contractor must submit this form if the DBE Utilization Goal was not met.

Prime Contractor: _____

In the spaces provided below, list all items considered for DBE utilization. If needed, list additional items and comments on reverse side. Attach completed DBE Contact Reports.

(A) Material or Specific Item of Work (Specify Pay Item)	(B) Acceptable DBE Bid Received? (Yes/No)	(C) Number of DBEs Contacted in Alaska DOT/PF DBE Directory	(D) Number of DBEs that Responded	(E) Number of DBE Bids Received
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Questions? Please contact the DBE Administrator at (907) 789-7821.

ANNUAL REPORT: SUMMARY OF PROGRESS PAYMENTS DURING FEDERAL FISCAL YEAR

FAA-Funded Contracts - Juneau International Airport

By October 15 of each year, the Prime Contractor/Consultant must submit this form to the DBE Administrator at the email address below, summarizing the actual progress payments between October 1 and September 30 of the preceding Federal Fiscal Year (FFY). **All payments** should be recorded on this form, including all payments received and retained by the Prime Contractor/Consultant, as well as all payments made to all Subcontractors, regardless of the amount paid or their DBE status.

JNU FIRE ALARM UPGRADE

Contract No. BE21-159

FFY 2021 Reporting Period: from October 1, 2020 through September 30, 2021.

In the table below, identify Firm Type by one of the following: Prime Contractor (P); Subcontractor (SUB); or Supplier (SUP).

Firm Name	Alaska* DBE (Yes/No)	Identify Firm Type	Work Performed	Amount Paid in This Reporting Period (FFY)	Running Totals Paid on Contract (from Notice to Proceed through Sept. 30, 2019)
				\$	\$

* To be considered an Alaskan DBE for this report, the firm must have achieved Alaska DBE certification prior to execution of this contract.

.....
The undersigned attests that the information being provided herein is accurate and complete to the best of their knowledge. Further, the undersigned authorizes the City & Borough of Juneau, Juneau International Airport to verify the accuracy of the information provided.

Failure to comply with requirements of the DBE Program is a material breach that may result in contract termination or other remedy as the DBE Administrator deems appropriate.

Signature & Title of Prime Contractor/Consultant Representative

Date

Questions? Please contact the DBE Administrator at (907) 789-7821 or JNU.DBE@jnuairport.com

FEDERAL VETS 4212
00 5430 - 1

SECTION 00 5430 - FEDERAL VETS 4212

Federal Contractor Veterans' Employment Report (VETS-4212)

WHO MUST FILE: This VETS-4212 Report is to be completed by all nonexempt Federal contractors and subcontractors with a contract or subcontract in the amount of \$150,000 or more with any department or agency of the United States for the procurement of personal property or non-personal services. Services include but are not limited to the following services: utility, construction, transportation, research, insurance, and fund depository, irrespective of whether the government is the purchaser or seller. Entering into a covered Federal contract or subcontract during a given calendar year establishes the requirement to file a VETS-4212 Report during the following calendar year.

WHEN TO FILE: This annual report must be filed no later than September 30.

LEGAL BASIS FOR REPORTING REQUIREMENTS: Title 38, United States Code, Section 4212(d) mandates that Federal contractors and subcontractors subject to the statute's affirmative action provisions in 38 U.S.C. 4212(a) report, at least annually, the number of employees in their workforces by job category and hiring location, and the number of such employees, by job category and hiring location, who are qualified protected veterans. In addition, Federal contractors and subcontractors must report the total number of new hires during the period covered by the report and the number of such new hires who are qualified protected veterans. Further, Federal contractors and subcontractors must report on the maximum and minimum number of employees during the period covered by the report. The Department of Labor's Veterans' Employment and Training Service (VETS) has promulgated regulations found at 41 CFR part 61-300 to implement the reporting requirements of 38 U.S.C. 4212(d). The regulations require contractors and subcontractors to file the VETS-4212 Report to comply with the requirements of 38 U.S.C. 4212(d). The regulations in 41 CFR part 61-300 can be found at http://www.dol.gov/dol/cfr/Title_41/Chapter_61.htm.

HOW TO FILE THE VETS-4212 REPORT: The preferred method for filing VETS-4212 Reports is electronically through the VETS web-based filing system. Instructions for electronically filing the VETS-4212 Report are found on the VETS website at <http://www.dol.gov/vets/vets4212.htm>. Alternative filing methods are described below in these instructions.

Single Establishment Employers: Employers doing business at one hiring location may complete and submit a single VETS-4212 Report using the web-based filing system, or submit a single paper version of the VETS-4212 Report, as described below under Alternative Filing Methods.

Multi-Establishment Employers: Employers doing business at more than one hiring location, must file: (A) a VETS-4212 Report covering the principal or headquarters office; (B) a separate VETS-4212 Report for each hiring location employing 50 or more persons; and (C) EITHER, (i) a separate VETS-4212 Report for each hiring location employing fewer than 50 persons, OR (ii) consolidated reports that cover hiring locations within one State that have fewer than 50 employees. Multi-establishment employers doing business at more than 10 locations must submit their VETS-4212 Reports in the form of an electronic data file that complies with current Department of Labor specifications for the format of these records, and any other specifications established by the Department for the applicable reporting year. Multi-establishment employers with fewer than 10 hiring locations are strongly encouraged to submit their VETS-4212 Reports in the form of an electronic data file, but are not required to do so. In these cases, state consolidated reports count as one location each. VETS-4212 Reports in the form of electronic data files may be submitted through the web-based filing system. Electronic data files also may be transmitted electronically as an e-mail attachment (if they do not exceed the size stated in the specifications), or submitted on compact discs or other electronic storage media.

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ALTERNATIVE FILING METHODS: The VETS-4212 Report may also be filed in paper format. Reporting organizations may download a paper version of the VETS-4212 Report from the VETS website at <http://www.dol.gov/vets/vets4212.htm> or send a written request for the paper version of the VETS-4212 Report to: Office of the Assistant Secretary for Veterans' Employment and Training, U.S. Department of Labor, 200 Constitution Avenue, NW, Room S-1325, Washington, DC 20210, Attn: VETS-4212 Report Form Request.

WHERE TO FILE: VETS-4212 Reports in paper format or electronic data files on compact discs or other electronic storage media may be delivered by U.S. mail or courier delivery service to: Veterans' Employment and Training Service, c/o Department of Labor National Contact Center, 7425 Boston Blvd Springfield, VA 22153. Paper copies of the VETS-4212 Reports and electronic data files (if they do not exceed the size stated in the specifications) also may be sent as e-mail attachments to: VETS4212-customersupport@dol.gov

HOW TO PREPARE THE VETS-4212 REPORT: All fields and answers to questions in all areas of the VETS-4212 Report are mandatory unless otherwise specified below. If the multi-establishment employer has hiring locations employing fewer than 50 persons, the employer may file separate reports for each hiring location or consolidated reports that cover multiple hiring locations within one state.

Type of Reporting Organization: Indicate the type of contractual relationship (prime contractor or subcontractor) that the organization has with the Federal Government. If the organization serves as both a prime contractor and a subcontractor on various federal contracts, check both boxes. If a reporting organization submits only one VETS-4212 Report for a single location, check the Single Establishment box. If the reporting organization submits more than one VETS-4212 Report, one report should be checked as Multiple Establishment-Headquarters. The remaining VETS-4212 Reports should be checked as either Multiple Establishment-Hiring Location or Multiple Establishment-State Consolidated. For state consolidated reports, the number of hiring locations included in that report should be entered in the space provided. For each report, only one box should be checked within this block.

Company Identification Information: . Please note: If a Federal Contractor Report has been filed in the past, you need to utilize the company number assigned in previously submitted reports. If a company number is not available please leave the field blank. If there are any questions regarding a Company Number, please call the VETS-4212 Customer Support Center at (866) 237-0275 or e-mail VETS4212-customersupport@dol.gov.

Twelve Month Period Ending: Enter the end date for the twelve month reporting period used as the basis for filing the VETS-4212 Report. To determine this period, select a date in the current year between July 1 and August 31 that represents the end of a payroll period. The selected date will be the basis for reporting the Number of Employees, as described below. The twelve-month period preceding that date is your twelve-month covered period. This period is the basis for reporting New Hires, as described below. Any Federal contractor or subcontractor that has written approval from the Equal Employment Opportunity Commission to use December 31 as the ending date for the EEO-1 Report may also use that date as the ending date for the payroll period selected for the VETS-4212 Report.

Name and Address for Single Establishment Employers: Complete the identifying information under the Parent Company name and address section.

Name and Address for Multi-Establishment Employers: For parent company headquarters location, complete the name and address for the parent company headquarters and leave blank the name and address of the Hiring Location. For hiring locations of a parent company, complete the address for the Parent Company location, complete the name and address for the Hiring Location.

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NAICS Code, DUNS Number, and Employer ID Number: Single Establishment and Multi-Establishment Employers must complete the North American Industry Classification System (NAICS) Code, Dun and Bradstreet I.D. Number (DUNS), and Employer Identification Number (EIN) as described below:

- **NAICS Code:** Enter the six (6) digit NAICS Code applicable to the hiring location for which the report is filed. If there is not a separate NAICS Code for the hiring location, enter the NAICS Code for the Parent Company.
- **DUNS Number:** If there is a specific Dun and Bradstreet Identification applicable to the hiring location for which the report is filed, please enter the nine (9) digit in the space provided. If the hiring location does not have a DUNS Number, enter the DUNS number for the Parent Company. If an appropriate DUNS Number cannot be identified, leave this field blank.
- **Employer I.D. Number (EIN):** Enter the nine (9) digit number assigned by the I.R.S. to the contractor. If there is a specific EIN applicable to the hiring location for which the report is filed, enter that EIN. Otherwise, enter the EIN for the Parent Company.

Number of Employees: Report the total number of employees who are protected veterans for each of the 10 occupational categories (Lines 1.1 through 9) in column A. Report the total number of employees, including protected veterans, for each of the 10 occupational categories (Lines 1.1 through 9) in column B. Blank spaces will be considered zeros.

New Hires (Previous 12 Months): Report the total number of employees who were hired and included in the payroll for the first time during the 12-month period preceding the ending date of the selected payroll period. Report the total number of new hires who are protected veterans in column C. Report the total number of new hires, including protected veterans, in column D. Providing new hire data for each of the occupational categories (columns C and D, lines 1.1 through 9) is optional. Blank spaces will be considered zeros.

Maximum/Minimum Employees: Report the maximum and minimum number of employees on board during the twelve-month period covered by this report, as indicated by 41 CFR 61-300.10(a)(3).

DEFINITIONS:

'Employee' – means any individual on the payroll of an employer who is an employee for purposes of the employer's withholding of Social Security taxes except insurance sales agents who are considered to be employees for such purposes solely because of the provisions of 26 U.S.C. 3121 (d)(3)(B) (the Internal Revenue Code). Part-time employees and leased employees are included in the definition of 'employee.' The definition does not include persons hired on a casual basis for a specific job (e.g., persons at a construction site whose employment relationship is expected to terminate with the end of the employee's work at the site); persons employed temporarily in an industry other than construction who are hired through a hiring hall or some other referral arrangement; or persons on the payroll of an employment agency who are referred by such agency for work to be performed on the premises of another employer under that employer's direction and control, as provided in 41 CFR 61-300.2(b)(5).

'Hiring location' – means an establishment as defined at 41 CFR 61-300.2(b)(6).

'Job Categories' – means any of the following: Officials and Managers (Executive/Senior Level Officials and Managers and First/Mid-Level Officials and Managers), Professionals, Technicians, Sales Workers, Administrative Support Workers, Craft Workers, Operatives, Laborers and Helpers, and Service Workers and are defined in 41 CFR 61-300.2(b)(7).

'Protected Veteran' – means a veteran who is protected under the nondiscrimination and affirmative action provisions of the Vietnam Veterans' Readjustment Assistance Act, 38 U.S.C. 4212; specifically a veteran who may be classified as an active duty wartime or campaign badge veteran, disabled veteran, Armed Forces service medal veteran, or recently separated veteran,

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- **'Active duty wartime or campaign badge Veteran'** – means a veteran who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.
- **'Armed Forces Service Medal Veteran'** – means any veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209, 3 CFR, 1996 Comp., p. 159).
- **'Disabled Veteran'** – means (1) A veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or (2) A person who was discharged or released from active duty because of a service-connected disability.
- **'Recently Separated Veteran'** – means a veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

RECORD KEEPING: Employers must keep a copy of the completed annual VETS-4212 Report(s) submitted to DOL for a period of three years.

Public Burden Statement: Public reporting burden for this collection is estimated to average 20 minutes per location to make an electronic filing and 40 minutes per location to make a paper filing, including the time for reviewing instructions, searching existing data source, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to the Department of Labor, Veterans' Employment and Training Service, Office of Information Management, Room N-1316, 200 Constitution Avenue, NW, Washington D.C. 20210 or electronically transmitted to VETS4212-customersupport@dol.gov All completed VETS-4212 Reports should be sent to the address indicated on the front of the form. See actual VETS-4212 Report for additional disclosures.

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

PART 1 - GENERAL

1.1 GENERAL

A. Definitions. As used in these Specifications:

1. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
2. “Director” means Director, Office of Federal contract Compliance Programs (OFCCP), United States Department of Labor (DOL), or any persons to whom the Director delegates authority;
3. “Employer” identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. “Minority” includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central of South American or other Spanish culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever the Contractor, or any Subcontractor at any tier, subcontract a portion of the Work, involving any construction trade, it shall physically include in each Subcontract in excess of \$10,000 the provisions of these Specification and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. The Contractor shall implement the specific affirmative action standards provided in paragraphs F1 through F16 of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.

Covered construction contractors performing construction Work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the Work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from federal procurement contracting officers.

D. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under this Specification, Executive Order 11246, or the regulations promulgated pursuant thereto.

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

- E. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period of an approved training program and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities.
- F. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this Specification shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation; and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to Work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor, by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - 4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - 5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the DOL. The Contractor shall provide notice of these programs to the sources complied under F2 above.
 - 6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction Work is performed.

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, etc., prior to the initiation of construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
 8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
 11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
 12. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, Work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel, and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.
 14. Ensure that all facilities and company activities are nonsegregated except that separate or single-used toilet, necessary changing facilities and necessary sleeping facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for Subcontractors from minority and female construction contractors and suppliers, including circulations of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- G. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations F1 through F16. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any or more of its obligations under F1 through F16 of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- H. A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized.)
- I. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- J. The Contractor shall not enter into any Subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- K. The Contractor shall carry out such sanctions or penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing Subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11236, as amended.
- L. The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph F of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunities. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- M. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic apprentice, trainees, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- N. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish difference standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

- O. The bidder's attention is called to the "Equal Employment Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- P. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as set forth in item S.

These goals as listed in Item S are applicable to all the Contractor's construction Work (whether or not it is federal or federally-assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. If the Contractor performs construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally and non-federally involved construction.

The hours on minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total WORK hours performed.

- Q. The Contractor shall provide written notification to the Owner, for all subcontract documents as follows: the name, address and telephone number of Subcontractors and their employer identification number; the estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontracts; and the geographical area in which the contract is to be performed.

This written notification shall be required for all construction subcontracts in excess of \$10,000 at any tier for construction Work under the contract resulting from this Project's solicitation.

- R. As used in the Bid Notice, and in the contract resulting from this project's solicitation, the "covered area" is the State of Alaska.

- S. Goal and Timetable

1. The following goal and timetable for female utilization shall be included in all federal and federally-assisted construction contracts and subcontracts in excess of \$1,000. The goal is applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing Work on a federal or federally-assisted construction contractor or subcontract.

ALASKA GOAL AND TIMETABLE FOR WOMEN*

Timetable
Until Further Notice

Goal **
6.9%

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

2. The following goals and timetable for minority utilization shall be included in all federal or federally-assisted construction contracts and subcontracts in excess of \$10,000 to be performed in Alaska. The goals are applicable to the Contractor's aggregate on-site construction work force whether or not part of that work force is performing Work on a federal or federally-assisted construction contract or subcontract.

ALASKA GOAL AND TIMETABLE FOR MINORITY UTILIZATION

<u>Timetable</u>	<u>Economic Area (ES)***</u>	<u>Goal **</u>
Until Further Notice	Anchorage SMSA Area	8.7%
	Remainder of State	15.1%

* The goal and timetable for women listed above applies to Alaska as well as nationwide.

** The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects, or construction contracts performed in specific geographical areas. The goals shall be applicable to each construction trade in a covered contractor's or subcontractor's entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction Work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the Work is being performed.

*** Refer to the Standard Metropolitan Statistical Areas (SMSA) and Economic Areas (EA), office of Management and Budget, 1975.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Complete the following forms (included as part of this section). Items 1-4 will be due with the Agreement and other information required in the Notice of Intent to Award.
1. EEO-1 Certification Federal Aid contracts
 2. EEO Estimated Employment Profile
 3. EEO Notice to Labor Unions, Minority/Women Organization
 4. EEO Signature Page
 5. EEO Weekly Payroll Report

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

CITY AND BOROUGH OF JUNEAU

EEO-1 CERTIFICATION

US DOT Federal-Aid Contracts

JNU FIRE ALARM UPGRADES

BE21-159

This certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7 (b) (1)] and must be completed by the successful Bidder and each proposed Subcontractor participating in this contract.

PLEASE CHECK APPROPRIATE BOXES

The ☐ Bidder ☐ Proposed Subcontractor hereby CERTIFIES:

PART A. Bidders and proposed Subcontractors with 50 or more year-round employees and a federal contract amounting to \$50,000 or more are required to submit one federal Standard Report Form 100 during each year that the two conditions exist (50 employees and a \$50,000 federal contract).

The company named below (Part C) is exempt from the requirements of submitting the Standard Report Form 100 this year.

☐ NO (go to PART B)

☐ YES (go to PART C)

Instructions and blank Standard Report Form 100's may be obtained from a local U.S. Department of Labor office, or by writing to:

US Department of Labor
The Joint Reporting Committee
P.O. Box 19100
Washington, D.C. 20036-9100

Telephone number: (757) 461-1213

PART B. The company named below has submitted the Standard Report Form 100 this year.

☐ NO

☐ YES

Note: Bidders and proposed Subcontractors who have not filed the required Standard Report Form 100 and are not exempt from filing requirements will not be awarded this contract or subcontract until Form 100 has been filed for the current year ending June 30.

PART C.

Signature of Authorized Company Representative

Title

Company Name

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

Date

()

Phone Number

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Estimated Employment Profile

Firm: _____ Prepared By: _____

In response to the Notice of Intent to Award letter, **the prime Contractor and each Subcontractor must submit a complete profile**

Total Number of Employees to Work on Project:	Male _____	Female _____
Projected Tradeworker Hours ¹ :	Male _____	Female _____
Total Number of Minorities to Work on Project:	Male _____	Female _____
Projected Minority Tradeworkers Hours ² :	Male _____	Female _____
Projected Tradeworker Goal Attainment ³ :	Minority _____%	Female _____%

List the number and gender of ALL tradeworkers anticipated on this Project:

Trade ⁴	Asian-Indian	Asian-Pacific	Black	Hispanic	Native	White
Crew Supervisor ⁵						

Apprentices or Trainees

¹Total for all tradeworkers (including minorities and females).

²Minority female tradeworker hours may count toward only one goal, either female or minority, **but not both**. If a minority female's hours are counted as minority, rather than female, add her hours to those of the male minorities' before calculating projected goal attainment.

³To calculate project goal attainment: Add total male to total female hours to determine the total hours for the job. Divide the minority hours by the total hours for the job; the percentage result is the projected minority goal. Divide female hours by the total hours for the job, the percentage result is the projected female goal.

⁴List Journey Trades, such as *Carpenter, Electrician, Ironworker, Laborer, Painter, Plumber, Power Equipment Operator*, etc.

⁵Example:

Trade	Asian-Indian	Asian-Pacific	Black	Hispanic	Native	White
CREW SUPERVISOR					1M	
PILED RIVER				2M	1F	
APPRENTICE (OPERATING ENGINEER)			1M			

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Notice to Labor Unions, Minority/Women Organizations

To be completed by each Contractor and Subcontractor, regardless of the value of their contract. If no union, job service program, or labor organization is involved write and attach a letter stating how employees were recruited.

To: _____
(Name of labor union or other employment organization)

We currently hold a prime contract, or subcontract with the City and Borough of Juneau which involves federal funds. Under the provisions of the contract and all subcontracts, in accordance with Section 202 of Executive Order No. 11246 as amended, we are obliged not to discriminate against any employee or applicant for employment because of race, color, creed, national origin, age, or sex. This obligation not to discriminate in employment includes, but is not limited to: employment, upgrading, transfer, demotion, recruitment, and advertising; rates of pay or other forms of compensation; selection for training including apprenticeship; and layoff or termination.

We will post this notice in conspicuous places available to employees or applicants for employment.

(Firm)

_____ EEO Representative at Job Site	_____ Date	_____ EEO Representative at Office	_____ Date
---	---------------	---------------------------------------	---------------

↓ To be completed by labor union or other organization ↓

The _____ agrees to comply with all applicable
(Name of labor union or other labor organization)

federal, state, and local laws* regarding non-discrimination** in employment.*** We also agree to provide the Employer with all information necessary to enable it to comply with these laws,* including the preparation and filing of any necessary reports.

*Laws include regulations, rules, directives and orders, including those by the Equal Opportunity Commission, the Office of Federal contract Compliance, the United States Department of Labor, and the federal funding agency when applicable to WORK performed on this contract.

** Non-discrimination includes freedom from discrimination because of race, color, national origin, creed, religion, age or sex.

*** Employment includes acceptance, selection, classification and referral of applicants for membership and/or employment.

Name and Title of Labor Representative

Signature

Date

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Signature Page

In response to the Notice of Intent to Award letter, the Prime Contractor and each Subcontractor **must** complete and return this Signature Page and be current with all EEO* filing requirements.

- * contracts and Subcontracts which do not exceed \$10,000 are exempt from the requirements of the equal opportunity clause, provided, that where a contractor has contracts or subcontracts containing federal assistance in any 12-month period, which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000, this \$10,000 or under exemption does not apply (regardless of whether any single contract exceeds \$10,000.)

I certify that I have met all applicable EEO requirements and all attached documents are complete and correct. I understand that any false statements made to meet any requirement will result in contract termination and/or action under Federal or State law. I swear that neither the firm, nor its owners or principals, is debarred or suspended from contracting with any government agency.

Firm _____ Capacity: Prime ☐ Sub ☐

Type of Work _____ Employer ID No. _____

Estimated Start Date _____ Estimated Finish Date _____

Contract or Subcontract Amount \$ _____ Agreement Date _____

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Firm's DBE Officer _____

Firm's EEO Officer _____

Street Address _____

City _____ State _____ Zip _____

PHONE _____ FAX _____

SECTION 00 5500 – FEDERAL EEO BID CONDITIONS

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Weekly Payroll Report

Each Contractor and each Subcontractor must complete, sign, and submit this form **each week** during the length of the contract. Subcontractors should report only for their subcontract. EEO goal compliance is measured against tradeworker hours.

Firm _____ Capacity: Prime ☐ Sub ☐

Type of Work _____

Percent Complete _____ Week Ending _____

Street Address _____

City _____ State _____ Zip _____

Prepared by _____ Date _____

List: Each **minority** and **female** tradeworker employee, who worked this period.

<u>Construction Trade</u> ¹	<u>Work Classification</u> ²	<u>Ethnicity</u> ³	<u>Sex</u>	<u>Employee's Name</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Tradeworker Totals: Entire Crew: Hrs. # _____ Hrs. _____
Minority: Hrs. # _____ Hrs. _____
Female: Hrs. # _____ Hrs. _____

¹i.e., Concrete, Demolition, Electrical, Iron, and Operating Engineer

²i.e., Crew Supervisor, Journey Level, Apprentice, Helper, Etc.

³iAI-Asian Indian, AP-Asian Pacific, B-Black, C-Caucasian, H-Hispanic, N-Native, or O-Other

**SECTION 00 5600 - FEDERAL LABOR STANDARDS, REPORTING, AND
PREVAILING WAGE RATE DETERMINATION
Reporting During Contract**

- A. **Within 15 Days after Notice of Intent to Award**, the Contractor must compile and submit a list of all Subcontractors and material suppliers, showing all tiers. For each company listed include name, address, phone, employer tax number; DBE status if any; estimated subcontract amount; estimated start and finish dates; and copies of bid tabulations with firm name and number. Send the list to *Addresses B and C*.
- B. **Within 30 Days of Notice to Proceed**, the Contractor and each Subcontractor, who are required to file EEO-1 reports (Standard Form 100 [SF-100]), must send it to the Office of Federal Contract Compliance Programs (OFCCP) Area Office - Address C.
- C. Before each Friday, the Contractor and each Subcontractor must file:
1. Weekly Employment Opportunity (EEO) Reports (page 00 5500-11) for the previous week to *Address A*. If the information requested (race and gender) is indicated on the copy of the payroll, then this Weekly EEO Report is hereby waived.
- D. **Certified Payrolls must be submitted every two weeks.** Before the second Friday, the Contractor and each Subcontractor must file:
1. Certified Payrolls with Statements of Compliance for the previous two weeks. If there was no activity for that pay period, indicate "No Activity." Indicate "Start" on your first payroll, and "Final" on your last payroll for this project. Send the original to *Address B* and a complete copy to *Address A, or another CBJ representative, as designated*

Correspondence regarding State of Alaska Department of Labor and Workforce Development (ADOL) 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, or his designee, at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

- E. By the 5th of each month, each Contractor and Subcontractor must complete the Monthly Employment Utilization Report (CC257) for the previous month for its aggregate workforce in Alaska (for federal and non-federal projects). Make a list of all projects (federal and non-federal) in Alaska over \$10,000. Include the firm name, name and location of project, project #, % complete, contract amount, and established date of completion. Send both the CC257 and the list of projects to *Addresses A and C*.
- F. Preparing the final payment request, the Contractor must verify that the subcontractor list is up-to-date and includes all parties submitting certified payrolls (i.e., equipment rental with operator companies, trucking services providing imported materials, surveying firms, etc.). Send a copy of amended lists to *Addresses A and B*. Submit completed Compliance Certification and Release forms (section 00 6200) for the Contractor to *Address A*.

<i>Address A</i>	<i>Address B</i>	<i>Address C</i>
Contract Administrator Engineering Department City and Borough of Juneau 155 S. Seward Street Juneau, AK 99801 (907) 586-0873 greg.smith@juneau.org	Wage and Hour Section AK Dept of Labor and Workforce Dev/ Labor Standards and Safety Division Wage and Hour Administration P O Box 21149 Juneau, AK 99802-1149 (907) 465-4842 http://labor.state.ak.us/lss/home.htm	OFCCP Area Office 605 W. 4th Ave., Room G68 Anchorage, AK 99501 (907) 271-2864

SECTION 00 5600

APPENDIX A

Davis-Bacon Wage Determination
General Decision Number AK20210001
Building and Heavy Construction
Effective January 1, 2021

SECTION 00 5600 - FEDERAL LABOR STANDARDS

"General Decision Number: AK20210001 01/01/2021

Superseded General Decision Number: AK20200001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

ASBE0097-001 01/01/2018

Rates	Fringes
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Asbestos Workers/Insulator

SECTION 00 5600 - FEDERAL LABOR STANDARDS

(includes application of all
insulating materials
protective coverings,
coatings and finishings to
all types of mechanical
systems).....\$ 38.68 21.57

HAZARDOUS MATERIAL HANDLER
(includes preparation,
wetting, stripping, removal
scrapping, vacuming, bagging,
and disposing of all
insulation materials, whether
they contain asbestos or not,
from mechanical systems).....\$ 37.38 19.55

BOIL0502-002 10/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 46.17	29.70

BRAK0001-002 07/01/2018

	Rates	Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker.....	\$ 40.81	19.77
Tile & Terrazzo Finisher.....	\$ 34.79	19.62

CARP1501-001 09/01/2019

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

CARP2520-003 09/01/2019

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

SECTION 00 5600 - FEDERAL LABOR STANDARDS

DEPTH PAY PREMIUM FOR DIVERS BELOW WATER SURFACE:

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

ENCLOSURE PAY PREMIUM WITH NO VERTICAL ASCENT:

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

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

CARP4059-001 09/01/2019

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

ELEC1547-004 04/01/2020

	Rates	Fringes
CABLE SPLICER.....	\$ 41.27	3% + 27.64
ELECTRICIAN.....	\$ 40.94	3% + 27.89

ELEC1547-005 04/01/2020

Line Construction

	Rates	Fringes
CABLE SPLICER.....	\$ 57.79	32.04
Linemen (Including Equipment		
Operators, Technician).....	\$ 56.04	3%+32.04
Powderman.....	\$ 54.04	32.04
TREE TRIMMER.....	\$ 37.30	3%+25.79

SECTION 00 5600 - FEDERAL LABOR STANDARDS

ELEV0019-002 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.11	35.245

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

ENGI0302-002 04/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.53	24.50
GROUP 1A.....	\$ 43.29	24.50
GROUP 2.....	\$ 40.76	24.50
GROUP 3.....	\$ 40.04	24.50
GROUP 4.....	\$ 33.83	24.50
TUNNEL WORK		
GROUP 1.....	\$ 45.68	24.50
GROUP 1A.....	\$ 47.62	24.50
GROUP 2.....	\$ 44.84	24.50
GROUP 3.....	\$ 44.04	24.50
GROUP 4.....	\$ 37.12	24.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller: Breakdown, Intermediate, and Finish; Back Filler; Barrier Machine (Zipper); Beltcrete with power pack and similar conveyors; Bending Machine; Boat Coxwains; Bulldozers; Cableways, Highlines and Cablecars; Cleaning Machine; Coating Machine; Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Hydralifts or Transporters, all track or truck type,(b) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb and Gutter Machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell, and Snow Cat; Hydro Ax: Feller Buncher and similar; Loaders (2 1/2 yards through 5 yards, including

SECTION 00 5600 - FEDERAL LABOR STANDARDS

all attachments): Forklifts with telescopic boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps; Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards and under), Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, Reclaimer, and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

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

GROUP 2: Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Licensed Grade Technician; Loaders, (i.e., Elevating Grader and Material Transfer Vehicle); Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trencing Machine under 16 inches; Waste/ Waste Water Treatment Operator.

