CCFR WIDE VEHICLE EXHAUST SYSTEM REPLACEMENT

VOLUME I of II

Contract No. BE21-177

File No. 2112

CITY AND BOROUGH OF JUNEAU

ALASKA'S CAPITAL CITY

ENGINEERING DEPARTMENT

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END OF SECTION

SECTION 00030 NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

CCFR Wide Vehicle Exhaust System Replacement
Contract No. BE21-177

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

PRE-BID CONFERENCE. Prospective Bidders are encouraged to attend a pre-Bid conference to discuss the proposed WORK, which will be conducted by the CBJ Engineering Department, at 10 A.M. on March 3, 2021. The object of the conference is to acquaint Bidders with the project and bid documents. Conference call capability will be available for the Pre-Bid meeting. Prospective bidders intending to participate shall email contracts@juneau.org by 4:30 p.m., February 26, 2021, to obtain the call-in instructions.

DESCRIPTION OF WORK. The WORK covered in the Contract Documents includes, but is not limited to: The project scope includes all work required for the removal of the existing vehicle exhaust system at each of the four Juneau Fire Stations and replacement with engine exhaust air filtration units. Scope also includes all work required for the installation of gas detection systems and exhaust fan systems in the apparatus bays of those facilities

COMPLETION OF WORK.

Work Description	Completion Date
Substantial Completion	120 Days after Notice to Proceed
Final Completion	140 Days after Notice to Proceed

DEADLINE FOR BIDDER QUESTIONS: March 16, 2021

DEADLINE FOR BIDS: Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on March 23, 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 via Teleconference. Bidders may attend this bid opening on the conference call line 907-713-2140, with participant 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

*** A face covering must be worn in the 105 Municipal Way building per the CBJ Emergency Ordinance No. 2020-45**

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

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	**BID NUMBER:**	
E	**BE21-177**	**B**
A	**SUBJECT:**	**I**
L	**CCFR VEHICLE EXHAUST**	**D**
E	**SYSTEM REPLACEMENT**	
D	**DEADLINE DATE:**	
	PRIOR TO 2:00PM ALASKA TIME	

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 CONTRACTOR's use of the Project site shall be limited to interior mechanical, electrical, above ceiling ducting, piping and conduits in and around Fire Station apparatus bays.

Physical Addresses:

Downtown Fire Station: 820 Glacier Ave. Juneau
Douglas Fire Station - 1016 3rd Street, Douglas
Glacier Fire Station: 1700 Crest Ave, Juneau
Auke Bay Fire Station: 11900 Glacier Ave, Juneau

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
Email: greg.smith@juneau.org
Telephone: (907) 586-0873
Fax: (907) 586-4530

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.

SECTION 00030 NOTICE INVITING BIDS

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.

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for a period of 60 Days from the date of Bid opening. Any component of the Bid including additive alternates may be awarded anytime during the 60 Days.

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

OWNER: City and Borough of Juneau

By: Greg Smith _____ 2/23/2021

Greg Smith, Contract Administrator Date

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

2.0 INTERPRETATIONS AND ADDENDA.

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

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

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

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

A. Evidence of bid rigging or collusion;

B. Fraud or dishonesty in the performance of previous contracts;

C. Record of integrity;

D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;

E. Unsatisfactory performance on previous or current contracts;

F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;

G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;

H. Failure to reimburse the OWNER for monies owed on any previous contracts;

I. Default under previous contracts;

J. Failure to comply with any qualification requirements of the OWNER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;

K. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;

L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or

M. Lack of legal capacity to contract.

N. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER per Paragraph 21.0 of this Section.

O. Failure to submit all completed documents as required and specified on the Bid Form, Section 00300.

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

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

A. If a Bid is received by the CBJ Purchasing Division after the Deadline for Bids.

B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.

C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.

D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.

E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of

authorized alternate pay items.

F. If the Bidder has not acknowledged receipt of each Addendum.

G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.

H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.

I. If a Bid modification does not conform to Article 15.0 of this Section.

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

A. To examine thoroughly the Contract Documents, and other related data identified in the Bidding documents (including "technical data" referred to below):

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

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

A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.

C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.

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

E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.

F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.

G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.

I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

8.0 BID FORM.

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

B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.

C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.

D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.

E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.

F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda may render Bid non-responsive and may cause its rejection.

G. The address to which communications regarding the Bid are to be directed must be shown.

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

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

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

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

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

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

15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

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

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

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

B. Conditioned bids, limitations, or 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 changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

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

17.0 AWARD OF CONTRACT.

A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.

B. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.

C. Low Bidder will be determined on the basis of the lowest total of the Base Bid plus combinations of Alternates in order of priority as listed below within the limits of available funding.

Priority No.

1. Additive Alternate #1: AUKE BAY FIRE STATION: All work required for the removal of the existing vehicle exhaust system at the Auke Bay Fire Station and replacement with engine exhaust air filtration units. Scope also includes all work required for the installation of gas detection systems and exhaust fan systems in the apparatus bay.
2. Additive Alternate #2: DOUGLAS FIRE STATION: All work required for the removal of the existing vehicle exhaust system at the Douglas Fire Station and replacement with engine exhaust air filtration units. Scope also includes all work required for the installation of gas detection systems and exhaust fan systems in the apparatus bay.

18.0 EXECUTION OF AGREEMENT.

A. All Bids of value greater than $1,000,000 must be approved by the CBJ Assembly. After the CBJ Assembly has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, collect insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 10 Days (calendar) from the date of the Notice of Intent to Award letter.

B. Failure or refusal to enter into the Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible

Bidder refuses or fails to execute the Agreement, the OWNER may award the contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid securities shall be likewise forfeited to the OWNER.

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

20.0 FILING A PROTEST.

A. A Bidder may protest the proposed award of a competitive sealed Bid by the City and Borough of Juneau. The protest shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and CBJ Ordinance 53.50.080 ADMINISTRATION OF PROTEST. The entire text of the CBJ Purchasing Ordinance can be accessed at the CBJ website, *http://www.juneau.org/law/code/code.php*, or call the CBJ Purchasing Division at (907) 586-5258 for a copy of the ordinance.

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

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

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

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

BID MODIFICATION FORM

Modification Number: _____ Modification Page ____ of ____

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. Bidder may use multiple modification pages if required.

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

Base Bid Total Increase or Decrease: $_____

PAY ITEM No.	ALTERNATE PAY ITEM DESCRIPTION	MODIFICATIONS TO UNIT PRICE OR LUMP SUM (*indicate* +/-)

Alternate Total Increase or Decrease: $_____

_____
Name of Bidding Firm

_____
Responsible Party Signature

_____
Printed Name (must be an authorized signatory for Bidding Firm)

END OF SECTION

SECTION 00300 - BID

BID TO: THE CITY AND BOROUGH OF JUNEAU

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

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2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.

3. This Bid will remain open for the period stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.

4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment 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.

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in

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

the space provided below.

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

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

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

- Subcontractor Report, Section 00360

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

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

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

END OF SECTION

SECTION 00310 - BID SCHEDULE

Bid Schedule for construction of **BE21-177 CCFR WIDE VEHICLE EXHAUST SYSTEM REPLACEMENT ,** in accordance with the Contract Documents.

BASE BID - Furnish all labor, equipment and materials for the project scope which includes all work required for the removal of the existing vehicle exhaust system at each of the four Juneau Fire Stations and replacement with engine exhaust air filtration units. Scope also includes all work required for the installation of gas detection systems and exhaust fan systems in the apparatus bays of those facilities and perform all WORK as described in these Contract Documents.

TOTAL BASE BID **$**_____

(Price in Figures)

ADDITIVE ALTERNATE NO. 1 - Furnish all labor, equipment and materials and perform all WORK for the removal of the existing vehicle exhaust system at the Auke Bay Fire Station and replacement with engine exhaust air filtration units. Scope also includes all work required for the installation of gas detection systems and exhaust fan systems in the apparatus bay.

TOTAL ADDITIVE ALTERNATE NO. 1 **$**_____

(Price in Figures)

ADDITIVE ALTERNATE NO. 2 - Furnish all labor, equipment and materials and perform all WORK for the removal of the existing vehicle exhaust system at the Douglas Fire Station and replacement with engine exhaust air filtration units. Scope also includes all work required for the installation of gas detection systems and exhaust fan systems in the apparatus bay.

TOTAL ADDITIVE ALTERNATE NO. 2 **$** _____

(Price in Figures)

Date: _____ **Bidder:** _____

(Company Name)

END OF SECTION

SECTION 00320 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that_____

_____ as Principal, and _____

as Surety, are held and firmly bound unto **THE CITY AND BOROUGH OF 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.

CCFR Wide Vehicle Exhaust System Replacement
Contract No. BE21-177

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)_____ (SEAL)_____
(Principal) (Surety)

By:_____ By:_____
(Signature) (Signature)

END OF SECTION

SECTION 00360 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

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

	SUBCONTRACTOR ADDRESS	[1] AK Contractor License No. [2] AK Business License No.	[1] Contact Name [2] Phone No.	Type of Work	Contract Amount	✓ if DBE
1.		[1] [2]			$	☐
2.		[1] [2]			$	☐
3.		[1] [2]			$	☐
4.		[1] [2]			$	☐

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

_____
CONTRACTOR, Authorized Signature

_____
CONTRACTOR, Printed Name

_____
COMPANY

SECTION 00360 - SUBCONTRACTOR REPORT

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

1. fails to comply with AS 08.18;
2. files for bankruptcy or becomes insolvent;
3. fails to execute a contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
4. fails to obtain bonding;
5. fails to obtain insurance acceptable to the OWNER;
6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
8. refuses to agree or abide with the Bidder's labor agreement; or
9. is determined by the OWNER not to be responsible.
10. is not in "Good Standing" with the OWNER as required in Article 21.0 in Section 00100 – Instructions to Bidders.

B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.

C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.

D. If a contract is awarded to a Bidder who violates this section, the OWNER may:

1. cancel the contract; or
2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.

E. On the Subcontractor Report, the apparent low Bidder must list all Subcontractors anticipated to perform WORK on the project.

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

END OF SECTION

SECTION 00370 - CONTRACTOR'S FINANCIAL RESPONSIBILITY

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

PROJECT: CCFR WIDE VEHICLE EXHAUST SYSTEM REPLACEMENT

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

ITEM	QUANTITY	MAKE	MODEL	SIZE/CAPACITY	PRESENT MARKET VALUE

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

_____
_____
_____
_____

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 Signature Name and Title of Person Signing

_____ _____
Signature Date

SECTION 00500 - AGREEMENT

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

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Bid Documents entitled **Contract No. BE21-177 CCFR Wide Vehicle Exhaust System Replacement.**

The WORK covered in the Contract Documents includes, but is not limited to: The project scope includes all work required for the removal of the existing vehicle exhaust system at each of the four Juneau Fire Stations and replacement with engine exhaust air filtration units. Scope also includes all work required for the installation of gas detection systems and exhaust fan systems in the apparatus bays of those facilities.

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

ARTICLE 2. CONTRACT COMPLETION TIME.

Work Description	**Completion Date**
Substantial Completion	120 Days after Notice to Proceed
Final Completion	140 Days after Notice to Proceed

ARTICLE 3. DATE OF AGREEMENT

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

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **$ 500** for each Day that expires after the completion time 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 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: **Contract No. BE21-177 CCFR Wide Vehicle Exhaust System Replacement**, 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 Bid Documents.

ARTICLE 6. PAYMENT PROCEDURES.

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

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

ARTICLE 7. CONTRACT DOCUMENTS.

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

- Table of Contents (pages 00005-1 to 00005-2, inclusive)
- Notice Inviting Bids (pages 00030-1 to 00030-2, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-9, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Contractor Financial Responsibility (pages 00370-1 to 00370-3, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-48, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-5, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Permits, (page 00852-1).
- Standard Details (page 00853-1).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of 47 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.

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.

ARTICLE 8. MISCELLANEOUS. (Cont'd.)

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 by OWNER.

OWNER:	**CONTRACTOR:**
City and Borough of Juneau	_____ (Company Name)
_____ (Signature)	_____ (Signature)
By: Duncan Rorie Watt, City & Borough Manager (Printed Name)	By: _____ (Printed Name, Authority or Title)
Date: _____	CONTRACTOR Signature Date: _____
OWNER's address for giving notices:	CONTRACTOR's address for giving notices:
155 South Seward Street	_____
Juneau, Alaska 99801	_____
907-586-0873 907-586-4530 (Telephone) (Fax)	_____ (Telephone) (Fax)
	_____ (E-mail address)
	Contractor License No. _____

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)

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)

CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the

_____ a joint venture existing under the laws of the

State of _____, held on _____, 20___, the following resolution was duly passed and adopted:

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

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

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

_____
Secretary

(SEAL)

END OF SECTION

SECTION 00610 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)
_____ a _____
(Corporation, Partnership, Individual)

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

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

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

CCFR Wide Vehicle Exhaust System Replacement
CBJ Contract No. BE21-177

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

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

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

SECTION 00610 - PERFORMANCE BOND

CCFR Wide Vehicle Exhaust System Replacement
CBJ Contract No. BE21-177

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: _____ Date Issued:_____
(Signature of Attorney-in-Fact)

_____
(Printed Name)

_____
(Company Name)

_____
(Mailing Address)

_____
(City, State, Zip Code)

(Affix SURETY'S SEAL)

NOTE: If CONTRACTOR is Partnership, <u>all</u> Partners must execute bond.

END OF SECTION

SECTION 00620 - PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)
_____ a _____
(Corporation, Partnership, Individual)

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

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

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

CCFR Wide Vehicle Exhaust System Replacement
CBJ Contract No. BE21-177

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.

CCFR Wide Vehicle Exhaust System Replacement
CBJ Contract No. BE21-177

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: _____ Date Issued:_____
(Signature of Attorney-in-Fact)

_____
(Printed Name)

_____
(Company Name)

_____
(Mailing Address)

_____
(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

END OF SECTION

SECTION 00700 - GENERAL CONDITIONS

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Requirements - Division 1 of the Technical Specifications.

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

Holidays - The CBJ legal holidays occur on:

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

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

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

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

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

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

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

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

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

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.

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

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

PCB's - Polychlorinated biphenyls.

PERMITTEE – See definition for CONTRACTOR.

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

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

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

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

Specifications - Same definition as "Technical Specifications" hereinafter.

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

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

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

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

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

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

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

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

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

ARTICLE 2 PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS/INSURANCE CERTIFICATES. When the CONTRACTOR delivers the signed Agreements to the OWNER, the CONTRACTOR shall also deliver to the OWNER such Bonds and Insurance Policies and Certificates as the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

2.2 COPIES OF DOCUMENTS. The OWNER shall furnish to the CONTRACTOR the required number of copies of the Contract Documents specified in the Supplementary General Conditions.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE WORK

A. The CONTRACTOR shall begin to perform the WORK within 10 days after the commencement date stated in the Notice to Proceed, but no WORK shall be done at the site prior to said commencement date.

B. Before undertaking each part of the WORK, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the ENGINEER any conflict, error, or discrepancy which the CONTRACTOR may discover and shall obtain a written interpretation or clarification from the ENGINEER before proceeding with any WORK affected thereby.

C. The CONTRACTOR shall submit to the ENGINEER for review those documents called for under Section 01300 - CONTRACTOR Submittals in the General Requirements.

2.5 PRE-CONSTRUCTION CONFERENCE. The CONTRACTOR is required to attend a Pre-Construction Conference. This conference will be attended by the ENGINEER and others as appropriate in order to discuss the WORK in accordance with the applicable procedures specified in the General Requirements, Section 01010 - Summary of WORK in the General Requirements.

2.6 FINALIZING CONTRACTOR SUBMITTALS. At least 7 days before submittal of the first Application for Payment a conference attended by the CONTRACTOR, the ENGINEER and others as appropriate will be held to finalize the initial CONTRACTOR submittals in accordance with the General Requirements. As a minimum the CONTRACTOR's representatives should include the project manager and schedule expert. The CONTRACTOR should plan on this meeting taking no less than 8 hours. If the submittals are not finalized at the end of the meeting, additional meetings will be held so that the submittals can be finalized prior to the submittal of the first application for payment. No application for payment will be processed until CONTRACTOR submittals are finalized.

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 INTENT

A. The Contract Documents comprise the entire Agreement between the OWNER and the CONTRACTOR concerning the WORK. The Contract Documents shall be construed as a whole in accordance with Alaska Law.

B. It is the intent of the Contract Documents to describe the WORK, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning, unless a definition has been provided in Article 1 of the General Conditions. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, the CONTRACTOR, or the ENGINEER or any of their consultants, agents, or employees from those set forth in the Contract Documents.

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

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

A. In resolving conflicts resulting from, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Permits from other agencies as may be required by law, excepting the definition of “PERMITEE” in these permits.
2. Field Orders
3. Change Orders
4. ENGINEER’s written interpretations and clarifications.
5. Agreement
6. Addenda
7. CONTRACTOR's Bid (Bid Form)
8. Supplementary General Conditions
9. Notice Inviting Bids

10. Instructions to Bidders
11. General Conditions
12. Technical Specifications
13. Drawings

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

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

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

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

ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

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

4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

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

responsible for any further explorations or tests that may be necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.

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

4.3 DIFFERING SITE CONDITIONS

A. The CONTRACTOR shall promptly upon discovery (but in no event later than 14 days thereafter) and before the following conditions are disturbed, notify the ENGINEER, in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Article 1 of these General Conditions, or asbestos, PCB's, petroleum or any other substance or material posing a threat to human or to the environment.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the contract.

B. The OWNER shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the WORK shall issue a Change Order under the procedures described in the contract.

C. In the event that a dispute arises between the OWNER and the CONTRACTOR whether the conditions materially differ, or involved hazardous waste or other materials listed above, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the WORK, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all WORK to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by Law which pertain to the resolution of disputes and protests between the contracting parties.

4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

A. Indicated. The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the site are based on information and data furnished to the OWNER or the ENGINEER by the owners of such Underground Utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements, the OWNER and the ENGINEER shall not be responsible for the accuracy or

completeness of any such information or data, and the CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities indicated in the Contract Documents, for coordination of the WORK with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the WORK, the cost of which will be considered as having been included in the Contract Price.

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

4.5 REFERENCE POINTS

A. The ENGINEER will provide one bench mark, near or on the site of the WORK, and will provide two points near or on the site to establish a base line for use by the CONTRACTOR for alignment control. Unless otherwise specified in the General Requirements, the CONTRACTOR shall furnish all other lines, grades, and bench marks required for proper execution of the WORK.

B. The CONTRACTOR shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its Subcontractor's employees, the CONTRACTOR shall be responsible for the accurate replacement of such reference points by personnel qualified under the Alaska Statute governing the licensing of Architects, Engineers, and Land Surveyors.

4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT

A. On City and Borough of Juneau (CBJ) construction projects, the CBJ may make unclassified material available to CONTRACTORs, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. CONTRACTORs are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. For this Project, contact Alec Venechuk, CBJ Material Source Manager, at (907) 586-0874 for the current material rates.

B. CONTRACTORs proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. CONTRACTORs using the pit must comply with Allowable Use Permit USE 2008-00061. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at (907) 586-0874.

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

operations within the pit. CONTRACTORs shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ.

D. If CONTRACTOR operations for a project do not exceed 500 tons of material, the CONTRACTOR will not be required to provide an Individual Mining Plan prepared by an engineer. However, the CONTRACTOR must submit an Individual Mining Plan that is in compliance with Allowable Use Permit USE 2008-00061 for gravel extraction within the CBJ/State pit. The CONTRACTOR must contact the CBJ Engineering Department for conditions for the extraction.

E. CONTRACTORs using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. CONTRACTORs shall account for placement of materials removed from the pit. The CBJ may require CONTRACTORs to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. CONTRACTORs will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the WORK, CONTRACTORs shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Project Manager.

F. The gravel pit overhead charge shall be paid to the CBJ by the CONTRACTOR within 60 days after removal of all materials from the pit and prior to requesting and/or receiving final payment. Upon completion of each excavation CONTRACTORs shall notify the CBJ, in writing, in sufficient time to perform a field-compliance examination prior to vacating the pit. Any significant deviation from the stipulations of the Individual Mining Plan identified during the field inspection shall be corrected by the CONTRACTOR prior to release of the bond. A signed release from CBJ will be required prior to releasing the CONTRACTOR's bond.

G. If asphalt pavement is removed as part of this WORK, the CONTRACTOR shall dispose of the material at the location designated as the Asphalt Storage Facility, or as directed by the ENGINEER.

H. The CBJ/State pit is a seasonal operation. The hours of operation are from 7:00 a.m. to 6:00 p.m., Monday through Friday, from April 1 through October 15 of the year. CONTRACTORS may obtain gravel on weekends, or during the off-season, by applying for a separate agreement with the City and Borough of Juneau Engineering Department. The CONTRACTOR will be responsible for any additional costs incurred during weekend or off-season operations at the gravel pit.

I. All Contractors/Equipment Operators using the CBJ/State Pit shall be in compliance with Federal Mine Safety and Health Administration regulations for quarry and gravel operations.

ARTICLE 5 BONDS AND INSURANCE

5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

A. The CONTRACTOR shall furnish, when required, 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. These bonds shall remain in effect for 12 months after the date of final payment and until all obligations and liens under this contract have been satisfied. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.

C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions. The City Engineer may, on behalf of the OWNER, notify the surety of any potential default or liability.

5.2 INSURANCE

A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Final Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective WORK in accordance with Paragraph 13.6, but the CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized in the State of Alaska to issue insurance policies for the limits and coverages so required. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other

evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by certified mail. All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:

1. Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. This policy shall include an "all states" endorsement. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.
2. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees or damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or Subcontractors. The policy shall contain no exclusions for any operations within the scope of this contract.
3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Coverage for hired motor vehicles should include endorsement covering liability assumed under this Agreement.
4. Subcontractor's Commercial General Liability Insurance and Commercial Automobile Liability Insurance. The CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor's Commercial General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its Subcontractors in the CONTRACTOR's own policy, in like amount.
5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ENGINEER, against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the

CONTRACTOR, the OWNER, and the ENGINEER. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.