GROUP 3: ""A"" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 200 k.w.; Pumps-water; Roller-other than Plantmix; Saws, concrete; Skid Steer with all attachments; Straightening Machine; Tow Tractor

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

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

* IRON0751-003 07/01/2020

	Rates	Fringes
IRONWORKER		
BENDER OPERATOR.....\$ 38.87		33.79
BRIDGE, STRUCTURAL,		
ORNAMENTAL,		
REINFORCING		
MACHINERY MOVER,		
RIGGER,		
SHEETER, STAGE		
RIGGER,		
BENDER OPERATOR.....\$ 38.87		33.79
BRIDGE, STRUCTURAL,		
ORNAMENTAL, REINFORCING		
MACHINERY MOVER, RIGGER,		
SHEETER, STAGE RIGGER,		
BENDER OPERATOR.....\$ 38.75		32.63
FENCE, BARRIER INSTALLER....\$ 35.37		33.79
GUARDRAIL INSTALLERS.....\$ 36.37		33.79
GUARDRAIL LAYOUT MAN.....\$ 36.11		33.79
HELICOPTER, TOWER.....\$ 39.87		33.79

LAB00341-001 04/01/2020

SECTION 00 5600 - FEDERAL LABOR STANDARDS

	Rates	Fringes
LABORER (South of the 63rd Parallel & West of Longitude 138 Degrees)		
GROUP 1.....	\$ 31.71	28.26
GROUP 2.....	\$ 32.71	28.26
GROUP 3.....	\$ 33.61	28.26
GROUP 3A.....	\$ 36.89	28.26
GROUP 3B.....	\$ 40.68	25.55
GROUP 4.....	\$ 21.28	28.26
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 34.88	28.26
GROUP 2.....	\$ 35.98	28.26
GROUP 3.....	\$ 36.97	28.26
GROUP 3A.....	\$ 40.58	28.26
GROUP 3B.....	\$ 44.75	25.55

LABORERS CLASSIFICATIONS

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

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

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

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

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

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

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

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

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

GROUP 3: Miner; Retimberman

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

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

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

LAB00942-001 04/01/2020

Rates

Fringes

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Laborers: North of the 63rd
Parallel & East of Longitude
138 Degrees

GROUP 1.....	\$ 31.71	28.36
GROUP 2.....	\$ 32.71	28.36
GROUP 3.....	\$ 33.61	28.36
GROUP 3A.....	\$ 36.89	28.36
GROUP 3B.....	\$ 40.68	25.65
GROUP 4.....	\$ 21.28	28.36
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 34.88	28.36
GROUP 2.....	\$ 35.98	28.36
GROUP 3.....	\$ 36.97	28.36
GROUP 3A.....	\$ 40.58	28.36
GROUP 3B.....	\$ 44.75	25.65

LABORERS CLASSIFICATIONS

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

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Culvert Pipe Laborer; Cured in place Pipelayer; Environmental Laborer (marine work, oil spill skimmer operator, small boat operator); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Laying of Decorative Block (retaining walls,

SECTION 00 5600 - FEDERAL LABOR STANDARDS

flowered decorative block above 4 feet); Mason Tender and Mud Mixer (sewer work); Pilot Car; Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

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

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

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

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

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

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

GROUP 3: Miner; Retimberman

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

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

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

PAIN1959-001 07/01/2019

NORTH OF THE 63RD PARALLEL

Rates

Fringes

SECTION 00 5600 - FEDERAL LABOR STANDARDS

PAINTER

BRUSH/ROLLER PAINT OR WALL COVERER.....	\$ 31.91	22.37
TAPING, TEXTURING, STRUCTURAL PAINTING, SANDBLASTING, POT TENDER, FINISH METAL, SPRAY, BUFFER OPERATOR, RADON MITIGATION, LEAD BASED PAINT ABATEMENT, HAZARDOUS MATERIAL HANDLER.....	\$ 32.43	22.37

PAIN1959-002 07/01/2019

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
PAINTER		
General Painter.....	\$ 29.75	22.52
Industrial Painter.....	\$ 31.10	22.52
Taper / Paper & Vinyl Hanger.....	\$ 31.00	22.52

PAIN1959-003 07/01/2019

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 39.40	24.87

PAIN1959-004 07/01/2019

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

PAIN1959-006 07/01/2019

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
GLAZIER.....	\$ 39.61	23.94

PLAS0867-001 04/01/2019

Rates	Fringes
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SECTION 00 5600 - FEDERAL LABOR STANDARDS

PLASTERER

North of the 63rd parallel..\$ 38.13	21.68
South of the 63rd parallel..\$ 37.88	21.68

PLAS0867-004 04/01/2019

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER

North of the 63rd parallel..\$ 38.13	21.68
South of the 63rd parallel..\$ 37.88	21.68

PLUM0262-002 07/01/2019

East of the 141st Meridian

Rates	Fringes
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Plumber; Steamfitter.....\$ 38.32	27.62
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PLUM0367-002 12/03/2018

South of the 63rd Parallel

Rates	Fringes
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Plumber; Steamfitter.....\$ 39.00	26.70
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PLUM0375-002 07/01/2019

North of the 63rd Parallel

Rates	Fringes
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Plumber; Steamfitter.....\$ 41.46	28.70
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PLUM0669-002 04/01/2019

Rates	Fringes
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SPRINKLER FITTER.....\$ 47.25	26.49
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* ROOF0189-006 09/01/2020

Rates	Fringes
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ROOFER.....\$ 44.62	16.63
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SHEE0023-003 07/01/2018

SECTION 00 5600 - FEDERAL LABOR STANDARDS

South of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 42.70	26.40

SHEE0023-004 07/01/2017

North of the 63rd Parallel

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.74	23.48

TEAM0959-003 03/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 39.94	24.12
GROUP 1A.....	\$ 41.21	24.12
GROUP 2.....	\$ 38.68	24.12
GROUP 3.....	\$ 37.86	24.12
GROUP 4.....	\$ 37.28	24.12
GROUP 5.....	\$ 36.52	24.12

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

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

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

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with

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pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Oil Distributor Drivers; Trucks/Jeeps (push or pull); Traffic Control Technician

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any

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solicitation was issued) on or after January 1, 2017. If this contract is covered by the E0, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the E0 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

"

SECTION 00 5600

APPENDIX B

**Laborers' & Mechanics'
Minimum Rates of Pay**

Pamphlet 600

Effective September 1, 2020

Laborers' and Mechanics' MINIMUM RATES OF PAY

Effective September 1, 2020
Issue 41

PAMPHLET No. 600

Title 36. Public Contracts
AS 36.05

DEPARTMENT OF LABOR
AND WORKFORCE DEVELOPMENT

Wage and Hour Administration

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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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

September 1, 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 September 1, 2020.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 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, reading "Tamika L. Ledbetter".

Dr. Tamika L. Ledbetter
Commissioner

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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

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(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

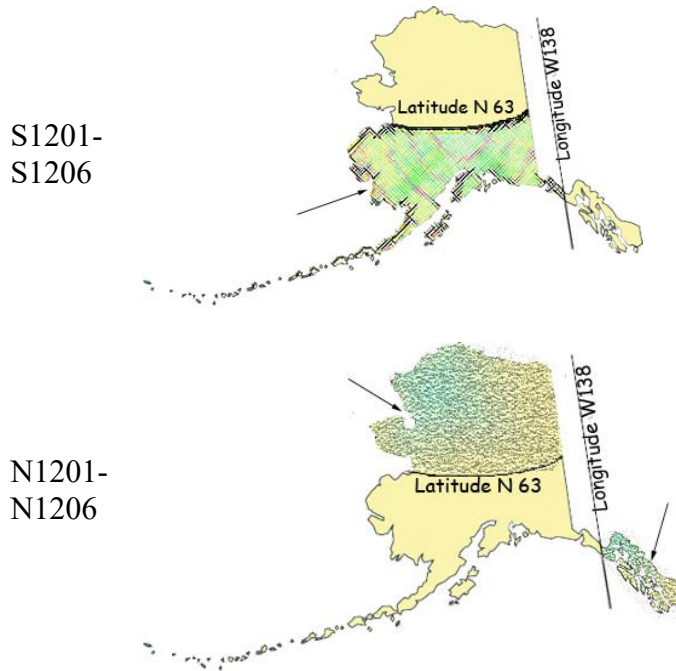
Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 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 1st, 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

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

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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>

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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

Tim Banach, Individual
Boulder Creek Electric

Debarment Expires

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

A0101	Boilermaker (journeyman)	46.08	8.57	16.72	1.65	VAC	SAF	
						3.50	0.34	76.86

Bricklayers & Blocklayers

*See per diem note on last page

A0201	Blocklayer	42.16	9.00	10.05	0.62	L&M		
						0.20		62.03

Bricklayer

Marble or Stone Mason

Refractory Worker (Firebrick, Plastic, Castable, and Guniting Refractory Applications)

Terrazzo Worker

Tile Setter

A0202	Tuck Pointer Caulker	42.16	9.00	10.05	0.62	L&M		
						0.20		62.03

Cleaner (PCC)

A0203	Marble & Tile Finisher	35.99	9.00	10.05	0.62	L&M		
						0.20		55.86

Terrazzo Finisher

A0204	Torginal Applicator	40.10	9.83	8.50	0.55	L&M		
						0.15	0.87	60.00

Carpenters, Region I (North of 63 latitude)

*See per diem note on last page

N0301	Carpenter (journeyman)	38.34	10.08	15.23	1.10	L&M	SAF	
						0.10	0.10	64.95

Lather/Drywall/Acoustical

Carpenters, Region II (South of N63 latitude)

*See per diem note on last page

S0301	Carpenter (journeyman)	38.34	10.08	15.77	1.10	L&M	SAF	
						0.10	0.10	65.49

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

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Cement Masons							
*See per diem note on last page							
						L&M	
A0401	Group I, including:	38.38	8.70	11.80	1.43	0.10	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						
						L&M	
A0402	Group II, including:	38.38	8.70	11.80	1.43	0.10	60.41
	Form Setter						
						L&M	
A0403	Group III, including:	38.38	8.70	11.80	1.43	0.10	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						
						L&M	
A0404	Group IV, including:	38.38	8.70	11.80	1.43	0.10	60.41
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Guniting Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
						L&M	
A0405	Group V, including:	38.38	8.70	11.80	1.43	0.10	60.41
	Plasterer						

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SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Culinary Workers							
						LEG	
A0501	Baker/Cook	28.37	8.40	7.56			44.33
						LEG	
A0503	General Helper	25.05	8.40	7.56			41.01
	Housekeeper						
	Janitor						
	Kitchen Helper						
						LEG	
A0504	Head Cook	28.97	8.40	7.56			44.93
						LEG	
A0505	Head Housekeeper	25.45	8.40	7.56			41.41
	Head Kitchen Help						
Dredgemen							
*See per diem note on last page							
						L&M	
A0601	Assistant Engineer	40.76	10.35	13.00	1.00	0.10	65.26
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
						L&M	
A0602	Assistant Mate (deckhand)	39.60	10.35	13.00	1.00	0.10	64.10
						L&M	
A0603	Fireman	40.04	10.35	13.00	1.00	0.10	64.54
						L&M	
A0605	Leverman Clamshell	43.29	10.35	13.00	1.00	0.10	67.79
						L&M	
A0606	Leverman Hydraulic	41.53	10.35	13.00	1.00	0.10	66.03
						L&M	
A0607	Mate & Boatman	40.76	10.35	13.00	1.00	0.10	65.26
						L&M	
A0608	Oiler (dredge)	40.04	10.35	13.00	1.00	0.10	64.54
Electricians							
*See per diem note on last page							
						L&M	LEG
A0701	Inside Cable Splicer	41.27	13.90	13.88	0.95	0.20	70.35

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

Elevator Workers
*See per diem note on last page

A0802	Elevator Constructor	41.38	15.73	18.41	0.63		L&M 0.48	VAC 4.59 81.22
A0803	Elevator Constructor Mechanic	59.11	15.73	18.41	0.63		L&M 0.48	VAC 6.56 100.92

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SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Heat & Frost Insulators/Asbestos Workers								
*See per diem note on last page								
A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20		SAF 0.12	60.25
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20		SAF 0.12	60.25
A0904	Insulator, Group II	38.68	9.24	11.01	1.20		SAF 0.12	60.25
A0905	Fire Stop	38.68	9.24	11.01	1.20		SAF 0.12	60.25
IronWorkers								
*See per diem note on last page								
A1101	Ironworkers, including:	38.87	9.51	24.28	0.74		L&M 0.20 IAF 0.24	73.84
	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							
A1102	Helicopter	39.87	9.51	24.28	0.74		L&M 0.20 IAF 0.24	74.84
	Helicopter (used for rigging and setting)							
	Tower (energy producing windmill type towers to include nacelle and blades)							
A1103	Fence/Barrier Installer	35.37	9.51	23.93	0.74		L&M 0.20 IAF 0.24	69.99
A1104	Guard Rail Layout Man	36.11	9.51	23.93	0.74		L&M 0.20 IAF 0.24	70.73
A1105	Guard Rail Installer	36.37	9.51	23.93	0.74		L&M 0.20 IAF 0.24	70.99

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)								
*See per diem note on last page								
						L&M	LEG	
N1201	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							

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

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

						L&M	LEG	
N1202	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							
	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	
N1203	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							

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

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

						L&M	LEG	
N1203	Group III, including:	33.61	8.95	17.81	1.30	0.20	0.20	62.07

Multiplate
Plastic Welding
Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

						L&M	LEG	
N1204	Group IIIA	36.89	8.95	17.81	1.30	0.20	0.20	65.35

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

						L&M	LEG	
N1205	Group IV	21.28	8.95	17.81	1.30	0.20	0.20	49.74

Final Building Cleanup
Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	40.68	6.24	17.81	1.30	0.20	0.20	66.43

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

						L&M	LEG	
S1201	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

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

						L&M	LEG	
S1201	Group I, including:	31.71	8.95	17.81	1.30	0.20	0.20	60.17
	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							

						L&M	LEG	
S1202	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)							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

						L&M	LEG	
S1202	Group II, including:	32.71	8.95	17.81	1.30	0.20	0.20	61.17
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzlemans, 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	
S1203	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							
	Slurry Seal Squeegee Man							

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

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

S1203	Group III, including:	33.61	8.95	17.81	1.30	L&M 0.20	LEG 0.20	62.07
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Traffic Control Supervisor

Welding Certified (in connection with laborer's work)

S1204	Group IIIA	36.89	8.95	17.81	1.30	L&M 0.20	LEG 0.20	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

S1205	Group IV	21.28	8.95	17.81	1.30	L&M 0.20	LEG 0.20	49.74
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Final Building Cleanup

Permanent Yard Worker

S1206	Group IIIB	40.68	6.24	17.81	1.30	L&M 0.20	LEG 0.20	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

A1251	Millwright (journeyman)	40.77	10.08	12.28	1.10	L&M 0.40	0.05	64.68
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A1252	Millwright Welder	41.77	10.08	12.28	1.10	L&M 0.40	0.05	65.68
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Painters, Region I (North of N63 latitude)

*See per diem note on last page

N1301	Group I, including:	32.99	8.71	13.50	1.08	L&M 0.07		56.35
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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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

*See per diem note on last page

N1301	Group I, including:	32.99	8.71	13.50	1.08	L&M 0.07	56.35
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Brush
General Painter
Hand Taping
Hazardous Material Handler
Lead-Based Paint Abatement
Roll

N1302	Group II, including:	33.51	8.71	13.50	1.08	L&M 0.07	56.87
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Bridge Painter
Epoxy Applicator
General Drywall Finisher
Hand/Spray Texturing
Industrial Coatings Specialist
Machine/Automatic Taping
Pot Tender
Sandblasting
Specialty Painter
Spray
Structural Steel Painter
Wallpaper/Vinyl Hanger

N1304	Group IV, including:	39.64	8.71	16.37	1.05	0.05	65.82
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Glazier
Storefront/Automatic Door Mechanic

N1305	Group V, including:	28.63	8.71	5.02	0.83	0.07	43.26
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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

S1301	Group I, including :	30.33	8.71	14.15	1.08	L&M 0.07	54.34
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Brush
General Painter
Hand Taping
Hazardous Material Handler

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

*See per diem note on last page

S1301	Group I, including :	30.33	8.71	14.15	1.08		L&M 0.07	54.34
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Lead-Based Paint Abatement
Roll
Spray

S1302	Group II, including :	31.58	8.71	14.15	1.08		L&M 0.07	55.59
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General Drywall Finisher
Hand/Spray Texturing
Machine/Automatic Taping
Wallpaper/Vinyl Hanger

S1303	Group III, including :	31.68	8.71	14.15	1.08		L&M 0.07	55.69
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Bridge Painter
Epoxy Applicator
Industrial Coatings Specialist
Pot Tender
Sandblasting
Specialty Painter
Structural Steel Painter

S1304	Group IV, including:	39.85	8.71	15.41	1.08		L&M 0.07	65.12
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Glazier
Storefront/Automatic Door Mechanic

S1305	Group V, including:	28.63	8.71	5.02	0.83		L&M 0.07	43.26
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Carpet Installer
Floor Coverer
Heat Weld/Cove Base
Linoleum/Soft Tile Installer

Piledrivers

*See per diem note on last page

A1401	Piledriver	38.34	10.08	15.23	1.10		L&M 0.10	IAF 0.10	64.95
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Assistant Dive Tender
Carpenter/Piledriver
Rigger
Sheet Stabber
Skiff Operator

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

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Piledrivers								
*See per diem note on last page								
A1402	Piledriver-Welder/Toxic Worker	39.34	10.08	15.23	1.10	L&M 0.10	IAF 0.10	65.95
A1403	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	15.23	1.10	L&M 0.10	IAF 0.10	69.26
	Single Atmosphere Suit, Bell or Submersible Pilot							
A1404	Diver (working) **See note on last page	82.45	10.08	15.23	1.10	L&M 0.10	IAF 0.10	109.06
A1405	Diver (standby) **See note on last page	42.65	10.08	15.23	1.10	L&M 0.10	IAF 0.10	69.26
A1406	Dive Tender **See note on last page	41.65	10.08	15.23	1.10	L&M 0.10	IAF 0.10	68.26
A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	15.23	1.10	L&M 0.10	IAF 0.10	70.51
Plumbers, Region I (North of N63 latitude)								
*See per diem note on last page								
N1501	Journeyman Pipefitter	41.91	11.25	17.20	1.50	L&M 0.65	S&L	72.51
	Plumber							
	Welder							
Plumbers, Region II (South of N63 latitude)								
*See per diem note on last page								
S1501	Journeyman Pipefitter	41.00	11.13	15.02	1.55	L&M 0.20		68.90
	Plumber							
	Welder							
Plumbers, Region IIA (1st Judicial District)								
*See per diem note on last page								
X1501	Journeyman Pipefitter	38.82	13.37	11.75	2.50	L&M 0.24		66.68
	Plumber							
	Welder							
Power Equipment Operators								
*See per diem note on last page								
A1601	Group I, including:	41.53	10.35	13.00	1.00	L&M 0.10	0.05	66.03

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

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Power Equipment Operators								
*See per diem note on last page								
A1601	Group I, including:	41.53	10.35	13.00	1.00	0.10	0.05	66.03
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Belterete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							
	Cleaning Machine							
	Coating Machine							
	Concrete Hydro Blaster							
	Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))							
	(a) 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							

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

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

*See per diem note on last page

						L&M		
A1601	Group I, including:	41.53	10.35	13.00	1.00	0.10	0.05	66.03
	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)							
	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							

						L&M		
A1602	Group IA, including:	43.29	10.35	13.00	1.00	0.10	0.05	67.79
	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)							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Power Equipment Operators								
*See per diem note on last page								
A1603	Group II, including:	40.76	10.35	13.00	1.00	L&M		
						0.10	0.05	65.26
	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)							
	Skidder							
	Trenching Machines (under 16 inches)							
	Water/Waste Water Treatment Operator							
A1604	Group III, including:	40.04	10.35	13.00	1.00	L&M		
						0.10	0.05	64.54
	"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)							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Power Equipment Operators								
*See per diem note on last page								
		L&M						
A1604	Group III, including:	40.04	10.35	13.00	1.00	0.10	0.05	64.54
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							
		L&M						
A1605	Group IV, including:	33.83	10.35	13.00	1.00	0.10	0.05	58.33
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							
Roofers								
*See per diem note on last page								
		L&M						
A1701	Roofer & Waterproofer	44.62	11.75	3.91	0.81	0.10	0.06	61.25
		L&M						
A1702	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						
N1801	Sheet Metal Journeyman	48.64	11.50	14.11	1.65	0.12		76.02
	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							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

*See per diem note on last page

N1801	Sheet Metal Journeyman	48.64	11.50	14.11	1.65		L&M 0.12	76.02
	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

S1801	Sheet Metal Journeyman	43.20	11.50	14.09	1.68		L&M 0.43	70.90
	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							

Sprinkler Fitters

*See per diem note on last page

A1901	Sprinkler Fitter	47.25	10.23	17.85	0.52		L&M 0.25	76.10
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Surveyors

*See per diem note on last page

A2001	Chief of Parties	44.16	11.43	12.64	1.15		L&M 0.10	69.48
A2002	Party Chief	42.57	11.43	12.64	1.15		L&M 0.10	67.89

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

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Surveyors							
*See per diem note on last page							
A2003	Line & Grade Technician/Office Technician/GPS, Drones	41.97	11.43	12.64	1.15	L&M 0.10	67.29
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	39.85	11.43	12.64	1.15	L&M 0.10	65.17
A2006	Chain Person (for crews with more than 2 people)	35.51	11.43	12.64	1.15	L&M 0.10	60.83
Truck Drivers							
*See per diem note on last page							
A2101	Group I, including: 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 Bbbs and above)	40.94	11.43	12.64	1.15	L&M 0.10	66.26
A2102	Group 1A including: 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)	42.21	11.43	12.64	1.15	L&M 0.10	67.53
A2103	Group II, including: All Deltas, Commanders, Rollagons, & similar equipment Batch Trucks (8 yards & up) Batch Trucks (up to & including 7 yards)	39.68	11.43	12.64	1.15	L&M 0.10	65.00

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers							
*See per diem note on last page							
A2103	Group II, including:	39.68	11.43	12.64	1.15	L&M 0.10	65.00
	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						
	Turn-O-Wagon or DW-10 (not self loading)						
A2104	Group III, including:	38.86	11.43	12.64	1.15	L&M 0.10	64.18
	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)						
A2105	Group IV, including:	38.28	11.43	12.64	1.15	L&M 0.10	63.60
	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						

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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	
A2105	Group IV, including:	38.28	11.43	12.64	1.15	0.10		63.60
	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							
	Track Truck Equipment							
	Truck Vacuum Sweeper							
	Warehouseperson							
	Water Truck (Below 250 Bbls)							
	Water Truck (straight)							
	Water Wagon, Semi							

							L&M	
A2106	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

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)								
*See per diem note on last page								
N2201	Group I, including:	34.88	8.95	17.81	1.30	L&M	LEG	
	Brakeman					0.20	0.20	63.34
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							
N2202	Group II, including:	35.98	8.95	17.81	1.30	L&M	LEG	
	Burning & Cutting Torch					0.20	0.20	64.44
	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							
N2203	Group III, including:	36.97	8.95	17.81	1.30	L&M	LEG	
	Miner					0.20	0.20	65.43
	Retimberman							
N2204	Group IIIA, including:	40.58	8.95	17.81	1.30	L&M	LEG	
	Asphalt Raker, Asphalt Belly Dump Lay Down					0.20	0.20	69.04
	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							
N2206	Group IIIB, including:	44.75	6.24	17.81	1.30	L&M	LEG	
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)					0.20	0.20	70.50
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THR						
Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)								
*See per diem note on last page								
N2206	Group IIIB, including:	44.75	6.24	17.81	1.30	L&M 0.20	LEG 0.20	70.50
	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								
S2201	Group I, including:	34.88	8.95	17.81	1.30	L&M 0.20	LEG 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							
S2202	Group II, including:	35.98	8.95	17.81	1.30	L&M 0.20	LEG 0.20	64.44
	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							
S2203	Group III, including:	36.97	8.95	17.81	1.30	L&M 0.20	LEG 0.20	65.43
	Miner							
	Retimberman							
S2204	Group IIIA, including:	40.58	8.95	17.81	1.30	L&M 0.20	LEG 0.20	69.04
	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)							

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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

SECTION 00 5600 - FEDERAL LABOR STANDARDS

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

*See per diem note on last page

S2204	Group IIIA, including:	40.58	8.95	17.81	1.30	L&M 0.20	LEG 0.20	69.04
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Traffic Control Supervisor, DOT Qualified

S2206	Group IIIB, including:	44.75	6.24	17.81	1.30	L&M 0.20	LEG 0.20	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

A2207	Group I	45.68	10.35	13.00	1.00	L&M 0.10	0.05	70.18
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A2208	Group IA	47.62	10.35	13.00	1.00	L&M 0.10	0.05	72.12
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A2209	Group II	44.84	10.35	13.00	1.00	L&M 0.10	0.05	69.34
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A2210	Group III	44.04	10.35	13.00	1.00	L&M 0.10	0.05	68.54
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A2211	Group IV	37.21	10.35	13.00	1.00	L&M 0.10	0.05	61.71
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* 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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation



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: _____

We are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. labor.alaska.gov/estax

SECTION 00 6200 – COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT: JNU Fire Alarm Upgrade
CONTRACT NO: BE21-159

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.		\$

SECTION 00 6200 – COMPLIANCE CERTIFICATE AND RELEASE FORM

- 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 Project Manager 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 Project Manager for underutilization.

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 Contractor.

Firm Name Capacity: Contractor

Signed Name

Printed Name and Title

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

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

SECTION 00 6200 – COMPLIANCE CERTIFICATE AND RELEASE FORM

SUBCONTRACTOR COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT: JNU Fire Alarm Upgrade
CONTRACT NO: BE21-159

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.		\$

- 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).

SECTION 00 6200 – COMPLIANCE CERTIFICATE AND RELEASE FORM

- 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.

Firm Name Capacity: SUBCONTRACTOR

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 00 6200

GENERAL CONDITIONS OF THE CONTRACT – 00 7000

For the following Project: **JNU Fire Alarm Upgrade**
Juneau International Airport
1873 Shell Simmons Drive, Suite 200
Juneau, Alaska 99801

The Owner: **Juneau International Airport**
 City and Borough of Juneau

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GENERAL CONDITIONS OF THE CONTRACT – 00 7000

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General and Supplementary), drawings, specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect/Engineer and Contractor, (2) between the Owner and a subcontractor (of any tier), (3) between the Owner and Architect/Engineer or (4) between any persons or entities other than the Owner and Contractor.

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 THE PROJECT MANUAL

The project manual is a volume assembled for the Work that may include the bidding requirements, sample forms, Conditions of the Contract and specifications.

§ 1.1.8 OTHER DEFINITIONS

Advisory Circulars (ACs) - Informational documents produced by the Federal Aviation Administration to guide institutions, operations, and individuals within the aviation industry, as well as the general public. Advisory Circulars are intended to be informative in nature; however, they may describe actions or advice that the FAA expects to be implemented or followed.

Agreement - The written form, executed by the Contractor and Owner, legally binding the parties and covering the Work to be performed; other documents are attached to the form and made a part thereof as provided therein.

Airport Improvement Program (AIP) - A grant-in-aid program administered by the FAA.

Air operations area (AOA) - For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

GENERAL CONDITIONS OF THE CONTRACT – 00 7000

Airport - An area of land or water that is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas.

Architect - See Article 4.

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 bidder's offer or proposal submitted on the prescribed form setting forth the price or prices for the Work.

Change Order - See Article 7.

Construction Safety and Phasing Plan (CSPP) - The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

Contract and Contract Documents - Written documents covering the Work to be performed. The awarded contract shall include, but is not limited to the documents identified in the Agreement between Owner and Contractor.

Contractor - See Article 3.

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 Owner's Representative's recommendation of final payment.

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 parties to sign and deliver.

Engineer - See Article 4.

FAA - The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or its duly authorized representative.

Federal Specifications - The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

Furnish - To purchase and deliver to the project.

Inspector - A representative of the Owner or Architect/Engineer assigned to make necessary inspections, observations, and/or tests of the Work performed or being performed, or of the materials furnished or being furnished by the Contractor, but without authorization to make changes or interpretations of the Work.

Install - To set in place and make usable.

Milestone - A key or critical point in time for reference or measurement.

Modification - (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (2) a Construction Change Directive or (3) a written order for a minor change in the Work issued by the Owner.

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.

GENERAL CONDITIONS OF THE CONTRACT – 00 7000

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, and establishing the date of commencement of the Contract time.

Notice of Substantial Completion - A form signed by the Owner and the Contractor identifying that the Work is substantially complete and fixing the date of Substantial Completion.

Notice To Proceed - The written notice issued by the Owner to the Contractor authorizing the Contractor to proceed with the Work.

Orders – Guidance documents published by the FAA that outline procedures and regulatory requirements.

Owner and Owner's Representative – See Article 2.

Provide – To furnish, install, and/or to perform all work necessary to complete the Work.

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

Sponsor - A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

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

Subcontractor - See Article 5.

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

Taxiway - For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, hangars and terminal areas.

Underground Utilities - All pipelines, culverts, conduits, duct banks, cables, conductors, 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.

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

Working day - A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When Work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.2.4 If any portion of the Contract Documents is in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

- Permits from other agencies as may be required by law, excepting the definition of “permittee” in these permits.
- Modifications
- The Owner-Contractor Agreement;
- Addenda;
- Section 008000 – Supplementary General Conditions;
- Section 007000 – General Conditions of the Contract for Construction;
- Specifications – Embodying all other sections of the project manual;
- Drawings: as between schedules and information given on drawings, the schedules shall govern; as between written dimensions given on drawings and scaled measurements, the written dimensions shall govern; as between large-scale drawings and small-scale drawings, the larger scale shall govern;
- Performance Bond, Labor and Material Payment Bond.

All such conflicts shall be reported, in writing to the Owner’s Representative. Schedules, lists, indexes, tables, inventories, written instruction, written descriptions, summaries, statements, classifications, specifications, written selections or written designations, although appearing on the drawings, are deemed to be and are specifications as defined by this section. The principles as set forth herein shall not alter the provisions of Section 1.2.1.

In the event there is a conflict between or among any provisions within one of the component parts of the Contract Documents, the higher standard or more stringent requirement shall govern.

§ 1.2.5 Any material or operation specified by reference to published specifications of a manufacturer, published Advisory Circulars, a society, an association, a code or other published standard shall comply with requirements of the listed document and project specifications; as between referenced documents, the more stringent code or performance requirements shall govern. The Contractor, if requested, shall furnish an affidavit from the manufacturer certifying that the materials or products delivered to the Project meet the requirement specified.

§ 1.3 CAPITALIZATION

§ 1.3.1 Terms written with title capitalization in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents.

§ 1.4 INTERPRETATION

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

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

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

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS

§ 1.6.1 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.

§ 1.7 FEDERAL CONTRACT PROVISIONS

§ 1.7.1 The Contractor shall comply with and shall incorporate into all subcontracts all applicable federal contract provisions identified in the Supplementary General Conditions throughout the bidding, award, and performance of

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this Contract.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the City and Borough of Juneau, acting through its legally constituted officials, officers, or employees and is referred to throughout the Contract Documents as if singular in number. For purposes of this project, the Owner shall be the Juneau International Airport who, through its Manager, shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This person shall be titled the Owner's Representative and referred to in the Contract Documents as Owner or Owner's Representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Except for permits and fees, including those required under Section 3.7 that are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.2 Owner shall apply for, and obtain, a building permit for this project and shall pay for any inspection or review fees imposed by jurisdictional authorities under the building permit. In addition, the Owner shall utilize and pay for the services of an inspector for Work requiring "special inspections" as designated by the building permit.

§ 2.2.3 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.4 Unless otherwise provided in the Contract Documents, the Owner shall furnish the Contractor, free of charge, six 11"x17" sets of conformed drawings, and six copies of the conformed project manual.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

§ 2.5 OWNER'S RIGHT TO INSPECT RECORDS

§ 2.5.1 The Owner, or any of its duly authorized representatives, shall have the right to examine all project records and documents, including without limitation, all books, correspondence, reports, analyses, instructions, drawings, receipts, vouchers, memoranda, and all financial and accounting books, records, and data, including those related to cost or pricing for this Contract, all related Change Orders and Contract modifications, and all other documents of the Contractor and any tier Subcontractors that are directly pertinent to this specific Contract for the purpose of making

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an audit, examination, reproduction, excerpts, or transcriptions. All required records, as further described in Section 13.8, shall be retained by the Contractor and its Subcontractors after the Owner makes final payments and all other pending matters are closed.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative as identified in writing by the Contractor.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Before starting each portion of the Work, the Contractor shall carefully study and compare the various drawings and other Contract Documents relative to that portion of the Work, shall conduct utility locates and take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to Owner as a request for information.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Owner. This does not release the Contractor from the obligation to perform Work in conformance with all provisions of federal, state, and local laws and regulations.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Owner in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect/Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Owner.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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§ 3.3.2 The Contractor shall control its operations and the operations of its subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

- .1** When the Work requires the Contractor to conduct its operations within an AOA of the airport, the Work shall be coordinated with designated airport operations personnel (through the Owner) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Owner and until the necessary temporary marking and associated lighting is in place.
- .2** When the Work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided.

§ 3.3.3 The Contractor shall conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction

- .1** All of the Contractor's operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.
- .2** The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.
- .3** The Contractor is responsible for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.
- .4** No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner.

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

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

§ 3.3.6 The Contractor shall maintain the Work during construction and until the Work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items or within the lump sum, and the Contractor will not be paid an additional amount for such work.

§ 3.4 LABOR AND MATERIALS

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

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Owner and in accordance with a Change Order.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled

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in tasks assigned to them. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner, does not perform the Work in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the Owner 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 Owner. 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 Owner may suspend the Work by written notice until such orders are complied with.

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 Except as provided under Article 2.2, and unless otherwise provided in the Contract Documents, the Contractor shall cooperate with the Owner who will apply for, obtain, and pay for necessary building permits. The Contractor shall schedule and coordinate all necessary inspections and obtain all required certificates required by the building permit, even when such building permit is obtained by the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. Prior to commencement of construction activities the Contractor shall post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.5 Certified Payrolls. Any Contractor or Subcontractor who performs Work on a public construction Contract for the Owner shall file a certified payroll with the Alaska Department of Labor before the second Friday of every two weeks that covers the preceding two weeks. (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).

- .1** 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.
- .2** A Contractor or Subcontractor who performs Work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

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§ 3.7.6 Prevailing Wage Rates. 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 Section 3.7.5.2, 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.

- .1** 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's or Subcontractor's 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).
- .2** 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).

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the contract sum but not in the allowances;
- .3** whenever costs are more than or less than allowances, the contract sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Superintendent must have negotiating authority for contract modifications.

- .1** The Contractor shall provide written notification to the Owner before changing the project manager and/or superintendent during the course of construction.
- .2** If at any time the project manager and/or superintendent is not satisfactory to the Owner, the Contractor shall, if requested by the Owner, replace the project manager and/or superintendent with another that is satisfactory to the Owner.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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§ 3.10.2 The Contractor shall prepare and keep current, for the Owner's approval, a schedule of submittals that is coordinated with the Contractor's construction schedule and allows the Architect/Engineer and Owner reasonable time to review submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved shop drawings, product data, samples and similar required submittals. These shall be made available to the Owner at any time and shall be updated and submitted to the Owner as required by the Contract Documents.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

§ 3.12.4 Shop drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way that the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect/Engineer is subject to the limitations of Section 4.2.11. Informational submittals upon which the Architect/Engineer and Owner are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the A/E or Owner without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Owner shop drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals that are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer or Owner without action.

§ 3.12.6 By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that it has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Owner.

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

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data, samples or similar submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such written notice the Owner's approval of a resubmission shall not apply to such revisions.

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

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Activities not related to the execution of the Work, unless specifically permitted by the Owner, are prohibited.

§ 3.13.2 It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

- .1** The Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to its own operations and the operations of all subcontractors as specified in Article 3 Section 3.3. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in in applicable sections of the contract documents.
- .2** The Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.
- .3** When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices at muted.fhwa.dot.gov, unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

§ 3.13.3 The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work until their removal is directed by the Owner. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 4 feet apart.

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For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the Work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

§ 3.16.1 The Contractor shall provide the Owner and Architect/Engineer access to the Work in preparation and progress wherever located. The Contractor shall provide safe facilities for such access so the Owner and A/E may perform their functions under the Contract Documents.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the Owner, its Architect/Engineer (A/E), consultants, subconsultants and the officers, directors, employees, and agents of each and either 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 or any performance of the Work by subcontractors, their agents, and their employees, but not from the sole negligence or willful misconduct of the Owner and/or its A/E. Such indemnification by the Contractor and its subcontractors, their agents, and their employees shall include but not be limited to the following:

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- .1** Liability or claims resulting directly or indirectly from the negligence or carelessness 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;
- .2** Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the Owner and/or the A/E;
- .3** Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree;
- .4** Liability or claims arising directly or indirectly from the use or manufacture of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this contract;
- .5** Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner, its A/E, its consultants, subconsultants and the officers, directors, employees, and agents, or any other parties;
- .6** Liabilities or claims arising directly or indirectly from willful or criminal misconduct; and,
- .7** Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

§ 3.18.2 The Contractor shall reimburse the Owner for all costs and expenses, (including but not limited to fees and charges of Architect/Engineer, attorneys, and other professionals and court costs including all costs of appeals) incurred by the Owner in enforcing the provisions of this section.

§ 3.18.3 The indemnification obligation under this section 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.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 OWNER'S REPRESENTATIVE, AND ARCHITECT/ENGINEER

§ 4.1.1 The Owner's Representative will be the Owner's agent to the Contractor with respect to the project during construction and until the issuance of the final Certificate for Payment. The Owner's communications with the Contractor will be through the Owner's Representative, who will have full authority to act on behalf of the Owner with regard to all aspects of the construction of the project.

§ 4.1.2 Nothing contained within the Contract Documents shall create any contractual relationship between the Owner's Representative and the Contractor.

§ 4.1.3 Architect or Engineer

- .1** For purposes of this contract, the Architect or Engineer (A/E) is the person performing services on behalf of the Owner, and lawfully licensed to practice architecture or engineering, or an entity lawfully practicing architecture or engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- .2** For purposes of the Contract Documents, references to the Architect may include sub consultants of multiple tiers who are lawfully licensed to practice disciplines included in the Work including, but not limited to civil, structural, mechanical, and electrical engineering. Similarly, references to the Engineer may include sub consultants of multiple tiers who are lawfully licensed to practice disciplines included in the Work including, but not limited to architecture, civil, structural, mechanical, and electrical engineering.
- .3** Nothing contained within the Contract Documents shall create any contractual relationship between the A/E and the Contractor.

§ 4.2 OWNER'S REPRESENTATIVE'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Owner's Representative will provide administration of the Contract as described in the Contract Documents, and will be the Owner's agent (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2.

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The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The office of the Owner's Representative will be located at or near the project site for the duration of construction. The Owner's Representative and associated staff will observe the Work (1) to monitor the progress and quality of the Work, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, and (4) to keep the Owner informed about the progress and quality of the Work. However, the Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Representative will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.

§ 4.2.3 The Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner's Representative will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors of any tier, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner, Architect/Engineer, and Contractor shall communicate with each other through the Owner's Representative about matters arising out of, or relating to the Contract. Communications by and with the A/E's consultants shall be through the A/E. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 4.2.5 Upon presentation of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor and will approve the Applications for Payment in such amounts.

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

§ 4.2.7 The Owner's Representative will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.8 The Owner's Representative will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will approve the final Application for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.9 The Owner's Representative will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Owner or Contractor. The Owner's Representative's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Owner's Representative shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Owner's Representative to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.10 Interpretations and decisions of the Owner's Representative will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making

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such interpretations and initial decisions, the Owner's Representative will endeavor to secure faithful performance by both Owner and Contractor.

§ 4.2.11 SERVICES OF THE ARCHITECT OR ENGINEER (A/E)

- .1** The Architect or Engineer (A/E) will provide certain contract administration services as hereinafter described.
- .2** Should errors, omissions, or conflicts in the drawings, specifications, or other contract documents provided by the A/E be discovered, the A/E will prepare such amendments or supplementary documents and provide consultation as may be required.
- .3** The A/E and its sub-consultants will visit the site at intervals appropriate to the stage of construction to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Unless otherwise provided in the Owner-A/E Agreement, the A/E and its sub-consultants will not be required to make exhaustive or continuous on-site inspection or observations to check the quality or quantity of the Work, but they shall make as many on-site inspections and observations as may reasonably be required to fulfill their obligations to the Owner. On the basis of such on-site observation, the A/E and its sub-consultants shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
- .4** The A/E will render written field reports to the Owner in the form required by the Owner relating to the periodic visits and inspections of the Project required by Section 4.2.11.
- .5** The A/E will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and the A/E will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The A/E will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- .6** The A/E shall at all times have access to the Work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the A/E may perform its functions under the Contract Documents.
- .7** As required, the A/E will render to the Owner interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon.
- .8** All communications, correspondence, submittals, and documents exchanged between the A/E and the Contractor in connection with the Project shall be through or in the manner prescribed by the Owner.
- .9** All interpretations and decisions of the A/E will be consistent with the intent of and reasonably inferable from the Contract Documents.
- .10** The A/E's decision in matters relating to aesthetic effect will be final if consistent with the intent of the Contract Documents and approved by the Owner.
- .11** If the A/E observes any Work that does not conform to the Contract Documents, the A/E shall promptly report in writing this observation to the Owner. The A/E will prepare and submit to the Owner lists of the Contractor's Work that is not in conformance with the Contract Documents.
- .12** The A/E will review and make a recommendation to the Owner of appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The A/E's review will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the A/E's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The A/E's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures. The A/E's recommendation for approval of a specific item shall not indicate recommendation of approval of an assembly of which the item is a component.

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- .13** The Owner will establish procedures to be followed by the A/E for review and processing of all shop drawings, catalog submittals, project reports, test reports, maintenance manuals, and other necessary documentation.
- .14** The A/E may assist the Owner in conducting inspections to determine the dates of Substantial Completion and Final Completion, and the Owner will issue a Certificate of Substantial Completion and a Certificate of Final Completion.
- .15** In case of the termination of the A/E, the Owner may appoint an alternate person who is appropriately licensed to assume all of the services of the A/E thereafter.
- .16** If the Owner and A/E agree, the A/E may provide one or more project representatives to assist in carrying out the A/E's responsibilities at the site. Such responsibilities may include, but are not limited to inspection, testing, and specialized construction observation. The assistant project representative, inspector, or other such assigned personnel shall have no authority to interpret or direct the Work unless authorized in writing by the Owner.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes all other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. All Claims must be initiated by written notice within the time limits provided in Section 4.3.2. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes, or should reasonably have recognized, the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7. and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than the time limits provided in 4.3.2. The Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the contract sum or contract time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall so notify the Contractor in writing, stating the reasons, and the Claim shall be denied.

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

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Owner, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Owner, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section .

§ 4.3.7 Claims for Additional Time

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- .1** If the Contractor wishes to make Claim for an increase in the contract time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
- .2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The Contractor shall, within 10 days of the beginning of any such delay, notify the Owner in writing of the cause of delay and request an extension of contract time. The Owner will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Owner'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.

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 14 days after discovery or when discovery reasonably should have been made. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

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

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

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

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of Owner. All Claims of this Contract shall be promptly brought to the Owner's Representative for analysis and consideration. The Contractor shall strictly follow the process outlined by the Owner for resolving claims and disputes, and shall not initiate or respond to alternative resolution processes, unless agreed to by both the Owner and the Contractor and incorporated into a Change Order. Once the Contractor has delivered a Claim, the Owner shall promptly analyze the Claim, fairly considering all aspects of the Claim in terms of the Contract Documents. The Owner shall then render an opinion in writing. The Owner will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Owner's Representative will review Claims and within fifteen days of the receipt of the Claim and take one or more of the following actions: (1) request additional supporting data from the Contractor or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, or (4) suggest a compromise.

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

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§ 4.4.4 If the Owner requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within fifteen days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Owner when the response or supporting data will be furnished or advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 4.4.5 The Owner will approve or reject Claims by written decision that shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Owner shall be final and binding on the parties.

§ 4.4.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.5 DISPUTE RESOLUTION BOARD

§ 4.5.1 If, and as provided in Supplementary General Conditions, this contract shall be subject to Dispute Resolution Board procedures.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2.1 As stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection. Periodic submittals of the list of Subcontractors to the Owner are required. A final list of subcontractors and subcontract amounts will be required prior to Final Payment.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, that the Contractor, by these documents, assumes toward the Owner and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and

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Architect/Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with subcontractors of all tiers. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed subcontractors at all tiers.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

§ 6.1.2 The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA facility, or a utility service of another government agency at any time during the progress of the Work.

Should the Owner of public or private utility service, FAA, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the Work, the Contractor shall cooperate with such Owners by arranging and performing the Work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such Work by others is listed above. When ordered as extra Work by the Owner, the Contractor shall make all necessary repairs to the Work that are due to such authorized Work by others, unless otherwise provided for in the contract. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized Work by others or for any delay to the Work resulting from such authorized Work.

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

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

§ 6.1.5 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations

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and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Without invalidating the Contract 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 Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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

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

§ 7.2 CHANGE ORDERS

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

- .1 change in the Work;
- .2 the amount of the adjustment in the contract sum including unit price quantities; and
- .3 the extent of the adjustment, if any, in the contract time.

§ 7.2.2 Methods used in determining adjustments to the contract sum may include those listed in Section 7.3.

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§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1** mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2** application of adjusted unit prices stated in the Contract Documents or subsequently agreed upon;
- .3** cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** as provided in Section 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the contract sum or contract time.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in contract sum and contract time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If prior to the commencement of the Work the Contractor has not provided a lump sum price, or the Contractor and the Owner have not agreed on a lump sum price as described in Section 7.3.3, the price shall be established in one of the following ways, as determined by the Owner.

- .1** on a lump sum basis following completion of the Work. The lump sum price shall be properly itemized in accordance with Sections 7.3.7 and 7.3.8 and supported by sufficient data to permit evaluation;
- .2** on a time and material basis, with or without a maximum not-to-exceed price, at the discretion of the Owner. Costs will be accumulated on a time and material basis as described in Sections 7.3.7 and 7.3.9 and presented daily (the day after the Work is performed) for approval by the Owner on the forms provided by the Owner. The daily report will be signed by the Contractor and the Owner.

§ 7.3.7 Cost substantiation for Work proceeding on a lump sum or time and material basis. In accordance with Section 7.3.6, the Contractor shall provide a detailed breakdown of the costs as described in this section and submit the costs and substantiating data in a proposal to the Owner:

- .1** Excluded Costs. The following shall not be considered by the Owner for compensation to the Contractor:
 - A.** 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 this section, all of which are to be considered administrative costs covered by the Contractor's fee.
 - B.** Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
 - C.** Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

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- D. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered this section).
 - E. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - F. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in this section.
- .2 Direct costs. These shall be limited to 1) cost of materials, as described below under “Materials,” 2) cost of labor as described below under “Labor Rates,” 3) rental rate including fuel and maintenance for any power tools valued at over \$3,000 and equipment as described below under “Equipment Rates,” and 4) bond premiums and additional cost of Builder’s Risk Insurance, at rates equal to the amount billed for the base contract or the actual rate as supported by an invoice.
- .3 Equipment Rates. The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the “Rental Rate Blue Book”. 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 “Rental Rate Blue Book”, an equitable rental rate for the equipment will be established by the Owner. The Contractor may furnish cost data which might assist the Owner in the establishment of the rental rate.
- A. All equipment shall, in the opinion of the Owner, be in good working condition and suitable for the purpose for which the equipment is to be used.
 - B. 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 Owner a description of the equipment and its identifying number.
 - C. Unless otherwise specified, manufacturer’s ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 - D. 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.
 - E. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - F. 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 “Rental Rate Blue Book” available at www3.equipmentwatch.com or contact Equipment Watch at (800) 669-3282. Rental rates for equipment not covered under this reference shall be comparable to the lowest, commercially available rental rate for similar equipment in the area of the Project
- .4 Equipment on the Project 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 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.
- A. 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.
 - B. 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.

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- C. 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, set forth as follows:
 - i. Payment for the equipment will be made in accordance with the provisions in Section 7.3.
 - ii. 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 Section 7.3.7.5, 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.
 - iii. 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 Sections 7.3.8 and 7.3.9.
- .5 Labor Rates. 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, workers' 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 Sections 7.3.8 and 7.3.9.
- .6 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:
 - A. 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.
 - B. 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 Owner. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
 - C. 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.
 - D. If in the opinion of the Owner 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.
- .7 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:
 - A. 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 Owner, 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.
 - B. 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,

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be accepted as Specialty Work and accordingly, the invoices for the Work may be accepted without detailed itemization.

- C. 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 Sections 7.3.8 and 7.3.9, herein, an allowance of 5 percent will be added to invoices for specialty Work.

- .8 Sureties. All Work performed hereunder shall be subject to all of the provisions of the Contract Documents and the Contractor's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety Bonds or supplemental surety Bonds shall be submitted to the Owner for review prior to the performance of any Work hereunder.

§ 7.3.8 Contractor's Fee for Work proceeding on a lump sum basis. The Contractor shall apply a combined percentage rate to the direct costs to compensate the Contractor for additional overhead and profit associated with a Change in the Work. The combined rate to the Owner of any change shall not exceed the rates set forth in the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, up to fifteen percent (15%) of direct costs.
- .2 For each subcontractor, for Work performed by the subcontractor's forces, up to fifteen percent (15%) of direct costs.
- .3 For the Contractor, for work performed by subcontractors, up to ten percent (10%) of the Subcontractors direct costs.
- .4 For the subcontractor, for Work performed by subcontractors of all tiers, up to ten percent (10%) of the sub-subcontractor's direct costs.
- .5 The total Contractor and all subcontractors' overhead and profit allowance shall not exceed twenty-five percent (25%) of direct costs.
- .6 To the sum of the costs and Contractor fees provided for in this section, one percent (1%) shall be added as compensation for bonds.

§ 7.3.9 Contractor's Fee for Work proceeding on a time and materials basis. The Contractor shall apply a combined percentage rate to the direct costs to compensate the Contractor for additional overhead and profit associated with a Change in the Work. The combined rate to the Owner of any change shall not exceed the rates set forth in the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, up to ten percent (10%) of direct costs.
- .2 For each subcontractor, for Work performed by the subcontractor's forces, up to ten percent (10%) of direct costs.
- .3 For the Contractor, for work performed by subcontractors, up to five percent (5%) of the subcontractors direct costs.
- .4 For the subcontractor, for Work performed by subcontractors of all tiers, up to five percent (5%) of the sub-subcontractor's direct costs.
- .5 The total Contractor and all subcontractors' overhead and profit allowance shall not exceed twenty percent (20%) of direct costs.
- .6 To the sum of the costs and Contractor fees provided for in this section, one percent (1%) shall be added as compensation for bonds.

§ 7.3.10 Adjustment of Quantities. The Owner is authorized to make such adjustments in the Work as may increase or decrease the originally awarded contract quantities of unit price components, provided that the aggregate of such adjustments does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations in accordance with the unit price offered in the bid.

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

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§ 7.3.12 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in applications for payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Owner will make an interim determination for purposes of monthly approval of payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

§ 7.3.13 When the Owner and Contractor agree with the adjustments in the contract sum and contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Owner may order minor changes in the Work not involving adjustment in the contract sum or extension of the contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

§ 8.1.3 The date of Substantial Completion is the date certified by the Owner in accordance with Section 9.8.

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

§ 8.1.5 The term non-working day as may be used in the Contract Documents shall mean Sunday, a recognized holiday, a day on which the Contractor is specifically required to suspend construction operations or a day on which a suspension order is in effect. The legal holidays of the City & Borough of Juneau occur on:

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the contract time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, epidemics, quarantine restrictions, unusually severe weather, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner dispute resolution, or by other causes that the Owner determines may justify delay, then the contract time shall be extended by Change Order for such reasonable time as the Owner may determine. The Owner shall not be required to pay additional compensation to the Contractor for such unforeseeable causes that are beyond the Contractor's control, or for possible impacts to the Contractor for responding to such unforeseeable causes.

§ 8.3.2 No additional Contract time or additional compensation will be allowed due to delays caused by or suspensions ordered due to failure to correct unsafe conditions for the workers or the public; adverse weather that is not unusually severe; failure to carry out Contract provisions; failure to carry out orders given by the Owner's Representative; or failure to timely obtain materials, equipment, or services. The Contractor shall notify the Owner's Representative as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a request for a time extension under this section. The Contractor shall submit a request for a time extension within 10 days of the act or occurrence, and if an agreement is not reached, the Contractor may submit a Claim.

§ 8.3.3 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 8.3.4 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 BASIS OF PAYMENT

§ 9.2.1 Prior to the Preconstruction Conference, as required by the Contract Documents, the Contractor shall submit to the Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require, and in accordance with other provisions of the Contract Documents. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

- .1** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:
(a) with first pay request, 25%; (b) when 25% or more of the original contract is earned, an additional 25%; (c) when 50% or more of the original contract is earned, an additional 40%; (d) after Final Inspection, staging area clean-up and delivery of all Project Closeout materials, the final 10%.

§ 9.2.2 For Unit Price contracts, all work completed under the contract will be measured by the Owner using United States Customary Units of Measurement or the International System of Units. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

- .1** Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Owner.

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- .2 Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
- .3 Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.
- .4 In computing volumes of excavation the average end area method or other acceptable methods will be used.
- .5 The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
- .6 The term “ton” will mean the short ton consisting of 2,000 lb avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Owner. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Owner directs.
- .7 Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
- .8 When requested by the Contractor and approved by the Owner in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.
- .9 Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts or ASTM D633 for tars.
- .10 When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.
- .11 Cement will be measured by the ton or hundredweight.
- .12 Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
- .13 The term “lump sum” when used as an item of payment will mean complete payment for the Work described in the contract. When a complete structure or structural unit (in effect, “lump sum” Work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
- .14 Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the Work.
- .15 When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
- .16 Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning Work and at such other times as requested by the Owner. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted. Scales must be tested for accuracy and serviced before use at a new site. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

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§ 9.2.3 When the estimated quantities for a specific portion of the Work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Owner. If revised dimensions result in an increase or decrease in the quantities of such Work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 On a monthly basis, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

- .1** As provided in Section 7.3.12, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.
- .2** Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- .3** The Contractor may be required, through other provisions of the Contract Documents, to submit additional reports or documents with the application.

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

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

§ 9.4 APPROVAL OF APPLICATIONS FOR PAYMENT

§ 9.4.1 The Owner will, within seven days after receipt of an acceptable Application for Payment from the Contractor, either issue approval of such amount as properly due, or notify the Contractor in writing of the reasons for withholding approval in whole or in part as provided in Section 9.5.

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

§ 9.4.3 The Owner may refuse to make payment of the full amount because claims have been made against the Owner or the Using Agency on account of the Contractor's performance of the Work or Liens have been filed in connection

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with the Work or there are other items entitling the Owner to a credit against the amount recommended, but the Owner or the Using Agency, acting through the Owner's Representative, must give the Contractor written notice within 7 days stating the reasons for such action.

§ 9.5 DECISIONS TO WITHHOLD APPROVAL OF APPLICATIONS FOR PAYMENT

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Owner has approved an application for payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

§ 9.6.2 The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such subcontractor's portion of the Work, the amount to which said subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to subcontractors at all tiers in a similar manner.

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

§ 9.6.4 The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the contract sum, payments received by the Contractor for Work properly performed by subcontractors and suppliers shall be held by the Contractor for those subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability

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or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Owner does not approve an application for payment or notify the Contractor that such approval will be withheld, through no fault of the Contractor, within seven days after receipt of the Contractor's application for payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents the amount approved, then the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The contract time shall be extended appropriately and the contract sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and an official Certificate of Occupancy has been issued by the authority having jurisdiction.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall allow a minimum of two working days for this inspection. If the Owner's inspection discloses any item, whether or not included on the Contractor's list that is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion. In the event that a third or subsequent inspection is required, the Owner reserves the right to charge the Contractor for the cost of such inspections.

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. No portion of the Work may be opened by the Contractor for public use until ordered by the Owner in writing. Should it become necessary to open a portion of the Work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner, such portion of the Work is in an acceptable condition to support the intended traffic or activity. Temporary or intermittent openings for airfield traffic (aircraft and vehicles) are considered to be inherent in the work and shall not constitute either acceptance of the portion of the Work so opened or a waiver of any provision of the contract. Any damage to the portion of the Work so opened that is not attributable to traffic or activity that is permitted by the Owner shall be repaired by the Contractor at its own expense.

The Contractor shall make its own estimate of the inherent difficulties involved in completing the Work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract Work.

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner, the Architect/Engineer, and the Using Agency will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly approve the final Application for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the aforementioned on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. After acceptance of the Work by the Owner, 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, and described within the Agreement.
- .2** If items of Work are determined by the Owner to have been left uncompleted or uncorrected between the date of Substantial Completion and the date of Final Completion, and the Owner decides to issue a Certificate of Final Completion leaving those Work items incomplete or uncorrected, the following deduction may be made from the final payment: Two times the value of outstanding items of correction Work or Substantial Completion list items yet uncompleted or uncorrected, as applicable. 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.

The Owner's approval of the final Application for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and

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reasonable attorneys' fees.

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

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

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

§ 9.10.5 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

§ 9.10.6 Release Of Retainage And Other Deductions. 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 Contract, less any deductions to cover pending claims against the Owner or Using Agency pursuant to Section 9.4.3.

- .1** 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 Final Completion. Upon expiration of the 45 days, referred to in Section 9.10.6, the amounts withheld pursuant to the provisions of Section 9.10.1 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 two times the value of such remaining uncompleted or uncorrected items.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

- .1** Unless otherwise specified in this subsection, the Contractor is advised that the site of the Work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should the Contractor encounter, during its operations, any part of a building, structure, or object that

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is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Owner. The Owner will immediately investigate the Contractor's finding and direct the Contractor to either resume operations or to suspend operations as directed. Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra Work, such shall be covered by an appropriate contract change order.

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

- .1** All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.
- .2** The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures. No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner.

§ 10.2.4 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. A Material Safety Data Sheet shall be requested by the Contractor from the manufacturer of any hazardous product used, and 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. 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.

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

§ 10.2.6 The Contractor shall designate a qualified and responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be approved by the Owner.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the

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presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not the Contractor has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 10.3.3 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

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

§ 10.4 ENVIRONMENTAL PROTECTION

§ 10.4.1 The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

§ 10.4.2 The Contractor shall control storm water in accordance with current Alaska Department of Environmental Conservation Construction General Permit requirements for storm water control, and as described elsewhere in the contract documents.

§ 10.5 EMERGENCIES

§ 10.5.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 INSURANCE

§ 11.1.1 The Contractor shall purchase and maintain the insurance required under this section. 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 Section 12.2, but the Contractor's liabilities under this Contract shall not be deemed limited in any way to the insurance coverage required. Policies shall also specify insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the Owner. **Failure by the Contractor to keep such insurance in effect for the time period specified shall be deemed defective Work and resolved in accordance with the Contract Documents.**

§ 11.1.2 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.

§ 11.1.3 The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to the Owner. **All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the Owner, Using Agency, their 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:

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- .1 Workers' Compensation and Employer's Liability. This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. This policy shall include an "all states" endorsement. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected. **Contractor agrees to waive all rights of subrogation against the Owner for work performed under Contract.**

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.

- .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 Insurance. The Contractor shall require and verify that each of its subcontractors maintain insurance meeting all of the requirements stated herein, unless specifically exempted from a required coverage. Subcontractor insurance coverage shall be of the type and in the amounts specified in the Supplementary General Conditions or Contractor shall insure the activities of its Subcontractors under the Contractor's own policy, in like amount.
- .5 Builder's Risk. This insurance shall be of the "all risks" type and shall be written in completed value form, and shall protect the Contractor, the Owner, and the Using Agency 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, the Owner, and the Using Agency, 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 Using Agency. The Builder's Risk policy shall insure against risks of direct physical loss or damage to property from any external cause. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

§ 11.2 PERFORMANCE BOND AND PAYMENT BOND

§ 11.2.1 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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§ 11.2.2 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.

§ 11.2.3 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.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

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

§ 12.2.2 After Substantial Completion. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, work quality, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier. If, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the State of Alaska. 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 Owner. The Contractor shall indemnify, defend, and hold harmless the Owner, the Using Agency, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, 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.

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.

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Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.

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

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

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

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

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

§ 13.5.7 For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the Contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract Work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the Contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this Contract shall be construed as making the Federal Government a party to the Contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

§ 13.6 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.6.1 As between the Owner and Contractor:

- .1** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2** Between Substantial Completion and Final Completion. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the date of Final Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of Final Completion; and
- .3** After Final Completion. As to acts or failures to act occurring after the relevant date of Final Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of

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the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

§ 13.7 RETENTION AND INSPECTION OF RECORDS

§ 13.7.1 Record Retention and Maintenance. The Contractor shall keep and maintain in safe condition full and accurate records of all costs incurred and items billed and all other project records and documents relating to performance, communications, and correspondence in connection with the performance of the Work under this Contract, which records and documents shall be open to review, examination, reproduction or audit by the Owner or its authorized representatives during performance of the Work and until three years after final payment and all other pending matters are closed.

§ 13.7.2 Subcontractor Records. The Contractor shall make it a condition of all subcontracts of all tiers relating to the Work under this Contract that any and all subcontractors of all tiers will keep accurate records of costs incurred and items billed in connection with their Work and that such records shall be open to review, examination, reproduction or audit by the Owner or its authorized representatives during performance of the Work and until three years after final payment under the subcontract and all other pending matters are closed.

§ 13.7.3 Availability. The Contractor shall make available at its business office upon request at all reasonable times the materials described in Sections 2.5 including materials of both the Contractor and its subcontractors, for review, examination, reproduction, or audit for a period of three years after final payment under this Contract and all other pending matters are closed.

§ 13.7.4 Termination. If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for three years after any resulting final termination settlement.

§ 13.7.5 Claims and Appeals. Records pertaining to any Claims or appeals submitted pursuant to Sections 4.3, 4.4 and 4.5 or otherwise arising from or relating to the performance of Work under this Contract shall be made available until such appeals are finally concluded. Such documents or records shall be made available to the Owner or its duly authorized representatives within thirty days of the Owner's request.

§ 13.7.6 Subcontracts. The Contractor shall include the provisions of Section 13.8 in all subcontracts so as to be binding on all subcontractors.

§ 13.7.7 Cost or Pricing Data. If the Contractor has submitted cost or pricing data in connection with the pricing of any Change Order or modification to this Contract, unless pricing was based on (1) adequate price competition, (2) established catalog or market price of commercial items sold in substantial quantities to the general public, or (3) prices set by law or regulation, the Owner shall have the right to audit all books, records, documents and other data of the Contractor, including computations and projections, related to negotiating, pricing or performing the Change Order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data.

§ 13.8 GRATUITY AND CONFLICT OF INTEREST

§ 13.8.1 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 City and Borough of Juneau or the Using Agency, nor will the Contractor rent or purchase any equipment or materials from any employee or elected official of the City and Borough of Juneau or the Using Agency, or to the best of the Contractor's knowledge, from any agent of any employee or elected official of the City and Borough of Juneau or the Using Agency. 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.

§ 13.9 COST REDUCTION INCENTIVE

§ 13.9.1 At any time within 30 days after the date of the Notice of Award, the Contractor may submit to the Owner in writing, proposals for modifying the drawings, 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.

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§ 13.9.2 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 affected by the proposed changes including any quantity variations.
6. A description and estimate of costs the Owner may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the Owner.

§ 13.9.3 The provisions of this section shall not be construed to require the Owner to consider any cost reduction proposal that 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.

§ 13.9.4 If a cost reduction proposal is similar to a change in the drawings 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.

§ 13.9.5 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.

§ 13.9.6 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.

§ 13.9.7 If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a Contract Change Order that specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the drawings and specifications that 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.

§ 13.9.8 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 may be reduced by an amount equal to the time savings realized.

§ 13.9.9 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.

§ 13.9.10 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.

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§ 13.9.11 The Contractor shall bear the costs, if any, to revise all bonds and insurance requirements for the project, to include the cost reduction Work.

§ 13.10 USE OF THE CBJ GRAVEL PIT

§ 13.10.1 The City and Borough of Juneau (CBJ) may make unclassified material available to Contractor, from the CBJ gravel pit, at a rate less than that charged to other customers. Contractor is not required to use material from the CBJ gravel pit and the CBJ makes no guarantee as to the quantity or quality of the available material.

§ 13.10.2 If Contractor proposes to use material from the CBJ gravel pit, Contractor must meet all requirements for use of the CBJ gravel pit as determined by the CBJ Engineering Department, Gravel Pit Management. Additional information is available at (907) 586-0884.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 because the Owner has not approved an application for payment and has not notified the Contractor of the reason for withholding approval as provided in Section 9.4, or
- .4 because the Owner has not made payment on an approved application for payment within the time stated in the Contract Documents.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the

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Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

END OF SECTION 00 7000

SECTION 00 8000 - SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

SGC 1: ADD the following to § 1.7 FEDERAL CONTRACT PROVISIONS

§ 1.7.1 ACCESS TO RECORDS AND REPORTS. (2 CFR § 200.326, 2 CFR § 200.333) The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

§ 1.7.2 BUY AMERICAN PREFERENCES. (49 USC § 50101) The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. The appropriate Buy American Certification presented with the Bid shall be fulfilled through the execution of the Work.

§ 1.7.3 CIVIL RIGHTS – GENERAL. (49 USC § 47123) The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

§ 1.7.4 TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS. (49 USC § 47123)

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the Work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor of the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

SECTION 00 8000 - SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

- b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

§ 1.7.5 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES. (49 USC § 47123) During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation - Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

§ 1.7.6 DISADVANTAGED BUSINESS ENTERPRISE. (49 CFR part 26) The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Juneau International Airport to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

SECTION 00 8000 - SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

- .1 Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Contractor from future bidding as non-responsible.
- .2 Prompt Payment (§26.29) - The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City and Borough of Juneau. The prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City and Borough of Juneau. This clause applies to both DBE and non-DBE subcontractors.