B. The CONTRACTOR shall designate in writing and keep on the WORK site at all times during its progress a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ENGINEER. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER and the ENGINEER only.

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

6.2 LABOR, MATERIALS, AND EQUIPMENT

A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the OWNER's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER.

B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the

event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

C. All costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.

D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.

E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the ENGINEER, or any of the ENGINEER consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.

F. The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time set forth in and required by these specifications. All workers shall have sufficient skill and experience to perform property the WORK assigned to them. Workers engaged in special WORK, or skilled WORK, shall have sufficient experience in such WORK and in the operation of the equipment required to perform all WORK, properly and satisfactorily.

G. Any person employed by the CONTRACTOR or by any Subcontractor who, in the opinion of the ENGINEER, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed forthwith by the CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of the WORK without the approval of the ENGINEER. Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ENGINEER may suspend the WORK by written notice until such orders are complied with.

6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ENGINEER for acceptance in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.

6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.

A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its Subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime contract.

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

6.6 PERMITS

A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.

B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the PERMITTEE in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.

C. The OWNER shall apply for, and obtain, the necessary building permit for this Project, however, the CONTRACTOR is responsible for scheduling and coordinating all necessary inspections. The CBJ Inspection number is 586-1703. All other provisions of this Section remain in effect.

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

6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations.
The OWNER may, per AS 36.30, audit the CONTRACTOR's or Subcontractor(s) records that are related to the cost or pricing data for this contract, all related Change Orders, and/or contract modifications.

6.9 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.

6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their Consultants, Sub-consultants, and the officers,

directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.

6.11 SAFETY AND PROTECTION

A. The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all employees on the WORK and other persons and organizations who may be affected thereby;
2. all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

B. The CONTRACTOR shall comply with all applicable Laws and Regulations whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. The CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and program.

D. Materials that contain hazardous substances or mixtures may be required on the WORK. A Material Safety Data Sheet shall be requested by the CONTRACTOR from the manufacturer of any hazardous product used.

E. Material usage shall be accomplished with strict adherence to all safety requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

F. The CONTRACTOR shall be responsible for coordinating communications on any exchange of Material Safety Data Sheets or other hazardous material information that is required to be made available to, or exchanged between, or among, employers at the site in accordance with Laws or Regulations.

G. The CONTRACTOR shall notify the ENGINEER if it considers a specified product or its intended usage to be unsafe. This notification must be given to the ENGINEER prior to the product being ordered, or if provided by some other party, prior to the product being incorporated in the WORK.

6.12 SHOP DRAWINGS AND SAMPLES

A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the CONTRACTOR shall submit to the ENGINEER for review, all Shop Drawings in accordance with Section 01300 - CONTRACTOR Submittals in the General Requirements.

B. The CONTRACTOR shall also submit to the ENGINEER for review all samples in accordance with Section 01300 - CONTRACTOR Submittals in the General Requirements.

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

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

6.14 INDEMNIFICATION

A. To the fullest extent permitted by Laws and Regulations, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, their Consultants, Sub-consultants and the officers, directors, employees, and agents of each and any of them, against and from all claims and liability arising under, by reason of or incidentally to the contract or any performance of the WORK, but not from the sole negligence or willful misconduct of the OWNER, and the ENGINEER. Such indemnification by the CONTRACTOR shall include but not be limited to the following:

1. Liability or claims resulting directly or indirectly from the negligence or carelessness of the CONTRACTOR, its employees, or agents in the performance of the WORK, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the CONTRACTOR, its employees, agents, or third parties;
2. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the CONTRACTOR’s or Subcontractor’s own employees engaged in the WORK resulting in actions brought by or on behalf of such employees against the OWNER, and the ENGINEER;
3. Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the CONTRACTOR, its employees, or agents;
4. Liability or claims arising directly or indirectly from the use or manufacture by the CONTRACTOR, its employees, or agents in the performance of this contract of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this contract.

5. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the OWNER or any other parties by the CONTRACTOR, its employees, or agents;
6. Liabilities or claims arising directly or indirectly from the willful or criminal misconduct of the CONTRACTOR, its employees, or agents; and,
7. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the CONTRACTOR.

B. The CONTRACTOR shall reimburse the ENGINEER and the OWNER for all costs and expenses, (including but not limited to fees and charges of engineers, attorneys, and other professionals and court costs including all costs of appeals) incurred by said OWNER, and the ENGINEER in enforcing the provisions of this Paragraph 6.14.

C. The indemnification obligation under this Paragraph 6.14 shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any such Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.15 CONTRACTOR'S DAILY REPORTS. The CONTRACTOR shall complete a daily report indicating total manpower for each construction trade, major equipment on site, each Subcontractor's manpower, weather conditions, etc., involved in the performance of the WORK. The daily report shall be completed on forms provided by the ENGINEER and shall be submitted to the ENGINEER at the conclusion of each workday. The report should comment on the daily progress and status of the WORK within each major component of the WORK. These components will be decided by the ENGINEER. CONTRACTOR shall record the name, affiliation, time of arrival and departure, and reason for visit for all visitors to the location of the WORK.

6.16 ASSIGNMENT OF CONTRACT. The CONTRACTOR shall not assign, sublet, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its right, title, or interest therein, or obligations thereunder, without the written consent of the OWNER except as imposed by law. If the CONTRACTOR violates this provision, the contract may be terminated at the option of the OWNER. In such event, the OWNER shall be relieved of all liability and obligations to the CONTRACTOR and to its assignee or transferee, growing out of such termination.

6.17 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES. It is understood that any turn-on or turn-off, line locates and any other work or assistance necessary by the CBJ Water Utilities Division, will be at the CONTRACTOR's expense unless otherwise stated in the bid documents. All cost must be agreed to prior to any related actions, and will be considered incidental to the project cost. Billing to the CONTRACTOR will be direct from the CBJ Water Utilities Division.

6.18 OPERATING WATER SYSTEM VALVES

A. The CONTRACTOR shall submit a written request, to the ENGINEER, for approval to operate any valve on any in-service section of the CBJ water system. The request must be submitted at least 24-hours prior to operating any valves. The CBJ Water Utilities Division reserves the right to approve or deny the request. The request shall specifically identify each valve to be operated, the time of operation, and the operation to be performed. The

CONTRACTOR shall obtain the written approval of the ENGINEER for any scheduled operation before operating any valve.

B. The CONTRACTOR shall be responsible for all damages, both direct and consequential, to the City or any other party, caused by unauthorized operation of any valve of the CBJ water system.

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

ARTICLE 7 OTHER WORK

7.1 RELATED WORK AT SITE

A. The OWNER may perform other work related to the Project at the site by the OWNER's own forces, have other work performed by utility owners, or let other direct contracts therefor which may contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the CONTRACTOR prior to starting any such other work.

B. The CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (or the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the WORK with theirs. The CONTRACTOR shall do all cutting, fitting, and patching of the WORK that may be required to make its several parts come together properly and integrate with such other work. The CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the ENGINEER and the others whose work will be affected.

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

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

responsibility will be itemized and the extent of such authority and responsibilities will be provided in the Supplementary General Conditions.

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 COMMUNICATIONS

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

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

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

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

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

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

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

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

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

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

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

9.3 PROJECT REPRESENTATION. The ENGINEER may furnish an Inspector to assist in observing the performance of the WORK. The duties, responsibilities, and limitations of authority are as follows:

A. Duties, Responsibilities and Limitations of Authority of Inspector

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

Duties and Responsibilities. The Inspector may:

1. Review the progress schedule, list of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning their acceptability.
2. Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Serve as the ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent and assist said superintendent in understanding the intent of the Contract Documents. Assist the ENGINEER in serving as the OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.
4. As requested by the ENGINEER, assist in obtaining from the OWNER additional details or information, when required at the site for proper execution of the WORK.
5. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by the CONTRACTOR and notify the ENGINEER of their availability for examination.
6. Conduct on-site observations of the WORK in progress to assist the ENGINEER in determining if the WORK is proceeding in accordance with the Contract Documents.
7. Report to the ENGINEER whenever the Inspector believes that any WORK is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspection, tests or approval required to be made or has been damaged prior to final payment; and advise the ENGINEER when the Inspector believes WORK should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
8. Verify that the tests, equipment, and systems startups and operating and maintenance instruction are conducted as required by the Contract Documents and in presence of the required personnel, and that the CONTRACTOR maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups.
9. Accompany visiting inspectors representing public or other agencies having jurisdiction over the WORK, record the outcome of these inspections, and report to the ENGINEER.
10. Transmit to the CONTRACTOR the ENGINEER's clarifications and interpretations of the Contract Documents.
11. Consider and evaluate the CONTRACTOR's suggestions for modifications in the Contract Documents and report them with recommendations to the ENGINEER.
12. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submittals, reproductions of original Contract Documents including all addenda, Change Orders, field orders, additional Drawings issued

subsequent to the execution of the contract, the ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.

13. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list all project visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of performing and observing test procedures. Send copies to the ENGINEER.
14. Record names, addresses, and telephone numbers of the CONTRACTOR, Subcontractors, and major suppliers of materials and equipment.
15. Furnish the ENGINEER with periodic reports as required of progress of the WORK and the CONTRACTOR's compliance with the accepted progress schedule and schedule of CONTRACTOR submittals.
16. Consult with the ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the WORK.
17. Report immediately to the ENGINEER upon the occurrence of any accident.
18. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submittal and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, WORK completed, and materials and equipment delivered at the site but not incorporated in the WORK.
19. During the course of the WORK, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed; and deliver this material to the ENGINEER for its review and forwarding to the OWNER prior to final acceptance of the WORK.
20. Before the ENGINEER prepares a Certificate of Substantial Completion/Notice of Completion, as applicable, review the CONTRACTOR's punch list items requiring completion or correction and add any items that CONTRACTOR has omitted.
21. Conduct final inspection in the company of the ENGINEER, the OWNER, and the CONTRACTOR, and prepare a final punch list of items to be completed or corrected.
22. Verify that all items on the punch list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

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

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

9.4 CLARIFICATIONS AND INTERPRETATIONS. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract

Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with, or reasonably inferred from, the overall intent of the Contract Documents.

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

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

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

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

B. In connection with the ENGINEER's responsibilities as to Change Orders, see Articles 10, 11, and 12.

C. In connection with the ENGINEER's responsibilities in respect of Applications for Payment, see Article 14.

9.8 DECISIONS ON DISPUTES

A. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the WORK thereunder. Claims, disputes, and other matters relating to the acceptability of the WORK; the interpretation of the requirements of the Contract Documents pertaining to the performance of the WORK; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or Contract Time will be referred initially to the ENGINEER in writing with a request for formal decision in accordance with this paragraph, which the ENGINEER will render in writing within 30 days of receipt of the request. Written notice of each such claim, dispute, and other matter will be delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise thereto. Written supporting data will be submitted to the ENGINEER within 60 days after such occurrence unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

B. The rendering of a decision by the ENGINEER with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.12) will be a condition precedent to any exercise by the OWNER or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Law or Regulations in respect of any such claim, dispute, or other matter.

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

A. Neither the ENGINEER's authority to act under this Article or other provisions of the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any Supplier, any surety for any of them, or any other person or organization performing any of the WORK.

B. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the ENGINEER as to the WORK, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the WORK for compliance with the requirements of the Contract Documents, and conformance with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the ENGINEER any duty or authority to supervise or direct the performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.9C or 9.9D.

C. The ENGINEER will not supervise, direct, control, or have authority over or be responsible for the CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of the CONTRACTOR to comply with Laws and Regulations, applicable to the performance of the WORK. The ENGINEER will not be responsible for the CONTRACTOR's failure to perform the WORK in accordance with the Contract Documents.

D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR nor of any Subcontractor, supplier, or any other person or organization performing any of the WORK.

ARTICLE 10 CHANGES IN THE WORK

10.1 GENERAL

A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the ENGINEER.

B. If the CONTRACTOR believes that it is entitled to an increase or decrease in the Contract Price, or an extension or shortening in the Contract Time as the result of a Field Order, a claim may be made as provided in Articles 11 and 12.

C. If the OWNER and CONTRACTOR agree on the value of any work, or the amount of Contract Time that should be allowed as a result of a Field Order, upon receiving written notice from the ENGINEER, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the work pending the issuance of a Change Order.

D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to WORK, and a claim may be made therefor as provided in Articles 11 and 12.

E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.

F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:

1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1A;
2. changes required because of acceptance of Defective WORK under Paragraph 13.7;
3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
4. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the ENGINEER pursuant to Paragraph 9.8.

G. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.2 ALLOWABLE QUANTITY VARIATIONS

A. In the event of an increase or decrease in Bid item quantity of a unit price contract, the total amount of WORK actually done or materials or equipment furnished shall be paid for according to the unit price established for such WORK under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25% of

the estimated quantity of any major item of the WORK. Major Item is defined as any bid item amount that is ten percent (10%) or more of the total contract amount.

B. In the event a part of the WORK is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the OWNER and the CONTRACTOR. If the OWNER and the CONTRACTOR fail to agree upon the price of the eliminated work, said price shall be determined in accordance with the provisions of Article 11.

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1 GENERAL

A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.

B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 7 days) after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 14 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.

C. The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

1. Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
3. On the basis of the cost of WORK (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.4).

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

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

A. General. The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.5 EXCLUDED COSTS.

B. Labor. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, worker's compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for forepersons shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the mark-up set out in paragraph 11.4.

C. Materials. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:

1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.

D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed

necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ENGINEER. The CONTRACTOR may furnish cost data which might assist the ENGINEER in the establishment of the rental rate.

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

E. Equipment on the Work Site. The rental time to be paid for equipment on the work site shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work site.

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already

on the work site, or in the absence of such labor, established by collective bargaining agreements for the type of worker and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.3B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.

5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.

F. Specialty Work. Specialty work is defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following shall apply in making estimates for payment for specialty work:

1. Any bid item of WORK to be classified as Specialty Work shall be listed as such in the Supplementary General Conditions. Specialty work shall be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for specialty work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as specialty work and accordingly, the invoices for the work may be accepted without detailed itemization.
3. All invoices for specialty work will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for specialty work.

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

11.4 CONTRACTOR'S FEE

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

Actual Overhead and Profit Allowance

Labor	15 percent
Materials	10 percent
Equipment	10 percent

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

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

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

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

B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).

E. Costs due to the negligence of CONTRACTOR , any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

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

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 GENERAL

A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the ENGINEER in accordance with Paragraph 9.8 if the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A. An increase in Contract Time does not mean that the Contractor is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.

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

C. Where CONTRACTOR is prevented from completing any part of the WORK within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost on the critical path of the project due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, unprecedented weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

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

12.2 EXTENSIONS OF TIME FOR DELAY DUE TO WEATHER. Contract Time may be extended by the ENGINEER because of delays in completion of the WORK due to unusually severe weather, provided that the CONTRACTOR shall, within 10 days of the beginning of any such delay, notify the ENGINEER in writing of the cause of delay and request an extension of Contract Time. The

ENGINEER will ascertain the facts and the extent of the delay and extend the time for completing the work when, in the ENGINEER's judgment, the findings of fact justify such an extension. Unprecedented, abnormal, or unusually severe weather will be defined as an event, or events, with a greater than 50-year recurrence interval, as determined by the National Weather Service, or equivalent State or Federal agency

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

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

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

13.3 TESTS AND INSPECTIONS

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

B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).

C. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

D. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the ENGINEER and the CONTRACTOR.

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

F. If any WORK is covered contrary to the written request of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for the ENGINEER's observation and recovered at the CONTRACTOR's expense.

G. If the ENGINEER considers it necessary or advisable that covered WORK be observed by the ENGINEER or inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, material, and equipment. If it is found that such WORK is defective, the CONTRACTOR shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, attorneys, and other professionals. However, if such WORK is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

13.4 OWNER MAY STOP THE WORK. If the WORK is defective, or the CONTRACTOR fails to perform work in such a way that the completed WORK will conform to the Contract Documents, the OWNER may order the CONTRACTOR to stop the WORK, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the WORK shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

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

13.6 ONE YEAR CORRECTION PERIOD

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

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

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

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

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

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

14.3 APPLICATION FOR PROGRESS PAYMENT

A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ENGINEER for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for

materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.

C. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments will be paid in full in accordance with Article 14 of the General Conditions until 90% of the Contract Price has been paid. The remaining 10% of the Contract Price amount may be withheld until:

1. final inspection has been made;
2. completion of the Project; and
3. acceptance of the Project by the OWNER.

D. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than $5,000.00 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by an invoice (including shipping), a certification that the materials meet the applicable contract specifications, and any evidence required by the OWNER that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER. Payment for materials will not constitute final acceptance. It shall be the CONTRACTOR’s responsibility to protect the material from damage, theft, loss, or peril while in storage. Unless otherwise prescribed by law, the Value of Materials Stored at the Site shall be paid at the invoice amount up to a maximum of 85% of the Contract Price for those items.

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

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

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

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

14.6 PARTIAL UTILIZATION

A. The OWNER shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the OWNER plans to exercise said right, the CONTRACTOR will be notified in writing by the OWNER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.

B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER and the CONTRACTOR's one year correction period shall commence only after the date of Substantial Completion for the WORK.

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

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

14.9 FINAL PAYMENT AND ACCEPTANCE

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

B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:

1. Liquidated damages, as applicable.
2. Two times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

A. After executing the necessary documents to initiate the lien period, and not more than 45 days thereafter (based on a 30-day lien filing period and 15-day processing time), the OWNER will release to the CONTRACTOR the retainage funds withheld pursuant to the Agreement, less any deductions to cover pending claims against the OWNER pursuant to Paragraph 14.5B.

B. After filing of the necessary documents to initiate the lien period, the CONTRACTOR shall have 30 days to complete any outstanding items of correction work remaining to be completed or corrected as listed on a final punch list made a part of the Notice of Completion. Upon expiration of the 45 days, referred to in Paragraph 14.10A, the amounts withheld pursuant to the provisions of Paragraph 14.9B herein, for all remaining work items will be returned to the CONTRACTOR; provided, that said work has been completed or corrected to the satisfaction of the OWNER within said 30 days. Otherwise, the CONTRACTOR does hereby waive any and all claims for all monies withheld by the OWNER under the Contract to cover 2 times the value of such remaining uncompleted or uncorrected items.

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

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

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

15.1 SUSPENSION OF WORK BY OWNER. The OWNER, acting through the ENGINEER, may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than 90 days by notice in writing to the CONTRACTOR. The CONTRACTOR shall resume the WORK on receipt from the ENGINEER of a notice of resumption of work. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)

A. In the event of default by the CONTRACTOR, the OWNER may give 10 days written notice to the CONTRACTOR of OWNER's intent to terminate the Agreement and provide the CONTRACTOR an opportunity to remedy the conditions constituting the default. It shall be considered a default by the CONTRACTOR whenever CONTRACTOR shall: (1) declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors; (2) fail to provide materials or quality of work meeting the requirements of the Contract Documents; (3) disregard or violate provisions of the Contract Documents or ENGINEER's instructions; (4) fail to prosecute the WORK according to the approved progress schedule; or, (5) fail to provide a qualified superintendent, competent workers, or materials or equipment meeting the requirements of the Contract Documents. If the CONTRACTOR fails to remedy the conditions constituting default within the time allowed, the OWNER may then issue the Notice of Termination.

B. In the event the Agreement is terminated in accordance with Paragraph 15.2A, herein, the OWNER may take possession of the WORK and may complete the WORK by whatever method or means the OWNER may select. The cost of completing the WORK shall be deducted from the balance which would have been due the CONTRACTOR had the Agreement not been terminated and the WORK completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the CONTRACTOR shall pay the excess amount to the OWNER. If such cost is less than the balance which would have been due, the CONTRACTOR shall not have claim to the difference.

15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for

the value of work performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ENGINEER in accordance with the procedure prescribed for the making of the final application for payment and payment under Paragraphs 14.8 and 14.9.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: 1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or negligence of the CONTRACTOR, and notice to resume work or to terminate the Agreement has not been received from the OWNER within this time period; or, 2) the OWNER should fail to pay the CONTRACTOR any monies due him in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 MISCELLANEOUS

16.1 GIVING NOTICE. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK

A. The CONTRACTOR may use on the Project, with ENGINEER's approval, such stone, gravel, sand, or other material determined suitable by the ENGINEER, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow, or select borrow.

B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.

C. The CONTRACTOR shall not excavate or remove any material from within the Project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ENGINEER.

D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the CBJ may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such

materials are in a stockpile, the ENGINEER may require: That it remain in stockpile; the CONTRACTOR level such stockpile(s); or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the CBJ from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the CBJ and the CONTRACTOR.

E. Unless otherwise provided, the material from any existing old structure may be used temporarily by the CONTRACTOR in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the ENGINEER.

16.3 RIGHT TO AUDIT. If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.

16.4 ARCHEOLOGICAL OR HISTORICAL DISCOVERIES. When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ENGINEER. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the ENGINEER order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra work, such order(s) shall be covered by an appropriate contract change document.

16.5 CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS. All work over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.

16.6 GRATUITY AND CONFLICT OF INTEREST. The CONTRACTOR agrees to not extend any loan, gratuity or gift of money of any form whatsoever to any employee or elected official of the OWNER, nor will the CONTRACTOR rent or purchase any equipment or materials from any employee or elected official of the OWNER, or to the best of the CONTRACTOR’s knowledge, from any agent of any employee or elected official of the OWNER. Before final payment, the CONTRACTOR shall execute and furnish the OWNER an affidavit certifying that the CONTRACTOR has complied with the above provisions of the contract.

16.7 SUITS OF LAW CONCERNING THE WORK

A. Should a suit of law be entered into, either by the CONTRACTOR (or the CONTRACTOR's surety) against the OWNER, or by the OWNER against the CONTRACTOR (or the CONTRACTOR's surety), the suit of law shall be tried in the First Judicial District of Alaska.

B. If one of the questions at issue is the satisfactory performance of the work by the CONTRACTOR and should the appropriate court of law judge the work of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal and all other expenses (as may be allowed and set by the court) incurred by the OWNER because of the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the contract.

16.8 CERTIFIED PAYROLLS

A. All CONTRACTORs or Subcontractor who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).

B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.

C. A contractor or subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

16.9 PREVAILING WAGE RATES

A. Wage rates for Laborers and Mechanics on Public Contracts, AS 36.05.070. The CONTRACTOR, or Subcontractors, shall pay all employees unconditionally and not less than once a week. Wages may not be less than those stated in Paragraph 16.8C, regardless of the contractual relationship between the CONTRACTOR or Subcontractors and laborers, mechanics, or field surveyors. The scale of wages to be paid shall be posted by the CONTRACTOR in a prominent, easily accessible place at the site of the WORK.

B. Failure to Pay Agreed Wages, AS 36.05.080. If it is found that a laborer, mechanic, or field surveyor employed by the CONTRACTOR or Subcontractor has been, or is being, paid a rate or wages less than the established rate, the OWNER may, by written notice, terminate the CONTRACTOR or Subcontractors right to proceed with the work. The OWNER may prosecute the work to completion by contract or otherwise, and the CONTRACTOR and sureties will be held liable to the OWNER for excess costs for completing the WORK. (Section 2 ch 52 SLA 1959).

C. Listing Contractor's Who Violate Contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this

list, and no firm, corporation, partnership or association in which the person has an interest, may work as a CONTRACTOR or Subcontractor on a public construction contract for the State, or a political subdivision of the state, until three years after the date of publication of the list. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).

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

16.11 COST REDUCTION INCENTIVE

A. At any time within 45 days after the date of the Notice of Award, the CONTRACTOR may submit to the ENGINEER in writing, proposals for modifying the plans, specifications, or other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.

B. The cost reduction proposal shall contain the following information:

1. Description of both the existing contract requirements for performing the WORK and the proposed changes.
2. An itemization of the contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
5. The contract items of WORK effected by the proposed changes including any quantity variations.
6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.

C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the work attributable to the consideration or implementation of any such proposal.

D. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.

E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has

been issued. If any executed Change Order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.

F. The OWNER, shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in Contract Time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.

G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.

H. Acceptance of the cost reduction proposal and performance of the work does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a Contract Time savings, the total Contract Time shall be reduced by an amount equal to the time savings realized.

I. The amount specified to the CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of WORK. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.

J. The OWNER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.

K. The CONTRACTOR shall bear the costs, if any, to revise all bonds and insurance requirements for the project, to include the cost reduction WORK.

END OF SECTION

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

The CBJ/State Lemon Creek Gravel Pit is not available for this Project.

Add the following SGC 4.7**:**

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

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

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

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

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

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

The CONTRACTOR shall purchase and maintain the following insurance:

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

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

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

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

navigable waters.

a. Employers Liability

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

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

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

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

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

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

Add the following paragraphs:

C. Builder's Risk: CONTRACTOR is not required to obtain a Builder's Risk insurance policy for this project.

D. All Subcontractors are required to secure and maintain the insurance coverages listed above, unless otherwise noted.

E. If the CONTRACTOR maintains higher limits than the minimums shown above, the OWNER requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the OWNER.

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

G. Should any of the policies described above be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

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

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

C. CONTRACTOR must pay Subcontractors and/or Suppliers within 30 days of receiving payment from the OWNER, if that payment was made for Work performed by the Subcontractor and/or materials received. Failure to pay Subcontractors within 30 days of receiving payment from which Subcontractor and/or Supplier is to be paid may result in the OWNER initiating debarment proceedings as prescribed in the City and Borough of Juneau Purchasing Code. *The 30 day City and Borough of Juneau requirement does not supersede AS 36.90.210.*

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

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

SGC 14.3 APPLICATION FOR PROGRESS PAYMENT. Paragraph D.

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

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

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

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

A. All CONTRACTORs or Subcontractors who perform work on a public construction contract for the OWNER shall file a certified payroll with Alaska Department of Labor. See Section 00830 - Alaska Labor Standards, Reporting, and Prevailing Wage Rate Determination.
Add the following SGC 17**:**

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

END OF SECTION

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Labor and Workforce Development

Division of Employment and Training Services
Employment Security Tax

P.O. Box 115509
Juneau, AK 99811-5509
Relay Alaska (in state): (800) 770-8973 or 7.1.1
Relay Alaska (out of state): (800) 770-8255
Toll free: (888) 448-2937
Phone: (907) 465-2787
Fax: (907) 465-2374

Tax Clearance Request Form for Contractors

Date of request: _____

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

_____

Business address: _____

Business contact phone number: _____

Federal Identification Number: _____

Alaska Employer Account Number: _____

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

_____

Subcontract project name: _____

_____

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

_____

Comments or additional information: _____

_____

For agency use only:

☐ Tax Clearance is granted

☐ Tax Clearance is not granted *(please have employer contact the department)*

☐ No account on file, liability unknown *(please have employer contact the department)*

☐ Employer has stated no employees, Tax Clearance not required.

Agency representative signature: _____ Date:_____

Agency representative title: _____

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

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

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

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

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

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

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

Contact Information:

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

and

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

END OF SECTION

SECTION 00830

APPENDIX A

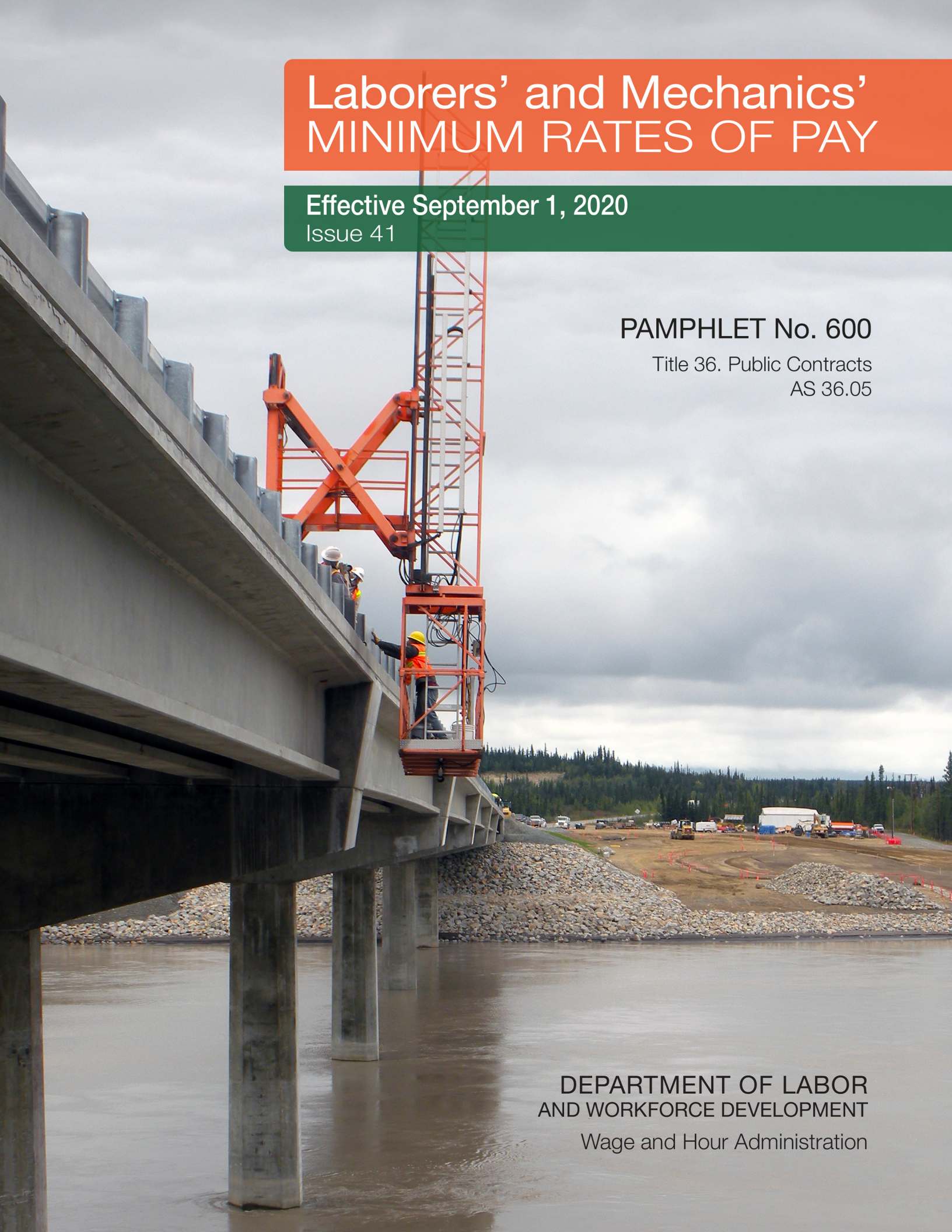
Laborers' & Mechanics'
Minimum Rates of Pay

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

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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,

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

(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.

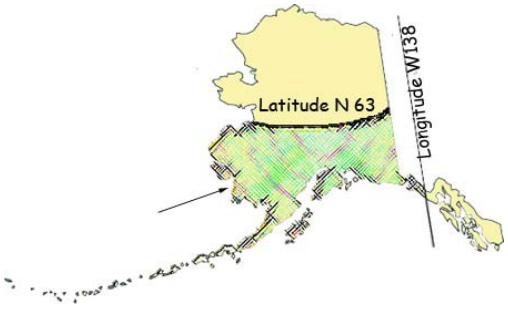
The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (*) under the classification title. If all of the conditions of 8 AAC 30.054 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.

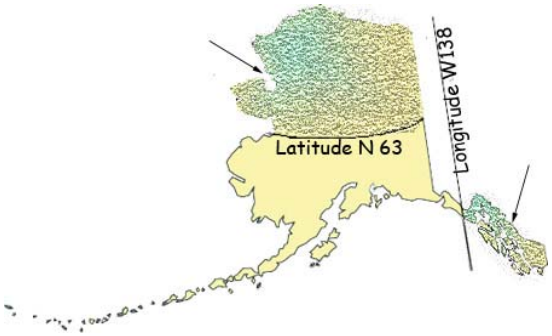
LABORER CLASSIFICATION CLARIFICATION

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:

S1201-
S1206



N1201-
N1206



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

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

Anchorage	Juneau	Fairbanks
1251 Muldoon Road, Suite 113 Anchorage, Alaska 99504-2098 Phone: (907) 269-4900 Email: statewide.wagehour@alaska.gov	PO Box 111149 Juneau, Alaska 99811 Phone: (907) 465-4842 Email: statewide.wagehour@alaska.gov	Regional State Office Building 675 7th Ave., Station J-1 Fairbanks, Alaska 99701-4593 Phone: (907) 451-2886 Email: statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

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

DEBARMENT LIST

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

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

Company Name	Debarment Expires
Tim Banach, Individual	February 23, 2021
Boulder Creek Electric	February 23, 2021

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Boilermakers								
	*See per diem note on last page							
						VAC	**SAF**	
A0101	Boilermaker (journeyman)	46.08	8.57	16.72	1.65	3.50	0.34	76.86
Bricklayers & Blocklayers								
	*See per diem note on last page							
						L&M		
A0201	Blocklayer	42.16	9.00	10.05	0.62	0.20		62.03
	Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter							
						L&M		
A0202	Tuck Pointer Caulker	42.16	9.00	10.05	0.62	0.20		62.03
	Cleaner (PCC)							
						L&M		
A0203	Marble & Tile Finisher	35.99	9.00	10.05	0.62	0.20		55.86
	Terrazzo Finisher							
						L&M		
A0204	Torginal Applicator	40.10	9.83	8.50	0.55	0.15	0.87	60.00
Carpenters, Region I (North of 63 latitude)								
	*See per diem note on last page							
						L&M	**SAF**	
N0301	Carpenter (journeyman)	38.34	10.08	15.23	1.10	0.10	0.10	64.95
	Lather/Drywall/Acoustical							
Carpenters, Region II (South of N63 latitude)								
	*See per diem note on last page							
						L&M	**SAF**	
S0301	Carpenter (journeyman)	38.34	10.08	15.77	1.10	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=pens fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

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

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

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	0.05	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	0.05	64.10
						L&M		
A0603	Fireman	40.04	10.35	13.00	1.00	0.10	0.05	64.54
						L&M		
A0605	Leverman Clamshell	43.29	10.35	13.00	1.00	0.10	0.05	67.79
						L&M		
A0606	Leverman Hydraulic	41.53	10.35	13.00	1.00	0.10	0.05	66.03
						L&M		
A0607	Mate & Boatman	40.76	10.35	13.00	1.00	0.10	0.05	65.26
						L&M		
A0608	Oiler (dredge)	40.04	10.35	13.00	1.00	0.10	0.05	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	0.15	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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Electricians								
	*See per diem note on last page							
						L&M	**LEG**	
A0702	Inside Journeyman Wireman, including:	40.94	13.90	14.12	0.95	0.20	0.15	70.26
	Technicians (including use of drones in electrical construction)							
						L&M	**LEG**	
A0703	Power Cable Splicer	57.79	13.90	18.92	0.95	0.20	0.15	91.91
						L&M	**LEG**	
A0704	Tele Com Cable Splicer	50.53	13.90	16.17	0.95	0.20	0.15	81.90
						L&M	**LEG**	
A0705	Power Journeyman Lineman, including:	56.04	13.90	18.87	0.95	0.20	0.15	90.11
	Power Equipment Operator Technician (including use of drones in electrical construction)							
						L&M	**LEG**	
A0706	Tele Com Journeyman Lineman, including:	48.78	13.90	16.11	0.95	0.20	0.15	80.09
	Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator							
						L&M	**LEG**	
A0707	Straight Line Installer - Repairman	48.78	13.90	16.11	0.95	0.20	0.15	80.09
						L&M	**LEG**	
A0708	Powderman	54.04	13.90	18.81	0.95	0.20	0.15	88.05
						L&M	**LEG**	
A0710	Material Handler	26.57	13.33	4.80	0.15	0.15	0.15	45.15
						L&M	**LEG**	
A0712	Tree Trimmer Groundman	28.37	13.90	12.59	0.15	0.15	0.15	55.31
						L&M	**LEG**	
A0713	Journeyman Tree Trimmer	37.30	13.90	12.86	0.15	0.15	0.15	64.51
						L&M	**LEG**	
A0714	Vegetation Control Sprayer	40.85	13.90	12.97	0.15	0.15	0.15	68.17
						L&M	**LEG**	
A0715	Inside Journeyman Communications CO/PBX	39.52	13.90	13.83	0.95	0.20	0.15	68.55
Elevator Workers								
	*See per diem note on last page							
						L&M	**VAC**	
A0802	Elevator Constructor	41.38	15.73	18.41	0.63	0.48	4.59	81.22
						L&M	**VAC**	
A0803	Elevator Constructor Mechanic	59.11	15.73	18.41	0.63	0.48	6.56	100.92

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
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: 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	38.87	9.51	24.28	0.74	**L&M** 0.20	**IAF** 0.24	73.84
A1102	Helicopter Helicopter (used for rigging and setting) Tower (energy producing windmill type towers to include nacelle and blades)	39.87	9.51	24.28	0.74	**L&M** 0.20	**IAF** 0.24	74.84
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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last page								
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)
Gunite Operator
Hod Carrier
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
S1201	Group I, including:	31.71	8.95	17.81	1.30	0.20	0.20	60.17

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

*See per diem note on last page

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	

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

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 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)
Gunite Operator
Hod Carrier
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
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	0.20	0.20	62.07
	Traffic Control Supervisor Welding Certified (in connection with laborer's work)							
						L&M	LEG	
S1204	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	
S1205	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	
S1206	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							
Millwrights *See per diem note on last page								
						L&M		
A1251	Millwright (journeyman)	40.77	10.08	12.28	1.10	0.40	0.05	64.68
						L&M		
A1252	Millwright Welder	41.77	10.08	12.28	1.10	0.40	0.05	65.68
Painters, Region I (North of N63 latitude) *See per diem note on last page								
						L&M		
N1301	Group I, including:	32.99	8.71	13.50	1.08	0.07		56.35

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Painters, Region I (North of N63 latitude) *See per diem note on last page							
						L&M	
N1301	Group I, including:	32.99	8.71	13.50	1.08	0.07	56.35
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
						L&M	
N1302	Group II, including:	33.51	8.71	13.50	1.08	0.07	56.87
	Bridge Painter						
	Epoxy Applicator						
	General Drywall Finisher						
	Hand/Spray Texturing						
	Industrial Coatings Specialist						
	Machine/Automatic Taping						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Spray						
	Structural Steel Painter						
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	39.64	8.71	16.37	1.05	0.05	65.82
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	Group V, including:	28.63	8.71	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						
Painters, Region II (South of N63 latitude) *See per diem note on last page							
						L&M	
S1301	Group I, including :	30.33	8.71	14.15	1.08	0.07	54.34
	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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Painters, Region II (South of N63 latitude) *See per diem note on last page							
						L&M	
S1301	Group I, including :	30.33	8.71	14.15	1.08	0.07	54.34
	Lead-Based Paint Abatement						
	Roll						
	Spray						
						L&M	
S1302	Group II, including :	31.58	8.71	14.15	1.08	0.07	55.59
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
						L&M	
S1303	Group III, including :	31.68	8.71	14.15	1.08	0.07	55.69
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						
						L&M	
S1304	Group IV, including:	39.85	8.71	15.41	1.08	0.07	65.12
	Glazier						
	Storefront/Automatic Door Mechanic						
						L&M	
S1305	Group V, including:	28.63	8.71	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						
Piledrivers *See per diem note on last page							
						L&M	**IAF**
A1401	Piledriver	38.34	10.08	15.23	1.10	0.10	0.10	64.95
	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

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

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M		
A1601	Group I, including:	41.53	10.35	13.00	1.00	0.10	0.05	66.03

Power Equipment Operators

*See per diem note on last page

Asphalt Roller: Breakdown, Intermediate, and Finish
Back Filler
Barrier Machine (Zipper)
Beltcrete with Power Pack & similar conveyors
Bending Machine
Boat Coxswain
Bulldozer
Cableways, Highlines & Cablecars
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

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		
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)							

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		
A1603	Group II, including:	40.76	10.35	13.00	1.00	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							
						L&M		
A1604	Group III, including:	40.04	10.35	13.00	1.00	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-l/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)							

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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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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
	Sheet Metal shelving						
	Sheet Metal venting, chimneys and breaching						
	Skylight installation						
Sheet Metal Workers, Region II (South of N63 latitude) *See per diem note on last page							
						L&M	
S1801	Sheet Metal Journeyman	43.20	11.50	14.09	1.68	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							
						L&M	
A1901	Sprinkler Fitter	47.25	10.23	17.85	0.52	0.25	76.10
Surveyors *See per diem note on last page							
						L&M	
A2001	Chief of Parties	44.16	11.43	12.64	1.15	0.10	69.48
						L&M	
A2002	Party Chief	42.57	11.43	12.64	1.15	0.10	67.89

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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:	40.94	11.43	12.64	1.15	**L&M** 0.10	66.26
	Air/Sea Traffic Controllers Ambulance/Fire Truck Driver (EMT certified) Boat Coxswain Captains & Pilots (air & water) Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment) Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards Helicopter Transporter Liquid Vac Truck/Super Vac Truck Material Coordinator or Purchasing Agent Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated) Semi with Double Box Mixer Tireman, Heavy Duty/Fueler Water Wagon (250 Bbls and above)						
A2102	Group 1A including:	42.21	11.43	12.64	1.15	**L&M** 0.10	67.53
	Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated) Jeeps (driver under load) Lowboys, including tractor attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)						
A2103	Group II, including:	39.68	11.43	12.64	1.15	**L&M** 0.10	65.00
	All Deltas, Commanders, Rollagons, & similar equipment Batch Trucks (8 yards & up) Batch Trucks (up to & including 7 yards)						

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers	*See per diem note on last page						
						L&M	
A2103	Group II, including:	39.68	11.43	12.64	1.15	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)						
						L&M	
A2104	Group III, including:	38.86	11.43	12.64	1.15	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)						
						L&M	
A2105	Group IV, including:	38.28	11.43	12.64	1.15	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						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers							
	*See per diem note on last page						
A2105	Group IV, including:	38.28	11.43	12.64	1.15	L&M 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						
A2106	Group V, including:	37.52	11.43	12.64	1.15	L&M 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						

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
N2201	Group I, including:	34.88	8.95	17.81	1.30	0.20	0.20	63.34
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							
						L&M	LEG	
N2202	Group II, including:	35.98	8.95	17.81	1.30	0.20	0.20	64.44
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							
						L&M	LEG	
N2203	Group III, including:	36.97	8.95	17.81	1.30	0.20	0.20	65.43
	Miner							
	Retimberman							
						L&M	LEG	
N2204	Group IIIA, including:	40.58	8.95	17.81	1.30	0.20	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)							
	Traffic Control Supervisor, DOT Qualified							
						L&M	LEG	
N2206	Group IIIB, including:	44.75	6.24	17.81	1.30	0.20	0.20	70.50
	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)							

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

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
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	0.20	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	0.20	0.20	63.34
	Brakeman							
	Mucker							
	Nipper							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Topman & Bull Gang							
	Tunnel Track Laborer							
S2202	Group II, including:	35.98	8.95	17.81	1.30	0.20	0.20	64.44
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	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	0.20	0.20	65.43
	Miner							
	Retimberman							
S2204	Group IIIA, including:	40.58	8.95	17.81	1.30	0.20	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)							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude) *See per diem note on last page								
						L&M	LEG	
S2204	Group IIIA, including:	40.58	8.95	17.81	1.30	0.20	0.20	69.04
	Traffic Control Supervisor, DOT Qualified							
						L&M	LEG	
S2206	Group IIIB, including:	44.75	6.24	17.81	1.30	0.20	0.20	70.50
	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								
						L&M		
A2207	Group I	45.68	10.35	13.00	1.00	0.10	0.05	70.18
						L&M		
A2208	Group IA	47.62	10.35	13.00	1.00	0.10	0.05	72.12
						L&M		
A2209	Group II	44.84	10.35	13.00	1.00	0.10	0.05	69.34
						L&M		
A2210	Group III	44.04	10.35	13.00	1.00	0.10	0.05	68.54
						L&M		
A2211	Group IV	37.21	10.35	13.00	1.00	0.10	0.05	61.71

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

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

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SECTION 00852 - PERMITS

PART 1 - GENERAL

1.1 INDEX OF PERMITS

A. Building Permit to be obtained by Owner

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 GENERAL

A. The WORK to be performed under this contract shall consist of furnishing all tools, equipment, materials, supplies, and furnishing all labor, transportation and services, and performing all WORK required for the fulfillment of the Contract in strict accordance with the Contract Documents.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The WORK covered in the Contract Documents includes, but is not limited to:

The project scope includes all work required for the removal of the existing vehicle exhaust system at each of the four Juneau Fire Stations and replacement with engine exhaust air filtration units. Scope also includes all work required for the installation of gas detection systems and exhaust fan systems in the apparatus bays of those facilities.