§ 1.7.7 ENERGY CONSERVATION REQUIREMENTS. (2 CFR § 200, Appendix II(H)) Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

§ 1.7.8 FEDERAL FAIR LABOR STANDARDS ACT. (29 U.S.C. § 201, *et seq.*) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

§ 1.7.9 OCCUPATIONAL SAFETY AND HEALTH ACT. (20 CFR part 1910) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

§ 1.7.10 VETERAN'S PREFERENCE. (49 USC § 47112(c) In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

§ 1.7.11 COPELAND ANTI – KICKBACK ACT. (2 CFR § 200, Appendix II(D), 29 CFR Parts 3 & 5) Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered Work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

§ 1.7.12 DAVIS-BACON REQUIREMENTS. (2 CFR § 200, Appendix II(D), 29 CFR Part 5)

- .1 Minimum Wages

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(i) All laborers and mechanics employed or working upon the site of the Work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- .2 Withholding. The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- .3 Payrolls and basic records.
 - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and

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social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable

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- apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.
- .5 Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- .6 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- .7 Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- .8 Compliance With Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- .9 Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- .10 Certification of Eligibility.
- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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§ 1.7.13 DISTRACTED DRIVING. (Executive Order 13513, DOT Order 3902.10) In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

§ 1.7.14 EQUAL OPPORTUNITY. (2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, part 60-4, Executive Order 11246) During the performance of this contract, the contractor agrees as follows:

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- .2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- .3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- .4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- .5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- .6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- .7 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

§ 1.7.15 EQUAL OPPORTUNITY SPECIFICATIONS. (2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, part 60-4, Executive Order 11246)

1. As used in these specifications:

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- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where

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possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities

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to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

.9 A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

.10 The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

.11 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

.12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

.13 The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

.14 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

§ 1.7.16 PROHIBITION AGAINST SEGREGATED FACILITIES. (41 CFR 60)

SECTION 00 8000 - SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

§ 1.7.17 PROCUREMENT OF RECOVERED MATERIALS. (2 CFR § 200.322, 40 CFR part 247) Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

§ 1.7.18 TAX DELINQUENCY & FELONY CONVICTIONS. (2014 Consolidated Appropriations Act, Title IV, Division L, Sections 415 & 416) Bidders must complete two certification statements regarding its current status as it relates to tax delinquency and felony conviction. The certification statements are located in Section 00 4311 of the Bidding Requirements section of the contract documents.

§ 1.7.19 TERMINATION OF CONTRACT FOR CONVENIENCE. (2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09) The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- .1 Contractor must immediately discontinue Work as specified in the written notice.
- .2 Terminate all subcontracts to the extent they relate to the Work terminated under the notice.
- .3 Discontinue orders for materials and services except as directed by the written notice.
- .4 Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed Work, supplies, equipment and materials acquired prior to termination of the Work and as directed in the written notice.
- .5 Complete performance of the Work not terminated by the notice.
- .6 Take action as directed by the Owner to protect and preserve property and Work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable Work executed in accordance with the contract documents prior to the effective date of termination;

SECTION 00 8000 - SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

- b) documented expenses sustained prior to the effective date of termination in performing Work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

§ 1.7.20 TERMINATION OF CONTRACT FOR DEFAULT. Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

§ 1.7.21 DEBARMENT AND SUSPENSION. (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- .1 Checking the System for Award Management at website: www.sam.gov
- .2 Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- .3 Inserting a clause or condition in the covered transaction with the lower tier contract. If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

§ 1.7.22 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT. (2 CFR § 200, Appendix II(E))

- .1 Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- .2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- .3 Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.
- .4 Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or

SECTION 00 8000 - SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

§ 1.7.23 BREACH OF CONTRACT. 2 CFR part 200, Appendix II(A)) Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

§ 1.7.24 CLEAN AIR/WATER POLLUTION CONTROL. (2 CFR § 200, Appendix II(G) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

SGC 2: Add the following to § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.5 The State of Alaska is currently under health mandates that may affect this project. The Contractor shall include in its bids all costs and time associated with compliance with such health mandates.

SGC 3: Add the following to § 11.1 INSURANCE

The limits of liability for the insurance required by Article 11 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

Insurance requirements apply as follows:

- A. Workers' Compensation: As in accordance with AS 23.30.045:
 - 1. State: Statutory
 - 2. Employer's 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
- B. Commercial General Liability (Primary Limits):
 - 1. a. General Policy
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 Annual Aggregate
 - b. Products/Completed Operations
 - \$1,000,000.00 Each Occurrence
 - \$2,000,000.00 Annual Aggregate
 - c. Personal Injury \$1,000,000.00 Each Occurrence
- C. Comprehensive Automobile Liability: including Owned, Hired, and Non-Owned Vehicles:
 - 1. Combined Single Limit, Bodily Injury and Property Damage \$1,000,000.00
- D. Builder's Risk insurance, as described in Article 11 of the General Conditions is not required for this project.

SGC 4: Add the following to § 11.2 PERFORMANCE AND PAYMENT BOND

§ 11.2.1 PERFORMANCE AND PAYMENT BOND AMOUNTS

.1 The Contractor shall furnish Performance and Payment Bonds on forms provided by the CBJ for the penal sums of 100% of the amount of the Bid award. The surety on each bond may be any corporation or partnership authorized to do business in the State of Alaska as an insurer under AS 21.09.

END OF SECTION 00 8000

SUMMARY – 01 1000

GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Coordination with occupants.
 - 5. Work restrictions.
 - 6. Specification and drawing conventions.
 - 7. Miscellaneous provisions.

1.3 PROJECT INFORMATION

- A. Project Identification: JNU Fire Alarm Upgrade.
 - 1. Project Location: Juneau International Airport, 1873 Shell Simmons Drive, Juneau, AK
 - 2. Owner's Representative: to be designated by Patricia Wahto, Airport Manager
- B. Design Engineer: Haight & Associates 526 Main St, Juneau, AK 99801 (907) 586-9788

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of project is defined by the Contract Documents and generally includes the following:
 - 1. The removal of the existing Fire Alarm Control Panel, existing Fire Alarm Annunciators and existing detection and notification devices as indicated on the project plans. WORK will include the installation of a new Addressable Fire Alarm System with an integral Voice Evacuation (mass notification) system.
 - 2. Modifications to the existing public address system as indicated on the project plans.
 - 3. The identification & verification of the type, quantity and installed location of all existing fire alarm detection and notification devices, and all existing public address devices. Replace the existing devices as indicated on the project plans and as required to comply with applicable code requirements.
The existing fire detection and alarm system and existing paging system are to remain in service until the replacement fire alarm equipment and replacement public address equipment has been installed, tested and accepted.
- B. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on drawings and as indicated by requirements of this section.
- B. Use of Site: Limit use of Project site (work area) to JNU Terminal Building spaces as identified on the drawings. Do not disturb portions of project site beyond areas in which the Work is indicated.
 - 1. Limits of the Site: Limit use of the site for staging, handling of debris and construction materials, etc. to the specified work area. Limited use of additional space for materials storage may be provided by the Owner if needed by Contractor per written request and if such space is available without impacting airport operations.
 - 2. Parking: The Owner will provide temporary parking permits for Contractor employees at no cost to be used exclusively during onsite work hours.
 - 3. Deliveries: Closely coordinate all deliveries and specific locations of such deliveries with Owner.
 - 4. Driveways, Front Curb, and Building Entrances: Keep driveways, front curb, and entrances serving premises clear at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of front curb and entrances by construction operations.

SUMMARY – 01 1000

- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - C. Security: Maintain airport security requirements (Section 01 5200) throughout the Work, including control of tools and construction materials.
- 1.6 COORDINATION WITH OCCUPANTS
 - A. Full Owner Occupancy: Owner will occupy or utilize all areas of the airport throughout the construction period. Cooperate with Owner and Owner's tenants during construction operations to minimize conflicts and facilitate Owner and tenant usage. Perform the Work so as not to interfere with Owner's and tenants day-to-day operations.
 - 1. Notify Owner not less than 72 hours in advance of any activity that may affect Owner and tenant operations.
 - 2. Coordinate ALL scheduled Fire Alarm System outages with Owner, not less than 72 hours in advance of the outage. All scheduled outages must be approved by the Owner. During outages, Fire Watch shall be provided and coordinated with Capital City Fire & Rescue.
 - 3. Access to tenant controlled secure spaces within the Terminal (Alaska Airlines, Delta Airlines, US Customs, the TSA and the FAA) will require not less than 48 hours advance notice to the Owner by the Contractor.
 - B. Separate Contracts: Dawson Construction is currently under contract to complete the Terminal Reconstruction project. Coordinate with Dawson Construction on day-to-day construction operations, and as necessary to access the north terminal.
- 1.7 WORK RESTRICTIONS
 - A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Work on site shall not commence until Owner has provided written approval of the Contractor's Work Sequencing Plan that minimizes disruptions to the areas affected by this Work.
 - 2. Comply with all airport operations and security requirements throughout the construction period.
 - 3. Contractor to provide uninterrupted and continuous fire watch during all scheduled fire alarm outages, even if the outage only affects a portion of the terminal. Contractor to put fire watch into effect immediately upon discovery that there is an unscheduled fire alarm outage, even if the outage only affects a portion of the terminal.
 - B. On-Site Work Hours:
 - 1. There are no limits to work hours or days of work. Contractor is advised to coordinate work in public areas with published aircraft arrival and departure schedules.
 - C. Existing Utility Interruptions: Do not interrupt the operation of fire detection, fire alarm, fire notification or public address systems within any portion of the Terminal or ATCT unless specifically authorized by the Owner in advance. Coordinate system cut-over work with Owner. Do not interrupt electrical service.
 - D. No Smoking and Controlled Substances: Use of tobacco products and other controlled substances within the project area is not permitted.
 - E. Employee Identification: Provide identification tags for Contractor personnel working in secure areas of Project site. Require such personnel to use identification tags at all times. See Section 01 5200, Security for additional requirements.
 - F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working in secure areas of project site.
- 1.8 SPECIFICATION AND DRAWING CONVENTIONS
 - A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

SUMMARY – 01 1000

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase. "Provide" shall be interpreted to mean "furnish and install".
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Drawing Coordination: Requirements for electrical materials and products are described on drawings. One or more of the following are used on drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on drawings.
 3. Keynoting: Materials and products are identified by reference keynotes referencing specifications found in the contract documents.
 4. Materials Designations: Existing cable trays are shown on the project drawings as shading between two parallel lines.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 1000

SUBSTITUTION PROCEDURES – 01 2500

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Electronically submit individual substitution requests directed to parties identified by the Owner. Identify product, fabrication, or installation method to be replaced. Include specification and drawing references.
 - 1. Substitution Request Form: Use form provided by the Owner.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product, fabrication, or installation cannot be provided.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specifications. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for project.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall contract time.
 - k. Cost information, including a proposal of change, if any, in the contract sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - 3. Owner's Action: If necessary, Owner will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Owner will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Construction Change Directive and Change Order in accordance with the General Conditions.

SUBSTITUTION PROCEDURES – 01 2500

- b. Use product specified if Owner does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected Work as necessary to integrate work of approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Basis of Design: Engineer has indicated products in drawings and specifications that meet the Owner's design requirements. Contractor may request a Substitution for Convenience to the Basis of Design for products by manufacturers other than those specified if such request is submitted not later than 15 days following the Notice to Proceed.
 - 1. Conditions: Owner will consider Contractor's request for Substitution for Convenience when the following conditions are satisfied. If the following conditions are not satisfied, Owner will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Owner will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- C. Substitutions for Convenience: Submit requests for substitution not later than 15 days following the Notice to Proceed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 2500

PROJECT MANAGEMENT AND COORDINATION – 01 3100

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. RFIs, ASIs and RFPs.
 - 3. Project meetings.

1.3 DEFINITIONS

- A. RFI - Request for Information: Request from Contractor seeking information required by, or clarifications of the Contract Documents.
- B. ASI - Architectural Supplemental Information: Issued by Engineer to Contractor to provide additional information or clarify information of the Contract Documents.
- C. RFP – Request for Proposal: Request from the Owner seeking a fee proposal from the Contractor to modify the project scope of work. An RFP is not a Change Order or Construction Change Directive, and does not represent direction from the Owner to proceed with any aspect of the proposed revision to the scope of work.

1.4 INFORMATIONAL SUBMITTALS

- A. Key Personnel Names: Prior to the Pre-Construction conference, or within ten days of receipt of contract award (whichever occurs first), submit a list of key personnel assignments, including superintendent and other personnel in attendance at project site. Identify individuals and their duties and responsibilities; list cellular telephone numbers and e-mail addresses. Provide names, email addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to project.
 - 1. Post copies of list in project meeting room, temporary field office and other prominent location as appropriate. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different sections of the specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

PROJECT MANAGEMENT AND COORDINATION – 01 3100

1.6 RFI AND ASI

- A. General: Immediately on discovery of the need for additional information, clarification, or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI, or Engineer shall prepare an ASI in the form specified by the Owner.
 - 1. Coordinate and submit RFIs and ASIs in a prompt manner so as to avoid delays in Contractor's Work, including work of subcontractors.
- B. Content of RFI or ASI: Include a detailed, legible description of item needing information or clarification including the specification section, drawing number and detail references, and field dimensions and conditions, as applicable. Provide Contractor's suggested resolution when appropriate.
- C. Owner's Action to RFI: Owner and Engineer will review each RFI submitted by Contractor, determine action required, and respond. Allow seven working days for Owner's response for each RFI.
 - 1. Owner's action may include a request for additional information, in which case the time for response will date from time of receipt by Owner of additional information.
 - 2. Owner will issue an RFP to address RFIs that result in a change to the contract time or the contract sum.
- D. Contractor's Action to RFI or ASI: Contractor will review each RFI response from Owner and each ASI and incorporate information into the contract documents. Contractor will immediately distribute the RFI response or ASI to affected parties. Contractor will immediately notify Owner if additional time or expense is anticipated to incorporate the additional information into the Work.
- E. RFI and ASI Logs: Contractor shall prepare, maintain, and submit a tabular log of RFIs organized by the RFI number and submit to Owner as requested. Engineer shall prepare, maintain, and submit a tabular log of ASIs organized by the ASI number and submit to Owner as requested.

1.7 PROJECT MEETINGS

- A. General: Attend and participate in project meetings and conferences at project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
 - 2. Agenda: Owner will prepare and distribute the meeting agenda. Contractor may request agenda items to the Owner.
 - 3. Minutes: Owner record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned prior to the next progress meeting.
- B. Preconstruction Conference: Owner will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Contractor, but no later than 15 days after execution of the Agreement.
 - 1. Attendees: Authorized representatives of Owner, Engineer; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Security.
 - b. Responsibilities and personnel assignments.
 - c. Tentative construction schedule.
 - d. Critical work sequencing and long lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Procedures for processing field decisions and Change Orders.
 - h. Procedures for RFIs and ASIs.
 - i. Procedures for testing and inspecting.
 - j. Procedures for processing Applications for Payment.
 - k. Distribution of the Contract Documents.

PROJECT MANAGEMENT AND COORDINATION – 01 3100

- l. Submittal procedures.
 - m. Preparation of Record Documents.
 - n. Use of the premises.
 - o. Work restrictions and working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Progress cleaning.
 - 3. Minutes: Owner will record and distribute meeting minutes.
- C. Pre-installation Conferences: Conduct a pre-installation conference at project site before each construction activity when required by other sections and when required for coordination with other construction.
 - 1. Attendees: Owner, Engineer, Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting.
 - 2. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 3. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Engineer, but no later than seven days prior to the scheduled date of Substantial Completion.
 - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Engineer; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of Record Documents.
 - b. Procedures required prior to inspections leading up to Substantial Completion and final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for final payment.
 - i. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Owner will record and distribute meeting minutes.
- E. Progress Meetings: Owner will conduct progress meetings at weekly intervals.
 - 1. Attendees: In addition to representatives of Owner, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with project and authorized to conclude matters relating to the Work.

PROJECT MANAGEMENT AND COORDINATION – 01 3100

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Coordination and interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access and site use.
 - 7) Progress cleaning.
 - 8) Quality and work standards.
 - 9) Status of correction of deficient items.
 - 10) Field observations.
 - 11) Status of RFIs and ASIs.
 - 12) Status of Proposal Requests.
 - 13) Status of Change Orders.
 - 14) Pending claims and disputes.
3. Minutes: Owner will record and distribute the meeting minutes to each party present and to parties requiring information.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3100

CONSTRUCTION PROGRESS DOCUMENTATION – 01 3200

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned project completion date.
- F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit schedules in electronic format using Microsoft Project or other software approved by the Owner.
- B. Construction schedule as network diagram.
 - 1. Provide cost-loaded construction schedule to display entire network for entire construction period. Show logic ties for activities in sufficient detail to satisfy Owner needs.
- C. Construction Reports: Submit at monthly intervals using Microsoft Word for narrative and Microsoft Project for schedules, or other format approved by the Owner.

1.5 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, subcontracts, submittal schedule, progress reports, payment requests, and other schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved; monitor and maintain commitments throughout the Work.

CONSTRUCTION PROGRESS DOCUMENTATION – 01 3200

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from Notice to Proceed to the date of final completion.
- B. Activities: Treat each phase or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Owner.
 2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 30 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to shop drawing development, submittals, approvals, purchasing, fabrication, and delivery.
 3. Submittal Review Time: Include review and resubmittal times.
 4. Startup and Testing Time: Include not less than 5 days for startup and testing.
 5. Substantial Completion: Indicate completion in at least 5 days in advance of date established for Substantial Completion, and allow time for Owner's administrative procedures necessary for certification of Substantial Completion.
 6. Punch List and Final Completion: Include not more than 30 days for punch list and final completion (combined).
- C. Milestones: Include milestones indicated in the contract documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completions, and Final Completion.
- D. Upcoming Work Summary: Prepare a weekly summary report, indicating activities scheduled to occur for at least 2 weeks ahead of Work. Summarize the following issues:
 1. Unresolved issues.
 2. Unanswered RFIs.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
- E. Recovery Schedule: When periodic update indicates the Work is 5 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance; indicate date that recovery will be accomplished.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a preliminary Gantt-Chart Schedule at the Preconstruction conference, and a subsequent comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within 7 days of the Notice to Proceed that includes materials or components that require more than 30 days from order to be received on site.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals in conjunction with Request for Payment, or at other times as requested by the Owner, update schedule to reflect actual construction progress and activities.
 1. Revise schedule immediately after each progress meeting or other activity where revisions have been recognized or made.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.

CONSTRUCTION PROGRESS DOCUMENTATION – 01 3200

- B. Distribution: Distribute copies of approved schedule to Engineer, Owner, sub-contractors, and other parties identified by Contractor with schedule responsibility.
1. Post copies in Project meeting room.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 3200

SCHEDULE OF VALUES – 01 3250

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 PREPARATION OF SCHEDULE OF VALUES

- A. The Schedule of Values shall be developed in close association with the Construction Schedule activities and logic.
 - 1. The Contractor shall submit a preliminary Schedule of Values for the major components of the Work prior to the Preconstruction Conference. The listing shall include, at a minimum, the proposed value for the major Work components within each phase of the Work.
 - 2. The Contractor and Owner shall meet and jointly review the preliminary Schedule of Values and make any adjustments in value allocations necessary, if in the opinion of the Owner, allocation adjustments are necessary to establish fair and reasonable allocation of values for the major Work components. Front end loading will not be permitted. The Owner may require inclusion of other major Work components not included in the above listing, if, in the opinion of the Owner, such additional components are appropriate. This review and any necessary revisions shall be completed prior to the Pre-Construction Conference.
 - 3. Once agreed upon, the Schedule of Values shall become the basis for Progress Payments throughout the project. The Progress Payments shall be submitted on a form acceptable to the Owner.

1.3 CHANGES TO THE SCHEDULE OF VALUES

- 1. The Contractor and Owner may agree to make adjustments to the original Schedule of Values because of inequities discovered in the original detailed Schedule of Values or because of additional Work added to the contract via Change Order.
- 2. The Schedule of Values shall be updated with each request for Payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3250

SUBMITTAL PROCEDURES – 01 3300

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.
- B. Additional submittal requirements may be included in technical specification sections.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting shop drawings, product data, samples, and other submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual specification sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual specification sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Submit concurrently with startup construction schedule. Include all submittals required by the contract documents. Identify those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Submit revised submittal schedule to reflect submittal status and timing.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Digital Data Files: Owner will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing shop drawings.
 - 1. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
 - 2. Submit all submittal items required for each specification section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be

SUBMITTAL PROCEDURES – 01 3300

authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate the following in each electronic submittal file:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
 4. Transmittal Form for Electronic Submittals: Use form acceptable to Owner.
- E. Options: Identify options requiring selection by Owner.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual specification sections. Types of submittals are indicated in individual specification sections.
1. Submit electronic submittals via email as PDF electronic files.
 - a. Owner will return annotated file. Annotate and retain one copy of file as an electronic project record document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as shop drawings, not as product data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's product specifications.
 - b. Color charts.
 - c. Statement of compliance with specified referenced standards.
 - d. Testing by recognized testing agency, with labels and seals noted.
 - e. Notation of coordination requirements.
 - f. Availability and delivery time information.

SUBMITTAL PROCEDURES – 01 3300

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Engineer's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit shop drawings on sheets at least 11"x17" in PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of samples that includes the following:
 - a. Generic description of sample.
 - b. Product name and name of manufacturer.
 - c. Number and title of applicable specification section.
 - d. Specification paragraph number and generic name of each item.
- E. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 7700 "Closeout Procedures."

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include project name and location, submittal number, specification section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 OWNER'S ACTION

- A. Action Submittals: Owner will review each submittal, make marks to indicate corrections or revisions required, and return it. Owner may forward submittal to Engineer who will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

END OF SECTION 01 3300

QUALITY REQUIREMENTS – 01 4000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by the Owner.
- C. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee or subcontractor to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that specified requirements apply exclusively to specific trade or trades.
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

QUALITY REQUIREMENTS – 01 4000

1.4 CONFLICTING REQUIREMENTS

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

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications acceptable to the Owner.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: The Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.
- B. Submit quality-control plan in a form acceptable to the Owner within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule. The Contractor shall discuss and present, at the preconstruction conference, its understanding of the quality control requirements.
- C. Quality-Control Program Administrator: The Contractor shall appoint a Quality Control Program Administrator who shall have a minimum of five (5) years of experience in airport construction and shall have had prior quality control experience on a project of comparable size and scope as the contract. The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract documents and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm.
- D. Quality-Control Technicians: A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be registered engineers, registered architects, engineering/construction management technicians, or experienced craftsman with qualifications in the appropriate trade and field or work, and shall have a minimum of two years of experience in their area of expertise as quality control technicians. The quality control technicians shall report directly to the Program Administrator.
- E. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 - 2. Inspections required by authorities having jurisdiction and as indicated by the Owner.
 - 3. Owner-performed tests and inspections indicated in the contract documents.

QUALITY REQUIREMENTS – 01 4000

- F. Continuous Inspection of Work quality: Describe process for continuous inspection during construction to identify and correct deficiencies in work quality in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of quality established by contract requirements.
- G. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Owner has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections in a format acceptable to the Owner. Include the following:
 - 1. Date of issue.
 - 2. Name, email address, and telephone number of testing agency and/or persons making tests and inspections.
 - 3. Dates and locations of samples and tests or inspections.
 - 4. Description of the Work and test and inspection method.
 - 5. Identification of product and specification section.
 - 6. Complete test or inspection data, results, and interpretation thereof.
 - 7. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 8. Name and signature of laboratory inspector.
 - 9. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other sections in a format acceptable to the Owner. Include the following:
 - 1. Name, address, email, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual specification sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections in a format acceptable to the Owner. Include the following:
 - 1. Name, address, email, and telephone number of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual specification sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual specification sections specify additional requirements.

QUALITY REQUIREMENTS – 01 4000

- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project for at least five years and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project for at least five years and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project for at least five years and whose work has resulted in construction with a record of successful in-service performance.
- E. **Professional Engineer Qualifications:** A professional engineer who is legally qualified to practice in jurisdiction where project is located and who possesses at least five years' experience in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this project in material, design, and extent.
- F. **Specialists:** Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated for a period of at least five years prior to the project.
- G. **Manufacturer's Technical Representative and Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products and has at least five years' experience in projects similar in material, design, and extent to those indicated for this project.

1.9 QUALITY CONTROL

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency or inspector to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, email, and telephone numbers of testing agencies or inspectors engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the contract documents, or that the Contractor requested to proceed on a partial basis to accommodate construction sequencing will be charged to Contractor and the contract sum will be adjusted by Change Order.
- B. **Contractor Responsibilities:** Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction.
 - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report of each quality-control service.
 - 5. Testing and inspecting requested by Contractor and not required by the contract documents are Contractor's responsibility.

QUALITY REQUIREMENTS – 01 4000

- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections, and submittal written reports.
 - D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
 - E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- 1.10 **SPECIAL TESTS AND INSPECTIONS**
- A. **Special Tests and Inspections:** Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as described in the contract documents, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Owner and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a written report of each test, inspection, and similar quality-control service to Owner with copy to Contractor and to authorities having jurisdiction, when applicable.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion that includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the contract documents.
 - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FREQUENCY

- A. Contractor shall implement the Quality Control Program throughout the Work. Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work.
- B. During field operations, quality control test results and periodic inspections shall be used to ensure the quality of all materials and work quality. All equipment used in placing, finishing, assembling, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified.

3.2 TEST AND INSPECTION LOG

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

QUALITY REQUIREMENTS – 01 4000

3.3 DOCUMENTATION

- A. Daily Inspection Reports. Each of the Contractor's quality control technicians shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:
1. Technical specification item number and description
 2. Compliance with approved submittals
 3. Proper storage of materials and equipment
 4. Proper operation of all equipment
 5. Adherence to plans and technical specifications
 6. Review of quality control tests
 7. Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed. The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Owner shall be provided at least one copy of each daily inspection report on the work day following the day of record.

3.4 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes in accordance with the contract document requirements for cutting and patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

TEMPORARY FACILITIES AND CONTROLS – 01 5000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 1000 “Summary”
 - 2. Section 01 5200 “Security”

1.3 USE CHARGES

- A. General: The installation and removal of, and all costs associated with, temporary facilities shall be included in the contract sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Owner's forces, Owner's construction forces, Engineer, testing agencies, and authorities having jurisdiction.
- B. Electrical Power: Electrical power from Owner's existing system is available for Contractor's use for necessary construction operations only. Provide connections as required for construction operations and in compliance with the authorities having jurisdiction. Do not overload existing circuits.
- C. Toilets: Contractor may utilize Owner's public toilet rooms for construction personnel, provided that personnel utilize these facilities in a clean and respectful manner. Owner may withdraw use of toilets by Contractor and/or require that Contractor provide professional cleaning of toilet rooms.

1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities & Systems: Installer of each permanent facility & system is to assume responsibility for operation, maintenance, and protection of each permanent service during its use prior to Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Office: If requested by the Contractor, Owner shall provide Contractor up to 300 sf of exterior space for Contractor's field office and material storage near the project work area, in a specific location to be determined. Alternatively, Contractor may provide a plan for using an off-site office in a location agreed to by the Owner.
- B. Parking: Owner shall provide Contractor with parking permits in the airport employee lot at no charge for all badged construction personnel. Such parking area shall be used during construction work hours only.

PART 3 - EXECUTION

3.1 GENERAL

- A. Obtain written approval of temporary facility locations by the Owner and locate to result in minimum interference with Owner's operations. Relocate and modify facilities as required by progress of the Work.
- B. Promptly remove facilities when they are no longer needed.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary connections to existing services.
 - 1. Arrange with Owner and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. At Substantial Completion, remove or restore all temporary facilities to condition existing before initial use.
 - 3. Connect temporary services in accordance with applicable code and utility company regulations.

TEMPORARY FACILITIES AND CONTROLS – 01 5000

4. Maintain conservation practices to shut off lighting when work is not underway

3.3 SUPPORT FACILITIES

- A. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Airport safety requirements regarding Flying Object Debris (FOD).

3.4 SECURITY AND PROTECTION of EXISTING FACILITIES DURING INSTALLATION

- A. Protection of Existing Facilities: Protect existing finishes, equipment, structures, utilities, and other improvements within the Terminal and Air Traffic Control Tower (ATCT) during the entire construction period. Promptly repair damage to existing facilities to the satisfaction of the Owner.
- B. Security Enclosure: If deemed necessary by the Owner, Contractor shall install temporary enclosures and/or temporary barricades around interior work areas to prevent unauthorized entrance, injury to occupants, vandalism, theft, or violations of security.
- C. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 1. Prohibit smoking in the terminal and ATCT.
 2. Develop and implement an overall fire-prevention and fire-protection program for personnel at Project site. Review needs with Owner maintenance staff and fire department personnel, and establish procedures to be followed. Instruct personnel in methods and procedures.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

END OF SECTION 01 5000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SECURITY PROGRAM AT JUNEAU INTERNATIONAL AIRPORT

- A. The Contractor shall:
 - 1. Protect Work area and existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate security program, approved by Owner, prior to start of Work, including coordination of all temporary barriers and controls to meet Transportation Security Administration (TSA) and JNU Airport Security requirements.
 - 3. Maintain program throughout construction period until Owner's occupancy.
 - 4. Vehicles, equipment, and materials may not be parked or staged within 6 feet of the perimeter fence, gate, and/or door.

1.3 ACCESS CONTROL

- A. The Contractor shall:
 - 1. Provide a secure Work area in accordance with the drawings and other provisions relating to Airport Security.
 - 2. Restrict entry of persons into the airport restricted & secure areas (airport property inside the fence, as well as portions of the terminal).
 - 3. Allow entry only to authorized persons with proper identification.
 - 4. Construct all temporary barriers and controls in accordance with applicable security requirements or as directed by the Owner.
- B. Owner shall control entrance of persons and vehicles related to Owner's operations.
- C. The Contractor shall be liable for any fines levied against the Airport by the TSA resulting from actions of the Contractor, or those for whom the Contractor is responsible, that cause a breach of security in the area of construction, to include any points of entry into the restricted and secure areas, utilized for the construction project. Failure to maintain security will also include failure to abide by the Airport badge identification program or other requirements pertaining to the security of the Airport.

1.4 SECURITY IDENTIFICATION DISPLAY AREA (SIDA) BADGE REQUIREMENTS

- A. Only Juneau International Airport Identification Badge, Law Enforcement Credentials, Federal Inspector Credentials and Airline Crew Credentials are recognized as authority to enter or be present in the restricted & secure areas of the airport without escort.
- B. Any person found in a location that is not the work area or access route to and from the work area will be removed from the area and action will be taken against violators as appropriate.
- C. When security identification display area (SIDA) badges are required, Contractor shall apply for clearance with Juneau International Airport Badging Office. Requirements for each employee include completing an Identification Badge/Media Application, photo proof of identity, either proof of US citizenship or work authorization paperwork, completion of a Federal Security Threat Assessment, completion of a fingerprint criminal history record check, and Restricted Area training (ramp driver training may also be required). Contractor shall assume a minimum of two weeks for the clearance process, however, the clearance process is conducted by TSA and delays may exceed two weeks.
- D. Contractor's personnel are subject to random checks for compliance with badging and permit regulations. Such checks may be conducted by Airport Police, Airport Employees, and/or TSA.
- E. Any falsifications can result in revocation of the badges for the individual in question, and any fines incurred from the violations will be passed to the responsible party.

- F. The Airport Badge Application is an agreement between the Airport and the badge holder. The badge application provides all rules and procedures the badge holder must comply with while in the restricted and secure areas of the airport.
 - G. In order to maintain accountability for all Airport Identification Badges issued, the Contractor is responsible for physically collecting and returning to the Airport all outstanding badges no longer used for the construction project including those badges carried by persons no longer working on the project. Proof of return is the Airport Receipt issued by the Airport.
 - H. When someone terminates employment, the Contractor shall immediately notify the Airport so that the badge can be deactivated. If termination is outside of the normal working hours, the Contractor shall immediately notify Airport Police at 586-0899 or 321-3802 of the termination.
 - I. A non-refundable fine of \$300.00 will be levied against the Contractor for each badge not returned within five days of badge expiration, employee termination or completion of the project, whichever is sooner.
 - J. Should an employee lose his or her Airport Identification Badge, he or she shall immediately notify the Contractor, who shall then immediately notify the Airport to deactivate the badge access. If lost after normal business hours, the lost badge shall be reported to Airport Police. If the lost badge is found the Contractor must notify the Airport to reactivate the badge. Further, the Airport will confirm the employee's employment status prior to reactivation of a badge reported lost, then found by its owner. If requested, a replacement badge will not be issued until a replacement request letter is received and the \$200.00 lost badge fee is paid. This is a separate fee from the non-refundable fine of \$300.00 applied to non-returned badges. If a replacement badge is issued for a lost badge, *and* the \$200.00 fee paid, the Contractor will not be charged the non-refundable fine of \$300.00.
 - K. Final payment to the Contractor will not be authorized until all badges are returned to the Airport.
 - L. The Contractor's and subcontractor's personnel shall be badged for this project as needed to complete the Work. Upon request of the Contractor, Escort Authority may be authorized by the Owner to specific employees or subcontractors of the Contractor when the Work is limited in duration. In such cases, the Contractor is fully responsible for all such personnel.
- 1.5 VEHICLE ACCESS IN THE AIR OPERATIONS AREA (AOA)
- A. The Contractor shall not access the AOA for this project.
- 1.6 PROJECT SITE SECURITY
- A. Contractor's personnel shall park vehicles in the designated employee parking area and shall walk to the project site.
 - B. Contractor shall coordinate all access into the secure Departure Lounge in advance with the TSA and with the Owner. All Contractor personnel will be required to provide a tool & materials inventory prior to entering the Departure Lounge. Prior to being allowed to leave the Departure Lounge, these inventories will be checked in order to verify that no tools have been left within the Departure Lounge, and that no materials are unaccounted for. When working in the Departure Lounge, all tools shall be kept secure when not in use, and within site of the Contractor at all times.
 - C. All access points into the project area must be kept secure. Access to the work site in the secure Departure Lounge will be through the TSA Passenger Screening Checkpoint.
- 1.7 RESTRICTIONS
- A. The Contractor shall not allow cameras on site or photographs to be taken by persons under the control of the Contractor except by written approval of the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 5200

PRODUCT REQUIREMENTS – 01 6000

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' warranties; and comparable products.