See also Section 012300 Alternates

B. The physical locations of the Work are:

BASE BID WORK: Juneau (Downtown) Fire Station- 820 Glacier Ave. Juneau, Alaska
Glacier Fire Station 1700 Crest Ave, Juneau

ALTERNATE #1: Auke Bay Fire Station, 11900 Glacier Hwy. Juneau, Alaska
ALTERNATE #2: Douglas Fire Station, 1016 3rd Street, Douglas, Alaska

1.3 CONTRACT METHOD

A. The WORK hereunder shall be constructed under a lump sum contract.

1.4 WORK BY OTHERS: Not Used

1.5 CONTRACTOR USE OF PROJECT SITES

COVID-19 Entry and safety protocols are in effect at CCFR Fire Stations – Each of the four Fire Stations is a secure facility. Bidders are advised that all personnel employed by the Contractor and Subcontractors are to access through the main entry door and will be required to sign in, self-administer and record their forehead temperature at the start of each workday. A sign in sheet is provided at each station.

A. The CONTRACTOR's use of the Project site shall be limited to interior mechanical, electrical, ductwork and piping within the vehicle apparatus bays as required by the Work. An area for storage of materials and staging will be provided to the CONTRACTOR. CONTRACTOR shall keep ALL security gates and exterior entrances, driveways and access clear for Owner's use at all times. **The Contractor shall be responsible for clean-up of all sharp debris and shall be financially responsible for any tire punctures caused by debris left by the Work.**

B. CONTRACTOR shall allow for Police Staff and Library Staff and Patron use and occupancy throughout the construction period. CONTRACTOR shall develop a detailed plan to allow use of the building at all times in coordination with the Owner and the CBJ Project Manager. CONTRACTOR shall clean-up work areas daily, or at a frequency determined by the Owner.

C. CONTRACTOR shall develop a schedule detailing when and where specific areas with each Fire Station apparatus bay will not be able to be used by the CCFR staff , equipment or Vehicles, to enable the OWNER to move equipment so as not to be blocked by construction activities. Such plan shall be approved by the CBJ Project Manager, individual Fire Station Chiefs, the Assistant Fire Chief a minimum of 24 hours prior to any work in affected locations. Changes and updates to the approved plan shall be requested by the CONTRACTOR at least 48 hours ahead of the specific change.
The CONTRACTOR shall provide a written two week look ahead of Construction activities on site at the start of each Project Meeting for Owner's review, indicating anticipated locations daily within each Fire Station.

1.6 OWNER USE OF THE PROJECT SITES

A. Capital City Fire and Rescue (CCFR) Staff will utilize the existing site during the entire period of construction for the conduct of normal operations. The CONTRACTOR shall cooperate and coordinate with the CBJ Project Manager to facilitate the Owner's operations and to minimize interference with the CONTRACTOR's operations.

1.7 PUBLIC USE OF THE PROJECT SITE

A. CONTRACTOR shall keep driveways, entrances, and driving lanes clear and available to CCFR staff, and visitors throughout the Project. Provide flag persons for traffic control as required.

1.8 PROJECT MEETINGS – Via Teleconference or Video Conference- time and dates to be determined.

A. Pre-Construction Conference

1. Prior to the commencement of WORK, a Pre-Construction Conference will be held at a mutually agreed time and place, and shall be attended by the CONTRACTOR's Project Supervisor, its Superintendent, and its Subcontractors as the CONTRACTOR or ENGINEER deems appropriate. Other attendees shall be:

   a. The CBJ Project Manager
   b. The ENGINEER(s)
   c. The CBJ Bldg. Maintenance Sppt.- Nate Abbott
   d. The CCFR Assistant Fire Chief- Ed Quinto
   e. CCFR Fire Station Captains, if required.
   f. Others as required.

2. Unless previously submitted to the ENGINEER, the CONTRACTOR shall present at the Pre-Construction Conference one copy each of the following:

   a. Samples, Product Data, and proposed Substitutes or "Or-Equal" items.

b. A Plan of Operation.
c. A Schedule of Values.
d. A complete Project Schedule that details a proposed sequencing of all WORK.
e. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit. OWNER shall apply and pay for the necessary Building Permit. CONTRACTOR shall call for all inspections and fulfill code conditions relative to the WORK.
f. Material Safety Data Sheets on products proposed for use in the WORK.
g. A traffic and parking maintenance plan.
h. A letter designating the CONTRACTOR's Superintendent, defining that person's responsibility and authority.
i. A letter designating the CONTRACTOR's **Safety and Health** Representative, defining that person's responsibility and authority.
j. A plan for pollution control and disposal of pollutants.
k. A procurement schedule of major equipment and materials and items requiring long lead time in excess of 30 days.

3. The purpose of the Pre-Construction Conference is to designate responsible personnel, establish working relationships and protocols, and mutually prepare for clear organization of the construction project. Matters requiring coordination will be discussed and procedures for handling such matters established.

B. Construction Progress Meetings

1. Progress meetings shall be held once per week throughout the construction period. They shall be held at a mutually agreed upon location and time. The CONTRACTOR'S Superintendent and representatives from each active Subcontractor shall be present with the ENGINEER. The CBJ Project Manager shall attend all progress meetings, record activities and actions of the meetings, and distribute minutes to the CONTRACTOR.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SCOPE

A. Payment for the items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents.

B. In addition to other incidental items of WORK listed elsewhere in the contract documents, the following items shall also be considered as incidental to other Items of WORK under this contract:

1. Maintenance of all services through Project area, including water, sewer, storm, garbage pickup, mail delivery, other deliveries and emergency vehicles.
2. The cost of all permits, except that the CBJ shall pay for the Building Permit.
3. The cost of compliance with the regulations of all relevant agencies.

1.2 PRICE BASED ON COMBINED LUMP SUM

A. A lump sum payment will be paid upon completion of the WORK in accordance with the requirements of the Contract.

1.3 SCHEDULE OF VALUES

A. The Schedule of Values shall be developed in parallel with the written Project Schedule activities. The steps shall be as follows:

1. The CONTRACTOR shall submit a preliminary Schedule of Values for the major components of the WORK at the Preconstruction Conference. The listing shall include, at a minimum, the proposed value for each Specification Section in Divisions 2 to 16 inclusive, and each alternate bid item.
2. The CONTRACTOR and ENGINEER shall meet and jointly review the Schedule of Values and make any adjustments in value allocations necessary, if in the opinion of the ENGINEER, allocation adjustments are necessary to establish fair and reasonable allocation of values for the major WORK components. Front end loading is not permitted. The ENGINEER may require inclusion of other major WORK components not included in the above listing if, in the opinion of the ENGINEER, such additional components are appropriate. This review and any necessary revisions shall be completed within 15 days from the date of Notice to Proceed.
3. The CONTRACTOR and ENGINEER may mutually agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values.

1.4 PROGRESS PAYMENTS

A. CONTRACTOR may request Progress Payments in accordance with the approved Schedule of Values at intervals no greater than monthly, in accordance with the General Conditions. Approval of Progress Payments may be delayed if Contractor's schedule is not updated in a timely manner, or at a frequency requested by the CBJ project manager.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 DEFINITION

A. "Cutting-and-Patching" is defined to include the cutting and patching of nominally completed and previously existing concrete, steel, wood and miscellaneous metal structures; piping and pavement, in order to accommodate the coordination of WORK, or the installation of other facilities or structures or to uncover other facilities and structures for access or inspection, or to obtain samples for testing, or for similar purposes.

1.2 OPERATIONAL AND SAFETY LIMITATIONS

A. The CONTRACTOR shall not cut and patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance, or decreased safety.

B. Prior to cutting and patching the following categories of WORK, the CONTRACTOR shall obtain the ENGINEER's approval to proceed with:

1. Sheeting, shoring and cross bracing
2. Operating systems and equipment
3. Water, moisture, vapor, air, smoke barriers, membranes and flashings
4. Noise and vibration control elements and systems
5. Control, communication, conveying and electrical wiring systems

1.3 VISUAL REQUIREMENTS

A. The CONTRACTOR shall not cut and patch WORK which is exposed on the exterior or exposed in occupied spaces, in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the cut and patch WORK, both as judged solely by the ENGINEER. The CONTRACTOR shall remove and replace WORK judged by the ENGINEER to have been cut and patched in a visually unsatisfactory manner.

1.4 APPROVALS

A. Where prior approval of cutting and patching is required, the CONTRACTOR shall submit the request well in advance of time WORK will be performed. The request should include a description of why cutting and patching cannot reasonably be avoided, how it will be performed, how structural elements (if any) will be reinforced, products to be used, firms and tradesmen to perform the WORK, approximate dates of the WORK, and anticipated results in terms of structural, operational, and visual variations from the original WORK.

B. The CONTRACTOR shall also request approval to proceed prior to starting WORK of this Section.

PART 2 - PRODUCTS

2.1 MATERIALS USED IN CUTTING AND PATCHING

A. Except as otherwise indicated, the CONTRACTOR shall provide materials for cutting and patching which will result in equal-or-better WORK than the WORK being cut and patched, in terms of performance characteristics and including visual effects where applicable. The CONTRACTOR shall use material identical with the original materials where feasible.

B. Materials shall comply with the requirements of the Technical Specifications wherever applicable.

PART 3 - EXECUTION

3.1 PREPARATION

A. The CONTRACTOR shall provide adequate temporary support for WORK to be cut to prevent failure.

B. The CONTRACTOR shall provide adequate protection of other WORK during cutting and patching.

3.2 INSTALLATION

A. The CONTRACTOR shall employ skilled tradespeople to perform cutting and patching. Except as otherwise indicated, the CONTRACTOR shall proceed with cutting and patching at the earliest feasible time and perform the WORK promptly.

B. The CONTRACTOR shall use methods least likely to damage WORK to be retained and WORK adjoining.

C. The CONTRACTOR shall patch with seams which are as invisible as possible and comply with specified tolerances for the WORK.

D. The CONTRACTOR shall restore exposed seams of patched area; and, where necessary, extend finish restoration onto retained WORK adjoining, in a manner which will eliminate evidence of patching.

END OF SECTION

SECTION 01090 - REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 GENERAL

A. Titles of Sections and Paragraphs: Captions accompanying Specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.

B. Applicable Publications: Whenever in these Specifications references are made to published Specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest Specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

C. Specialists, Assignments: In certain instances, Specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities, who must be engaged for the performance of that WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.2 ABBREVIATIONS AND NAMES

A. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

B. Abbreviations used within these plans and specifications include but are not limited to those listed on drawings: **Mechanical sheet M001, Structural sheet S001 and Electrical sheet E001.**

1.3 PERMITS, LICENSES, AND CERTIFICATES

A. Upon request by the ENGINEER, the CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing on performance of the WORK.

1.4 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the generality of other requirements of the Specifications, all WORK specified herein shall conform to or exceed the requirements of applicable codes and the applicable requirements of the following documents.

B. References herein to "Building Code" or "International Building Code" shall mean International Building Code of the International Code Council (ICC).

C. Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.

D. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ENGINEER for clarification and directions prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.

E. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.

F. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

G. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.5 DEFINITIONS

A. The basic contract definitions are included in Section 00700 - General Conditions. The following definitions have the meaning defined in the Technical Portions of the WORK:

Approve - Used in conjunction with action on submittals, applications, and requests, is limited to the ENGINEER's duties and responsibilities as stated in the Conditions of the Contract.

Directed - Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the ENGINEER," "requested by the ENGINEER", and similar phrases.

Experienced - Means having a minimum of five previous Projects similar in size to this Project, and being familiar with precautions required and with requirements of the authority having jurisdiction.

Furnish - means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.

Indicated - is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as "shown," "noted," "scheduled," and "specified" also may be used to assist in locating information but no limitation of location is implied or intended.

Install - defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER's use.

Installer - A CONTRACTOR or an entity engaged by the CONTRACTOR, as an employee or Subcontractor for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

Project Site - The space available for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.

Provide - is defined as furnish and install, ready for the intended use.

Regulation - Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the WORK.

Testing Laboratories - An independent entity engaged to perform specific inspections or tests at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

SECTION 01230 - ALTERNATES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Schedule: Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

Additive Alternate #1: **AUKE BAY FIRE STATIO**N: All work required for the removal of the existing vehicle exhaust system at the Auke Bay Fire Station and replacement with engine exhaust air filtration units. Scope also includes all work required for the installation of gas detection systems and exhaust fan systems in the apparatus bay.

Additive Alternate #2: **DOUGLAS FIRE STATION:** All work required for the removal of the existing vehicle exhaust system at the Douglas Fire Station and replacement with engine exhaust air filtration units. Scope also includes all work required for the installation of gas detection systems and exhaust fan systems in the apparatus bay.

END OF SECTION 01230

SECTION 01300 - CONTRACTOR SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

A. Wherever submittals are required hereunder, all such submittals by the CONTRACTOR shall be submitted to the ENGINEER.

B. Prior to the Pre-Construction Conference, the CONTRACTOR shall submit the following items to the ENGINEER and CBJ Project Manager for review:

1. A submittal schedule for Shop Drawings, Samples, Product Data, and proposed Substitutes or "Or-Equal" items.
2. A Schedule of Values.
3. A complete progress schedule for all phases of the Project.
4. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit. CBJ shall apply for the Building Permit.
5. Material Safety Data Sheets on products used on the Project.
6. A traffic maintenance plan, as required.
7. A letter designating the CONTRACTOR's Superintendent, defining that person's responsibility and authority.
8. A letter designating the CONTRACTOR's safety representative and the EEO Officer and that person's responsibility and authority.

C. No payments shall be made to the CONTRACTOR until the above-listed items are submitted in their entirety, as determined by the ENGINEER.

D. The CONTRACTOR shall coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delay. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The ENGINEER reserves the right to withhold action on a submittal requiring coordination until related submittals are received. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the WORK to permit processing.

E. The CONTRACTOR shall distribute copies of the Construction Schedule, Schedule of Values, and the Submittal Schedule to the ENGINEER, Subcontractors, and other parties required to comply with scheduled dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations. Revise and update each Schedule after each meeting or activity, where revisions have been made. Issue the updated Schedules concurrently with report of each meeting.

1.2 SUBMITTAL PROCESS

A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER, for review, 4 copies of each submittal.

B. All submittals shall be accompanied by the CONTRACTOR's standard submittal transmittal form. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal.

C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

D. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within 14 calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The OWNER reserves the right to withhold monies due the CONTRACTOR to cover additional costs of the ENGINEER to review beyond the second submittal. The ENGINEER's maximum review period for each submittal including all re-submittals will be 14 days per submission.

E. If 1 copy of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.

F. If 1 copy of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal revision shall be made, and resubmission of said submittal will not be required.

G. If one copy of the submittal is returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said submittal and resubmit the required number of copies of said revised submittal to the ENGINEER.

H. If one copy of the submittal is returned to the CONTRACTOR marked “REJECTED” the CONTRACTOR shall revise said submittal and resubmit the required number of copies of said revised submittal to the ENGINEER.

I. Fabrication of an item may be commenced only after the ENGINEER has reviewed the pertinent submittal and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittal shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements. Only a change order can alter the contract price, time, or requirements.

J. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR submittal will be made for any items which have not been so certified by the CONTRACTOR. All non-certified

submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

K. The ENGINEER's review of CONTRACTOR submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

1.3 SUBMITTAL SCHEDULE

A. The CONTRACTOR shall coordinate the Submittal Schedule with the list of subcontracts, Schedule of Values and list of products as well as the Construction Schedule. Prepare the Submittal Schedule in chronological order. Identify all submittals required for the completion of the Work. Provide the following information in the Submittal Schedule:

1. Scheduled date for the first submittal.
2. Related Section number.
3. Name of Subcontractor.
4. Description of the construction element covered.
5. Anticipated date of the ENGINEER's final release or approval.

1.4 SAMPLE SUBMITTALS

A. Whenever in the Specifications samples are required, the CONTRACTOR shall submit not less than 3 samples of each such item or material to the ENGINEER for acceptance at no additional cost to the OWNER.

B. Samples, as required herein, shall be submitted for acceptance a minimum of 14 days prior to ordering such material for delivery to the job site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the WORK.

C. The CONTRACTOR shall submit full-size samples, cured and finished as specified, and identical to the product proposed. Mount, display, or package samples to facilitate review. Include the following:

1. Generic description.
2. Source.
3. Product name or name of manufacturer.
4. Compliance with recognized standards.
5. Availability and delivery time.
6. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics, and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.
7. Preliminary Submittals. Where samples are for selection of characteristics from a range of choices, submit a full set of choices for the product. Preliminary submittals will be reviewed

and returned indicating selection and other action.

8. Submittals. Except for samples illustrating assembly details, quality of WORK, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken. Maintain a sample set at the Project site, for quality comparisons. Sample sets may be used to obtain final acceptance of the construction associated with each set.
9. Prepare additional sets for Subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.

D. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and Supplier's names for identification and submitted to the ENGINEER for acceptance. Upon receiving acceptance of the ENGINEER, one set of the samples will be stamped and dated by the ENGINEER and returned to the CONTRACTOR, and one set of samples will be retained by the ENGINEER, and one set of samples shall remain at the job site until completion of the WORK.

E. Unless clearly stated otherwise, it is assumed that all colors and textures of specified items presented in sample submittal are from the manufacturer's standard colors and standard materials, products, or equipment lines. If the samples represent non-standard colors, materials, products or equipment lines, and their selection will require an increase in Contract Time or Price, the CONTRACTOR will clearly indicate this on the transmittal page of the submittal.

1.5 PRODUCT DATA SUBMITTALS

A. The CONTRACTOR shall collect all the Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

1. Manufacturer's printed recommendations.
2. Compliance with recognized trade association standards.
3. Compliance with recognized testing agency standards.
4. Application of testing agency labels and seals.
5. Notation of dimensions verified by field measurement.
6. Notation of coordination requirements.
7. Preliminary Submittal: Submit a preliminary single-copy where selection of options is required.
8. Furnish copies of final submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an approved copy of Product Data is in the installer's possession. Do not permit use of unmarked copies of Product Data in connection with construction.

1.6 PROPOSED SUBSTITUTE OR "OR EQUAL" ITEM SUBMITTALS

A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or-equal" indicating that a substitution is permitted, materials or equipment of other Suppliers may be

accepted by the ENGINEER if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ENGINEER's decision shall be final.
3. The ENGINEER may require the CONTRACTOR, to furnish at the CONTRACTOR's expense, additional data about the proposed substitute.
4. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
5. Acceptance by the ENGINEER of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
6. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR's WORK, the WORK of its Subcontractors and of other contractors, and shall effect such changes without cost to the OWNER. This shall include the cost for redesign and claims of other contractor(s) affected by the resulting change.

B. The procedure for review by the ENGINEER will include the following:

1. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form" for acceptance thereof.
2. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 14-day period after Notice of Award/Notice To Proceed.
3. Wherever a proposed substitute material or equipment has not been submitted within said 14-day period, or wherever the submission of a proposed substitute material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide material or equipment named in the Contract Documents.
4. The CONTRACTOR shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified.
5. The ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. In no case will this reasonable time period be less than14 days.
6. As applicable, no shop Drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the ENGINEER's prior written acceptance of the CONTRACTOR's "Substitution Request Form" which will be evidenced by a Change Order.

C. The CONTRACTOR's application using the "Substitution Request Forms" shall contain the following statements and/or information which shall be considered by the ENGINEER in evaluating the proposed substitution when one or more of the following conditions are satisfied, as determined by the ENGINEER; otherwise, requests will be returned without action except to record non-compliance with these requirements.

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is timely, fully documented, and properly submitted.
4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
5. The specified product or method of construction cannot be provided within the contract time. The request will not be considered if the product or method cannot be provided as a result of the CONTRACTOR's failure to pursue the WORK promptly, or to coordinate activities properly.
6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
7. A substantial advantage is offered to the OWNER, in terms of cost, time, energy conservation, or other considerations of merit, after deducting off-setting responsibilities the OWNER may be required to bear. Additional responsibilities for the OWNER may include additional compensation to the ENGINEER of Record for redesign and evaluation services, increased cost of other construction by the OWNER, or separate contractors, and similar considerations.
8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the CONTRACTOR certifies that the substitution will overcome the incompatibility.
9. The specified product or method of construction cannot be coordinated with other materials, and where the CONTRACTOR certifies that the proposed substitution can be coordinated.
10. The specified product or method of construction cannot provide a warranty required by the contract documents and where the CONTRACTOR certifies that the proposed substitution provide the required warranty.
11. The evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of substantial completion on time.
12. Available maintenance, repair, and replacement service and its estimated cost will be indicated.
13. Whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty.
14. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

D. The CONTRACTOR's submittal and ENGINEER's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the contract documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

1.7 SCHEDULE OF VALUES

A. For Lump Sum Pay Unit contracts, the CONTRACTOR shall submit a Schedule of Values to the ENGINEER and the CBJ Project Manager. The Schedule of Values shall list the cost breakdown of the Lump Sum Pay Unit contract and shall be coordinated with the construction schedule.

1. Correlate line items in the Schedule of Values with other schedules and forms.
2. Use the Contract Document's Table of Contents as a guide to establish the format for the Schedule of Values.

1.8 PROGRESS SCHEDULE

A. The progress schedule shall be in Bar Chart or **WRITTEN TWO WEEK PREVIEW OF WORK form**, presented by the Contractor's superintendent at each weekly progress meeting.
Note that the Contractor's Progress Payment may be delayed by non-submittal of an updated Work schedule in a timely manner to the CBJ Project Manager.

B. The progress schedule shall show the order in which the CONTRACTOR proposes to carry out the WORK and the contemplated date on which the CONTRACTOR and its Subcontractors will start and finish each of the salient features of the WORK, including any scheduled periods of shutdown. The schedule shall also indicate any anticipated periods of multiple-shift work.

C. Upon substantial changes to the CONTRACTOR's progress schedule of WORK or upon request of the ENGINEER or CBJ Project Manager, the CONTRACTOR shall submit a revised progress schedule(s) in the form required. Such revised schedule(s) shall conform with the Contract Time and take into account delays which may have been encountered in the performance of the WORK. In submitting a revised schedule, the CONTRACTOR shall state specifically the reason for the revision and the adjustments made in the schedule or methods of operation to ensure the completion of all the WORK within the Contract Time.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

(Substitution Request Form – Next Page)

CBJ Engineering Department
SUBSTITUTION REQUEST FORM

TO: _____ Project: _____

Contract No. _____

SPECIFIED ITEM: _____

Section	Page	Paragraph	Description
_____	_____	_____	_____

The undersigned requests consideration of the following: **PROPOSED SUBSTITUTION**:

Attached data includes product description, Specifications, Drawings, photographs, performance and test data adequate for evaluation of the request. Applicable portions of the data are clearly identified.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings and will not require a change in any of the Contract Documents.
2. The undersigned will pay for changes to the design, including engineering design, detailing, and construction costs caused by the requested substitution which is estimated to be $_____.
3. The proposed substitution will have no adverse affect on other contractors, the construction schedule (specifically the date of substantial completion), or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The incorporation or use of the substitute in connection with the WORK is not subject to payment of any license fee or royalty.

The undersigned further states that the function, appearance, and quality of the Proposed Substitution are equivalent or superior to the specified item.

Submitted by CONTRACTOR (date):_____	ENGINEER Review (date):_____
Signature: _____	By: _____
Print Name:_____	Decision by CBJ:
Firm:_____	____Accepted ____Accepted as Noted
Title: _____	____Not Accepted ____Received Too Late
Telephone: _____	
Attachments:_____	Signature: _____

The use of this substitution is not authorized until accepted by the ENGINEER.

END OF SECTION

SECTION 01301 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 THE REQUIREMENT

A. This Section defines the process whereby the Schedule of Values (Lump Sum Pay Unit price breakdown) shall be developed. Monthly progress payment amounts shall be determined from the monthly progress updates of the CPM Schedule activities.

1.3 SCHEDULE OF VALUES

A. The CONTRACTOR shall submit a preliminary Schedule of Values for the major components of the WORK to the ENGINEER and the CBJ Project Manager at the Preconstruction Conference as specified and referenced in Section 01010 -Summary of WORK. The listing shall include, at a minimum, the proposed value for the major WORK components. The Schedule of values shall be divided into relevant Divisions for Juneau Police Department and the Downtown Library buildings.

1.4 CHANGES TO SCHEDULE OF VALUES

A. Changes to the CPM Schedule which add activities not included in the original schedule but included in the original WORK (schedule omissions) shall have values assigned as approved by the ENGINEER. Other activity values shall be reduced to provide equal value adjustment increases for added activities as approved by the ENGINEER.

B. In the event that the CONTRACTOR and ENGINEER agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values, increases and equal decreases to values for activities may be made.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01310 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED.

A. Procedures for preparation and submittal of construction progress schedules and periodic schedule updating.

1.2 FORMAT

A. Prepare schedules as a horizontal bar chart with separate bar for each major portion of WORK or operations, identifying first work day of each week. **Separately from the written two week preview of Work presented at Weekly Progress Meetings, the CONTRACTOR shall update the project schedule in horizontal bar chart format as often as directed by the OWNER or the ENGINEER.**

B. **Pay Requests may be held by the Owner until an updated schedule is received, reviewed and Approved.**

C. Sequence of listings shall reflect the chronological order of the start of each item of WORK and encompass those items as noted in the table of contents of this Project manual.

D. Scale and spacing shall be such as to provide for notations and revisions.

E. Minimum sheet size of 11 x 17 inches, unless approved otherwise by the ENGINEER.

1.3 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify each item by Specification section number.

C. Identify WORK of separate stages and other logically grouped activities.

D. Provide sub-schedules to define critical portions of entire schedule.

E. Show accumulated percentage of completion of each item, and total percentage of WORK completed, as of the mid and final days of each month.

F. Provide separate schedules of submittal dates for Shop Drawings, product data, and samples, including products specified under alternate bids, and dates reviewed submittals will be required from the Project ENGINEER. Show decision dates for selection of finishes and options, where appropriate.

G. Show delivery dates for materials and products.

H. Coordinate and display cost allocation requirements of Section 01301 - Schedule of Values, prior to the CONTRACTOR’s initial application for payment.

1.4 REVISIONS TO SCHEDULES

A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

C. Provide narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate Subcontractors.

D. When submitting a revised schedule, CONTRACTOR shall state specifically the reason for the revision and the adjustments made in the schedule or methods of operation to ensure the completion of all the WORK within the Contract time.

1.5 SUBMITTALS

A. Prior to the Pre-Construction Meeting submit two sets of initial schedules in accordance with Section 01300 - CONTRACTOR Submittals. After review, resubmit required revised data within ten days, modified to accommodate revisions recommended by the Project ENGINEER. and or the CBJ Project Manager.

B. Submit progress schedules reflecting the progress to date and anticipated in the future with each Application for Payment. Upon substantial changes to the CONTRACTOR's progress schedule of WORK, or upon request of the Project ENGINEER or the CBJ Project Manager, the CONTRACTOR shall submit the revised progress schedule(s) in the form required.

C. Submit with a transmittal letter on the Contractor’s letterhead specified in Section 01300 - CONTRACTOR Submittals.

1.6 DISTRIBUTION

A. Distribute copies of reviewed schedules to job site file, Subcontractors, suppliers, and other concerned entities.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Testing and inspecting services are required to verify compliance with requirements specified or indicated in the Contract Documents.

1. Where quality-control services are indicated as CONTRACTOR's responsibility, engage a qualified testing agency to perform these services.

2. Retesting and Re-inspecting: CONTRACTOR shall pay for additional testing and inspecting required as a result of tests and inspections provided by the OWNER indicating noncompliance with requirements.

B. Special Tests and Inspections: The Contractor will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction. In the case of Asbestos Containing Materials (ACM) the Owner will arrange for and pay for sampling, testing and of ACM where it is suspected and abatement required.

C. 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.

PART 2 - PRODUCTS (Not Used)

PART 3- EXECUTION (Not Used)

END OF SECTION

SECTION 01505 - MOBILIZATION

PART 1 - GENERAL

1.1 GENERAL

A. Mobilization shall include moving all plant and equipment onto the site; furnishing and erecting plants, temporary buildings, and other construction facilities; implementing security requirements, 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 plant and equipment required for operations onto the site.
2. Providing all on-site communication facilities, including radios and cellular phones.
3. Having all OSHA required notices and establishment of safety.
4. Health Safety measures including COVID-19 Procedures as required by entities having jurisdiction.
5. Having the CONTRACTOR's superintendent at the jobsite full time.
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 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 a breakdown showing the estimated value of each major component of Mobilization to the ENGINEER for approval. When approved by the ENGINEER, 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

SECTION 01510 - TEMPORARY UTILITIES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Types. The types of utility services required for general temporary use at the Project site include the following:

Water service (potable for certain uses)
Storm sewer
Sanitary sewer
Electric power service

1.2 JOB CONDITIONS

A. Scheduled Uses. The CONTRACTOR shall, in conjunction with establishment of the job progress schedule, establish a schedule for implementation and termination of service for each temporary utility or facility, at the earliest feasible time, and when acceptable to the OWNER and the ENGINEER, change over from use of temporary utility service to permanent service.

PART 2 - PRODUCTS

2.1 MATERIALS

A. The CONTRACTOR shall provide either new or used materials and equipment, which are in substantially undamaged condition and without significant deterioration and which are recognized in the construction industry, by compliance with appropriate standards, as being suitable for intended use in each case. Where a portion of temporary utility is provided for CONTRACTOR by utility company, the CONTRACTOR shall provide remainder with matching and compatible materials and equipment and comply with recommendations of utility company.

PART 3 - EXECUTION

3.1 INSTALLATION OF TEMPORARY UTILITY SERVICES

A. General. Wherever feasible, the CONTRACTOR shall engage the utility company to install temporary service to Project, or as a minimum, to make connection to existing utility service; locate services where they will not interfere with total Project construction WORK, including installation of permanent utility services; and maintain temporary services as installed for required period of use; and relocate, modify or extend as necessary from time to time during that period as required to accommodate total Project construction WORK.

B. Approval of Electrical Connections. All temporary connections for electricity shall be subject to approval of the ENGINEER and the power company representative, and shall be removed in like manner at the CONTRACTOR's expense prior to final acceptance of the WORK.

C. Separation of Circuits. Unless otherwise permitted by the ENGINEER, circuits separate from lighting circuits shall be used for all power purposes.

D. Construction Wiring. All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

3.2 INSTALLATION OF POWER DISTRIBUTION SYSTEM

A. Power. The CONTRACTOR shall provide all necessary power required for its operations under the contract, and shall provide and maintain all temporary power lines required to perform the WORK in a safe and satisfactory manner.

B. Temporary Power Distribution. The CONTRACTOR shall provide a weatherproof, grounded, temporary power distribution system sufficient to accommodate performance of entire WORK of Project, including, but not necessarily limited to, temporary electrical heating where indicated, operation of test equipment and test operation of building equipment and systems which cannot be delayed until permanent power connections are operable, temporary operation of other temporary facilities, including permanent equipment and systems which must be placed in operation prior to use of permanent power connections (pumps, HVAC equipment, elevators, and similar equipment), and power for temporary operation of existing facilities (if any) at the site during change-over to new permanent power system. Provide circuits of adequate size and proper power characteristics for each use; run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations, and result in least interference with performance of the WORK; provide rigid steel conduit or equivalent raceways for wiring which must be exposed on grade, floors, decks, or other recognized exposures to damage or abuse.

3.3 INSTALLATION OF LIGHTING

A. Construction Lighting. All WORK conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper WORK and to afford adequate facilities for inspection and safe working conditions.

B. Temporary Lighting. The CONTRACTOR shall provide a general, weatherproof, grounded temporary lighting system in every area of WORK, and provide sufficient illumination for safe WORK and traffic conditions; and run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations on grade, floors, decks, or other recognized areas of possible damage or abuse.

3.4 WATER SUPPLY

A. General. Water connection to the construction work limits will be provided by the Owner.

B. The CONTRACTOR shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water therefrom.

C. Water Connections. The CONTRACTOR shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency. The CONTRACTOR shall pay all permit and water charges.

3.5 SANITARY FACILITIES

A. Toilet Facilities. Contractor may use restroom facilities at each of the four CCFR Fire Stations on a keep clean basis.

3.6 INSTALLATION OF FIRE PROTECTION

A. Fire Protection. The construction plant and all other parts of the WORK shall be connected with the CONTRACTOR's water supply system and shall be adequately protected against damage by fire. Hose connections and hose, water casks, chemical equipment, or other sufficient means shall be provided for fighting fires in the temporary structures and other portions of the WORK, and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The CONTRACTOR's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction.

3.7 INSTALLATION OF COMMUNICATIONS

A. Telephone Services. The CONTRACTOR shall provide and maintain email and cell phone service for the duration of the Construction.

END OF SECTION

SECTION 01520 – SECURITY AND SAFETY

PART 1 - GENERAL

1.1 SECURITY PROGRAM

A. The CONTRACTOR shall:

1. Protect WORK from theft, vandalism, and unauthorized entry.
2. Initiate SECURITY and SAFETY program at job mobilization and maintain program throughout construction period until final acceptance of WORK.

B. The CONTRACTOR shall secure all hazardous materials and building supplies from public access throughout the construction period.

C. The CONTRACTOR shall clean and protect the site and asphalt to eliminate the possibility of flat tires on any vehicle from sharp debris, nails, fasteners, or any other materials resulting from the WORK. A monetary penalty for actual costs incurred to repair tires, or damage to any vehicle.

D. Site, pedestrian and vehicular safety is the sole responsibility of the Contractor during the Work. Safety of CCFR Staff, CBJ staff, visitors and others shall be maintained using physical barriers, safety and warning signage, contractor's flagger personnel, as required during the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES

PART 1 - GENERAL

1.1 GENERAL

A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.

B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's WORK. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the ENGINEER.

C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.2 RIGHTS-OF-WAY

A. The CONTRACTOR shall not do any WORK that would affect any oil, gas, sewer, or water pipeline; any telephone, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified by the ENGINEER that the OWNER has secured authority therefor from the proper party. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin WORK, if required by said party, and shall remove, shore, support or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the OWNER shall determine the sequence and order of the WORK. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the OWNER to the CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted.

B. No such decision as to the method or time of conducting the WORK or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the WORK in Article 15 of the General Conditions of the Contract.

1.3 PROTECTION OF SURVEY MONUMENTS, STREET, AND/OR ROADWAY MARKERS

A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. All survey monuments, markers or points disturbed by the CONTRACTOR shall be accurately re-established, at the CONTRACTOR's expense unless provided for elsewhere in the Contract, after all street or roadway resurfacing has been

completed. Re-establishment of all survey monuments shall be by a registered Alaskan Land Surveyor.

1.4 RESTORATION OF PAVEMENT

A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.

B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.

C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

D. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

1.5 EXISTING UTILITIES AND IMPROVEMENTS

A. General: The CONTRACTOR shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

B. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ENGINEER a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

C. Where the proper completion of the WORK requires the temporary or permanent removal and/or

relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ENGINEER and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.

D. OWNER's Right of Access: The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.

E. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR.

F. Underground Utilities Not Indicated: In the event that the CONTRACTOR damages any existing utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the ENGINEER. If directed by the ENGINEER, repairs shall be made by the CONTRACTOR under the provisions for changes and extra WORK contained in Articles 10, 11, and 12 of the General Conditions.

G. All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the Project which was actually working on that portion of the WORK which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such WORK will be paid for as extra WORK in accordance with the provisions of Articles 10, 11, and 12 of the General Conditions.

H. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.

I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ENGINEER are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01550 - SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.1 CONTRACTOR'S WORK AND STORAGE AREA

A. The CONTRACTOR shall be allowed limited areas for on-site storage necessary for the proper execution of the WORK. Such areas will be authorized by the OWNER at the Pre-Construction conference.

B. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK

1.2 CONTRACTOR'S WORK AND STORAGE AREA

A. The CONTRACTOR shall be allowed limited areas for non-hazardous on-site storage necessary for the proper execution of the WORK. Such areas will be authorized by the OWNER at the Pre-Construction conference.

B. Should the CONTRACTOR find it necessary to use any additional land for its camp or for other purposes during the construction of the WORK, it shall provide for the use of such lands at its own expense.

C. The CONTRACTOR shall not store materials, tools, or equipment in areas to be occupied by the public unless specifically authorized by the ENGINEER.

1.3 PARKING

A. The CONTRACTOR shall direct its employees to park in areas at the site as directed by the PROJECT MANAGER or CCFR Chief at each CCFR Fire Station. Parking spaces for Contractor and sub-contractor’s use will be designated and assigned at the Pre-Construction conference for the project.

B. Traffic and parking areas available to the public shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies that are the result of the CONTRACTOR's WORK.

PART - 2 PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 RUBBISH CONTROL

A. During the progress of the WORK, the CONTRACTOR shall keep the site of the WORK and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The CONTRACTOR shall dispose of all rubbish and waste materials of any nature occurring at the WORK site, and shall establish regular intervals of collection and disposal of such materials and waste. The CONTRACTOR shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.2 SANITATION-Site: NOT USED

1.3 CHEMICALS

A. All chemicals used during Project construction or furnished for Project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer. In addition, see the requirements set forth in paragraph 6.11 of the General Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL

A. The word "Products," as used herein, is defined to include purchased items for incorporation into the WORK, regardless of whether specifically purchased for Project or taken from CONTRACTOR's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

B. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying and erection of the WORK.

1.2 QUALITY ASSURANCE

A. Source Limitations: To the greatest extent possible for each unit of work, the CONTRACTOR shall provide products, materials, or equipment of a singular generic kind from a single source.

B. Compatibility of Options: Where more than one choice is available as options for CONTRACTOR's selection of a product, material, or equipment, the CONTRACTOR shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

1.3 PRODUCT DELIVERY-STORAGE-HANDLING

A. The CONTRACTOR shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the CONTRACTOR shall ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

1.4 TRANSPORTATION AND HANDLING

A. Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in manufacturer's unopened containers or packaging.

B. The CONTRACTOR shall provide equipment and personnel to handle products, materials, and equipment by methods to prevent soiling and damage.

C. The CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.5 STORAGE AND PROTECTION

A. Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's written instructions.

B. For exterior storage of fabricated products, they shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering; ventilation shall be provided to avoid condensation.

C. Loose granular materials shall be stored on solid surfaces in a well-drained area and shall be prevented from mixing with foreign matter.

D. Storage shall be arranged to provide access for inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.

E. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.6 MAINTENANCE OF STORAGE

A. Stored products shall be periodically inspected on a scheduled basis. The CONTRACTOR shall maintain a log of inspections and shall make said log available on request.

B. The CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements.

C. The CONTRACTOR shall verify that manufacturer-required environmental conditions are maintained continually.

D. The CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes does not occur.

E. For mechanical and electrical equipment, the CONTRACTOR shall provide a copy of the manufacturer's service instructions with each item and the exterior of the package shall contain notice that instructions are included.

F. Products shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document prior to acceptance by the OWNER in accordance with the Contract Documents.

1.7 PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEM SUBMITTAL

A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or-equal" indicating that a substitution is permitted, materials or equipment of other Suppliers may be accepted by the ENGINEER if sufficient information is submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
2. The ENGINEER will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ENGINEER's decision shall be final.
3. The ENGINEER may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute.
4. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
5. Acceptance by the ENGINEER of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
6. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR's WORK, the WORK of its Subcontractors and of other contractors, and shall effect such changes without cost to the OWNER.

B. The procedure for review by the ENGINEER will include the following:

1. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER on the "Substitution Request Form" for acceptance thereof.
2. Unless otherwise provided by law or authorized in writing by the ENGINEER, the "Substitution Request Form(s)" shall be submitted within the 35-day period after award of the contract.
3. Wherever a proposed substitute material or equipment has not been submitted within said 35-day period, or wherever the submission of a proposed substitute material or equipment has been judged to be unacceptable by the ENGINEER, the CONTRACTOR shall provide material or equipment named in the Contract Documents.
4. The CONTRACTOR shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified.
5. The ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. In no case will this reasonable time period be less than 30 days.
6. As applicable, no shop drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the ENGINEER's prior written acceptance of the CONTRACTOR's "Substitution Request Form" which will be evidenced by a Change Order.

7. The ENGINEER will record the time required by the ENGINEER in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, the CONTRACTOR shall reimburse the OWNER for the charges of the ENGINEER for evaluating each proposed substitute.

C. The CONTRACTOR's application using the "Substitution Request Forms" shall contain the following statements and/or information which shall be considered by the ENGINEER in evaluating the proposed substitution:

1. The evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of substantial completion on time.
2. Whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
3. Whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty.
4. All variations of the proposed substitute for that specified will be identified.
5. Available maintenance, repair, and replacement service and its estimated cost will be indicated.
6. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 CLOSEOUT TIMETABLE

A. The CONTRACTOR shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the OWNER, the ENGINEER, and their authorized representatives sufficient time to schedule attendance at such activities.

1.2 SUBSTANTIAL COMPLETION

A. Before requesting inspection for certification of Substantial Completion, complete the following:

1. In the Application for Payment that coincides with the date Substantial Completion is claimed, show 100 percent completion for the portion of the WORK claimed substantially complete.
2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
3. Submit record Drawings, maintenance manuals, damage or settlement survey, property survey, and similar record information.
4. Changeover permanent locks and transmit keys to the OWNER.
5. Complete start-up testing of systems, and instruction of CBJ Maintenance personnel. Remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
6. Complete final clean-up. Touch-up and repair and restore marred exposed finishes.

1.3 INSPECTION PROCEDURES

A. Upon receipt of a request for inspection for Substantial Completion, the ENGINEER will proceed and advise the CONTRACTOR of unfilled requirements. The ENGINEER will prepare the Certificate of Substantial Completion following inspection, or advise the CONTRACTOR of construction that must be completed or corrected before the certificate will be issued.