1.3 DEFINITIONS

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

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced.
 - 1. Include data to indicate compliance with the contract documents requirements.
 - 2. Owner's Action: If necessary, Owner will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Owner will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information, whichever is later.
 - 3. Use product specified if Owner does not issue a decision on use of a comparable product request within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on project, select product compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize storage at project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration or theft.
 - 3. Deliver products to project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

PRODUCT REQUIREMENTS – 01 6000

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
3. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other sections shall be in addition to, and run concurrent with, other warranties required by the contract documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations of the contract documents.
1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Owner will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Products: Where specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 2. Manufacturers: Where specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Owner will consider Contractor's request for comparable product when the following conditions are satisfied.
1. Evidence that the proposed product does not require revisions to the contract documents, is consistent with the contract documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 6000

MOBILIZATION 01 7113

PART 1 GENERAL

1.1 GENERAL

- A. Mobilization shall include obtaining all permits; moving plant and equipment onto the site; furnishing and erecting temporary construction facilities; implementing security requirements, and providing all required start up documentation to the Owner, all as required for the proper performance and completion of the Work. Mobilization shall include the following principal items:
 - 1. Moving all the Contractor's equipment required for operations onto the site.
 - 2. Providing all on-site communication facilities, including cellular phones.
 - 3. Obtaining all required permits, except building permit that will be obtained by Owner.
 - 4. Having all OSHA-required notices and establishment of safety programs.
 - 5. Having the Contractor's superintendent at the jobsite during construction operations.
 - 6. Submitting initial submittals.

1.2 PAYMENT FOR MOBILIZATION

- A. The Contractor's attention is directed to the condition that no payment for Mobilization, or any part thereof, will be approved for payment under the Contract Documents until all Mobilization items listed above have been completed as specified.
- B. As soon as practicable, after receipt of Notice to Proceed, the Contractor shall submit on the Schedule of Values a breakdown showing the estimated value of each major component of Mobilization. When approved by the Owner, the breakdown will be the basis for initial progress payments in which Mobilization is included.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 7113

EXECUTION – 01 7300

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 CUTTING AND PATCHING

- A. Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Owner of locations and details of cutting and await directions from Owner before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or in increased maintenance or decreased operational life or safety.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Owner's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 - 5. Contractor to furnish all materials as may be necessary to repair and restore exposed / finished surfaces that are affected by the project.
- B. Before proceeding, meet at project site with parties involved in cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Owner for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION AND LAYOUT

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine walls and ceilings for suitable conditions where products and systems are to be installed.
 - 2. Verify compatibility with and suitability of substrates.

EXECUTION – 01 7300

- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a Request for Information to the Owner according to requirements in Section 01 3100 "Project Management and Coordination."
- D. Surface and Substrate Preparation: Comply with manufacturer's written recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check shop drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

EXECUTION – 01 7300

- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- 3.4 CUTTING AND PATCHING
 - A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - B. Temporary Support: Provide temporary support of work to be cut.
 - C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of project that might be exposed during cutting and patching operations.
 - D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations using methods least likely to damage elements retained or adjoining construction.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 3. Electrical Services: Cut off pipe or conduit to be removed. Cap or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
 - E. Patching: Patch construction by filling, repairing, refinishing, closing up, priming, painting and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide all materials required and comply with manufacturer's installation requirements.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove excess paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.
- 3.5 PROTECTION OF INSTALLED CONSTRUCTION
 - A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

END OF SECTION 01 7300

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL – 01 7419

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for disposing of nonhazardous demolition and construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building materials and other solid waste resulting from construction operations. Construction waste includes packaging.
- B. Demolition Waste: Building materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Foreign Object Debris (FOD): A substance, debris or article alien to aircraft that would potentially cause damage to aircraft or flight control mechanisms. FOD includes, but is not limited to, loose hardware, tools, trash, building materials, rocks, pens, coins, hats, soda cans, paper clips, rags, and wildlife.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Provide handling, containers, storage, signage, transportation, and other items as required to handle waste during the entire duration of the contract.
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with streets, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on project site necessary for waste management.
- C. Comply with Airport safety requirements regarding Foreign Object Debris (FOD). Release of uncontrolled debris or materials of any kind is prohibited any place on or over airport property.
- D. Demolition and construction debris must be collected and containerized.
- E. Contractor to inspect the entire work area, including the grounds immediately around the work area on a daily basis and ensure that FOD is not being released. If FOD is found, notify Owner and collect FOD immediately, identify the origin of the material found and describe modifications to work process or procedures necessary to prevent additional FOD release.

3.2 DISPOSAL OF WASTE

- A. General: Remove waste materials from project site and legally dispose of them in a landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow waste materials that are to be disposed of to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

END OF SECTION 01 7419

CLOSEOUT PROCEDURES – 01 7700

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reason for incomplete Work.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 3 days prior to requesting inspection for determining date of Substantial Completion.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 00 and 01 sections, including project record documents, operation and maintenance manuals, final completion construction photos, damage or settlement surveys, and similar final record information.
 - 3. Submit closeout submittals specified in specification sections, including specific warranties, bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 3 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Complete final cleaning requirements, including touchup painting.
 - 3. Repair and restore marred exposed finishes to eliminate visual defects.
 - 4. Complete Owner training.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 3 days prior to date the work will be completed and ready for inspection. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items that must be completed or corrected before certificate will be issued.
 - 1. Request reinspection when the Work identified in previous inspections completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according the General Conditions.
 - 2. Certified List of Incomplete Items: Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list).
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Other forms and certificates required by the Contract Documents.

CLOSEOUT PROCEDURES – 01 7700

- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 7 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

- 1. Request reinspection when the Work identified in previous inspections is completed or corrected.

1.5 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Owner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Utilize professional cleaning service with personnel qualified and experienced in cleaning work areas, building components and systems used in the project. Clean each surface or unit to condition expected for new commercial building standard.
 - 1. Sweep floor areas broom clean. Remove spills, stains, and debris.
 - 2. Remove labels that are not permanent
 - 3. Wipe surfaces of equipment.
- C. Clean project site, yard, and grounds, in all areas disturbed by construction activities.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - 2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 01 7700

OPERATION AND MAINTENANCE DATA – 01 7823

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance manuals for systems and equipment.
 - 2. Product maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Where applicable, clarify and update reviewed manual content to correspond to modifications, field conditions, and record drawings and specifications.
- B. Format: Submit DRAFT and FINAL copies of the project operations and maintenance manuals in the following formats:
 - 1. PDF electronic file. Assemble into a single composite manual with electronically-indexed file. Submit on digital media acceptable to the Owner.
 - a. Name each indexed document file in composite electronic index.
 - b. Enable inserted reviewer comments on draft submittals.FOUR (4) paper copies per Part 2, 2.1, E below. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
- C. Initial DRAFT Manual Submittal: Submit draft copy of each O&M manual at least 7 days before commencing demonstration and training. Owner-Engineer will comment on whether general scope and content of the manuals are acceptable.
 - 1. Correct or modify each manual to comply with Owner-Engineer's comments and submit corrected manuals prior to commencing demonstration and training.
- D. FINAL Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion. Owner-Engineer reserves the right to request additional information or edits. Contractor shall coordinate with Owner to insert additional or revised information sheets into the final set of O&M manuals.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Organize manual into a separate sections for each system or for each piece of equipment that is not part of a system. Each manual shall contain the following materials:
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Date of submittal.
 - 4. Name and contact information for applicable Contractor, subcontractors and materials suppliers.
 - 5. Names and contact information for design Engineer.
- C. Table of Contents: Identify each product included in manual by name and specification section number.
- D. O&M Manuals, Electronic Files: Submit manual as electronic PDF file.
 - 1. Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.

OPERATION AND MAINTENANCE DATA – 01 7823

2. Enable bookmarking of individual documents based upon file names and configure electronic manual to display bookmark panel upon opening file.
 - E. O&M Manuals, Paper Copy: Submit manual in the form of hard copy, bound and labeled.
 1. Binders: Heavy-duty, 3-ring, loose-leaf binder, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify binder on front and spine with printed title "OPERATION AND MAINTENANCE MANUAL," project title, and subject matter of contents.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number.
 3. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages.
- 2.2 OPERATION MANUALS
- A. Content: Include operation data required in individual Specification Sections and the following:
 1. System and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards and procedures.
 4. Operating logs.
 5. Wiring and control diagrams.
 6. Piped system diagrams.
 7. Precautions against improper use.
 8. License requirements including inspection and renewal dates.
 - B. Descriptions: Include the following, as applicable:
 1. Product name and model number as indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function and operating characteristics.
 5. Performance curves and limiting conditions, including engineering data and tests.
 6. Complete nomenclature and number of replacement parts.
 - C. Operating Procedures: Include the following, as applicable:
 1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping including normal shutdown instructions.
 6. Required sequences for electric or electronic systems.
 7. Special operating instructions and procedures.
 - D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- 2.3 PRODUCT MAINTENANCE MANUALS
- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties.
 - B. Source Information: Identify each product by name, address, and telephone number of Installer or supplier.
 - C. Product Information: Include the following, as applicable:
 1. Product name, model number, color, and similar identifying information.
 2. Manufacturer's name.
 3. Material and chemical composition.

OPERATION AND MAINTENANCE DATA – 01 7823

- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. Schedule for routine cleaning and maintenance.
 - 4. Repair instructions.
 - E. Warranties: Include copies of warranties and lists of circumstances and conditions that would affect validity of warranties. Include procedures to follow and required notifications for warranty claims.
- 2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS
- A. Content: For each system and piece of equipment, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, and warranty information, as applicable.
 - B. Source Information: Identify each system and piece of equipment included in manual. For each product, list name, address, and telephone number of Installer or supplier.
 - C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
 - D. Maintenance Procedures: Include items that detail essential maintenance procedures:
 - 1. Test and inspection instructions, including troubleshooting guide.
 - 2. Precautions against improper maintenance.
 - 3. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 4. Aligning, adjusting, and checking instructions.
 - E. Maintenance and Service Schedules: Include service and lubrication requirements, required lubricants for equipment, and schedules for preventive and routine maintenance.
 - F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation.
 - G. Warranties: Include copies of warranties and lists of circumstances and conditions that would affect validity of warranties. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets and data pertinent to product or component installed.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems.

OPERATION AND MAINTENANCE DATA – 01 7823

END OF SECTION 01 7823

PROJECT RECORD DOCUMENTS – 01 7839

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record as-built documents.

1.3 SUBMITTALS

- A. Maintain one paper copy set of marked-up as-built documents for final submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Maintain one set of neatly marked-up paper copy of the contract drawings including shop drawings at a location on-site approved by the Owner.
 - 1. Neatly mark record drawings to show actual installation variation from that shown originally.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 - d. Cross-reference record prints to corresponding photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to drawings.
 - b. Revisions to details shown on drawings.
 - c. Revisions to routing of piping and conduits.
 - d. Revisions to electrical circuitry.
 - e. Actual equipment locations.
 - f. Changes made through Request for Proposal or Construction Change Directive.
 - g. Changes made following Request for Information or Owner's written directive.
 - h. Details not on the original contract drawings.
 - 3. Neatly mark the contract documents accurately in red colored ink or pencil. Utilize personnel proficient at recording graphic information to produce marked-up prints.
 - 4. Note Construction Change Directive numbers, Request for Proposal numbers, and similar identification, where applicable.

2.2 RECORD SPECIFICATIONS

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

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Store record documents at a location approved by the Owner. Do not use record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition. Provide access to project record documents for Owner's reference during normal working hours.

END OF SECTION 01 7839

DEMONSTRATION AND TRAINING – 01 7900

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems and equipment.
 - 2. Training in operation and maintenance of systems and equipment.

1.3 SUBMITTALS

Submit outline of instructional program for demonstration and training and a schedule of proposed dates, times, length of instruction time, and instructors' names and qualifications for each training module.

1.4 QUALITY ASSURANCE

- A. Trainer Qualifications: An individual experienced in training maintenance personnel in a training program similar in content and extent to that indicated for this project, and whose work has resulted in training or education with a record of successful learning performance.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

Coordinate content of training modules with content of approved operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Provide an instruction program that includes training for each system and piece of equipment.
- B. Training Modules: Develop a teaching outline that includes objectives and specific skills and knowledge that participant is expected to master. Include instruction for the following, as applicable:
 - 1. Documentation: Review the following items in detail:
 - a. Operations and Maintenance manual, and project record documents.
 - b. Warranties.
 - 2. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping or shutdown for each type of emergency.
 - c. Operating instructions for conditions outside of normal operating limits.
 - d. Sequences for electric or electronic systems.
 - 3. Operations: Include the following, as applicable:
 - a. Startup procedures, including equipment or system break-in procedures.
 - b. Routine and normal operating instructions.
 - c. Regulation and control procedures.
 - d. Control sequences.
 - e. Normal shutdown instructions.
 - 4. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 - 5. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. Procedures for routine cleaning
 - d. Procedures for preventive and routine maintenance.
 - e. Instruction on use of special tools.

DEMONSTRATION AND TRAINING – 01 7900

6. Repairs: Include the following:
 - a. Diagnosis and repair instructions.
 - b. Disassembly; component removal, repair, and reassembly instructions.
 - c. Instructions for identifying parts and components.
 - d. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction.
- B. Set up instructional equipment at instruction location approved by Owner.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems and equipment.
 1. Owner will furnish Contractor with names and positions of participants.

END OF SECTION 01 7900

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

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. RS-485 cabling.
 - 2. Low-voltage control cabling.
 - 3. Control-circuit conductors.
 - 4. Fire-alarm wire and cable.
 - 5. Identification products.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.
- C. Plenum: A space forming part of the air distribution system to which one or more air ducts are connected. An air duct is a passageway, other than a plenum, for transporting air to or from heating, ventilating, or air-conditioning equipment.
- D. RCDD: Registered Communications Distribution Designer.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.5 INFORMATIONAL SUBMITTALS

- A. Source quality-control reports.
- B. Field quality-control reports.

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Flame Travel and Smoke Density in Plenums: As determined by testing identical products according to NFPA 262, by a qualified testing agency. Identify products for installation in plenums with appropriate markings of applicable testing agency.
 - 1. Flame Travel Distance: 60 inches (1520 mm) or less.
 - 2. Peak Optical Smoke Density: 0.5 or less.
 - 3. Average Optical Smoke Density: 0.15 or less.
- C. Flame Travel and Smoke Density for Riser Cables in Non-Plenum Building Spaces: As determined by testing identical products according to UL 1666.
- D. Flame Travel and Smoke Density for Cables in Non-Riser Applications and Non-Plenum Building Spaces: As determined by testing identical products according to UL 1685.
- E. RoHS compliant.

2.2 RS-232 CABLE

- A. PVC-Jacketed, TIA 232-F:
 - 1. No. 22 AWG, stranded (7x30) tinned copper conductors.
 - 2. Polypropylene insulation.
 - 3. Aluminum foil-polyester tape shield with 100 percent shield coverage.
 - 4. PVC jacket.
 - 5. Conductors are cabled on common axis with No. 24 AWG, stranded (7x32) tinned copper drain wire.
 - 6. NFPA 70 Type: Type CM.
 - 7. Flame Resistance: Comply with UL 1581.
- B. Plenum-Type, TIA 232-F:
 - 1. No. 22 AWG, stranded (7x30) tinned copper conductors.
 - 2. PE insulation.
 - 3. Aluminum foil-polyester tape shield with 100 percent shield coverage.
 - 4. Fluorinated ethylene propylene jacket.
 - 5. Conductors are cabled on common axis with No. 24 AWG, stranded (7x32) tinned copper drain wire.
 - 6. Flame Resistance: Comply with NFPA 262.

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

2.3 RS-485 CABLE

A. Standard Cable: NFPA 70, Type CMG.

1. Paired, twisted, No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated Cable: NFPA 70, Type CMP.

1. Paired, No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. Fluorinated ethylene propylene insulation.
3. Unshielded.
4. Fluorinated ethylene propylene jacket.
5. Flame Resistance: NFPA 262.

2.4 LOW-VOLTAGE CONTROL CABLE

A. Paired Cable: NFPA 70, Type CMG.

1. Twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1685.

B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. Twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with NFPA 262.

2.5 CONTROL-CIRCUIT CONDUCTORS

- A. Class 1 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- B. Class 2 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- C. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway.
- D. Class 2 Control Circuits and Class 3 Remote-Control and Signal Circuits That Supply Critical Circuits: Circuit Integrity (CI) cable.

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

1. Smoke control signaling and control circuits.

2.6 FIRE-ALARM WIRE AND CABLE

- A. General Wire and Cable Requirements: NRTL listed and labeled as complying with NFPA 70, Article 760.
- B. Signaling Line Circuits: Twisted, shielded pair, not less than No. 18 AWG.
 1. Circuit Integrity Cable: Twisted shielded pair, NFPA 70, Article 760, Classification CI, for power-limited fire-alarm signal service Type FPL. NRTL listed and labeled as complying with UL 1424 and UL 2196 for a two-hour rating.
- C. Non-Power-Limited Circuits: Solid-copper conductors with 600-V rated, 75 deg C, color-coded insulation, and complying with requirements in UL 2196 for a two-hour rating.
 1. Low-Voltage Circuits: No. 16 AWG, minimum, in pathway.
 2. Line-Voltage Circuits: No. 12 AWG, minimum, in pathway.

2.7 SOURCE QUALITY CONTROL

- A. Factory test twisted pair cables according to TIA-568-C.2.
- B. Cable will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Test cables on receipt at Project site.
 1. Test each pair of twisted pair cable for open and short circuits.

3.2 INSTALLATION OF RACEWAYS AND BOXES

- A. Comply with TIA-569-D for pull-box sizing and length of conduit and number of bends between pull points.

3.2 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1.

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

B. General Requirements for Cabling:

1. Comply with TIA-568-C Series of standards.
2. Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems."
3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
4. Cables may not be spliced and shall be continuous from terminal to terminal. Do not splice cable between termination, tap, or junction points.
5. Cables serving a common system may be grouped in a common raceway. Install network cabling and control wiring and cable in separate raceway from power wiring. Do not group conductors from different systems or different voltages.
6. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Install lacing bars and distribution spools.
7. Do not install bruised, kinked, scored, deformed, or abraded cable. Remove and discard cable if damaged during installation and replace it with new cable.
8. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
9. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Monitor cable pull tensions.
10. Support: Do not allow cables to lie on removable ceiling tiles.
11. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.
12. Provide strain relief.
13. Keep runs short. Allow extra length for connecting to terminals. Do not bend cables in a radius less than 10 times the cable OD. Use sleeves or grommets to protect cables from vibration at points where they pass around sharp corners and through penetrations.
14. Ground wire shall be copper, and grounding methods shall comply with IEEE C2. Demonstrate ground resistance.

C. Installation of Control-Circuit Conductors:

1. Install wiring in raceways.
2. Use insulated spade lugs for wire and cable connection to screw terminals.

D. Open-Cable Installation:

1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.
2. Cable shall not be run through or on structural members or in contact with pipes, ducts, or other potentially damaging items. Do not run cables between structural members and corrugated panels.

3.3 REMOVAL OF CONDUCTORS AND CABLES

- ### A.
- Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified with a tag for future use.

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

3.4 CONTROL-CIRCUIT CONDUCTORS

A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits; No 14 AWG.
2. Class 2 low-energy, remote-control, and signal circuits; No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm, and signal circuits; No 12 AWG.

3.5 FIRESTOPPING

- A. Comply with TIA-569-D, Annex A, "Firestopping."
- B. Comply with BICSI TDMM, "Firestopping" Chapter.

3.6 GROUNDING

- A. For data communication wiring, comply with TIA-607-B and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.

3.7 IDENTIFICATION

- A. Identify data and communications system components, wiring, and cabling according to TIA-606-B; label printers shall use label stocks, laminating adhesives, and inks complying with UL 969.
- B. Identify each wire on each end and at each terminal with a number-coded identification tag. Each wire shall have a unique tag.

3.8 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections:
 1. Visually inspect cable jacket materials for UL or third-party certification markings.
 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 3. Test cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination, but not after cross-connection.
 - a. Test instruments shall meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in its "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in its "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.

SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

- C. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide or transfer the data from the instrument to the computer, save as text files, print, and submit.
- D. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

END OF SECTION 260523

SECTION 284621.11 - ADDRESSABLE FIRE-ALARM SYSTEMS

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. Existing fire-alarm system to be modified.
2. Addressable fire-alarm system.
3. Manual fire-alarm boxes.
4. System smoke detectors.
5. Duct smoke detectors.
6. Heat detectors.
7. Fire-alarm notification appliances.
8. Fire-alarm remote annunciators.
9. Fire-alarm addressable interface devices.

- B. Related Requirements:

1. Section 260523 "Control Voltage Electrical Power Cables" for cables and conductors for fire-alarm systems.
2. Section 284700 "Mass Notification", for system component that broadcast through various type of notifications.

1.3 DEFINITIONS

- A. DACT: Digital alarm communicator transmitter.
- B. EMT: Electrical metallic tubing.
- C. High-Performance Building: A building that integrates and optimizes on a life-cycle basis all major high-performance attributes, including energy conservation, environment, safety, security, durability, accessibility, cost-benefit, productivity, sustainability, functionality, and operational considerations.
- D. Mode: The terms "Active Mode," "Off Mode," and "Standby Mode" are used as defined in the 2007 Energy Independence and Security Act (EISA).
- E. NICET: National Institute for Certification in Engineering Technologies.
- F. PC: Personal computer.

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G. Voltage Class: For specified circuits and equipment, voltage classes are defined as follows:

1. Control Voltage: Listed and labeled for use in remote-control, signaling, and power-limited circuits supplied by a Class 2 or Class 3 power supply having rated output not greater than 150 V and 5 A, allowing use of alternate wiring methods complying with NFPA 70, Article 725.
2. Low Voltage: Listed and labeled for use in circuits supplied by a Class 1 or other power supply having rated output not greater than 1000 V, requiring use of wiring methods complying with NFPA 70, Article 300, Part I.

1.4 SEQUENCING AND SCHEDULING

- A. Existing Fire-Alarm Equipment: Maintain existing equipment fully operational until new equipment has been installed. As devices are replaced and device circuits are transferred to the new equipment, provide testing. Provide complete testing and acceptance when the entire facility is being protected with the new system. Coordinate work with the installation of the Mass Notification system.
- B. Equipment Removal: After acceptance of new fire-alarm system, remove existing disconnected fire-alarm equipment and wiring.

1.5 ACTION SUBMITTALS

- A. Approved Permit Submittal: Submittals must be approved by authorities having jurisdiction prior to submitting them to Architect.
- B. Product Data: For each type of product, including furnished options and accessories.
 1. Include construction details, material descriptions, dimensions, profiles, and finishes.
 2. Include rated capacities, operating characteristics, and electrical characteristics.
- C. Shop Drawings: For fire-alarm system.
 1. Comply with recommendations and requirements in "Documentation" section of "Fundamentals" chapter in NFPA 72.
 2. Include plans, elevations, sections, and details, including details of attachments to other Work.
 3. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and locations. Indicate conductor sizes, indicate termination locations and requirements, and distinguish between factory and field wiring.
 4. Detail assembly and support requirements.
 5. Include voltage drop calculations for notification-appliance circuits.
 6. Include battery-size calculations.
 7. Include input/output matrix.
 8. Include written statement from manufacturer that equipment and components have been tested as a system and comply with requirements in this Section and in NFPA 72.
 9. Include performance parameters and installation details for each detector.

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10. Verify that each duct detector is listed for complete range of air velocity, temperature, and humidity possible when air-handling system is operating.
11. Provide program report showing that air-sampling detector pipe layout balances pneumatically within airflow range of air-sampling detector.
12. Provide control wiring diagrams for fire-alarm interface to HVAC; coordinate location of duct smoke detectors and access to them.
 - a. Show critical dimensions that relate to placement and support of sampling tubes, detector housing, and remote status and alarm indicators.
 - b. Show field wiring required for HVAC unit shutdown on alarm.
 - c. Locate detectors in accordance with manufacturer's written instructions.
13. Include voice/alarm signaling-service equipment rack or console layout, grounding schematic, amplifier power calculation, and single-line connection diagram.
14. Include floor plans to indicate final outlet locations showing address of each addressable device. Show size and route of cable and conduits and point-to-point wiring diagrams.

1.6 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Qualification Statements: For Installer.
- C. Buy American certification.
- D. Sample Warranty: Submittal must include line-item pricing for replacement parts and labor.

1.7 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For fire-alarm systems and components to include in emergency, operation, and maintenance manuals.
 1. Include the following and deliver copies to authorities having jurisdiction:
 - a. Comply with "Records" section of "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - b. Provide "Fire-Alarm and Emergency Communications System Record of Completion Documents" in accordance with "Completion Documents" Article in "Documentation" section of "Fundamentals" chapter in NFPA 72.
 - c. Complete wiring diagrams showing connections between devices and equipment. Each conductor must be numbered at every junction point with indication of origination and termination points.
 - d. Riser diagram.
 - e. Device addresses.
 - f. Record copy of site-specific software.
 - g. Provide "Inspection and Testing Form" in accordance with "Inspection, Testing and Maintenance" chapter in NFPA 72, and include the following:
 - 1) Equipment tested.

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- 2) Frequency of testing of installed components.
- 3) Frequency of inspection of installed components.
- 4) Requirements and recommendations related to results of maintenance.
- 5) Manufacturer's user training manuals.

- h. Manufacturer's required maintenance related to system warranty requirements.
- i. Abbreviated operating instructions for mounting at FACU and each annunciator unit.

B. Software and Firmware Operational Documentation:

1. Software operating and upgrade manuals.
2. Program Software Backup: On USB media and approved online.
3. Device address list.
4. Printout of software application.

1.8 QUALITY ASSURANCE

A. Installer Qualifications:

1. Personnel must be trained and certified by manufacturer for installation of units required for this Project.
2. Installation must be by personnel certified by NICET as fire-alarm Level III technician.
3. Obtain certification by NRTL in accordance with NFPA 72.
4. Licensed or certified by authorities having jurisdiction.

1.9 BUY AMERICAN

A. Buy American Requirements:

1. Completed Buy American Certification
 - a. Comply with 00 4410 and 100% Buy American compliance.
 - b. Comply with Type 3 or Type 4 waiver.

1.10 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace fire-alarm system equipment and components that fail because of defects in materials or workmanship within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

1.11 PROJECT CONDITIONS

A. Perform a full test of the existing system prior to starting work. Document any equipment or components not functioning as designed.

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- B. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service according to requirements indicated:
 - 1. Notify Owner no fewer than seven days in advance of proposed interruption of fire-alarm service.
 - 2. Do not proceed with interruption of fire-alarm service without Owner written permission.
- C. Use of Devices during Construction: Protect devices during construction unless devices are place in service to protect the facility during construction.
- D. System scheduled outages when Fire Alarm not fully functional, FIRE WATCH shall be provided and coordinated with Capital City Fire & Rescue.
- E. Coordinate the work with the North Terminal Reconstruction Project.

PART 2 - PRODUCTS

2.1 ADDRESSABLE FIRE-ALARM SYSTEM

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products manufactured by SimplexGrinnell or products that are equally compliance with requirements and approved by the Owner.
- B. Description:
 - 1. Noncoded, UL-certified addressable system, with multiplexed signal transmission and voice, horn-and-strobe notification for evacuation.
 - 2. Provide system manufacturer's certification that all components provided have been tested as, and will operate as, a system.
 - 3. All components provided shall be listed for use with the selected system.
- C. Performance Criteria:
 - 1. Regulatory Requirements:
 - a. Fire-Alarm Components, Devices, and Accessories: Listed and labeled by a NRTL in accordance with NFPA 70 for use with selected fire-alarm system and marked for intended location and application.
 - 2. General Characteristics:
 - a. Fire-alarm signal initiation must be by one or more of the following devices and systems:
 - 1) Manual stations.
 - 2) Heat detectors.
 - 3) Smoke detectors.

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- 4) Duct smoke detectors.
 - 5) Automatic sprinkler system water flow.
 - 6) Dry system pressure flow switch.
- b. Fire-alarm signal must initiate the following actions:
- 1) Continuously operate alarm notification appliances, including voice evacuation notices.
 - 2) Identify alarm and specific initiating device at FACU, and remote annunciators.
 - 3) Transmit alarm signal to remote alarm receiving station.
 - 4) Activate voice/alarm communication system.
 - 5) Switch HVAC equipment controls to fire-alarm mode.
 - 6) Recall elevators to primary or alternate recall floors.
 - 7) Record events in system memory.
- c. Supervisory signal initiation must be by one or more of the following devices and actions:
- 1) Valve supervisory switch.
 - 2) High- or low-air-pressure switch of dry-pipe sprinkler system.
 - 3) Independent fire-detection and -suppression systems.
 - 4) Zones or individual devices have been disabled.
 - 5) FACU has lost communication with network.
- d. System trouble signal initiation must be by one or more of the following devices and actions:
- 1) Open circuits, shorts, and grounds in designated circuits.
 - 2) Opening, tampering with, or removing alarm-initiating and supervisory signal-initiating devices.
 - 3) Loss of communication with addressable sensor, input module, relay, control module, remote annunciator, printer interface, or Ethernet module.
 - 4) Loss of primary power at FACU.
 - 5) Ground or single break in internal circuits of FACU.
 - 6) Abnormal ac voltage at FACU.
 - 7) Break in standby battery circuitry.
 - 8) Failure of battery charging.
 - 9) Abnormal position of switch at FACU or annunciator.
 - 10) Voice signal amplifier failure.
- e. System Supervisory Signal Actions:
- 1) Initiate notification appliances.
 - 2) Identify specific device initiating event at FACU, and remote annunciators.
 - 3) After time delay of 200 seconds transmit trouble or supervisory signal to remote alarm receiving station.

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2.2 FIRE-ALARM CONTROL UNIT (FACU)

A. General Requirements for Fire-Alarm Control Unit:

1. Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864.
 - a. System software and programs shall be held in nonvolatile flash, electrically erasable, programmable, read-only memory, retaining the information through failure of primary and secondary power supplies.
 - b. Include a real-time clock for time annotation of events on the event recorder and printer.
 - c. Provide communication between the FACP and remote circuit interface panels, annunciators, and displays.
 - d. The FACP shall be listed for connection to a central-station signaling system service.
 - e. Provide nonvolatile memory for system database, logic, and operating system and event history. The system shall require no manual input to initialize in the event of a complete power down condition. The FACP shall provide a minimum 500-event history log.
2. Addressable Initiation Device Circuits: The FACP shall indicate which communication zones have been silenced and shall provide selective silencing of alarm notification appliance by building communication zone.
3. Addressable Control Circuits for Operation of Notification Appliances and Mechanical Equipment: The FACU shall be listed for releasing service.

B. Alphanumeric Display and System Controls: Arranged for interface between human operator at fire-alarm control unit and addressable system components including annunciation and supervision. Display alarm, supervisory, and component status messages and the programming and control menu.

1. Annunciator and Display: Liquid-crystal type, 80 characters, minimum.
2. Keypad: Arranged to permit entry and execution of programming, display, and control commands.