B. The ENGINEER will reinspect the WORK upon receipt of notice by the CONTRACTOR that the WORK has been completed, except items whose completion has been delayed because of circumstances acceptable to the ENGINEER. If reinspection is requested and the CONTRACTOR has not completed all punch list items, the cost of that inspection will be paid by the CONTRACTOR. Upon completion of reinspection, the ENGINEER will prepare a certificate of final acceptance, or advise the CONTRACTOR of WORK that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated.

C. The ENGINEER will repeat inspection when requested and assured by the CONTRACTOR that the WORK has been substantially completed.

D. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

A. Before requesting inspection for certification of final acceptance and final payment, complete and submit the following:

1. Submit final payment request.
2. Submit a final Change Order request.
3. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance**.**
4. Submit final As-Built Record drawings in both hardcopy Redline and .pdf formats.
5. Submit Operations and Maintenance Manuals (O&M) Hardcopy qty. 3x and .PDF.
6. Submit final meter readings for utilities, a record of stored fuel, and similar data as of Substantial Completion.
7. Submit consent of surety to final payment.
8. Submit evidence of continuing insurance coverage complying with insurance requirements.
9. Submit those items listed under Article 1.5 of this section as they apply.
10. Written guarantees, where required.
11. Maintenance stock items; spare parts; special tools, where required.
12. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
13. Releases from all parties who are entitled to claims against the subject Project, property, or improvement pursuant to the provisions of law.
14. Completed Certificate of Compliance and Release for the CONTRACTOR involved in the WORK. This form is included at the end of this section.
15. Final Subcontractor list complete with final subcontract amounts and include all equipment rentals (with operators).
16. Before final payment can be made, the CONTRACTOR shall supply a copy of the "Notice of Completion of Public Works" form approved by Wage and Hour Administration of the Labor Standards and Safety Division of the Alaska Department of Labor and Workforce Development.
17. Submit original Items 12 and 13 and a copy of Item 14 to GREG SMIT CBJ Engr. Contract Administrator.
18. Keys, labeled to location and use.
19. List of extra materials required by contract documents and information of where items are stored.
20. Alaska Department of Labor tax clearance letter from Section 00800.

1.5 FINAL SUBMITTALS

A. Record Document Submittals: Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the ENGINEER's reference.

B. Record Drawings: Maintain a clean, undamaged set of blue or blackline prints of Contract Drawings and Shop Drawings (this includes Architectural, Engineering, Structural/Civil, Mechanical and Electrical). Mark-up these Drawings to show the actual installation. Mark whichever Drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Organize record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover. Record Drawings shall be kept current with the WORK's progress and will be checked prior to each payment.

C. Record Specifications: Maintain one copy of the Contract Documents, including Addenda. Mark to show variations in actual WORK performed in comparison with the specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot be readily discerned later by direct observation. Note related record Drawing information and product data. Upon completion of the WORK, submit record Specifications to the ENGINEER for the OWNER's records.

D. **Operations and Maintenance Manuals: (O&M's) Quantity three (3) sets and one set in .PDF digital format on a thumb drive**. Organize maintenance data into sets of manageable size. Bind in individual heavy-duty 2-inch (maximum), 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:

1. Emergency instructions.
2. Spare parts list.
3. Copies of warranties.
4. Recommended "turn around" cycles.
5. Inspection procedures.
6. Shop Drawings and product data.

D. Operating and Maintenance Instructions: Arrange for the installer of equipment that requires regular maintenance to meet with CBJ personnel to provide instruction in proper operation and maintenance. Include a detailed review of maintenance manuals, agreements, warranties and bonds. As part of instruction for operating equipment, demonstrate all necessary safety procedures.

E. Before final payment can be made, the CONTRACTOR shall supply a copy of the "Notice of Completion of Public Works" form approved by Wage and Hour Administration of the Labor Standards and Safety Division of the Alaska Department of Labor and Workforce Development.

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

1.6 MAINTENANCE AND GUARANTEE

A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Article 13 of the General Conditions.

B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the CONTRACTOR shall have obtained a statement in writing from the affected private owner or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing.

C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and its surety shall be liable to the OWNER for the cost thereof.

PART 2 - MATERIALS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01700 - PROJECT CLOSEOUT

COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT: CCFR WIDE VEHICLE EXHAUST SYSTEM REPLACEMENT
CONTRACT NO: BE21-177

The CONTRACTOR must complete and submit this to the Contract Administrator. The CONTRACTOR shall complete this form with respect to the entire contract.

Completed forms must 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 plans, specifications, and Contract Documents.
- All suppliers and Subcontractors have been paid in full with no claims for labor, materials, or other services outstanding. If all Subcontractors and suppliers are not paid in full, please explain on a separate sheet.
- All employees have been paid not less that 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 attachment list of Subcontractors is complete (required from CONTRACTORs). The City Engineer was advised and approved of all Subcontractors before WORK was performed and has approved any substitutions of Subcontractors.
- All DBE firms listed as a precondition of the prime contract award must have performed a commercially useful function in order for the work to count to a DBE goal. All DBE firms performed the WORK stated and have received at least the amount claimed for credit in the Contract Documents.
- All DBE Subcontractors must attach a signed statement of the payment amount received, the nature of WORK performed, whether any balance is outstanding, and indicate that no rebates are involved.
- If the amount paid is less than the amount originally claimed for DBE credit, the CONTRACTOR has attached approval from the City Engineer for underutilization.

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

_____ Capacity: CONTRACTOR
Firm Name

_____ _____ _____
Signed Printed Name and Title Date

Return completed form to: GREG SMITH, CBJ Engr. Contract Administrator, City and Borough of Juneau, 155 South Seward Street, Juneau, AK 99801. Call (907) 586-0873 if we can be of further assistance or if you have any questions.

END OF SECTION

SECTION 01704 - FINAL CLEAN-UP AND SITE RESTORATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. The WORK under this Section includes providing all supervision, labor, materials, tools and equipment necessary for final clean-up and restoration of all areas disturbed by construction activities, to a condition equal to, or better than, before construction started. This does not include clean-up or restoration incidental to, or directly provided for by other construction items.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Any materials required shall conform to the appropriate Section of these Specifications.

PART 3 - EXECUTION

3.1 GENERAL

A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK and all sites disturbed by the construction, all rubbish and debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction and shall grade the sites so that no standing water is evident. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

B. If the CONTRACTOR has obtained material from the CBJ/State pit, the excavated area shall be cleaned up and any stipulations required by the Individual Mining Plan shall be completed. The gravel pit overhead charge shall be paid to CBJ within 60 days after removal of material from the pit.

3.2 FINAL CLEANING OF BUILDINGS

A. The CONTRACTOR shall employ experienced workers for final cleaning. Clean each surface to the condition expected in a commercial building cleaning and maintenance program. Complete the following before requesting inspection for certification of Substantial Completion:

1. Remove labels that are not permanent labels.
2. Clean transparent materials. Remove glazing compound. Replace chipped or broken glass.
3. Clean exposed hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
5. Clean the site of rubbish, litter and other foreign substances. Sweep paved areas, remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
6. Remove temporary protection and facilities.
7. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials from the site and dispose of in a lawful manner.

END OF SECTION

SECTION 01732 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected portions of a building.
2. Repair procedures for selective demolition operations.

B. Related Sections include the following:

1. Section 01010 - Summary of Work for use of the premises.
2. Section 01731 - Cutting and Patching for cutting and patching procedures for selective demolition operations.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to OWNER ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain OWNER's property, demolished materials shall become CONTRACTOR's property and shall be removed from Project site.

1.5 SUBMITTALS

A. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal WORK, with starting and ending dates for each activity. Ensure OWNER's on-site operations are uninterrupted.
2. Interruption of utility services.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Locations of temporary partitions and means of egress.
6. Coordination of OWNER's continuing occupancy of portions of existing building and of OWNER's partial occupancy of completed WORK.

C. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before WORK begins.

D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Standards: Comply with ANSI A10.6 and NFPA 241.

D. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1. Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of WORK performed by other trades that rely on substrates exposed by selective demolition operations.

1.7 PROJECT CONDITIONS

A. OWNER will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so OWNER's operations will not be disrupted. Provide not less than 48 hours notice to OWNER of activities that will affect OWNER's operations.

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.

C. OWNER assumes no responsibility for condition of areas to be selectively demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by OWNER as far as practical.
2. Before selective demolition, OWNER will remove the following items:

a. Loose furnishings and equipment in rooms affected by selective demolition.

D. Storage or sale of removed items or materials on-site will not be permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.

1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to ENGINEER.

E. Perform surveys as the WORK progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.

B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by OWNER and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to OWNER and to authorities having jurisdiction.

1. Provide at least 72 hours notice to OWNER if shutdown of service is required during changeover.

C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.

1. Arrange to shut off indicated utilities with utility companies.
2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
3. Cover and protect furniture, furnishings, and equipment that have not been removed.

C. Temporary Shoring: Provide and maintain interior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 POLLUTION CONTROLS

A. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.5 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the WORK within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
3. Do not use cutting torches.
4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
6. Dispose of demolished items and materials promptly.
7. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.

B. Existing Facilities: Comply with OWNER’s requirements for using and protecting elevators, stairs, walkways, loading docks, building entries and other building facilities during selective demolition operations.

C. Removed and Salvaged Items: Comply with the following:

1. Transport items to OWNER's storage area designated by OWNER.
2. Protect items from damage during transport and storage.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by ENGINEER, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 PATCHING AND REPAIRS

A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.

B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off OWNER's property and legally dispose of them.

END OF SECTION

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Installation of the Work.
2. Cutting and patching.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

B. Related Requirements:

1. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 PREINSTALLATION MEETINGS

A. Cutting and Patching Conference: Conduct conference at Project site.

1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect and Construction Manager of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:

a. Contractor's superintendent.
b. Trade supervisor responsible for cutting operations.
c. Trade supervisor(s) responsible for patching of each type of substrate.
d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.

2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect 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 that results 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 Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

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.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

B. 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.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. 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, submit a request for information to Architect through Construction Manager.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect and Construction Manager promptly.

B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.4 INSTALLATION

A. 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.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.

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 satisfactory results as judged by Architect. 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 of type expected for Project.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. 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 with manufacturer.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
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, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of Work to be cut.

D. 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.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

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. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, 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.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.

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 eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 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.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 230510 – GENERAL MECHANICAL

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The Mechanical Work is governed by the entire Specifications and not just Division 23. The entire Specifications must be examined for requirements relating to the Work hereunder. The Work covered by this and all other Mechanical sections consists of furnishing labor, equipment, and materials in accordance with the Specifications or Drawings, or both, together with any incidental items not shown or specified which can be reasonably inferred or taken as belonging to the Work and necessary in good practice to provide a complete system described or shown as intended.

B. Demolition of and Connection to Existing Material, Equipment, and Systems:

1. Mechanical drawings show reported as-built and contract document locations of mechanical systems taken from past project drawings. Contractor shall verify locations and quantities of all existing mechanical systems on-site.
2. Where select ductwork systems are shown to be partially removed for connection, prepare and protect the connection points appropriately to ensure later continuity of Work. CONTRACTOR shall provide all temporary supports as required and completely replace material and equipment that are not suitably protected during construction and becomes damaged.
3. CONTRACTOR shall provide all temporary caps for ductwork as required.
4. Where items are shown to be removed it is to be assumed that this includes the removal of the respective system including but not limited to hangers, rods, supports, conduit, wiring, valves, and other related trim and appurtenances.
5. Mechanical Contractor shall be available during Demolition Work for coordination and assistance for related Work.

1.2 WORDING OF THE SPECIFICATIONS

A. These Specifications are of the abbreviated or streamlined type and frequently include incomplete sentences. However, periods are used for clarity. Words such as "shall", "shall be", "the CONTRACTOR shall", and similar mandatory phrases shall be supplied by inference in the same manner, as they are required for the notes on the drawings.

1.3 CODES AND REGULATIONS

A. All Work hereunder shall be strictly in conformance with applicable codes and regulations. All Work shall be in accordance with the 2012 International Mechanical Code, 2012 International Building Code, 2012 International Fire Code, the most recent edition of NFPA, CBJ, and State of Alaska code modifications insofar as minimum requirements are concerned, but the Drawings and Specifications shall govern in case the minimum requirements are exceeded. All electrical equipment shall bear the UL label.

1.4 SUBMITTALS

A. General: Provide submittals according to Conditions of Contract, Division 1 Specifications Sections, and as required hereunder. Drawings and general provisions of the Contract, including General, Supplementary Conditions, and all Division 1 Specification Sections, apply to this Section. Approval of the data shall not eliminate responsibility for compliance with the Drawings or Specifications unless specific attention has been called in writing to proposed deviations at the time of transmittal of the data and such deviations have been approved, nor shall it eliminate the responsibility for freedom of errors of any sort in the data. All Mechanical submittal data for Project construction is to be turned in for approval at the same time in order for an efficient review process. Partial submittals may be rejected until the full submittal is received.

B. Specified Products: Trade names and catalog numbers of manufactured products included herein are intended to indicate the type, size, and grade of quality of equipment and materials required and such equipment and materials are approved for installation, subject to full compliance with the Specifications. Except where single manufacture is specified for standardization, requests for approval of other manufacturers than those specified must be accompanied by complete descriptions including overall dimensions, performance data, and, if catalog material, identification of specific products or items proposed.

C. Submittal Format: All data shall be submitted at one time in neatly bound loose-leaf three ring binders with pockets and tabulated in the same order of Specification Division section. Data submitted that is not conforming to these specification requirements will be returned without reviewing and will need to be resubmitted at Contractors sole complete cost. Digital copy of specifications is acceptable during the submittal process, however, after approval of all submittals, a hard copy and digital copy of the approved submittal data shall be provided to the Owner for future reference.

1. Each binder shall have a set of separators with index tabs A to Z. Tabs are to be printed type. Slip-in tabs not acceptable.
2. The first page shall be a cover sheet with project name, address, date, submittal product name, all applicable contractors and contact information, and all applicable consultants and contact information.
3. Second page shall be a submittal manual index of all project Specification sections with respective tab numbers, and respective book number, if applicable.
4. The first page of each manuals section shall be an index of that respective project Specification section and number with each product name, manufacturer name and model number.
5. Each manuals section shall be labeled and certified by mechanical Subcontractor that the data presented is in accordance with project Specifications. Index sheet in front of completed binder listing each piece of equipment or material submitted.
6. Product Data to be utilized shall be flagged and noted and all other data shall be crossed out or otherwise flagged that it is not in the project.
7. Data shall be inserted in binders in order of Specification number. Specification number shall be clearly labeled on each submittal page.

D. As-built Drawings: As-built drawings shall be required from all Mechanical Subcontractors and shall accurately show all changes from Contract Documents for all piping, ductwork, and

equipment. As-built drawings shall be updated daily and available for inspection on-site by the ARCHITECT.

E. Operating and Maintenance Data: See Division 1 for the number of sets of data to be provided for submittal and additional requirements. Provide a minimum of two (2) hard copies along with digital copy. The following data shall be provided to the ARCHITECT for approval 30 days prior to the request for Substantial Completion inspection. Except for the nameplate directory, the data shall be provided complete at one time. Partial or separate data will be returned for completion. The nameplate directory may be provided for approval previous to the other data. The first section of the O&M manual shall be as listed in the following subparagraphs in order presented hereunder. All of the following subparagraphs sections shall be furnished with permanent plastic see through covers. See requirements under 1.4.C for additional submittal and formatting requirements.

1. Cover and Index sheets as in 1.4.C. above.
2. Nameplate directory: List of all new fans and other equipment nameplates, giving manufacturer's nameplate data, nameplate designation, location of equipment, area served, switch location, and normal position of the switch. Motor data must include the horsepower, voltage, full load amperage, phase, etc. See Section 230553 - Mechanical Identification.
3. Manufacturers' literature: Manufacturers' instructions for operation and maintenance of all mechanical equipment and specialties, including replacement parts lists, capacity curves or charts, equipment data sheets, manufacturers' literature on the equipment, and as-built wiring diagrams and control drawings, all suitable for side binding to 8-1/2 x 11 inch size. All data not applicable to the job is to be crossed out or deleted. Manuals turned in for review with non-applicable data not crossed out shall be returned to the Contractor.
4. Maintenance instructions: Typewritten instructions for the maintenance of the systems, listing each service required on all of the mechanical equipment, including inspections, lubrication, cleaning, checking, and all other operations required. The list is to include all types of bearings installed on the equipment and the type of lubricant required.
5. Maintenance schedule: List of each item of mechanical equipment requiring inspection, lubrication, cleaning, or service including the type of bearings and type of lubricating means for each piece of equipment. Each item of equipment is to be listed separately with the service required. List to include the times during the year when such inspection and maintenance shall be performed. The specific maintenance required shall be referenced back to the maintenance instructions.

F. Guide Documents: Sample operating and maintenance instructions and maintenance schedule may be obtained from the ARCHITECT upon request, to assist in properly setting up the data.

G. Instructions To Personnel and Training: The mechanical Subcontractor shall instruct operating personnel in the operation and maintenance of the systems before accepting the responsibility of operation and maintenance of the systems. Each training session shall be signed off by Project Manager. See individual specification sections for additional specific training requirements.

H. Qualification Data: For sheet metal installers.

I. Submit prior to Substantial Completion Inspection and Final Inspection a detailed list of equipment and systems that will not be completed for the completion date. Include status and information of deficiencies from all previous inspection reports.

J. Submit prior to Re-inspections of Substantial Completion Inspections, if applicable, and the Final Inspection a marked copy of the previous Engineers Inspection Reports detailing all items that have been completed and all items that have not been completed with reasons thereof. Re-inspection or Final Inspection will not occur until receipt of this list.

1.5 COOPERATIVE WORK

A. The Work hereunder shall be coordinated between various mechanical Sections and with the Work specified under other divisions or contracts toward rapid completion of the entire Project. If any cooperative Work must be altered due to lack of proper supervision hereunder, or failure to make proper provisions in time, then the Work hereunder shall include all expense of such changes as are necessary to be made in the Work under other divisions and contracts, and such changes shall be directly supervised by the ARCHITECT and shall be made to the satisfaction of the ARCHITECT.

B. Protection of existing mechanical material and equipment during selective demolition shall be the responsibility of the CONTRACTOR and coordinated with the respective Contractors. The CONTRACTOR shall provide temporary supports for all material and equipment. The CONTRACTOR at no cost to the Owner shall replace any existing material or equipment damaged during selective demolition due to insufficient protection. Coordination with all disciplines is required.

1.6 QUALITY ASSURANCE

A. Perform Work in conformance with all applicable codes, regulations, local ordinances, contract documents, and generally accepted good practice. If discrepancies exist between Specifications and Contract Drawings then the solution that provides the Owner with the highest quality of product or installation shall be deemed as intended by the Contract Documents.

B. All sheet metal workers shall have a minimum documented sheet metal fabrication and installation experience in commercial or industrial facilities of 3 years or be enrolled in an Alaska Department of Labor approved Sheet Metal Apprentice program. The ratio of on-site workers shall not exceed 3 apprentices or sheet metal workers for every one foreman. A foreman is defined as a sheet metal worker with minimum 3 years experience as detailed above or is an approved Journeyman.

1.7 FIELD MEASUREMENTS

A. See Division 1 for specific requirements.

B. Verifications: All measurements shall be verified at the site and prior to fabrications of equipment and systems. The existing conditions shall be fully observed before beginning the Work hereunder, and the Work hereunder executed in full coordination with the existing

conditions observed. All hazardous material including asbestos materials that are discovered during the course of construction shall be immediately brought to the attention of the ARCHITECT for action. All Work performed with hazardous materials not approved by the Owner shall be at the full responsibility of the contractor and not the Owner.

C. Changes: Variations apparently necessary due to existing conditions shall be made only on approval in writing by the ARCHITECT.

1.8 WARRANTY

A. See Division 1 for specific requirements regarding: Product warranties and product Bonds.

B. The contractor shall provide continuous and generally trouble-free operation of the mechanical systems for the time period listed in Division 1 or for one year after Substantial Completion whichever time period is longer. The operation and maintenance of systems other than incidental operations such as room thermostat settings or changing of air filters, shall be the sole responsibility of the contractor and shall be addressed by the contractor immediately if deficiencies are present. Leaking of valves, flanges, or air vents shall be addressed immediately by the contractor during the warranty period. Control settings, noise problems, and other deficiencies resulting in unsatisfactory environmental conditions shall be addressed immediately.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 230510

SECTION 230553 – IDENTIFICATION FOR MECHANICAL EQUIPMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Nameplates.

1.2 SUBMITTALS

A. See Division 1 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturers catalog literature for each product required.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Manufacturers:

1. Kolbi Pipe Marker Co
2. Seton Identification Products.

B. Description: Laminated three-layer plastic with engraved letters.

1. Letter Color: White.
2. Letter Height: 1/4 inch.
3. Background Color: Black.
4. Plastic: Conform to ASTM D709.
5. Plate minimum size 3/4" x 2-1/2"

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

B. Symbols, numbers, and all mechanical identification shall match and be in accordance with Contract Documents.

3.2 INSTALLATION

A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.

B. Identify fans, air cleaners, control panels, and other mechanical equipment with plastic nameplates.

END OF SECTION 230553

SECTION 230593 – TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Testing, adjustment, and balancing of exhaust air systems.

B. Measurement of final operating condition of HVAC systems.

1.2 SUMMARY

A. Scope of Work: Adjust and balance fan systems in work area. Coordinate with contract document requirements.

1. Exhaust Systems
2. Setting of high and low speed airflow for ECM motors and gas detection system
3. Make-Up Air Fan

1.3 SUBMITTALS

A. See Division 1 Submittal Procedures.

B. Qualifications: Submit name of adjusting and balancing agency and TAB supervisor for approval within 30 days after award of Contract.