C. Initiating-Device, Notification-Appliance, and Signaling-Line Circuits:

1. Pathway Class Designations: NFPA 72, Class B.
2. Pathway Survivability: Level 0.
3. Install no more than 100 addressable devices on each signaling-line circuit.
4. Serial Interfaces:
 - a. One RS 485 port for remote annunciators, Ethernet module, or multi-interface module (printer port).
 - b. One USB port for PC configuration.
 - c. One RS 232 port for voice evacuation interface.

D. Notification-Appliance Circuit:

1. Audible appliances shall sound in a three-pulse temporal pattern, as defined in NFPA 72.

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2. Visual alarm appliances shall flash in synchronization where multiple appliances are in the same field of view, as defined in NFPA 72.
- E. Elevator Recall:
1. Elevator recall shall be initiated only by one of the following alarm-initiating devices:
 - a. Elevator lobby detectors except the lobby detector on the designated floor.
 - b. Smoke detectors in elevator hoistway.
 2. Elevator controller shall be programmed to move the cars to the alternate recall floor if lobby detectors located on the designated recall floors are activated.
- F. Remote Smoke-Detector Sensitivity Adjustment: Controls shall select specific addressable smoke detectors for adjustment, display their current status and sensitivity settings, and change those settings. Allow controls to be used to program repetitive, time-scheduled, and automated changes in sensitivity of specific detector groups. Record sensitivity adjustments and sensitivity-adjustment schedule changes in system memory and print out the final adjusted values on system printer.
- G. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory, and trouble signals to a remote alarm station.
- H. Voice/Alarm Signaling Service: Central emergency communication system with redundant microphones, preamplifiers, amplifiers, and tone generators. Refer to Section 284700 "Mass Notification Systems".
- I. Primary Power: 24-V dc obtained from 120-V ac service and a power-supply module. Initiating devices, notification appliances, signaling lines, trouble signals, supervisory signals and supervisory and digital alarm communicator transmitters shall be powered by 24-V dc source.
1. Alarm current draw of entire fire-alarm system shall not exceed 80 percent of the power-supply module rating.
- J. Secondary Power: 24-V dc supply system with batteries, automatic battery charger, and automatic transfer switch.
1. Batteries: Sealed, valve-regulated, recombinant lead acid.
- K. Instructions: Computer printout or typewritten instruction card mounted behind a plastic or glass cover in a stainless-steel or aluminum frame. Include interpretation and describe appropriate response for displays and signals. Briefly describe the functional operation of the system under normal, alarm, and trouble conditions.

2.3 MANUAL FIRE-ALARM BOXES

- A. General Requirements for Manual Fire-Alarm Boxes: Comply with UL 38. Boxes must be finished in red with molded, raised-letter operating instructions in contrasting color; must show

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visible indication of operation; and must be mounted on recessed outlet box. If indicated as surface mounted, provide manufacturer's surface back box.

1. Single-action mechanism, pull-lever type; with integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to FACU.
2. Indoor Protective Shield: Factory-fabricated, clear plastic enclosure hinged at top to permit lifting for access to initiate alarm. Lifting cover actuates integral battery-powered audible horn intended to discourage false-alarm operation.

2.4 SYSTEM SMOKE DETECTORS

A. Photoelectric Smoke Detectors:

a. General Characteristics:

- 1) Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to FACU.
- 2) Base Mounting: Detector and associated electronic components must be mounted in twist-lock module that connects to fixed base. Provide terminals in fixed base for connection to building wiring.
- 3) Detector address must be accessible from FACU and must be able to identify detector's location within system and its sensitivity setting.
- 4) Operator at FACU, having designated access level, must be able to manually access the following for each detector:
 - a) Primary status.
 - b) Device type.
 - c) Present average value.
 - d) Present sensitivity selected.
 - e) Sensor range (normal, dirty, etc.).

2.5 HEAT DETECTORS

A. General Requirements for Heat Detectors: Comply with UL 521.

1. Temperature sensors shall test for and communicate the sensitivity range of the device.

B. Heat Detector, Combination Type: Actuated by either a fixed temperature of 135 deg F (57 deg C) or a rate of rise that exceeds 15 deg F (8 deg C) < per minute unless otherwise indicated.

1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

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- C. Heat Detector, Fixed-Temperature Type: Actuated by temperature that exceeds a fixed temperature of 190 deg F (88 deg C).
 - 1. Mounting: Twist-lock base interchangeable with smoke-detector bases.
 - 2. Integral Addressable Module: Arranged to communicate detector status (normal, alarm, or trouble) to fire-alarm control unit.

2.6 FIRE-ALARM NOTIFICATION APPLIANCES

A. Fire-Alarm Audible Notification Appliances:

- 1. Performance Criteria:
 - a. General Characteristics:
 - 1) Individually addressed, connected to signaling-line circuit, equipped for mounting as indicated, and with screw terminals for system connections.
 - 2) Connected to notification-appliance signal circuits, zoned as indicated, equipped for mounting as indicated, and with screw terminals for system connections.
 - 3) Horns: Electric-vibrating-polarized type, 24 V(dc); with provision for housing operating mechanism behind grille. Comply with UL 464. Horns must produce sound-pressure level of 90 dB(A-weighted), measured 10 ft. (3 m) from horn, using coded signal prescribed in UL 464 test protocol.
 - 4) Combination Devices: Factory-integrated audible and visible devices in single-mounting assembly, equipped for mounting as indicated, and with screw terminals for system connections.

B. Fire-Alarm Visible Notification Appliances:

- 1. Performance Criteria:
 - a. Regulatory Requirements:
 - 1) NFPA 72.
 - 2) UL 1971.
 - b. General Characteristics:
 - 1) Rated Light Output:
 - a) 15/30/75/110 cd, selectable in field.
 - 2) Clear or nominal white polycarbonate lens mounted on aluminum faceplate.
 - 3) Mounting: Wall mounted unless otherwise indicated.
 - 4) For units with guards to prevent physical damage, light output ratings must be determined with guards in place.

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- 5) Flashing must be in temporal pattern, synchronized with other units.
- 6) Strobe Leads: Factory connected to screw terminals.
- 7) Mounting Faceplate: Factory finished, red.

2.7 FIRE-ALARM REMOTE ANNUNCIATORS

A. Performance Criteria:

1. Regulatory Requirements:
 - a. NFPA 72.
2. General Characteristics:
 - a. Annunciator functions must match those of FACU for alarm, supervisory, and trouble indications. Manual switching functions must match those of FACU, including acknowledging, silencing, resetting, and testing.
 - 1) Mounting: Flush cabinet, NEMA 250, Type 1.
 - b. Display Type and Functional Performance: Alphanumeric display and LED indicating lights must match those of FACU. Provide controls to acknowledge, silence, reset, and test functions for alarm, supervisory, and trouble signals.

2.8 FIRE-ALARM ADDRESSABLE INTERFACE DEVICES

A. Performance Criteria:

1. Regulatory Requirements:
 - a. NFPA 72.
2. General Characteristics:
 - a. Include address-setting means on module.
 - b. Store internal identifying code for control panel use to identify module type.
 - c. Listed for controlling HVAC fan motor controllers.
 - d. Monitor Module: Microelectronic module providing system address for alarm-initiating devices for wired applications with normally open contacts.
 - e. Integral Relay: Capable of providing direct signal to elevator controller to initiate elevator recall to circuit-breaker shunt trip for power shutdown.
 - 1) Allow control panel to switch relay contacts on command.
 - 2) Have minimum of two normally open and two normally closed contacts available for field wiring.
 - f. Control Module:
 - 1) Operate notification devices.
 - 2) Operate solenoids for use in sprinkler service.

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2.9 DIGITAL ALARM COMMUNICATOR TRANSMITTER

- A. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632.
- B. Functional Performance: Unit shall receive an alarm, supervisory, or trouble signal from fire-alarm control unit and automatically capture two telephone line(s) and dial a preset number for a remote central station. When contact is made with central station(s), signals shall be transmitted. If service on either line is interrupted for longer than 45 seconds, transmitter shall initiate a local trouble signal and transmit the signal indicating loss of telephone line to the remote alarm receiving station over the remaining line. Transmitter shall automatically report telephone service restoration to the central station. If service is lost on both telephone lines, transmitter shall initiate the local trouble signal.
- C. Local functions and display at the digital alarm communicator transmitter shall include the following:
 - 1. Verification that both telephone lines are available.
 - 2. Programming device.
 - 3. LED display.
 - 4. Manual test report function and manual transmission clear indication.
 - 5. Communications failure with the central station or fire-alarm control unit.
- D. Secondary Power: Integral rechargeable battery and automatic charger.
- E. Self-Test: Conducted automatically every 24 hours with report transmitted to central station.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for ventilation, temperature, humidity, and other conditions affecting performance of the Work.
 - 1. Verify that manufacturer's written instructions for environmental conditions have been permanently established in spaces where equipment and wiring are installed, before installation begins.
- B. Examine roughing-in for electrical connections to verify actual locations of connections before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.
- D. Prior to any demolition of the existing system, test the complete system and identify any malfunctioning components. Repair any part of the system that will be retained outside the project area.

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3.2 PREPARATION

- A. Preinstallation Testing: Perform verification of functionality of installed components of existing system prior to starting work. Document equipment or components not functioning as designed.
- B. Interruption of Existing Fire-Alarm Service: Do not interrupt fire-alarm service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary guard service in accordance with requirements indicated:
 - 1. Notify Construction Manager no fewer than seven days in advance of proposed interruption of fire-alarm service.
 - 2. Do not proceed with interruption of fire-alarm service without Construction Manager's written permission.
- C. Protection of In-Place Conditions: Protect devices during construction unless devices are placed in service to protect facility during construction.

3.3 INSTALLATION OF EQUIPMENT

- A. Comply with NECA 305, NFPA 72, NFPA 101, and requirements of authorities having jurisdiction for installation and testing of fire-alarm equipment. Install electrical wiring to comply with requirements in NFPA 70 including, but not limited to, Article 760, "Fire Alarm Systems."
 - 1. Devices placed in service before other trades have completed cleanup must be replaced.
 - 2. Devices installed, but not yet placed, in service must be protected from construction dust, debris, dirt, moisture, and damage in accordance with manufacturer's written storage instructions.
- B. Install wall-mounted equipment, with tops of cabinets not more than 78 inch (1980 mm) above finished floor.
- C. Manual Fire-Alarm Boxes:
 - 1. Install manual fire-alarm box in normal path of egress within 60 inch (1520 mm) of exit doorway.
 - 2. Mount manual fire-alarm box on background of contrasting color.
 - 3. Operable part of manual fire-alarm box must be between 42 and 48 inch (1060 and 1220 mm) above floor level. Devices must be mounted at same height unless otherwise indicated.
- D. Audible Alarm-Indicating Devices: Install not less than 6 inches (150mm) below the ceiling. Install horns on flush-mounted back boxes with the device – operating mechanism concealed behind a grille. Install all devices at the same height unless otherwise indicated.
- E. Visible Alarm-Indicating Devices: Install adjacent to each alarm horn and at least 6 inches (150mm) below the ceiling. Install all devices at the same height unless otherwise indicated.
- F. Device Location-Indicating Lights: Locate in public space near the device they monitor.

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3.4 PATHWAYS

- A. Pathways shall be installed in EMT.
- B. Exposed EMT shall be painted red enamel.

3.5 ELECTRICAL CONNECTIONS

- A. Install electrical devices furnished by manufacturer, but not factory mounted, in accordance with NFPA 70 and NECA 1.
- B. Install nameplate for each electrical connection, indicating electrical equipment designation and circuit number feeding connection.
 - 1. Nameplate must be laminated acrylic or melamine plastic signs with black background and engraved white letters at least 1/2 inch (13 mm) high.

3.6 CONTROL CONNECTIONS

- A. Install control and electrical power wiring to field-mounted control devices.
- B. Install nameplate for each control connection, indicating field control panel designation and I/O control designation feeding connection.

3.7 PATHWAYS

- A. Pathways must be installed in EMT.
- B. Exposed EMT must be painted red enamel.

3.8 CONNECTIONS

- A. Make addressable connections with supervised interface device to the following devices and systems. Install interface device less than 36 inch (910 mm) from device controlled. Make addressable confirmation connection when such feedback is available at device or system being controlled.

3.9 IDENTIFICATION

- A. Install framed instructions in location visible from FACU.

3.10 GROUNDING

- A. Ground Fire-alarm control unit and associated circuits: comply with IEEE 1100. Install a ground wire from main service ground to fire-alarm control unit.

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- B. Ground shielded cables at control panel location only. Insulate shield at device location.

3.11 FIELD QUALITY CONTROL

- A. Field tests must be witnessed by Architect.
- B. Administrant for Tests and Inspections:
 - 1. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.
- C. Tests and Inspections:
 - 1. Visual Inspection: Conduct visual inspection prior to testing.
 - a. Inspection must be based on completed record Drawings and system documentation that is required by "Completion Documents, Preparation" table in "Documentation" section of "Fundamentals" chapter in NFPA 72.
 - b. Comply with "Visual Inspection Frequencies" table in "Inspection" section of "Inspection, Testing and Maintenance" chapter in NFPA 72; retain "Initial/Reacceptance" column and list only installed components.
 - 2. System Testing: Comply with "Test Methods" table in "Testing" section of "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - 3. Test audible appliances for public operating mode in accordance with manufacturer's written instructions. Perform test using portable sound-level meter complying with Type 2 requirements in ASA S1.4 Part 1/IEC 61672-1.
 - 4. Test audible appliances for private operating mode in accordance with manufacturer's written instructions.
 - 5. Test visible appliances for public operating mode in accordance with manufacturer's written instructions.
 - 6. Factory-authorized service representative must prepare "Fire Alarm System Record of Completion" in "Documentation" section of "Fundamentals" chapter in NFPA 72 and "Inspection and Testing Form" in "Records" section of "Inspection, Testing and Maintenance" chapter in NFPA 72.
- D. Reacceptance Testing: Perform reacceptance testing to verify proper operation of added or replaced devices and appliances.
- E. Fire-alarm system will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.
- G. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and inspections.
- H. Annual Test and Inspection: One year after date of Substantial Completion, test fire-alarm system complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

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3.12 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain fire-alarm system.

3.13 MAINTENANCE

- A. Maintenance Service: Beginning at Substantial Completion, maintenance service must include 12 months' full maintenance by skilled employees of manufacturer's designated service organization. Include preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper operation. Parts and supplies must be manufacturer's authorized replacement parts and supplies.
 - 1. Include visual inspections in accordance with "Visual Inspection Frequencies" table in "Testing" paragraph of "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - 2. Perform tests in "Test Methods" table in "Testing" paragraph of "Inspection, Testing and Maintenance" chapter in NFPA 72.
 - 3. Perform tests per "Testing Frequencies" table in "Testing" paragraph of "Inspection, Testing and Maintenance" chapter in NFPA 72.

3.14 SOFTWARE SERVICE AGREEMENT

- A. Comply with UL 864.
- B. Technical Support: Beginning at Substantial Completion, service agreement must include software support for two years.
- C. Upgrade Service: At Substantial Completion, update software to latest version at no additional cost to Owner. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software must include operating system and new or revised licenses for using software.
 - 1. Upgrade Notice: At least 30 days to allow Owner to schedule access to system and to upgrade computer equipment if necessary.

END OF SECTION 284621.11

SECTION 284700 - MASS NOTIFICATION

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. Mass notification system (MNS).
2. Autonomous control units (ACUs).
3. Prerecorded message devices.
4. Audio amplifiers.
5. Audible signaling devices.
6. Speaker-based notification appliances.
7. Web interfaces.
8. Overvoltage and surge protection.
9. Software.

B. Related Requirements:

1. Section 284621.11 "Addressable Fire-Alarm Systems" for FACUs that interface with MNS equipment in this Section to create an EVACS.

1.3 DEFINITIONS

A. ATP: Acceptance Test Procedure.

B. Broadcast Media: Loudspeakers, radios, cellular phones, and other media that will carry the selected message to the selected audience.

C. Control Unit: A system component that monitors inputs and controls outputs through various types of circuits.

1. Autonomous Control Unit (ACU): The primary control unit for an in-building mass notification system (MNS).
2. Emergency Communications Control Unit (ECCU): A system capable of sending mass notification messages to individual buildings, zones of buildings, individual outdoor loudspeaker arrays, or zones of outdoor loudspeaker arrays; or a building, multiple buildings, outside areas, or a combination of these.
3. Fire-alarm control unit (FACU).

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- D. Emergency Communications System (ECS): A system for the protection of life by indicating the existence of an emergency situation and communicating information necessary to facilitate an appropriate response and action.
 - 1. Emergency Voice/Alarm Communications System (EVACS): Dedicated manual or automatic facilities for originating and distributing voice instructions, as well as evacuation signals pertaining to an emergency, to the occupants of a building.
 - 2. Mass Notification System (MNS): A system used to provide information and instructions to people in buildings or other spaces using intelligible voice communications and including visual signals, text, graphics, tactile, or other communication methods (in-building MNS); and could have the capability to provide real-time information to outdoor areas and to communicate with other notification systems provided for a campus, region, or global geographic setting (wide-area MNS).
- E. Local Operating Console (LOC): Equipment used by authorized personnel and emergency responders to activate and operate a mass notification system (MNS).
- F. NICET: National Institute for Certification in Engineering Technologies.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
 - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
 - 3. Power calculations.
 - 4. Battery capacity calculations with the following supporting information:
 - a. Supervisory power requirements for all equipment.
 - b. Alarm power requirements for all equipment.
 - c. Power supply rating.
 - d. Voltage drop calculations for wiring runs demonstrating worst-case condition.
 - e. Notification appliance circuit design.
- B. Shop Drawings: For MNS, prepared by qualified Installer.
 - 1. Include plans, elevations, sections, and mounting details.
 - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Detail fabrication and assembly of the following:
 - a. Control units.
 - 4. Include diagrams for power, signal, and control wiring.

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1.5 INFORMATIONAL SUBMITTALS

A. Certificates:

1. Seismic Performance Certificates: For FACU, accessories, and components, from manufacturer. Include the following information:
 - a. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - b. Dimensioned Outline Drawings of Equipment Unit: Identify center of gravity and locate and describe mounting and anchorage provisions.
 - c. Detailed description of equipment anchorage devices on which certification is based and their installation requirements.
2. Buy American Compliance Certificates: For FACU, accessories, and components, from manufacturer. Include the following information:
 - a. Indicate project components comply with 00 4410 100% Buy American compliance.
 - b. Indicate project components comply with Type 3 or Type 4 waiver.

B. Test and Evaluation Reports:

1. Product Test Reports: For each amplifier and loudspeaker, for tests performed by manufacturer and witnessed by a qualified testing agency.

C. Source Quality-Control Submittals:

1. Source quality-control reports.

D. Field Quality-Control Submittals:

1. Field quality-control reports.

E. Qualification Statements: For Installer.

F. Sample warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For amplifiers and loudspeakers to include in emergency, operation, operation, and maintenance manuals.
- B. Computer-generated instruction card mounted behind a Lexan plastic or glass cover in a stainless steel or aluminum frame. Card must indicate those steps to be taken by an operator when a signal is received as well as functional operation of system under all conditions: normal, alarm, supervisory, and trouble.

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- C. Record Documentation: System documentation to Owner including, but not limited to, the following:
 - 1. System record Drawings and wiring details, including one set of full-size printed Drawings, and digital file with copies of record Drawings in PDF format and DXF format.
 - 2. Documentation of all component and wiring identification, including a copy of each equipment nameplate.
 - 3. System matrix showing interaction of all input signals with output commands.
 - 4. Documentation of system voltage, current, and resistance readings taken during installation, testing, and ATP phases of system installation.
- D. System program showing control devices and operations, and system functions of equipment and devices.
- E. Software: For PC-based control systems, including installation media and unrestricted, permanent, licenses for installed operating system and applications.
- F. Software and Firmware Operational Documentation:
 - 1. Software operating and upgrade manuals.
 - 2. Program Software Backup: On USB media or approved online or cloud solution.
 - 3. Device address list.
 - 4. Printout of software application and graphic screens.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Extra Stock Material: Furnish extra materials to Owner that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Loudspeakers: Quantity equal to five percent of quantity installed for each type indicated, but no fewer than one unit(s).
 - 2. Special Tools: Software, connecting cables, and proprietary equipment necessary for maintenance, testing, and reprogramming of equipment. Tools listed by part number in operation and maintenance manuals are considered special tools.
- B. Tools:
 - 1. Proprietary equipment and software required to implement future changes to MNS.
- C. Schedule of maintenance material items.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: ISO 9001 certified for products delivered.

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B. Installer Qualifications:

1. Personnel must be trained and certified by manufacturer for installation of units required for this Project.
2. Installation must be by personnel certified by NICET as fire-alarm Level III technician.
3. Obtain certification by NRTL in accordance with NFPA 72.
4. Licensed or certified by authorities having jurisdiction.

1.9 FIELD CONDITIONS

A. Seismic Conditions: Unless otherwise indicated on Contract Documents, specified Work in this Section must withstand the seismic hazard design loads determined in accordance with ASCE/SEI 7 for installed elevation above or below grade.

1. The term "withstand" means "unit must remain in place without separation of parts from unit when subjected to specified seismic hazard design loads and unit must be fully operational after seismic event.
2. Component Importance Factor: 1.5.

B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.10 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of MNS that fail(s) in materials or workmanship within specified warranty period.

1. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MASS NOTIFICATION SYSTEM (MNS)

A. Source Limitations: Obtain MNS from single source or producer.

B. Basis-of-Design Product: Subject to compliance with requirements, provide products manufactured by SimplexGrinnell or products that are equally compliance with requirements and approved by the Owner.

C. Performance Criteria:

1. Regulatory Requirements:

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- a. Listed and labeled by a NRTL in accordance with NFPA 70, Article 760; NFPA 72, Ch. 24; and UL 2572 and marked for intended location and application.
2. General Characteristics:
 - a. ECS Classification: One-way, in-building EVACS.
 - b. Provide the following specified products with the MNS:
 - 1) ACU.
 - 2) Prerecorded message device.
 - 3) Audio amplifiers.
 - 4) Audible signaling devices.
 - 5) Speakers for voice notification.
 - 6) Visible signaling devices for hearing impaired.
 - 7) Web interfaces.
 - 8) Overvoltage and surge protection.
 - 9) Software.
 - c. Software-operated, network-based communications system with wired and wireless access points for control interface. Designated operators must be able to log in via a web browser and have complete access to their own portion of MNS.
 - d. ACU must monitor and control the notification appliance network and provide consoles for local operation. Authorized personnel must be able to use a console to initiate delivery of prerecorded voice messages, provide live voice messages and instructions, and initiate visual strobe and optional textual message notification appliances. ACU must override audible fire-alarm notification signals and voice messages based on the approved sequence of operation described in the risk analysis.
 - e. MNS messaging system must be capable of the following:
 - 1) Communicating through use of wired networks, or wireless networks via wireless control units, for one- or two-way communications and control between a building or area and emergency personnel.
 - 2) Automatically distribute no fewer than 100 simultaneous and unique messages to appropriate notification appliances.
 - 3) Allow multiple operators to send messages simultaneously.
 - 4) Grant access for control to another control station if location in control becomes inoperable and/or authorized operator at that control station can no longer operate the control station.
 - 5) Send voice messages and text messages with an indication of the source of message that can only be sent from message source.
 - 6) Send alert messages to end users (recipients) via multiple delivery methods including, but not limited to, the following:
 - a) Audio-visual network alerts to computers via desktop pop-up.
 - b) Text alerts to cellular phones and pagers.
 - c) Text alerts to email clients.
 - d) Alerts to visible appliances.
 - e) Audio alerts to phones.
 - f) Audio alerts to loudspeakers.
 - g) Audio alerts to existing wide-area or in-building ECS.

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- h) Network alerts to other IP-connected devices via standard XML and CAP protocols.
- 7) Suppress contact information for other end users with messages or in message headers.
- f. Live announcements or prerecorded messages. Live messages must take precedence over prerecorded messages.
- g. Notification appliance network must consist of loudspeakers and visual notification devices located to provide intelligible instructions at all acoustically distinguishable spaces designated by designer to receive messages.
- h. Interface with FACU to use visual alarms of fire-alarm system.
- i. Give priority to MNS announcements over other audible announcements of the system including fire-alarm system in a normal or alarm state based on the approved risk analysis. When an emergency announcement other than fire is activated during a fire alarm, fire-alarm system functions must continue in an alarm state, except for output signals of fire-alarm audible and visual notification appliances.
- j. Comply with speech intelligibility requirements of NFPA 72.
- k. Capable of overriding local control of loudspeaker volume levels for emergency communications. Local controls must be permitted to adjust volume levels of non-emergency signals only, such as, but not limited to, background music and convenience paging.
- l. Capable of providing separate messages to one individual building or to multiple buildings at given time if MNS serves more than one building.
- m. Capable of monitoring emergency notifications from multiple data sources (National Weather Service, Emergency Managers Weather Information Network, Naval Meteorology and Oceanography, and others as determined locally) and automatically send out notifications to designated facilities and personnel based on predefined rules.
- n. Capable of centrally tracking, in real-time, all alerting activities for each individual recipient, including sending, receiving, and responding to alerts, and of generating reports based on tracked information.
- o. Capable of operating remote printer via USB output. Provide matching printer listed and labeled as part of MNS.
- p. Primary Power: Must be sized to supply not less than 125 percent of the total connected load in a worst-case condition.
 - 1) Devices Powered by 24 V dc:
 - a) Control units.
 - b) Notification appliances.
 - c) Trouble signals.
 - d) Supervisory signals.
 - e) Supervisory and digital alarm communicator transmitters.
- q. Secondary Power: Must be sized to supply not less than 125 percent of the total connected load in a worst-case condition.
 - 1) Batteries: Sealed lead calcium or Sealed, valve-regulated, recombinant lead acid.

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2.2 AUTONOMOUS CONTROL UNITS (ACUs)

A. Performance Criteria:

1. Regulatory Requirements:

- a. Listed and labeled by a NRTL in accordance with NFPA 70, Article 760; NFPA 72, Ch. 24; and UL 2572 and marked for intended location and application.

2. General Characteristics:

- a. Fully enclosed in a lockable steel cabinet with access for testing, and maintenance from the front of enclosure.
- b. Solid-state, modular components, internally mounted and arranged for easy access for power, supervision, control, and logic for system.
- c. 120 V ac, 60 Hz power supply.
- d. An indicator for each message source must indicate which sources are available and which are selected.
- e. Indicators for broadcast media used to convey the selected message to selected audience must indicate which sources are available and which are selected.
- f. Capable of confirming receipt of a message. If message was not confirmed received, system must be capable of using other means of contact until receipt of confirmation or until a preset time has elapsed.
- g. Capable of automatically sending another message after receipt of a new information or messages.
- h. Operator Access Functions:
 - 1) Select prerecorded message for transmission.
 - 2) Select microphone for live broadcast.
 - 3) Initiate message broadcast.
 - 4) Terminate message broadcast.
- i. Supervisory Access Functions:
 - 1) Reset time and date.
 - 2) Enable or disable printouts, initiators, and event-initiated programs.
 - 3) Enable or disable individual message sources and broadcast media.
 - 4) Supervisory level functions must not require computer programming skills. MNS must record changes to program functions, to be maintained in ACU for a minimum of one year. ACU must maintain the ID of supervisor making the change.
- j. System Operator Level Access Functions:
 - 1) Clear supervisory trouble alarms.
 - 2) Revise programming.
 - 3) Revise prerecorded messages.
 - 4) Assign access rights to all levels.

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- 5) MNS must record changes at system operator level in ACU, to be maintained for a minimum of one year. ACU must maintain the ID of system operator making the change.
- k. Capable of no fewer than 500 users, with each user having its own log-in and password credentials and no fewer than four contact methods.
- l. Capable of storing users in one or multiple groups and able to create a minimum of 10 groups.
- m. Each panel must have supervisory functions for power failure, internal component failure, and operation.
- n. MNS must have complete set of self-diagnostics for controller and appliance network, and local diagnostic information display, local diagnostic information, and system event log.
- o. Printed records of changes, supervisory functions, message transmission, and operator actions must be maintained for a minimum of one year.

2.3 PRERECORDED MESSAGE DEVICES

A. Description: Hardware that stores and outputs audible signals or messages.

B. Performance Criteria:

1. Regulatory Characteristics:

- a. Listed and labeled by a NRTL in accordance with NFPA 70, Article 760; NFPA 72, Ch. 24; and UL 2572 and marked for intended location and application.

2. General Characteristics:

- a. One-way, multichannel voice notification system incorporating no fewer than eight distinct sounds selectable by user for tone signaling and incorporating a voice module for delivery of prerecorded or live messages.
- b. Redundant microphones, preamplifiers, amplifiers, and tone generators provided in separate main and remote cabinets.
- c. Voice notification system must support facility-wide public address paging.
- d. Audible appliances must produce an initial message stating, "May I have your attention please?" followed by a voice message with instructions as defined by the risk analysis that is repeated until ACU is reset or silenced. If the intent is for building or floor evacuation, the standard temporal pattern complying with ASA S3.41 will follow the message.
- e. Automatic messages must be broadcast through loudspeakers throughout the building or facility, but not in stairs or elevators.
- f. When using microphones, live messages must be broadcast throughout a selected floor or floors or all call, including stairs and elevators.
- g. Loudspeakers must not be installed in near a microphone that will be used for live messaging.
- h. Live voice message must override automatic or recorded audible output through use of a microphone input at ACU or the remote cabinet.

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- i. Number of alarm channels must be indicated for automatic, simultaneous transmission of different announcements to different zones or for manual transmission of announcements by use of the central-control microphone.
 - 1) Allow sending an evacuation signal to selected zones and, concurrently, allow voice paging to other zones selectively or in combination.
 - 2) Programmable tone and message sequence selection.
 - 3) Standard digitally recorded messages for "Evacuation" and "All Clear."

2.4 AUDIO AMPLIFIERS

A. Performance Criteria:

1. Regulatory Characteristics:

- a. Listed and labeled by a NRTL in accordance with NFPA 70, Article 760; NFPA 72, Ch. 24; and UL 1711 and marked for intended location and application.
- b. ISO 7240-16.

2. General Characteristics:

- a. Audio output must be selectable for line level. Minimum amplifier output must be 100 W rms.
- b. Capable of operating all loudspeakers at the same time.
- c. Loss of operating power, supervisory power, or other malfunction that could render the voice module inoperative must automatically cause the standard temporal tone pattern complying with ASA S3.41 to take over all functions assigned to failed unit in the event an alarm is activated.

2.5 AUDIBLE SIGNALING DEVICES

A. Description: Hardware for broadcast of live voice messages.

B. Performance Criteria:

1. Regulatory Characteristics:

- a. Listed and labeled by a NRTL in accordance with NFPA 70, Article 760; NFPA 72, Ch. 24; and UL 464 and marked for intended location and application.

2. General Characteristics:

- a. Handheld push-to-talk microphone must be supervised, and a key must be required to enable remote microphone use.
- b. Microprocessor must actively integrate circuitry, field wiring, and digital coding necessary for immediate and accurate rebroadcasting of stored voice data into appropriate amplifier input.

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2.6 SPEAKER-BASED NOTIFICATION APPLIANCES

- A. Description: Hardware for public alert/message output. Retain "Indoor Speakers for Voice Notification" Paragraph below if indoor voice notification is included in Project. Indicate locations of speakers on Drawings.
- B. Speakers for Voice Notification:
 - 1. Performance Criteria:
 - a. Regulatory Characteristics:
 - 1) Listed and labeled by a NRTL in accordance with NFPA 70, Article 760; NFPA 72, Ch. 24; and UL 1480 and marked for intended location and application.
 - 2. General Characteristics:
 - a. Construction: High-efficiency, sealed back; for maximum output at minimum power across a frequency range of 150 to 10 000 Hz.
 - b. High-Range Units: Rated 2 to 15 W.
 - c. Low-Range Units: Rated 1 to 2 W.
 - d. Mounting: Surface and Flush as identified in the Drawings.
 - e. Matching Transformers: Tap range matched to acoustical environment of loudspeaker location.