C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.

1. Revise TAB plan to reflect actual procedures and submit as part of final report.
2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for review and for inclusion in operating and maintenance manuals.
3. Provide final reports in O&M manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.
4. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
5. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
6. Units of Measure: Report data in both I-P (inch-pound) units.
7. Include the following on the title page of each report:

a. Name of Testing, Adjusting, and Balancing Agency.
b. Address of Testing, Adjusting, and Balancing Agency.
c. Telephone number of Testing, Adjusting, and Balancing Agency.
d. Project name.

e. Project location.
f. Project ENGINEER.
g. Project Engineer.
h. Project CONTRACTOR.
i. Project altitude.
j. Report date.

D. Reports. Provide all reports as indicated in 230593 3.6.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. Perform total system balance in accordance with one of the following:

1. AABC MN-1, AABC National Standards for Total System Balance.
2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
3. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
4. SMACNA HVAC Systems Testing, Adjusting, and Balancing.
5. Maintain at least one copy of the standard to be used at project site at all times.

B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion.

C. Where HVAC systems and/or components interface with life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with the authorities having jurisdiction.

D. TAB Agency Qualifications:

1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
2. Having minimum of three years documented experience.
3. Certified by one of the following:

a. AABC, Associated Air Balance Council: www.aabchq.com; upon completion submit AABC National Performance Guaranty.
b. NEBB, National Environmental Balancing Bureau: www.nebb.org.
c. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: www.tabbcertified.org.
d. Professional mechanical engineer with documented TAB experience within the last two years.

E. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

3.2 EXAMINATION

A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:

1. Systems are started and operating in a safe and normal condition.
2. Proper thermal overload protection is in place for electrical equipment.
3. Duct systems are clean of debris.
4. Fans are rotating correctly.
5. Air outlets are installed and connected.
6. Duct system leakage is minimized.

B. Submit field reports. Report defects and deficiencies that will or could prevent proper system balance.

C. Beginning of work means acceptance of existing conditions.

3.3 ADJUSTMENT TOLERANCES

A. Adjust total to within plus 10 percent and minus 0 percent of design

3.4 RECORDING AND ADJUSTING

A. Field Logs: Maintain written logs including:

1. Running log of events and issues.
2. Discrepancies, deficient or uncompleted work by others.
3. Contract interpretation requests.
4. Lists of completed tests.

B. Ensure recorded data represents actual measured or observed conditions.

C. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.5 AIR SYSTEM PROCEDURE

A. Adjust exhaust fans and make up air fan to provide required air volumes at low and high speed settings per drawing schedules.

B. Measure air quantities at air inlets and outlets.

C. Adjust distribution system to obtain uniform space temperatures free from objectionable drafts and noise.

D. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.

E. Provide system schematic with required and actual air quantities recorded at each outlet or inlet.

3.6 MINIMUM DATA TO BE REPORTED

A. Electric Motors:

1. Manufacturer
2. Model/Frame
3. HP/BHP
4. Phase, voltage, amperage; nameplate, actual, no load
5. RPM
6. Service factor
7. Starter size, rating, heater elements

B. Exhaust Fan and Make-Up Air Fan:

1. Location
2. Manufacturer
3. Model number
4. Serial number
5. Air flow, specified and actual
6. Total static pressure (total external), specified and actual
7. Inlet pressure
8. Discharge pressure
9. Sheave Make/Size/Bore
10. Number of Belts/Make/Size
11. Fan RPM

C. Duct Traverses:

1. System zone/branch
2. Duct size
3. Area
4. Design velocity
5. Design air flow
6. Test velocity
7. Test air flow
8. Duct static pressure
9. Air temperature

END OF SECTION 230593

SECTION 233100 – HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Metal ductwork.

B. Goosenecks and roof curbs.

1.2 SUBMITTALS

A. See Division 1 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data for duct materials.

C. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

B. Installer Qualifications: Company specializing in performing the type of work specified in this section, with minimum three years of documented experience.

C. All sheet metal workers shall have a minimum documented sheet metal fabrication and installation experience in commercial or industrial facilities of 3 years or be enrolled in an Alaska Department of Labor approved Sheet Metal Apprentice program. The ratio of on-site workers shall not exceed 3 apprentices or sheet metal workers for every one foreman. A foreman is defined as a sheet metal worker with minimum 3 years experience as detailed above or is an approved Journeyman.

1.4 REGULATORY REQUIREMENTS

A. Construct ductwork to NFPA 90A standards.

1.5 FIELD CONDITIONS

A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.

B. Maintain temperatures within acceptable range during and after installation of duct sealants.

PART 2 - PRODUCTS

2.1 DUCT ASSEMBLIES

A. All Ducts: Galvanized steel, unless otherwise indicated. Minimum of 24 gage.

B. MAF Supply: 2 inch w.g. pressure class, galvanized steel.

C. Exhaust: 3 inch w.g. pressure class, galvanized steel.

2.2 DUCT MATERIALS

A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating. Minimum 24 gage material for ductwork.

B. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.

1. Type: Heavy mastic or liquid used, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
2. Surface Burning Characteristics: Flame spread of zero, smoke developed of zero, when tested in accordance with ASTM E84.

C. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.

2.3 DUCTWORK FABRICATION

A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.

B. No variation of duct configuration or size permitted except by written permission. Size round duct installed in place of rectangular ducts in accordance with ASHRAE Handbook - Fundamentals.

C. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

D. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide air foil turning vanes of perforated metal with glass fiber insulation.

E. Provide turning vanes of perforated metal with glass fiber insulation when acoustical lining is indicated.

F. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.

G. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.

H. Fittings shall be spot welded two gages heavier than indicated in SMACNA Standard. Prime coat welded joints. All round ductwork shall be spiral type. Utilize manufactured duct fittings for all branch take-offs unless indicated otherwise.

I. Where ducts are connected to exterior wall louvers and duct connection is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

J. Provide standard 45-degree lateral wye takeoffs unless otherwise indicated where 90-degree conical tee connections may be used.

K. Pleated and adjustable 90 degree round elbows are not acceptable. Use segmented 5 piece elbows.

L. Longitudinal seams and fitting: Pittsburgh lock or snap lock shall be used on all longitudinal seams. Use Pittsburgh only on fittings, snap lock is not acceptable.

2.4 DUCT, CASING AND PLENUM SEALANTS

A. Sealant: UL listed vinylacrylic or copolymer based duct sealer. Similar to Durodyne DDS-181, Uni-mastic 181.

2.5 GOOSENECKS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, of minimum 18 gage aluminum or stainless steel.

B. Roof Curb: 12 inch high self-flashing aluminum construction with continuously welded seams, 1 inch insulation and curb bottom, and factory installed nailer strip.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify sizes of equipment connections before fabricating transitions.

B. Verify on-site conditions prior to beginning work. Coordinate closely with other Contractors, existing systems, and structural conflicts.

3.2 INSTALLATION

A. Install, support, and seal ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.

B. Install in accordance with manufacturer's instructions.

C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system. Check daily or more frequently that sealing of ducts is intact.

D. Duct sizes indicated are inside clear dimensions.

E. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

F. Use double nuts and lock washers on threaded rod supports.

G. Duct and Plenum Sealing:

1. Plenums: Seal plenum longitudinal and latitudinal joints with sealant. Apply sealant in accordance with manufacturer’s recommendations. Inspect seams with ductwork pressurized and reapply as required for an airtight application.
2. Seal all longitudinal and latitudinal joints of metal ducts with two coats of sealant. Apply sealant in accordance with manufacturer’s recommendations. Apply second coat of sealant after first coat has completely cured. Inspect seams with ductwork pressurized and reapply as required for an airtight application.
3. Exhaust Fan inlet and outlet ducts: Apply two coats of sealant to all seams.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide Pitot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.

END OF SECTION 233100

SECTION 233300 – AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Duct access doors.

B. Volume control dampers.

C. Automatic control dampers

1.2 SUBMITTALS

A. See Division 1 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide for shop fabricated assemblies including volume control dampers. Include electrical characteristics and connection requirements.

C. Project Record Drawings: Record actual locations of access doors and test holes.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Protect dampers from damage to operating linkages and blades.

PART 2 - PRODUCTS

2.1 AUTOMATIC DAMPERS – DUCT MOUNTED

A. Manufacturers:

1. Ruskin Model CD60
2. Air Balance.
3. Johnson Control.

B. Dampers: 14 gage galvanized steel air foil shaped dampers with vinyl bulb or neoprene edging and flexible metal compression edge seals in 16 gage galvanized steel hat channel frame. Bearings shall be corrosion resistant, permanently lubricated, stainless steel sleeve type. Axles shall be plated steel type positively locked in damper blade. Damper blades positioned across short air opening dimension. Parallel blades for positive acting & opposed blade for modulating dampers.

C. Low leakage type with maximum 2 percent leakage at 4 inch wg differential pressure when sized for 2000 fpm face velocity.

D. Actuators: 2 position (open/closed) actuators suitable for specified dampers provided hereunder. Power shall be 120 volt. Similar to Belimo.

E. Locations: See drawings

1. Juneau Station: MAF-1 make-up air ductwork
2. Glacier Station: Outdoor air louver

2.2 DUCT ACCESS DOORS

A. Manufacturers:

1. Air Balance
2. Durodyne
3. Ventlock
4. Ruskin Company

B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated. Submittal is required.

C. Fabrication: Rigid and close fitting of reinforced galvanized steel with closed cell neoprene sponge rubber sealing gaskets and quick fastening locking devices. For insulated ductwork, install minimum 1 inch thick insulation with sheet metal cover.

1. Less Than 12 inches square, secure with sash locks.

2. Up to 18 inches Square: Provide two small hinges or one continuous hinge and one compression latch.
3. Sash Lock: Similar to Ventlock Model 90.
4. Compression Latch: Similar to Ventlock Model 140, 202, or 310.
5. Hinge: Small hinges to be zinc plated steel, minimum 2 x 1-1/2 inches wide or 1-1/2 inch wide piano hinge. Large hinges to be zinc plated steel, minimum 3 x 2 inches wide or 2 inch wide piano hinge. Similar to Ventlock Model 150, 157 or 167, 250.
6. Access panels with sheet metal screw fasteners are not acceptable.

2.3 VOLUME CONTROL DAMPERS

A. Manufacturers:

1. Ventlock
2. Nailor Industries Inc
3. Ruskin Company
4. Durodyne
5. Rossi

B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated.

C. Single Blade Dampers

1. Fabricate for duct sizes up to 6 x 30 inch.
2. Blade: 24 gage, minimum.

D. End Bearings: Except in round ductwork 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon or sintered bronze bearings. Provide closed end bearings on all ducts having a pressure classification over 2 inches wg; Ventlock Model 607 or 609. Similar Durodyne or Young.

E. Regulators:

1. Provide self-locking, indicating regulators with heavy steel stamped handle on single and multi-blade dampers.
2. On insulated ducts mount regulators on standoff mounting brackets, bases, or adapters.
3. Where rod lengths exceed 30 inches provide regulator at both ends.
4. Ventlock Model 641. Similar Durodyne or Young.
5. For concealed damper locations use concealed damper regulator type for installation in ceilings. Ventlock Model 666. Similar Durodyne or Young.
6. Regulators with wing nuts are not acceptable.

2.4 SLEEVES

A. Sleeves for Ductwork: Galvanized steel.

PART 3 - EXECUTION

3.1 PREPARATION

A. Verify that electric power is available and of the correct characteristics.

B. Verify ducts and equipment installations are ready for accessories.

3.2 INSTALLATION

A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 23 3100 for duct construction and pressure class.

B. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, and elsewhere as indicated. Provide minimum 12 x 12 inch size. Review locations prior to fabrication.

C. Provide duct test holes where indicated and/or where required for testing and balancing purposes.

D. Set sleeves in position in forms. Provide reinforcing around sleeves. Size sleeves large enough to allow for movement due to expansion and contraction. Provide for continuous insulation wrapping.

E. Where ductwork penetrates floor, ceiling, or wall, close off space between duct and adjacent WORK with stuffing or fire stopping insulation and caulk airtight. Provide close fitting metal collar or escutcheon covers at both sides of penetration.

F. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.

G. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated unless exhaust fan is served by an automatic damper.

H. At all exhaust fans and at other equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment.

END OF SECTION 233300

SECTION 233423 –FANS AND GAS DETECTION SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Exhaust Fans.

B. Gas Detection and Control System.

C. Make-Up Air Fan.

1.2 SUBMITTALS

A. See Division 1 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on fans and accessories including fan curves with specified operating point clearly plotted, power, RPM, sound power levels at rated capacity, and electrical characteristics and connection requirements.

C. Manufacturer's Instructions: Indicate installation instructions.

D. Maintenance Data: Include instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

E. Shop Drawings: Provide shop drawings detailing all components, dimensions, and construction.

F. Exhaust Fan Wiring Diagrams: Provide wiring diagrams of specific installation meeting requirements for 2-speed control of fan units and connections to gas detection control panel.

G. Gas Detection and Control System: Provide complete submittal of gas monitoring system including job specific wiring diagram of system and control of 2 speed exhaust fans, make-air fan, and control dampers connected to this system.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

B. The High Wind models shall have been analyzed and stamped by a licensed P.E. to the ASCE 7-02 Standard which meets the IBC, Florida and Miami-Dade codes.

1.4 MAINTENANCE MATERIALS

A. Furnish the following for OWNER's use in maintenance of project.

1. See Division 1 - Product Requirements, for additional provisions.
2. Fan Belt: Provide (1) spare fan belt for the make-up air fan.
3. Gas sensors: Provide (1) spare NO2 sensor and (1) spare CO sensor.

1.5 START-UP, TESTING, AND TRAINING

A. Fans and gas detection controls: Manufacturer shall provide factory technician start-up, testing, and training. Training shall be provided to maintenance personnel, minimum 3 hours total. Training shall not occur until fan system and gas detection control system is fully operational and working properly.

PART 2 - PRODUCTS

2.1 POWER VENTILATORS - GENERAL

A. Performance Ratings: Determined in accordance with AMCA 210 and bearing the AMCA Certified Rating Seal.

B. Sound Ratings: AMCA 301, tested to AMCA 300, and bearing AMCA Certified Sound Rating Seal.

C. Fabrication: Conform to AMCA 99.

D. UL Compliance: UL listed and labeled, designed, manufactured, and tested in accordance with UL 705.

E. Electrical Components: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

2.2 CENTRIFUGAL INLINE FAN

A. Manufacturers

1. Greenheck (Design Manufacturer) Model SQ
2. Loren Cook Company
3. Twin City Fan

B. Performance

1. Performance Base: Sea level conditions. Pressure Class I, Arrangement 10.

2. Maximum Normal Operating Temperature: 130 degrees F.
3. Static and Dynamic Balance: Wheels shall be static and dynamically balanced to balance grade G6.3 per ANSI S2.19.
4. Capacity: See Schedules.

C. Wheel and inlet

1. Backward inclined aluminum wheel.

D. Housings

1. Galvanized steel or aluminum housings, air-tight locking seams or fully welded, braced, designed to minimize turbulence with spun inlet bell and shaped cut-off. In-line type cabinet with inlet and discharge collars for duct connections.
2. Coating: Factory finish with a thermosetting polyester urethane. Prepare steel with a phosphatized treatment.

E. Bearings and sleeves

1. Bearings: Sleeve bearing or heavy duty ball bearings, with L-50 life at 200,000 hours.
2. Shaft: Hot rolled steel, precision ground and polished, with key way, protectively coated with lubricating oil, and shaft guard.
3. Direct Drive.

F. Accessories:

1. Factory installed disconnect. Wired from fan motor to junction box.
2. Spring hanging isolators (seismic restrained type). Restrained spring isolators shall have 1” static deflection provided by fan manufacturer.
3. Controls as required for 2 speed fan operation and connection to gas detection control system.
4. Backdraft damper.
5. Motor cover.

G. Motors

1. Electronically commutated (EC) motor with 2 speed motor control for all exhaust fans with exception of A-EF-1A and A-EF-4A which are to EC motors with manual speed dial on motor. Similar to Greenheck VariGreen.
2. 80% RPM turndown capability.
3. Controls as required for 2 speed fan operation and connection to gas monitoring system or on/off control as scheduled.

2.3 DOWNBLAST ROOF EXHAUST FANS

A. Manufacturers

1. Greenheck (Design Manufacturer) Model G
2. Loren Cook Company
3. Twin City Fan

B. Performance

1. Performance Base: Sea level conditions. Pressure Class I, Arrangement 10.
2. Maximum Normal Operating Temperature: 130 degrees F.
3. Static and Dynamic Balance: Wheels shall be static and dynamically balanced to balance grade G6.3 per ANSI S2.19.
4. Capacity: See Schedules.

C. Wheel and inlet

1. Constructed of aluminum
2. Non-overloading, backward inclined centrifugal
3. Statically and dynamically balanced in accordance to AMCA Standard 204-05
4. The wheel cone and fan inlet will be matched and shall have precise running tolerances for maximum performance and operating efficiency.

D. Housings

1. Motor cover, shroud, curb cap, and lower windband shall be constructed of heavy gauge aluminum
2. Shroud shall have an integral rolled bead for extra strength
3. Shroud shall be drawn from a disc and direct air downward
4. Lower windband shall have a formed edge for added strength
5. Motor cover shall be drawn from a disc
6. All housing components shall have final thicknesses equal to or greater then preformed thickness.
7. Curb cap shall have pre-punched mounting holes to ensure correct attachment
8. Rigid internal support structure
9. Leak proof
10. Coatings: Factory finish with Hi-Pro polyester for salt water corrosion resistance.

E. Bearings and sleeves

1. Bearings: Sleeve bearing or heavy duty ball bearings, with L-50 life at 200,000 hours.
2. Shaft: Hot rolled steel, precision ground and polished, with key way, protectively coated with lubricating oil, and shaft guard.
3. Direct Drive.

F. Accessories:

1. Birdscreen.
2. Fans mounted on roof on preinsulated curb, 12 inches above roof top. Preinsulated curbs to have aluminum construction, with 1-inch insulation, 90 degree cant strip with 5-inch flashing flange, and treated wood nailer strip.
3. Weather proof NEMA 4X disconnect switch at each fan.
4. High wind rated. Include tie down points for connection to roof.
5. Backdraft damper
6. Curb seal
7. Roof Curb: 12 inch high self-flashing aluminum construction with continuously welded seams, 1 inch insulation and curb bottom, and factory installed nailer strip.

G. Motors

1. Electronically commutated (EC) motor with 2 speed motor control. Similar to Greenheck VariGreen.
2. 80% RPM turndown capability.
3. Controls as required for 2 speed fan operation and connection to gas detection control system.

2.4 ROOFTOP LOUVERED MAKE-UP AIR FAN

A. Manufacturers

1. Greenheck (Design Manufacturer) Model RSFP
2. Loren Cook Company
3. Twin City Fan

B. Performance

1. Performance Base: Sea level conditions. Pressure Class I, Arrangement 10.
2. Maximum Normal Operating Temperature: 130 degrees F.
3. Static and Dynamic Balance: Wheels shall be static and dynamically balanced to balance grade G6.3 per ANSI S2.19.
4. Capacity: See Schedules.

C. Wheel and inlet

1. Forward curved centrifugal wheel
2. Constructed of heavy gauge steel
3. Shall be a double width and double inlet scroll
4. Statically and dynamically balanced in accordance to AMCA Standard 204-05
5. The wheel cone and fan inlet will be matched and shall have precise running tolerances for maximum performance and operating efficiency

D. Hood

1. Constructed of heavy gauge extruded aluminum louvers with mitered and welded corners
2. Includes an insulated aluminum cover hinged for access
3. Leak resistant
4. Coatings: Factory finish with Hi-Pro polyester for salt water corrosion resistance.

E. Drive Assembly

1. Belts, pulleys, and keys oversized for a minimum of 150 percent of driven horsepower
2. Belts: Static free and oil resistant
3. Pulleys: Cast type, keyed, and securely attached to wheel and motor shafts
4. Motor pulleys shall be adjustable for final system balancing

F. Accessories:

1. Filters: Washable aluminum two-inch filter
2. Birdscreen.
3. Fan mounted on roof on preinsulated curb, 12 inches above roof top. Preinsulated curb to have aluminum construction, with 1-inch insulation, 90 degree cant strip with 5-inch flashing flange, and treated wood nailer strip.
4. Weather proof NEMA 4X disconnect switch at fan.
5. Include tie down points
6. Remote automatic damper in ductwork below roof deck
7. Curb seal
8. Duct adapter
9. Roof Curb: 12 inch high self-flashing aluminum construction with continuously welded seams, 1 inch insulation and curb bottom, and factory installed nailer strip.

G. Motors

1. TEFC Motor
2. Motors are permanently lubricated, heavy duty ball bearing type to match with the fan load and pre-wired to the specific voltage and phase
3. Mounted on vibration isolators, out of the airstream

2.5 GAS DETECTION SYSTEM AND FAN CONTROL

A. Manufactures:

1. Toxalert Model GVU-3 and GVU-6
2. No Substitutions for standardization

B. System Controller: Electrochemical combination gas monitoring package with micro-controller design. Control panel to have LED lights for each sensor and for operation of fan, audible alarms. Panel face to have manual operation switch for fan operation override.