2.7 WEB INTERFACES

- A. Description: Systems hardware capable of using dedicated or existing IP networks to send alert messages.
- B. Performance Criteria:
 - 1. Regulatory Characteristics:
 - a. Listed and labeled by a NRTL in accordance with NFPA 70, Article 760; NFPA 72, Ch. 24; and UL 2572 and marked for intended location and application.
 - 2. General Characteristics:
 - a. System must be able to communicate with multiple modalities to include, but not be limited to, pop-up alerts on PCs, text messages to cellular phones, email messaging to IP-capable computers or devices, and recorded voice messages to VoIP telephones and PCs.
 - b. Capable of activating, through single interface, non-IP alerting systems such as wide-area alerting systems, fire-alarm systems, public address systems, handheld radio systems, radio broadcast systems, and traditional dial-up telephone alerting systems.
 - 3. Options:

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- a. Capable of accessing user screens via multiple web browsers such as Microsoft Explorer, Mozilla Firefox, or Apple Safari.
- b. Capable of sending live video stream from IP-based camera or security camera system to PC or video display.

2.8 OVERVOLTAGE AND SURGE PROTECTION

A. Signaling Line Circuit Surge Protection:

1. Performance Criteria:

a. Regulatory Characteristics:

- 1) Listed and labeled by a NRTL in accordance with NFPA 70, Article 760; NFPA 72, Ch. 24; and UL 497B and marked for intended location and application.

b. General Characteristics:

- 1) Protected against surges induced on signaling line circuit located outdoors.
- 2) Protect cables and conductors that serve as communications links with surge protection devices installed at each end that comply with the following waveforms:
 - a) 10 by 1000-microsecond waveform with a peak of 1500 V and a peak current of 60 A.
 - b) 8 by 20-microsecond waveform with a peak of 1000 V and a peak current of 500 A. Protection must be provided at the equipment. Additional surge protectors, rated for application, must be installed on each circuit within 36 inch (900 mm) of the cable entrance to building.
- 3) Fuses must not be used for surge protection.

B. Sensor Wiring Surge Protection:

1. Performance Criteria:

a. Regulatory Characteristics:

- 1) Listed and labeled by a NRTL in accordance with NFPA 70, Article 760; NFPA 72, Ch. 24; and UL 497D and marked for intended location and application.

b. General Characteristics:

- 1) Digital and analog inputs and outputs must be protected against surges induced by sensor wiring. Inputs and outputs must be tested with the following waveforms:

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- a) 10 by 1000-microsecond waveform with a peak of 1500 V and a peak current of 60 A.
- b) 8 by 20-microsecond waveform with a peak of 1000 V and a peak current of 500 A.

- 2) Fuses must not be used for surge protection.

2.9 SOFTWARE

- A. Description: PC-based equipment that is field programmable for control, notification, and supervisory functions; menu-driven program configuration; password protected.
- B. Performance Criteria:
 - 1. Regulatory Characteristics:
 - a. Listed and labeled by a NRTL in accordance with NFPA 70, Article 760; NFPA 72, Ch. 24; and UL 2572 and marked for intended location and application.
 - 2. General Characteristics:
 - a. Loading and editing instructions and operating sequences as necessary.
 - b. Storing and downloading while the system is in operation.
 - c. Second set of operating software must reside in control units as backup if primary operating software is corrupted.
 - d. Allows 10 remote users.
 - e. Operating system used must be compatible with manufacturer software operating system.
 - f. Memory: Software operations must be stored in nonvolatile programmable memory within MNS control unit. Loss of primary and secondary power must not erase nonvolatile programmable memory.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with installation requirements in NFPA 70, NFPA 72, and NECA 1.
- B. Install remote amplification and control units in terminal cabinets. Power each remote amplification and control unit from a wiring riser specifically for that use or from a local emergency power panel located on the same floor as remote unit.

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- C. Equipment Installation: Install MNS cabinets with seismic-rated anchors and mounting apparatus.
- D. Wiring Method: Install cables in raceways and cable trays except within consoles, cabinets, desks, and counters. Conceal raceway and cables except in unfinished spaces.
 - 1. Install plenum cable in environmental airspaces, including plenum ceilings and in accessible ceiling spaces and in gypsum board partitions where unenclosed wiring is used.
 - 2. Conceal conductors and cables in accessible ceilings, walls, and floors where possible. Suspend cable not in a wireway or pathway a minimum of 8 inch (200 mm) above ceiling by cable supports not more than 60 inch (1500 mm) apart.
 - 3. Do not install cable through structural members or in contact with pipes, ducts, or other potentially damaging items.
 - 4. Secure and support cables at intervals not exceeding 30 inch (750 mm) and not more than 6 inch (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
 - 5. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's written limitations on bending radii. Maintain separation of conductor types as recommended by manufacturer. Install lacing bars and distribution spools.
 - 6. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
 - 7. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamp use is prohibited.
 - 8. Separation of Wires: Separate loudspeaker-microphone, line-level, loudspeaker-level, and power wiring runs. Install MNS wiring in separate raceways or, where exposed or in same enclosure, separate conductors at least 12 inch (300 mm) apart for loudspeaker-microphone wiring and adjacent parallel power and telephone wiring. Separate other intercommunication equipment conductors as recommended by equipment manufacturer.
 - 9. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's written limitations on bending radii. Install lacing bars and distribution spools. Route conductors to allow accessibility to equipment for adjustment and maintenance.
 - 10. Connections:
 - a. Make all terminations on numbered terminal strips in terminal cabinets or equipment enclosures. No splices or butt joints will be accepted.
 - b. Terminate all conductors; no cable must contain unterminated elements.
 - c. Crimp-on spade lugs must be used for terminations of stranded conductors to binder screw or stud terminals. Spade lugs must have upset legs and insulation sleeves sized for conductors.
 - 11. Mount all devices and appliances to or in an approved electrical box.
- E. Install operating instruction placard on the frame in location acceptable to Architect and observable from ACU.
- F. Weatherproof Equipment: For units that are mounted outdoors, in damp locations, or where exposed to weather, install consistent with requirements of weatherproof rating.

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G. Cybersecurity:

1. Software:

- a. Coordinate security requirements with CBJ MIS department. Ensure that latest stable software release is installed and properly operating.
- b. Disable or change default passwords to password using a combination of uppercase and lower letters, numbers, and symbols no fewer than eight characters in length. Record passwords and turn over to party responsible for system operation and administration.

2. Hardware:

- a. Coordinate location and access requirements with CBJ MIS department. Enable highest level of wireless encryption that is compatible with Owner's ICT network.
- b. Enable highest level of wireless encryption that is compatible with Owner's ICT network.
- c. Disable dual network connections.

3.3 GROUNDING

- A. Ground cable shields and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.
- B. Signal Ground Terminal: Locate at main equipment cabinet. Connect to instrument ground system and isolate from power system and equipment grounding.

3.4 IDENTIFICATION

- A. Color-code conductors and apply wire and cable marking tape to designate wires and cables so they identify media in coordination with system wiring diagrams.
- B. Permanently label or mark each conductor at both ends with permanent alphanumeric wire markers.
- C. Install framed instructions in a location visible from mass notification control unit.

3.5 FIELD QUALITY CONTROL

- A. Prepare a written ATP for testing MNS components and installation in accordance with NFPA 72 and this Section. Demonstrate specified function of system and verify the correct operation of all system components, circuits, and programming.
 1. Prepare a complete listing of device labels for alphanumeric annunciator displays prior to ATP.
- B. Field tests must be witnessed by Architect and authorities having jurisdiction.

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C. Testing Administrant:

1. Engage factory-authorized service representative to administer and perform tests and inspections on components, assemblies, and equipment installations, including connections.

D. Tests and Inspections:

1. Take resistance, current, and voltage readings as work progresses.
2. Signal Ground Test: Measure and report ground resistance at public address equipment signal ground.
3. Verify that wiring for each device is terminated at properly identified terminals.
4. Test wiring runs for continuity, short circuits, and grounds before system is energized.
5. All test equipment, instruments, tools, and labor required to conduct system tests must be made available by installing Contractor. The following equipment must be a minimum for conducting tests:
 - a. Ladders and scaffolds as required to access all installed equipment.
 - b. Multi-meter for reading voltage, current, and resistance.
 - c. Two-way radios and flashlights.
 - d. Decibel meter.
 - e. In addition to testing specified to be performed by installing Contractor, installation must be subject to test by Owner and Construction Manager.
6. Schedule tests with no fewer than seven days' advance notice of test performance.
7. After installing MNS and after electrical circuitry has been energized, test for compliance with requirements.
8. Perform tests in all zones and rooms.
9. Perform indoor sound tests in a single test location in rooms less than 20-by-20 ft. (6-by-6 m). Tests must be made on a 20-by-20 ft. (6-by-6 m) grid for larger rooms.
10. Sound level measurements must be taken at a worst-case location within each room or grid, not near loudspeakers.
11. Operational Test: Perform tests that include originating messages at microphone outlets, prerecorded messages, and other inputs. Verify proper routing and volume levels and that system is free of noise and distortion.
12. Signal-to-Noise Ratio Test: Measure signal-to-noise ratio of complete system at normal gain settings as follows:
 - a. Disconnect microphone at connector or jack closest to it and replace it in the circuit with a signal generator using a 1000 Hz signal. Measure signal-to-noise ratio.
 - b. Repeat test for each separately controlled zone of loudspeakers.
 - c. Minimum acceptance ratio is 50 dB.
13. Distortion Test: Measure distortion at normal gain settings and rated power. Feed signals at frequencies of 50, 200, 400, 1000, 3000, 8000, and 12 000 Hz into each preamplifier channel. For each frequency, measure distortion in the paging and all-call amplifier outputs. Maximum acceptable distortion at any frequency is 3 percent total harmonics.
14. Intelligibility Test: Test for intelligibility in accordance with NFPA 72.

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15. Power Output Test: Measure electrical power output of each power amplifier at normal gain settings of 50, 1000, and 12 000 Hz. Maximum variation in power output at these frequencies must not exceed plus or minus 1 dB. Outdoor sound levels where personnel may be present must not exceed 120 dB(A-weighted) when measured on the A-scale of a standard sound level meter at slow response. Sound levels must not exceed 85 dB(A-weighted) at local microphone of MNS under the same conditions.
 16. System notification appliances must be demonstrated as follows:
 - a. All alarm notification appliances actuate as programmed.
 - b. Audibility and visibility at required levels.
 - c. Messages are intelligible in all areas.
 17. System indications must be demonstrated as follows:
 - a. Correct message display at MNS ACU for each alarm input.
 - b. Correct message display at remote panels and annunciators for each alarm input.
 - c. Correct history logging for all system activity.
 18. System off-site reporting functions must be demonstrated as follows:
 - a. Correct zone transmitted for each alarm input.
 - b. Trouble signals received.
- E. MNS will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

3.6 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain units.
1. Train a minimum of four employees of Owner.
 2. Conduct training on installed equipment after acceptance testing.
 3. Train on system operation, including manual control of output functions from ACU.
 4. Train on testing of system, including logging of system tests, field test of devices, and response to common troubles.
 5. Total training requirement must be a minimum of five hours but must be sufficient to cover all items specified.

3.7 SOFTWARE SERVICE AGREEMENT

- A. Technical Support: Beginning at Substantial Completion, service agreement must include software support for two years.

SECTION 284700 - MASS NOTIFICATION

- B. Upgrade Service: At Substantial Completion, update software to latest version at no cost to Owner. Install and program software upgrades that become available within two years from date of Substantial Completion. Upgrading software must include operating system and new or revised licenses for using software.
 - 1. Upgrade Notice: No fewer than 30 days to allow Owner to schedule and access the system and to upgrade computer equipment if necessary.

END OF SECTION 284700

G:\SHARED DRIVES\PROJECTS\118 CITY & BOROUGH OF JUNEAU\172 JUNU NEW FIRE ALARM SYSTEM\DRAWINGS\WORKING\E4.0.DWG
Plotted 2/2/2021 11:17 AM by Peggy

PROJECT NOTES:

1.

PROVIDE A NEW ADDRESSABLE FIRE ALARM SYSTEM WITH AN INTEGRAL VOICE EVACUATION (MASS NOTIFICATION) SYSTEM AND SPEAKERS AS SHOWN IN THESE DRAWINGS TO SERVE THE ENTIRE TERMINAL. REMOVE THE EXISTING TERMINAL FIRE ALARM SYSTEM IN ITS ENTIRETY.
2.

THE EXISTING FIRE ALARM SYSTEM IS ILLUSTRATED TO IDENTIFY THE EXTENT OF THE SYSTEM FOR COORDINATION PURPOSES ONLY. FIELD VERIFY THE LOCATION OF DEVICES.
3.

ADJUST SPEAKER LOCATIONS AND QUANTITIES AS REQUIRED TO COMPLY WITH CODES. MINIMUM SOUND LEVEL SHALL BE 70dB IN THE PUBLIC AREAS.
4.

EXISTING LUMINAIRES, CAMERAS, PA SPEAKERS, AND OTHER MISCELLANEOUS DEVICES ARE SHOWN ON THE CEILINGS FOR COORDINATION PURPOSES ONLY. FIELD VERIFY THE ACTUAL LOCATIONS OF ALL EXISTING DEVICES AS NECESSARY TO AVOID CONFLICTS WITH THE INSTALLATION OF NEW VOICE EVACUATION SPEAKERS.
5.

THE NEW TERMINAL FIRE ALARM SYSTEM SHALL COMMUNICATE WITH THE EXISTING FAA TOWER FIRE ALARM SYSTEM.
6.

THE NEW TERMINAL FIRE ALARM SYSTEM SHALL COMPLY WITH BUY AMERICAN COMPLIANCE.
7.

COORDINATE THE WORK IN THIS PROJECT WITH THE NORTH TERMINAL RECONSTRUCTION PROJECT.
8.

PATCH ALL EXISTING SUBSTRATES AND FINISHES DAMAGED OVER THE COURSE OF THIS PROJECT TO THE SATISFACTION OF THE OWNER. PATCHED SURFACES SHALL MATCH ADJACENT UNDA
9.

SEQUENCE OF WORK:

a.

INSTALL NEW FACP IN EAST PENTHOUSE NEAR THE EXISTING FACP.

b.

NORTH TERMINAL: ALL NEW FIRE ALARM DEVICES EXCLUDING THE SPEAKERS, WILL BE INSTALLED IN THE PHASE 1B AND 2C NEW CONSTRUCTION AREAS BY THE NORTH TERMINAL RECONSTRUCTION CONTRACTOR, INCLUDING ASSOCIATED CONDUITS, BOXES, AND CABLES. EXTEND NORTH TERMINAL FIRE ALARM DEVICE CIRCUITS TO NEW FACP.

c.

PROVIDE NEW SPEAKERS IN THE PHASE 1B AND 2C NEW CONSTRUCTION AREAS WITH ASSOCIATED CONDUITS, BOXES AND CABLES CIRCUITED TO NEW MASS NOTIFICATION SYSTEM.

d.

EAST TERMINAL: REMOVE AND REPLACE THE PUBLIC ADDRESS SPEAKERS WITH NEW SPEAKERS CIRCUITED TO THE NEW MASS NOTIFICATION EQUIPMENT. TEMPORARILY INTEGRATE THE EXISTING PUBLIC ADDRESS HEADEND WITH THE NEW MASS NOTIFICATION SYSTEM TO CONTINUE PAGING SERVICE THROUGH THE NEW SPEAKERS. COORDINATE AND SCHEDULE SPEAKER REPLACEMENTS WITH OWNER.

e.

THE EXISTING FACP TELEPHONE LINES WILL BE EXTENDED TO THE NEW DEMARK AT THE NORTH TERMINAL PENTHOUSE BY THE NORTH TERMINAL RECONSTRUCTION CONTRACTOR. EXTEND TELEPHONE CONNECTIONS AS NECESSARY TO NEW FACP.

f.

THE EXISTING FIRE ALARM SYSTEM SHALL REMAIN OPERATIONAL UNTIL THE NEW FACP HAS BEEN TESTED AND ACCEPTED. TRANSFER AND EXTENT EXISTING FIRE ALARM CIRCUITS AS NECESSARY FROM THE EXISTING FACP TO THE NEW FACP. COORDINATE AND SCHEDULE SHUTDOWN WITH OWNERS AND FIRE DEPARTMENT. REMOVE THE EXISTING FACP AND ASSOCIATED EQUIPMENT. REPLACE ALL (3 EA) FIRE ALARM ANNUNCIATORS AND TRANSFER AND EXTEND EXISTING FIRE ALARM CIRCUITRY AS NECESSARY TO THE NEW FACP.
10.

FIRE ALARM SYSTEM SCHEDULED PROJECT OUTAGES SHALL BE COORDINATED AND APPROVED BY THE AIRPORT. DURING SCHEDULED OUTAGES, FIRE WATCH SHALL BE PROVIDED AND COORDINATED WITH CAPITAL CITY FIRE & RESCUE.

LEGEND:

ABBREVIATIONS:

FAA	FIRE ALARM ANNUNCIATOR PANEL
FACP	FIRE ALARM CONTROL PANEL
UON	UNLESS OTHERWISE NOTED

SHEET NOTE SYMBOLS:

	EXISTING TO REMAIN
	NEW
	REPLACE EXISTING, NEW SHOWN
	REMOVE EXISTING

FIRE ALARM:

	CABINET
	SMOKE DETECTOR
	HEAT DETECTOR
	MANUAL PULL STATION
	FIRE ALARM HORN/STROBE
	FIRE ALARM STROBE ONLY
	ADDRESSABLE DEVICE MODULE
	SPRINKLER HEAD

NEW MASS NOTIFICATION SPEAKERS:

	CEILING SPEAKER, FLUSH MOUNTED
	SUSPENDED SURFACE SPEAKER
	WALL SPEAKER, FLUSH MOUNTED
	CEILING SPEAKER, WEATHERPROOF

NETWORK DEVICES:

	DATA, CEILING MOUNTED
--	-----------------------

LIGHTING:

	SURFACE OR SUSPENDED LINEAR LUMINAIRE
	RECESSED TROFFER OR LINEAR LUMINAIRE
	LUMINAIRE, EQUIP WITH EMERGENCY BATTERY PACK
	RECESSED DOWNLIGHT LUMINAIRE
	CEILING MOUNTED EXIT LUMINAIRE
	STRIP LUMINAIRE

LIGHTING CONTROLS:

	DAYLIGHT SENSOR
--	-----------------

POWER:

	DUPLEX RECEPTACLE, CEILING MOUNTED
--	------------------------------------

MECHANICAL DEVICES:

	MECHANICAL DIFFUSER
	MECHANICAL DIFFUSER

SECURITY DEVICES:

	SECURITY CAMERA
	HEMISPHERICAL SECURITY CAMERA

EXISTING PUBLIC ADDRESS SPEAKERS:

	CEILING SPEAKER
	CEILING SPEAKER, WEATHERPROOF

City and Borough of Juneau

JNU TERMINAL FIRE ALARM UPGRADE

CONTRACT NO. BE21-159
JUNEAU, ALASKA

LEGEND
PROJECT NOTES

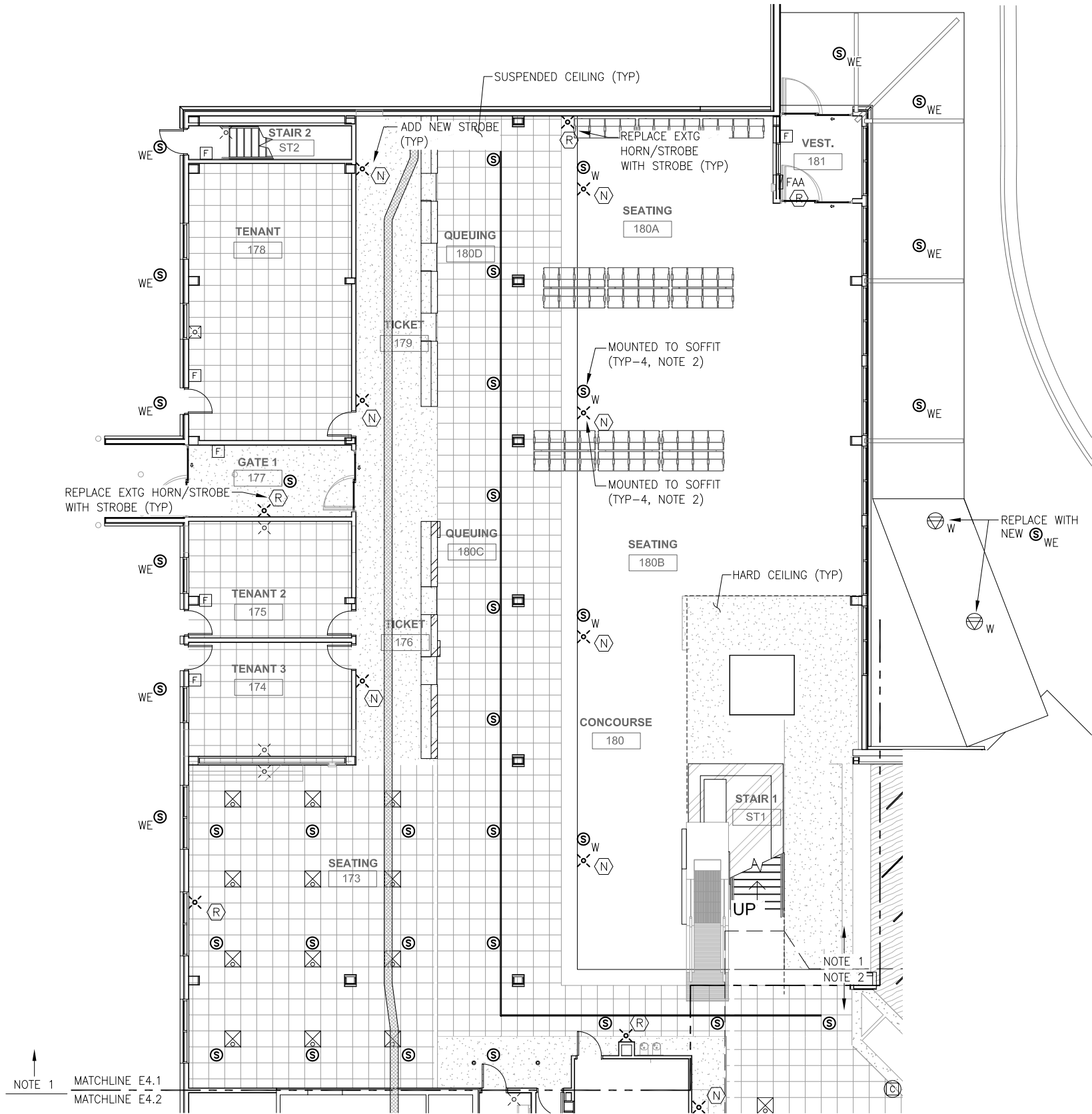
REVISION	DESCRIPTION	DATE

SHEET NUMBER

E4.0

SCALE: AS NOTED
DATE: February 2021

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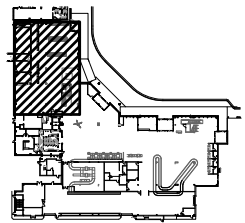


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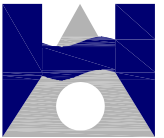
1. PHASE 1B NEW CONSTRUCTION OF TERMINAL RECONSTRUCTION PROJECT.
2. COORDINATE DEVICE LOCATION ON SOFFIT WITH OWNER.

1 FLOOR PLAN - LEVEL 1 - FIRE ALARM SYSTEM

SCALE: 0 4' 8' 16'



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CONTRACT NO. BE21-159
JUNEAU, ALASKA

FLOOR PLAN - LEVEL 1
FIRE ALARM SYSTEM
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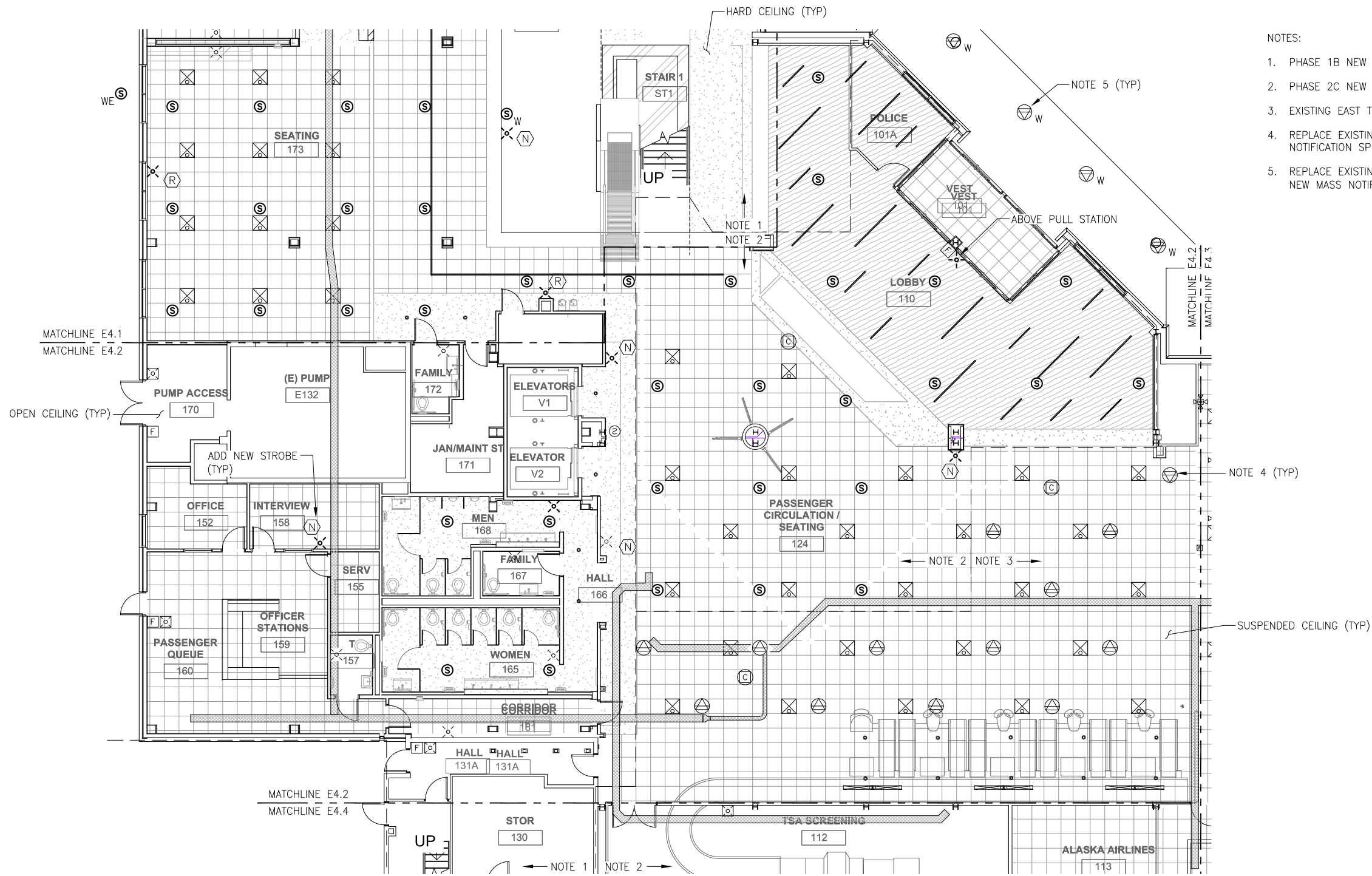
REVISION	DESCRIPTION	DATE





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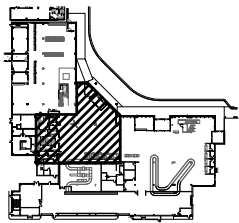
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SCALE: AS NOTED
DATE: February 2021

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Plotted 2/2/2021 11:17 AM by Peggy



- NOTES:
1. PHASE 1B NEW CONSTRUCTION OF TERMINAL RECONSTRUCTION PROJECT.
 2. PHASE 2C NEW CONSTRUCTION OF TERMINAL RECONSTRUCTION PROJECT.
 3. EXISTING EAST TERMINAL. REPLACE EXISTING SPEAKER CIRCUITS.
 4. REPLACE EXISTING PUBLIC ADDRESS SPEAKERS  WITH NEW MASS NOTIFICATION SPEAKERS .
 5. REPLACE EXISTING WEATHERPROOF PUBLIC ADDRESS SPEAKERS  WITH NEW MASS NOTIFICATION SPEAKERS  WE.



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JNU TERMINAL FIRE ALARM UPGRADE
CONTRACT NO. BE21-159
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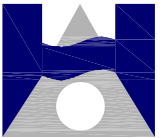
FLOOR PLAN - LEVEL 1
FIRE ALARM SYSTEM

REVISION	DESCRIPTION	DATE

SHEET NUMBER

E4.2

SCALE: AS NOTED
DATE: February 2021



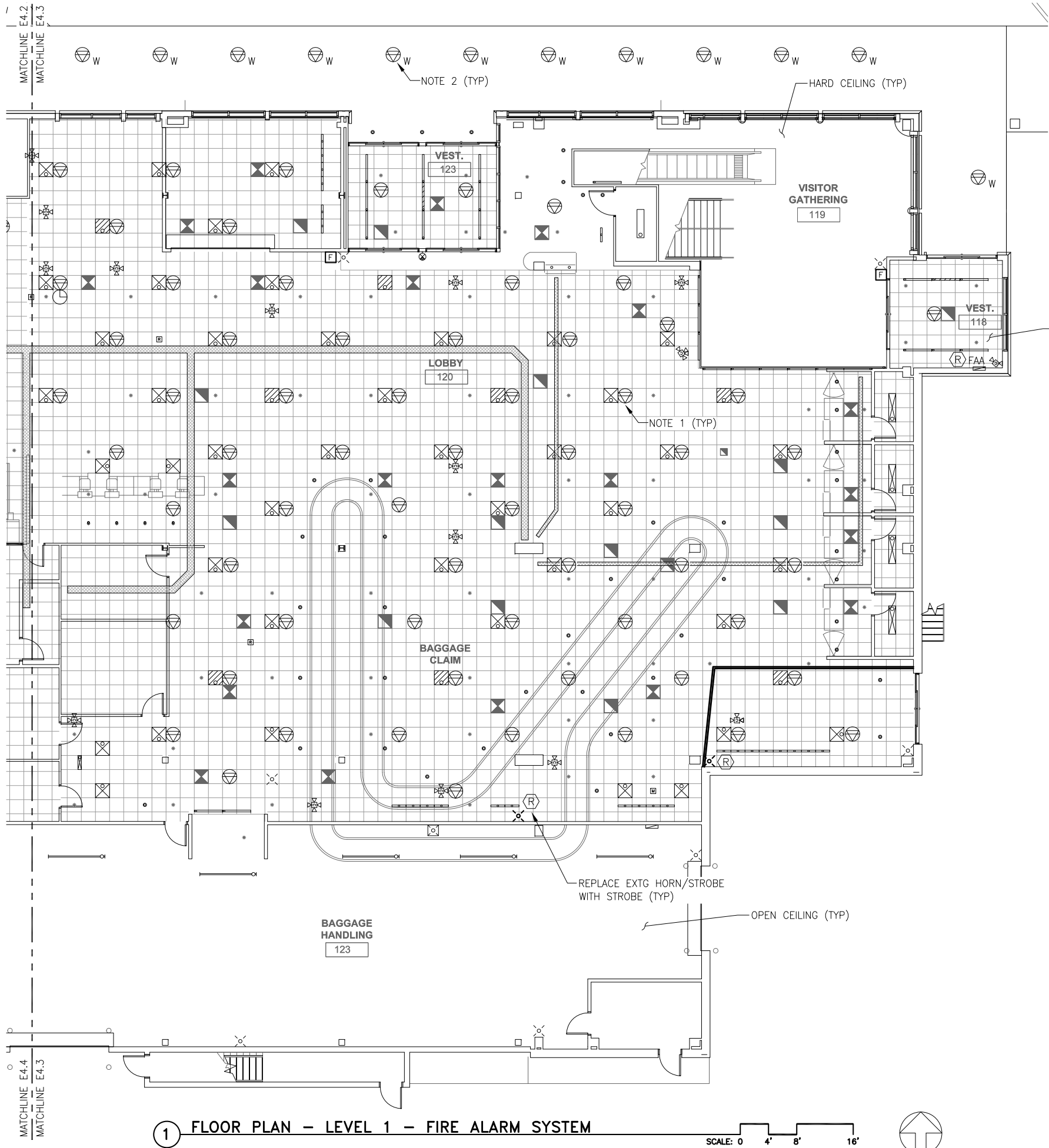
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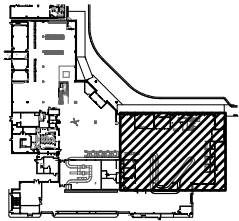
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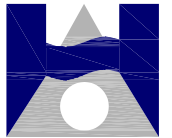


- NOTES:
1. REPLACE EXISTING PUBLIC ADDRESS SPEAKERS (W) WITH NEW MASS NOTIFICATION SPEAKERS (S).
 2. REPLACE EXISTING WEATHERPROOF PUBLIC ADDRESS SPEAKERS (W) WITH NEW MASS NOTIFICATION SPEAKERS (S) WE.
 3. REPLACE EXISTING SPEAKER CIRCUITS.



1 FLOOR PLAN – LEVEL 1 – FIRE ALARM SYSTEM

SCALE: 0 4' 8' 16'



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FLOOR PLAN – LEVEL 1
FIRE ALARM SYSTEM
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REVISION	DESCRIPTION	DATE

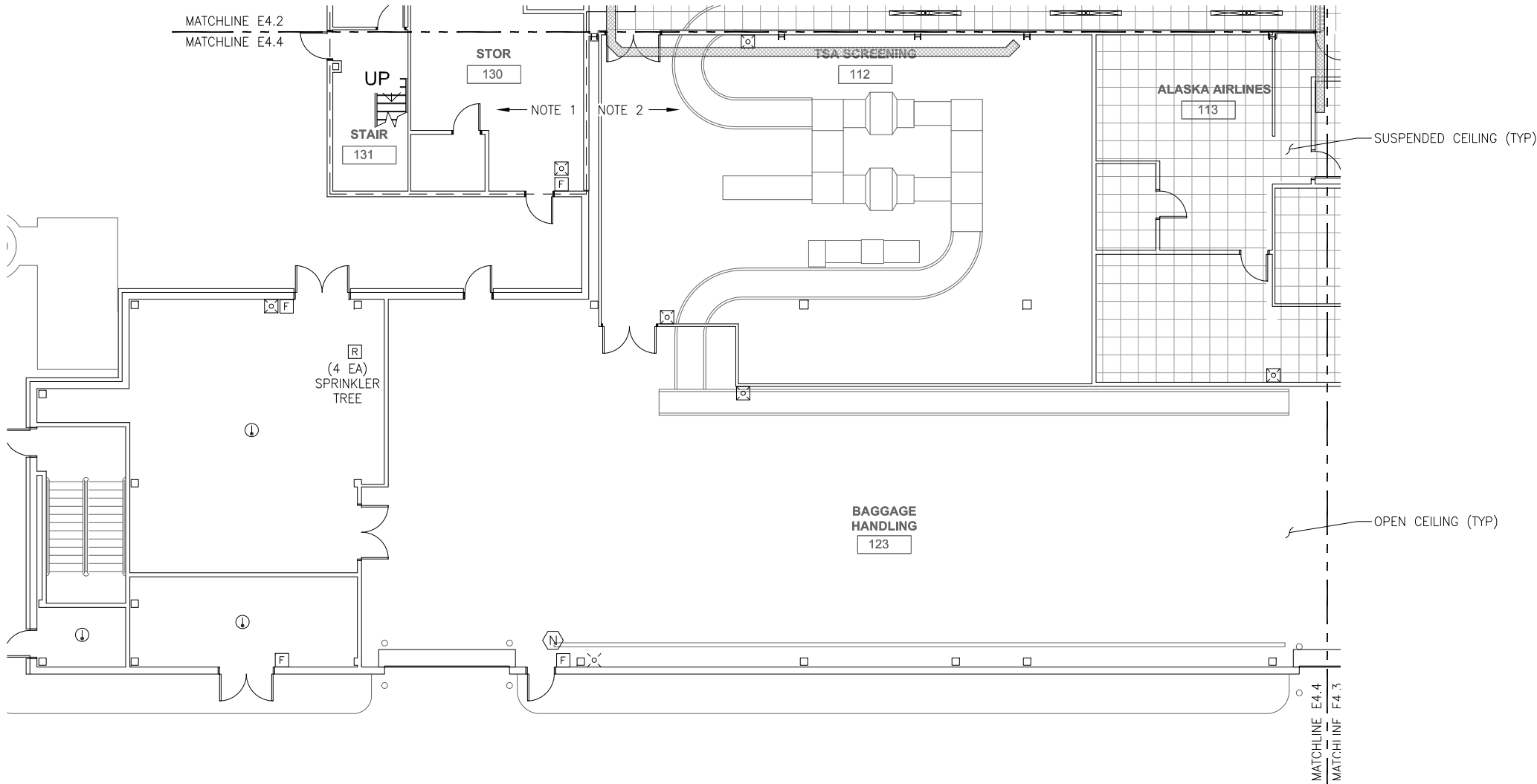
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SCALE: AS NOTED
DATE: February 2021

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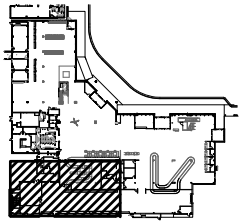
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FLOOR PLAN – LEVEL 1 – FIRE ALARM SYSTEM

SCALE: 0 4' 8' 16'



- NOTES:
- 1. PHASE 1B NEW CONSTRUCTION OF TERMINAL RECONSTRUCTION PROJECT.
 - 2. EXISTING EAST TERMINAL.



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JNU TERMINAL FIRE ALARM UPGRADE
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FLOOR PLAN – LEVEL 1
FIRE ALARM SYSTEM

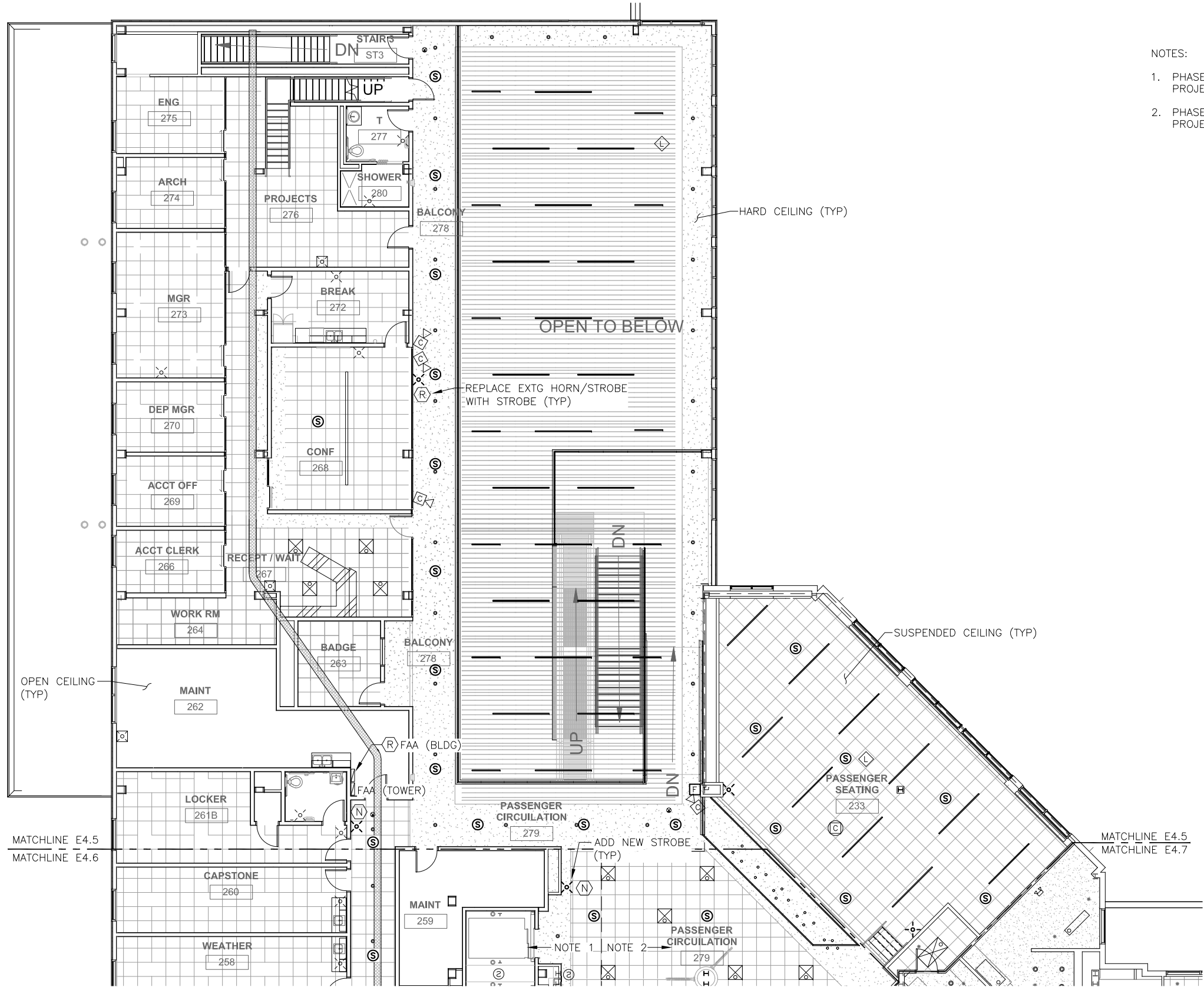
REVISION	DESCRIPTION	DATE

SHEET NUMBER
E4.4
SCALE: AS NOTED
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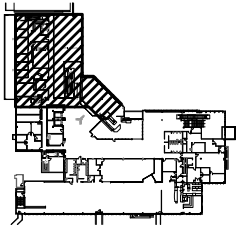
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Plotted 2/2/2021 11:17 AM by Peggy



- NOTES:
1. PHASE 1B NEW CONSTRUCTION OF TERMINAL RECONSTRUCTION PROJECT.
 2. PHASE 2C NEW CONSTRUCTION OF TERMINAL RECONSTRUCTION PROJECT.

1 FLOOR PLAN - LEVEL 2 - FIRE ALARM SYSTEM

SCALE: 0 4' 8' 16'



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CONTRACT NO. BE21-159
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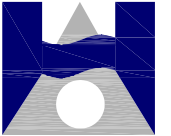
FLOOR PLAN - LEVEL 2
FIRE ALARM SYSTEM

REVISION	DESCRIPTION	DATE

SHEET NUMBER

E4.5

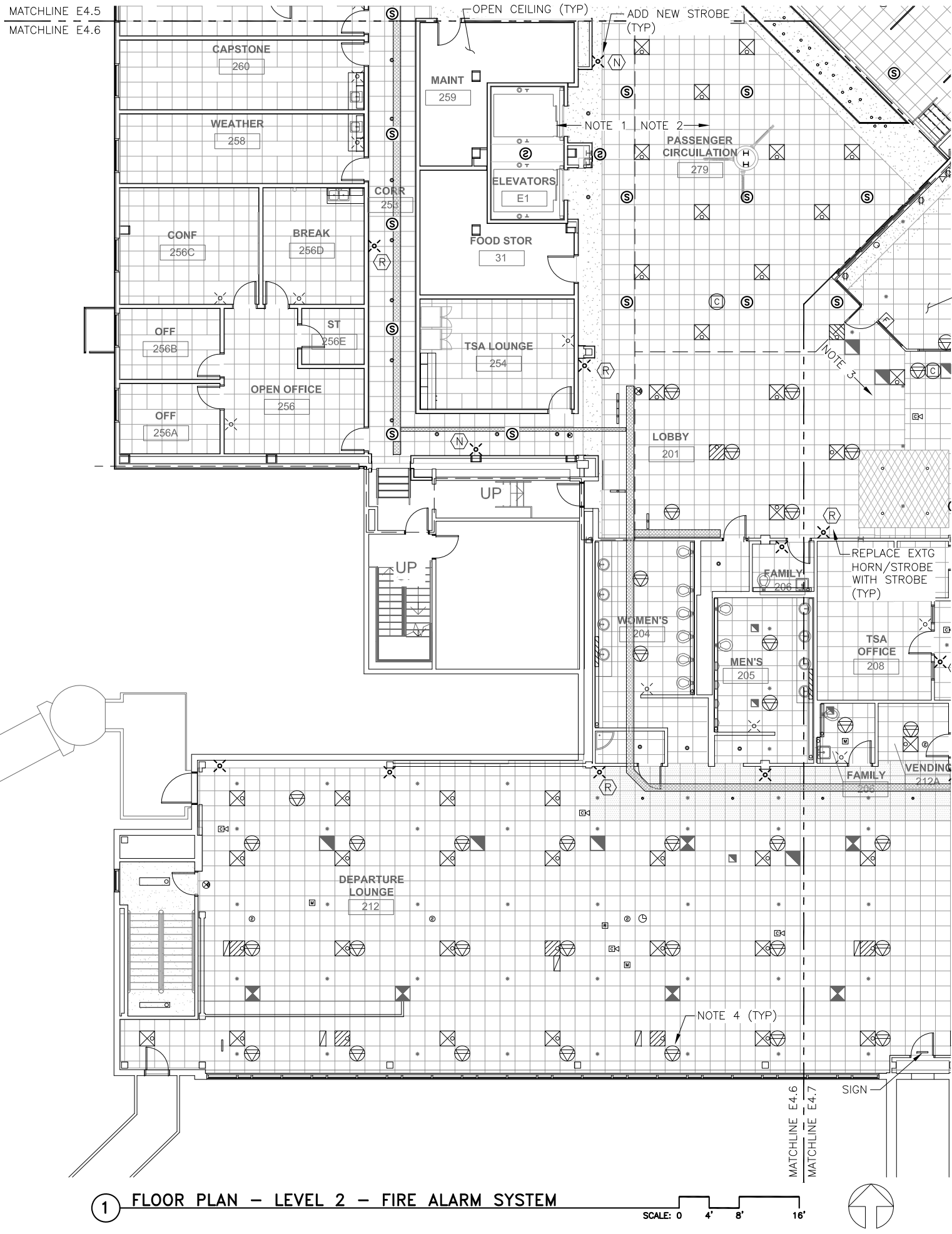
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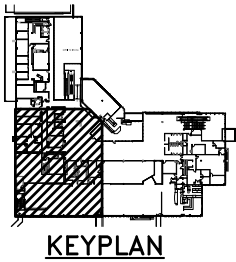
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- NOTES:
1. PHASE 1B NEW CONSTRUCTION OF TERMINAL RECONSTRUCTION PROJECT.
 2. PHASE 2C NEW CONSTRUCTION OF TERMINAL RECONSTRUCTION PROJECT. REPLACE EXISTING SPEAKER CIRCUITS.
 3. EXISTING EAST TERMINAL. REPLACE EXISTING SPEAKER CIRCUITS.
 4. PROJECT. REPLACE EXISTING PUBLIC ADDRESS SPEAKERS (H) WITH NEW MASS NOTIFICATION SPEAKERS (S).



City and Borough of Juneau

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JUNEAU, ALASKA

FLOOR PLAN - LEVEL 2
FIRE ALARM SYSTEM

REVISION	DESCRIPTION	DATE

SHEET NUMBER

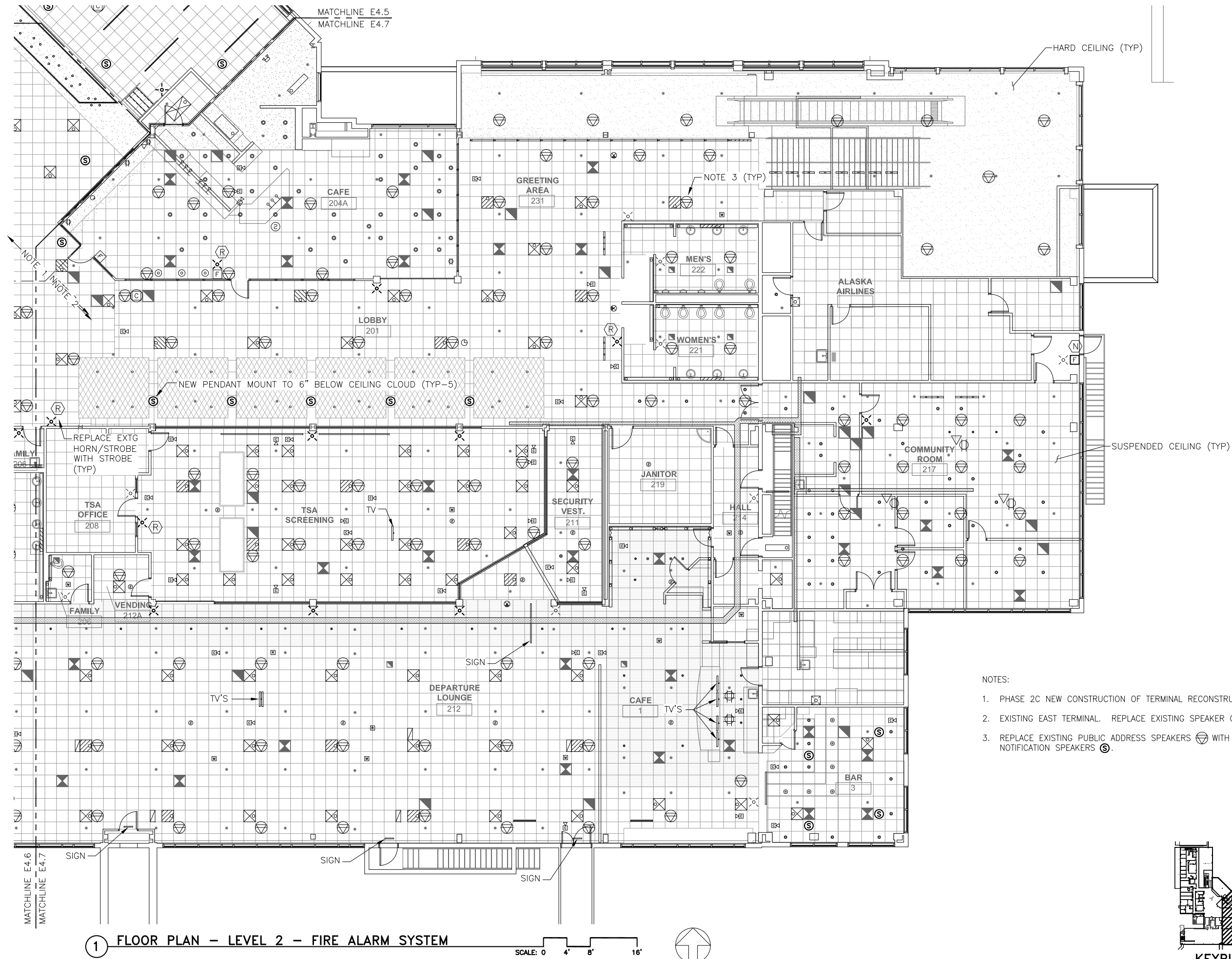
E4.6

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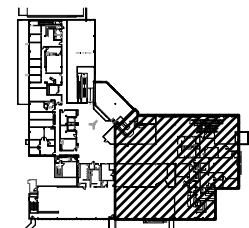
1 FLOOR PLAN - LEVEL 2 - FIRE ALARM SYSTEM

SCALE: 0 4' 8' 16'

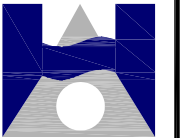


NOTES:

1. PHASE 2C NEW CONSTRUCTION OF TERMINAL RECONSTRUCTION PROJECT.
2. EXISTING EAST TERMINAL. REPLACE EXISTING SPEAKER CIRCUITS.
3. REPLACE EXISTING PUBLIC ADDRESS SPEAKERS (H) WITH NEW MASS NOTIFICATION SPEAKERS (S).



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**FLOOR PLAN - LEVEL 2
FIRE ALARM SYSTEM**

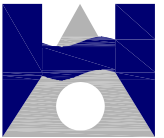
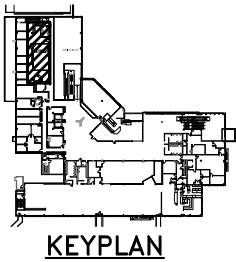
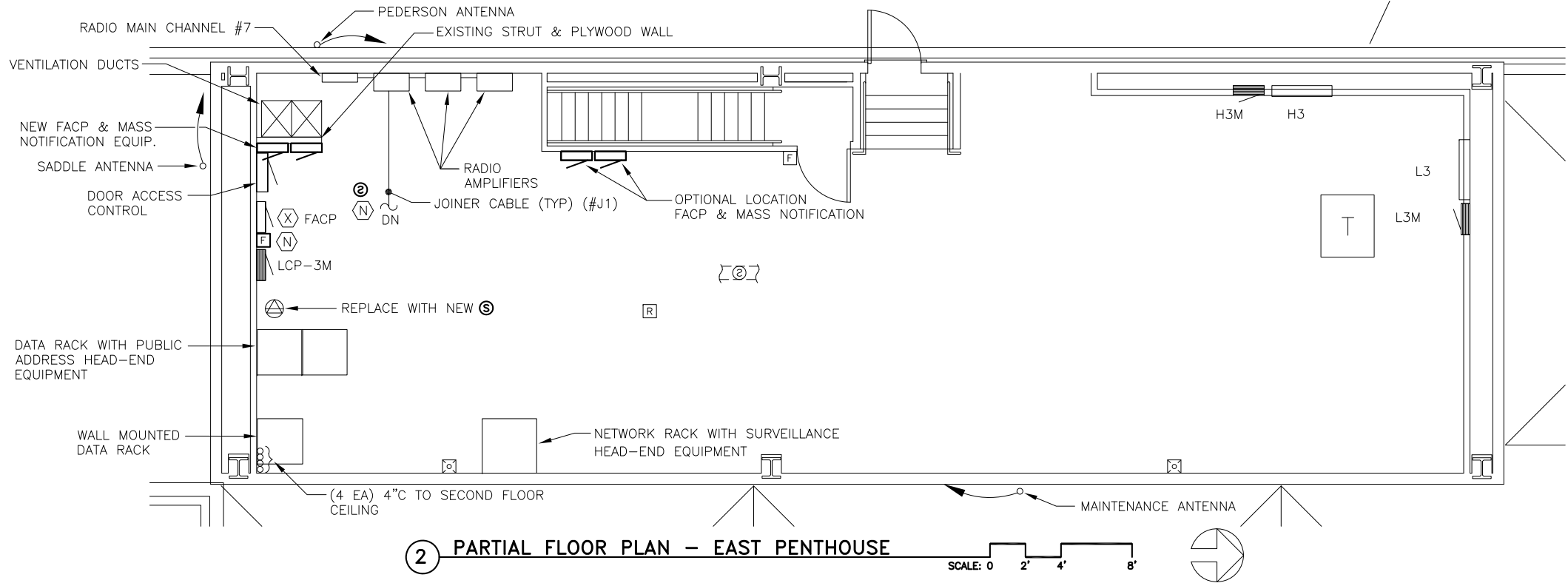
REVISION	DESCRIPTION	DATE

SHEET NUMBER

E4.7

SCALE: AS NOTED
DATE: February 2021

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FLOOR PLAN - PENTHOUSE
FIRE ALARM SYSTEM
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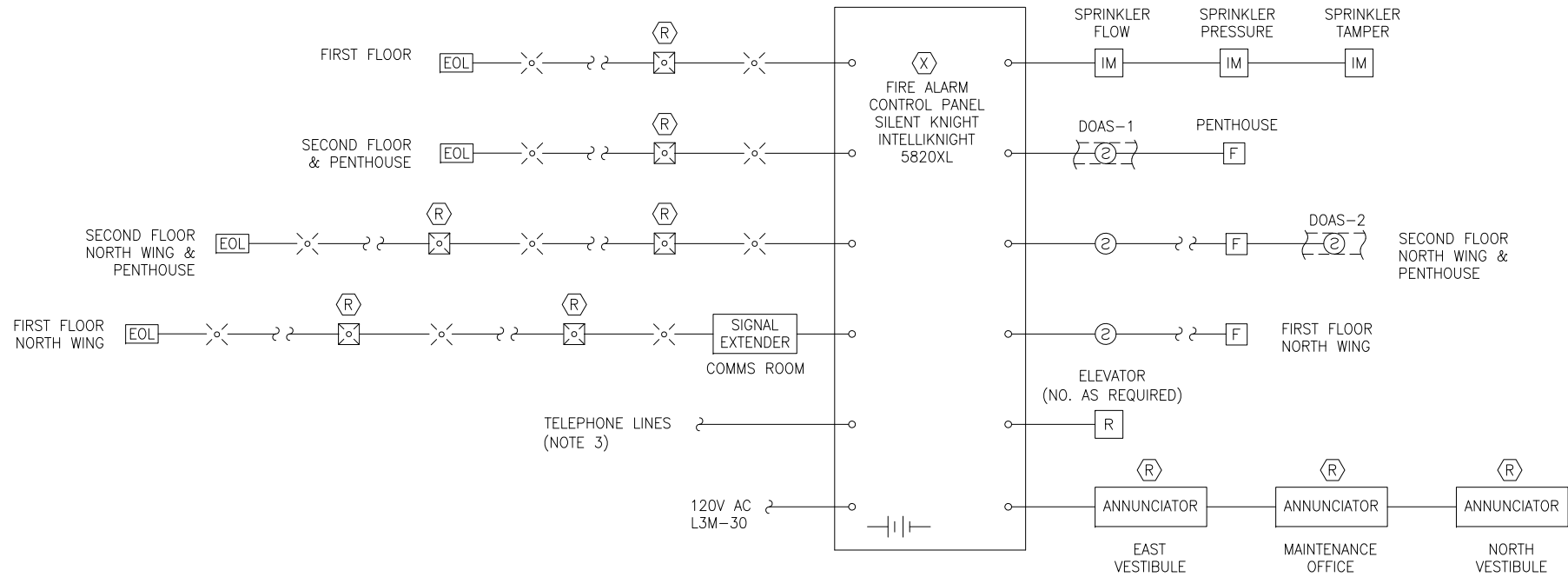
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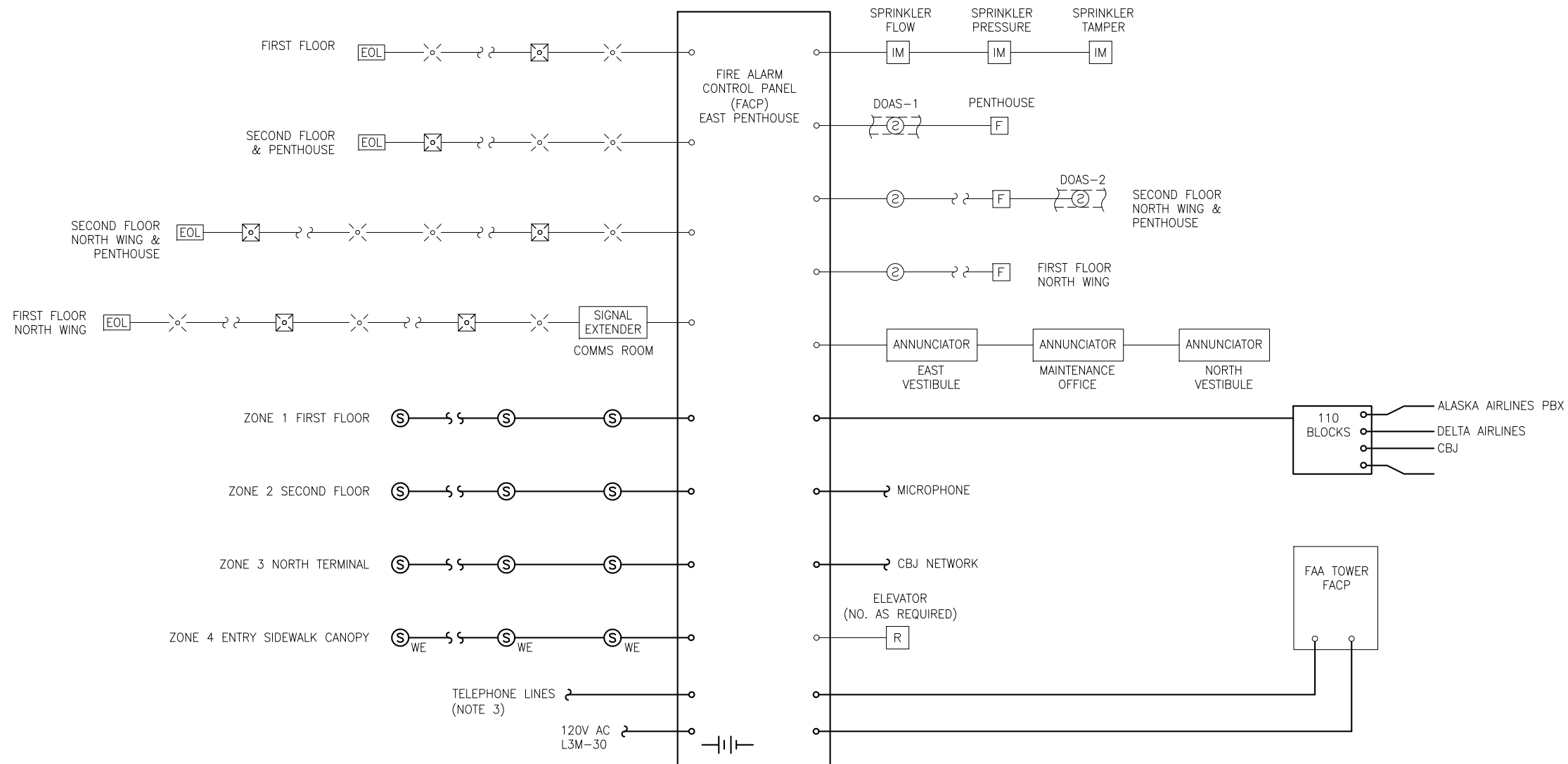
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DATE: February 2021

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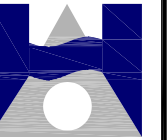
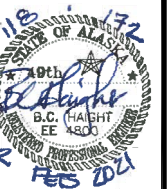
1 RISER DIAGRAM – EXISTING FIRE ALARM SYSTEM
NO SCALE



2 RISER DIAGRAM – NEW FIRE ALARM SYSTEM
NO SCALE

SHEET NOTES:

1. PROVIDE A NEW VOICE EVACUATION ADDRESSABLE FIRE ALARM SYSTEM.
2. UPGRADE OR REPLACE THE EXISTING FIRE ALARM SYSTEM DEVICES AS REQUIRED FOR A COMPLETE VOICE EVACUATION ADDRESSABLE FIRE ALARM SYSTEM.
3. CONTRACTOR SHALL COORDINATE WITH OWNER AND COMMUNICATION UTILITIES FOR TELEPHONE LINE.
4. THE EXISTING FIRE ALARM SYSTEM IS ILLUSTRATED TO IDENTIFY THE EXTENT OF THE EXISTING SYSTEM FOR COORDINATION PURPOSES ONLY. FIELD VERIFY THE LOCATION OF DEVICES.



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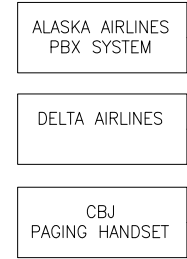
**RISER DIAGRAM – NEW FIRE
ALARM SYSTEM**
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REVISION	DESCRIPTION	DATE

SHEET NUMBER

E4.9

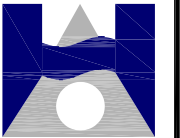
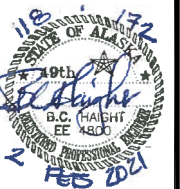
SCALE: AS NOTED
DATE: February 2021



① SINGLE LINE DIAGRAM – EXISTING PUBLIC ADDRESS SYSTEM

NO SCALE

- NOTES:
1. EXISTING AUDIO AMPLIFIER: QSC CX254.
 2. EXISTING AUDIO MIXER: ELECTROSONICS DM84.
 3. EXISTING PAGING CONTROL UNIT: VALCOM V-2006A.
 4. EXISTING INTERIOR SPEAKERS: JBL CONTROL 26C/CT.
 5. EXISTING EXTERIOR SPEAKERS: VALCOM V-9010.
 6. REMOVE EXISTING PUBLIC ADDRESS SYSTEM. SEE E4.0 FOR SEQUENCE OF WORK.
 7. INTEGRATE EXISTING PAGING CONTROL UNIT WITH NEW FIRE ALARM CONTROL PANEL.
 8. THE EXISTING PUBLIC ADDRESS SYSTEM IS ILLUSTRATED TO IDENTIFY THE EXTENT OF THE SYSTEM FOR COORDINATION PURPOSES ONLY. FIELD VERIFY THE LOCATION OF DEVICES.



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JUNU TERMINAL FIRE ALARM UPGRADE

**CONTRACT NO. BE21-159
JUNEAU, ALASKA**

**SINGLE LINE DIAGRAM – EXISTING
PAGING SYSTEM**

REVISION	DESCRIPTION	DATE
1		*
2		*
3		*
4		*
5		*

SHEET NUMBER

E4.10

SCALE: AS NOTED
DATE: February 2021