1. The system controller shall continuously monitor its remote sensors. When an alarm condition is detected the controller shall delay exhaust fan contact closure for 30 seconds. If the high gas condition persists for more than 30 seconds the exhaust fan contacts shall close. The minimum fan ON time shall be field settable from one to eight minutes, in one minute increments. Should the alarm condition remain after the minimum run time has timed out, the exhaust fan contacts shall remain closed (ON) and a second "alarm" set of contacts shall close. Second alarm shall consist of audible alarm is sounded and alarm light engaged.
2. The controller shall be capable of operating the exhaust fan equipment on a time basis, without high gas level concentrations. The fans shall operate from zero to eight minutes (field adjustable in one minute increments) per hour. This timed fan run shall be separate from the minimum run time setting. This control will not initially be used as most of the fans will be programmed to run in continuous low speed operation to meet code requirements.
3. The controller shall be set up to operate the fans in continuous low speed operation, high speed operation (during alarm), or manually overridden to operate. See sequence of operations.
4. The controller shall be designed such that in the event of a power failure the control unit shall set itself to an alarm condition and upon power restoration shall automatically activate the fan output to clear any possible accumulated toxic gases.
5. The controller shall include separate internal LEDS's for each remote sensor to indicate which sensor is indicating a high gas condition. The controller shall be powered by 120VAC, 60Hz, 1Amp (fused) and provide all low voltage power to remote sensors. 24VAC, 2A resistive, 1.5 inductive auxiliary relay contacts shall be provided for remote control.
6. Optional Features to be Included:
   a. Power "ON" Indicator on face of controller to indicate power to system.
   b. LED on face of panel to indicate high gas alarm condition. One for each sensor.
   c. Fan ON indicator on face of controller to indicate fan stage
   d. Audible & visual alarm. Horn has silence switch.
   e. Keyed panel lock.
   f. Panel face manual override button for activation of exhaust system

7. Provide clearly labeled light emitting diodes (LED's) on the face of the controller panel to indicate the following:
   a. Power "ON" to system – Green LED.
   b. Red LED for each sensor to indicate high gas condition (warning level).
   c. Red LED to indicate Alarm condition.
   d. Amber LED to indicate Fan ON

8. Provide an audible alarm with a minimum sound intensity of 68dB, on the face of the control panel. Provide an "Audible Reset" push button switch to silence the audible. Audible silence circuit shall be self resetting so that after alarm is cleared the audible alarm will automatically resound on the next alarm activation.

C. Carbon Monoxide Sensor

1. Provide remote Carbon Monoxide (CO) sensor as located on the drawings. The remote CO sensor shall utilize a solid state sensing element, be microprocessor based and be both temperature and humidity compensated for long life and stability. Pilot lights or LED'S (light emitting diodes) shall indicate: a) Unit normal operation/NOT in alarm. b) High CO/unit in alarm, and c) shall indicate unit malfunction. Toxalert Model GVU-CO.
2. In the unit malfunction condition the CO sensors output shall be fail-safe and indicate steady high CO condition. The CO sensor range shall be 0 to 250 ppm and shall be powered by low voltage from the GVU control unit.

D. Nitrogen Dioxide Sensor

1. Provide remote Nitrogen Dioxide (NO2) sensor as located on the drawings. The remote sensor shall utilize an electrochemical element and have a range of 0-10 ppm (parts per million). The sensor shall be housed in an impact-resistant, non-flammable, IP66 rated housing. The sensor response time shall reach 90% of level being sensed within 30 seconds. The sensor shall be powered by low voltage from the GVU control unit and have an LED to indicate sensor okay. Toxalert GVU-NO2.

E. Exhaust Fan Integration and Controls

1. Gas Monitoring control system shall be designed to activate and control the fan speeds of the apparatus bay fans. All controls required for activation and control of fan units included hereunder.

2. Fans and dampers shall operate according to following sequences. Normal operation allows for continuous low speed exhaust for the apparatus bays when system is not in alarm. Gas alarm occurs when CO or NO2 is above alarm setpoint (first alarm). Audible alarm is activated at second alarm level if 8 minute fan operation period does not reduce gas concentrations below alarm level. Override occurs when manual pushbutton on panel is activated.

MARK	NORMAL OPERATION	GAS ALARM OR OVERRIDE
A-EF-1A	EF – OFF OAD CLOSED	EF – ON OAD OPEN MAF - ON
A-EF-1B	EF – LOW SPEED	EF- HIGH SPEED
A-EF-2	EF – LOW SPEED	EF- HIGH SPEED
A-EF-3	EF – LOW SPEED	EF- HIGH SPEED
A-EF-4A	EF – OFF OAD CLOSED	EF – ON OAD OPEN MAF - ON

A-EF-4B	EF – LOW SPEED	EF- HIGH SPEED
A-EF-5	EF – LOW SPEED	EF- HIGH SPEED
MAF-1	MAF-1 - OFF	EF – ON OAD OPEN MAF - ON

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Secure roof exhausters with cadmium plated steel lag screws to roof curb.

C. Extend ducts to roof exhausters into roof curb. Counterflash duct to roof opening.

D. In-Line Fans: Support from structure with suspended seismically restrained spring type vibration isolation.

E. Install support system and seismic bracing for all suspended fan units as indicated in structural drawings.

F. Provide testing and balancing of exhaust fans and make-up air fan as required to meet air volume specified. See 230593. Provide report to Owner and Engineer.

G. Install motors in accordance with ARI 430. Ensure proper alignment and rotation.

H. Verify power requirements on-site.

I. Provide sheaves required for final air balance for MAF-1.

J. Install flexible connections between connecting ductwork and exhaust fan inlet/outlets. Ensure metal bands of connectors are parallel with minimum 1 inch flex between casing and fan while running.

K. Secure rooftop fans to roof curb with stainless steel fasteners at 3-inches on center.

3.2 FIELD QUALITY CONTROL AND START-UP SERVICE

A. Perform start-up, tests, and inspections.

1. Manufacturer's Field Service: Engage a factory representative to start-up, test, and inspect the gas detection system per manufacturers requirements and verify proper operation and control of interconnected exhaust fans, make-up air fan, and dampers.

3.3 DEMONSTRATION

A. Engage a factory technician to train Owner's maintenance personnel on the gas detection and fan control system. Provide complete start-up, testing, and training. Provide minimum 3 hours training to maintenance personnel. Coordinate training schedule with Project Manager for approval. Training shall not occur until system is fully operational.

END OF SECTION 233423

SECTION 233425 –ENGINE EXHAUST REMOVAL SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Engine Exhaust Removal System and Controls

1.2 SUBMITTALS

A. See Division 1 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on exhaust removal and filtration equipment and accessories including power, filtration efficiency, controls, electrical characteristics and connection requirements.

C. Manufacturer's Instructions: Indicate installation instructions.

D. Maintenance Data: Include instructions for maintenance of exhaust removal system including maintenance requirements, filter replacement requirements, spare parts list, and wiring diagrams.

E. Shop Drawings: Provide shop drawings detailing all components, dimensions, and construction.

F. Wiring Diagrams: Provide wiring diagrams of specific installation.

1.3 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.4 WARRANTY

A. Manufacturer’s 5 year warranty, from date of substantial completion, covering defects in materials and workmanship, excluding consumable filters.

1.5 MAINTENANCE MATERIALS

A. Furnish the following for OWNER's use in maintenance of project.

1. See Division 1 - Product Requirements, for additional provisions.
2. Pre-Filters: Provide (3) spare sets of pre-filters for each air filtration unit provided.
3. HEPA Filters: Provide (1) spare set of HEPA filters for each air filtration unit provided at the Glacier and Downtown stations. 13 total spare sets
4. Gas Phase Extraction Filters (Stage 3 & 4 Filters): Provide (1) spare set of gas extraction phase/carbon filters for each air filtration unit provided at the Glacier and Downtown stations. 13 total spare sets.
5. Door Track Mount Sensors: Provide total of (4) spare door track mount sensors
6. Photoelectric Sensors: Provide total of (4) spare photoelectric sensors

1.6 START-UP, TESTING, AND TRAINING

A. Engine removal system and controls: Contractor shall provide start-up, testing, and training. Training shall be provided to maintenance personnel, minimum 3 hours total. Training shall not occur until engine removal system and controls are fully operational and working properly. Training shall be provided by personnel knowledgeable about the system installation, operation, and maintenance of the manufacturer’s system.

PART 2 - PRODUCTS

2.1 ENGINE EXHAUST REMOVAL SYSTEM (AFU)

A. Manufacturers

1. Air Vacuum Corporation, AIRVAC 911
2. No Substitutions

B. Description: Self-contained, fully automatic, recirculating, hoseless system with vertical intake and 360 degree horizontal clean air output; designed to remove hazardous gases and particulate from indoor vehicle parking bays and eliminate exhaust backwash in accordance with ANSI/ASHRAE 52.2, UL 508A, UL 900, ULC/CAN S111 and NFPA 1500.

C. Cabinet body: Includes 4 pre-drilled mounting holes and 4 2 inch × 2 inch × 3/16 inch (51 mm × 51 mm × 4.8 mm) thick mounting angles for chain suspension or threaded-rod hangers; 8 feet (2438 mm) 3-prong, 14 gauge pre-molded electrical cord; 4 adjustable airflow grilles; 2 hinged access panels with 1 panel on top for access to motor blower unit and 1 panel on bottom for access to filter compartment; automated filter replacement gauge and electrical connection box.

1. Material and finish: Minimum 18 gauge steel with gray powder coat finish.
2. Cabinet height: 28 inch (711 mm).

3. Overall height: 34 9/16 inch (878 mm).
4. Width: 26 inch (660 mm).
5. Depth: 24 5/8 inch (626 mm).
6. Weight: 190 lb (86 kg) with filter material; 135 lb (61 kg) without filter material.

D. Filters

1. Pre-Filter: 24 inch × 24 inch × 1 inch (610 mm × 610 mm × 25 mm); 3 ply polyester construction; self-sealing; meeting requirements for Class 2 in accordance with UL 900 and ULC/CAN S111. Certified efficiency of 30 to 35 percent based on ASHRAE 52.2 test method.
2. Main Media Filter: 24 inch × 24 inch × 6 inch (610 mm × 610 mm × 152 mm); HEPA MAX 3000 high efficiency particulate air filter, with ultra-fine pleated fiberglass media pack; constructed with 24 gauge galvanized metal frame and corrugated aluminum dividers between pleats; meeting requirements for Class 2 in accordance with UL 900 and MERV 16. Certified efficiency of 95 to 99.97 percent based on dioctyl phthalate (DOP) testing with 0.3 micrometer particles. Maximum filter media weight is 16 lb (7.3 kg) for main filter.
3. Gas-Phase Extractor: 24 inch × 24 inch × 4 inch (610 mm × 610 mm × 102 mm) deep; 2-part gas phase extractor with activated carbon filter for removal of heavy weight gases and potassium permanganate filter for removal of light weight gases. Heavy and light weight filters are each constructed with 24 gauge galvanized metal frame and honeycomb containment structure. Maximum filter media weight is 28 lb (12.7 kg) for both gas-phase filters.

E. Motors

1. Motor-Blower Unit: Dual voltage, ball bearing, resilient mounted, capacitor start, thermally protected, UL approved electric motor; with plastic chemical resistant, back curved, 14 inch × 7 33/64 inch (356 mm × 191 mm) centrifugal impeller and airflow funnel cone.
2. Motor: 3/4 HP, 115 V, 1 phase, 60 Hz, 13 FLA

F. System Activation Devices:

1. Magnetic door switches and photoelectric eye switches.
2. Manual push buttons

G. Control:

1. Automatic Vehicle Exhaust Control System (AVEC): NEMA 4, 120 V electrical controller designed to operate and sequentially activate exhaust removal units (AFU) in groups of two, after 15 second delays, until all units are activated, including: adjustable low voltage time delay relay; LED “System Activated” indication light; ON-OFF-AUTO selector, “System Test” switch to activate system for a timed cycle; 120 V to 24 V, 2A low voltage transformer to power system activation devices; meeting UL 508 for industrial enclosed control panels.
2. System designed by manufacturer to activate engine exhaust removal filtration units through magnetic door switches, photoelectric eye switches, and panel face manual push

button.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install engine exhaust removal system in accordance with manufacturer’s written instructions and approved submittals.

C. Accurately fit, align, securely fasten and install free from distortion or defects.

D. Test for proper operation.

E. Clean, lubricate and adjust moving parts.

F. Support from structure with threaded rod per manufacturers requirements. Install support system and seismic bracing for all suspended engine exhaust removal units as indicated in structural drawings.

G. Verify power requirements on-site.

H. Suspend AFU filtration units with bottom at between 11’-0” and 13’-0” above finished floor. Coordinate final locations on-site with lights, fans, structure, and other obstructions.

3.2 QUALITY CONTROL AND START-UP SERVICE

A. Perform start-up, tests, and inspections per manufacturers requirements.

3.3 DEMONSTRATION

A. Engine removal system and controls: Contractor shall provide start-up, testing, and training. Training shall be provided to maintenance personnel, minimum 3 hours total. Training shall not occur until engine removal system and controls are fully operational and working properly. Training shall be provided by personnel knowledgeable about the system installation, operation, and maintenance of the manufacturer’s system. Coordinate proposed training schedule with Owner.

END OF SECTION 233423

SECTION 233700 – AIR OUTLETS AND INLETS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Grilles

B. Louvers

1.2 SUBMITTALS

A. See Division 1 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.

C. Project Record Documents: Record actual locations of air outlets and inlets.

1.3 QUALITY ASSURANCE

A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.

B. Test and rate louver performance in accordance with AMCA 500-L.

C. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

PART 2 - PRODUCTS

2.1 EXHAUST GRILLES (EG-1)

A. Manufacturers:

1. Titus S301FL
2. Krueger
3. Price

B. Type: Round duct mounted grille, rectangular, single deflection with individually adjustable horizontal bars in face and vertical bars behind. ¾-inch spacing.

C. Frame: 1-1/4 inch margin with countersunk screw mounting. Direct duct mounted with rubber sponge gasketed seal.

D. Fabrication: Aluminum. Baked Enamel Finish. White.

2.2 SUPPLY GRILLES (SG-1)

A. Manufacturers:

1. Titus S300FL
2. Krueger
3. Price

B. Type: Round duct mounted grille, rectangular, double deflection with individually adjustable horizontal bars in face and vertical bars behind. ¾-inch spacing.

C. Frame: 1-1/4 inch margin with countersunk screw mounting. Direct duct mounted with rubber sponge gasketed seal.

D. Fabrication: Aluminum. Baked Enamel Finish. White.

2.3 LOUVER

A. Manufacturers:

1. Ruskin ELF6375DXH
2. Greenheck

B. Type: Extruded aluminum, 0.125 inch nominal thickness. 6 inch deep with fixed blades on 37 degree slope, heavy channel frame, bird screen with 1/2 inch square mesh. Blades 5-inches on center. High performance louver with drainable blade.

C. Performance:

1. Free area intake Velocity at beginning point of water penetration: 1000 ft/min.
2. Maximum pressure drop at intake velocity: 0.04 inches w.g. at 500fpm
3. AMCA Seal: Mark units with AMCA Certified Ratings Seal.

D. Fabrication: Extruded 6063T5 aluminum welded construction

E. Finish: 70% Kynar Finish for 20 year warranty. Custom color and gloss to be selected by the ARCHITECT to match existing siding and adjacent existing louver.

F. Sizes for air louvers are shown on plans.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify inlet/outlet locations.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.

C. Install all flashing required for complete water type installation. Test louver installation for water tightness.

D. Adjust supply grille blades for proper air distribution.

END OF SECTION 233700

SECTION 260000 – GENERAL ELECTRICAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.

B. This section applies to all sections of Division 26 “Electrical”, Division 27 “Communications, and Division 28 “Electronic Safety and Security”, unless specified otherwise.

C. The Drawings of other trades (Architectural and Mechanical) shall be examined for coordination and familiarity of work with other Contractors. Any duplication or omission of provisions in this project shall be brought to the attention of the Owner prior to Bidding.

1.2 DESCRIPTION

A. The General Conditions and Supplementary General Conditions are part of this Division and are to be considered a part of this Contract.

B. Where items of the General Conditions and Supplementary General Conditions are repeated in other Sections of the Specifications, it is merely intended to qualify or to call particular attention to them. It is not intended that any other parts of the General Conditions and Supplementary General Conditions shall be assumed to be omitted if not repeated therein. This Section applies equally and specifically to all Contractors supplying labor and/or equipment and/or materials as required under each Section of this Division. Where conflicts exist between the drawings and the specifications or between this section of the specifications and other sections, the more stringent or higher cost option shall apply.

C. It is the intent of this Section of the Specifications to establish a standard of quality and performance characteristics for basic materials and installation methods used in building electrical systems.

1.3 INTENT

A. This Contract is for all labor, materials and equipment required for installation. The system shall be complete and finished in all respects, tested and ready for operation. Work shall include calibration of equipment with factory settings. All materials, equipment and apparatus shall be new and of high quality.

B. Any apparatus, appliance, material or Work not shown on the Drawings but mentioned in the specification, or vice versa, or any incidental accessories necessary to make the Work complete in all respects and ready for operation as determined by good trade practice even if not particularly specified, shall be furnished, delivered and installed under their respective Divisions without any additional expense to the Owner.

C. Minor details not usually shown or specified but necessary for proper installation and operation shall be included in the Work as though they were hereinafter shown or specified.

D. Work under each Section shall include giving written notice to the Owner of any materials or apparatus believed inadequate or unsuitable; in violation of laws, ordinances, rules or regulations of Authorities Having Jurisdiction; and any necessary items of Work omitted. In the absence of such written notice, it is mutually agreed that Work under each Section has included the cost of all required items for the accepted, satisfactory functioning of the entire system without extra compensation.

E. Locations of all existing systems and equipment shown on the Drawings are based on the best available information. The Contractor shall verify all dimensions and locations of existing systems and equipment in the field and adjust as necessary.

F. Certain items of existing equipment may be indicated for removal or relocation. Items noted for removal shall be disconnected and disposed of by the Contractor in a safe, legal and responsible manner and location. Items noted for relocation are intended for reuse in another location as designated on the Drawings. It shall be the responsibility of the Contractor to remove the material from its present location, store the material in a safe place and reinstall the material in its new location. Questions regarding the suitability of the material or equipment shall be brought to the attention of the Owner in writing.

G. Wherever a particular piece of equipment, device or material is specifically indicated on the Drawings by model number, type, series or other means, that specification shall take precedence over equipment or materials specified herein.

1.4 DEFINITIONS

A. “Subcontractor” means the subcontractor working under this Division. Other Contractors are specifically designated “Mechanical Contractor”, “General Contractor”, and so on. Take care to ascertain limits of responsibility for connecting equipment which requires connection by two or more trades.

B. “Install” shall mean set in place complete with all mounting facilities and connections as necessary ready for normal use or service.

C. “Furnish” or “supply” shall mean purchase, deliver to, and off-load at the job site, all ready to be installed including where appropriate all necessary interim storage and protection.

D. “Provide” shall mean furnish (or supply) and install as necessary.

E. “Finished” refers to all rooms and areas scheduled to be painted in Room Finish Schedule on the Drawings. All rooms and areas not covered in Room Finish Schedule, including areas above ceilings shall be considered not finished, unless otherwise noted.

F. “Approved equal” means any product which in the opinion of the Engineer is equal in quality, arrangement, appearance, and performance to the product specified.

G. “Wiring” shall mean cable assembly, raceway, conductors, fitting and any other necessary accessories to make a complete wiring system.

H. "Product" shall mean any item of equipment, material, fixture, apparatus, appliance or accessory installed under this Division.

I. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contact Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions."

J. Indicated: The term "indicated" refers to graphic representation, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified," are used, it is to help the reader locate the reference; no limitation on location is intended.

K. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," "and "permitted" mean "directed by the Engineer," "requested by the Engineer," and similar phrases.

L. Approve: The term "approved," where used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Engineer's duties and responsibilities as stated in General and Supplementary Conditions.

M. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

N. Remove: The term "remove" means to disconnect from its present position, remove from the premises and to dispose of in a legal manner.

O. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

P. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.5 DRAWINGS

A. Drawings are diagrammatic and indicate the general arrangement of systems and Work included in the Contract. Consult the Architectural Drawings and Details for exact locations of fixtures and equipment, where same are not definitely located, obtain this information from the Architect. Do not scale the Drawings.

B. Work under each Section shall closely follow Drawings in layout of Work; check Drawings of other Divisions to verify spaces in which work will be installed. Maintain maximum headroom; where space conditions appear inadequate, Owner and Engineer shall be notified before proceeding with installations.

C. The Owner may, without extra charge, make reasonable modification in the layout as needed to prevent conflict with Work of other trades and/or for proper execution of the Work. A relocation of up to 10-feet shall be considered reasonable.

D. Where variances occur between the Drawings and the Specifications or within either of the Documents, the item or arrangement of better quality shall be included in the Contract price. The Owner and Engineer shall decide on the item and the manner in which the Work shall be installed.

1.6 SURVEYS AND MEASUREMENTS

A. Before submitting his Bid, the Contractor shall visit the site and become thoroughly familiar with all existing conditions under which his work will be installed. This Contract includes all modifications of existing systems required for the installation of new equipment. This Contract included all necessary offsets, transitions and modifications required to install all new equipment in existing spaces. All new and existing equipment and systems shall be fully operational under this Contract before the job is considered complete. The Contractor shall be held responsible for any assumptions he makes, and omissions or errors he makes as a result of his failure to become fully familiar with the existing conditions at the site and the Contract Documents.

B. The Contractor shall base all measurements, both horizontal and vertical, from established bench marks. All Work shall agree with these established lines and levels. Verify all measurements at the site and check the correctness of same as related to the Work.

C. Should the Contractor discover any discrepancies between actual measurements and those indicated which prevent following good practice or which interfere with the intent of the Drawings and Specifications, the Engineer will be notified and Work will not proceed until instructions from the Engineer are received.

1.7 CODES AND STANDARDS

A. Reference Standard Compliance
   1. Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), National Electrical Manufacturers Association (NEMA), and Underwriters Laboratories Inc. (UL), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance.
   2. Independent Testing Organization Certificate: In lieu of the label or listing, indicated above, submit a certificate from an independent testing organization, competent to perform testing, and approved by the Engineer. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

B. The following Codes and Standards apply to all electrical work. Wherever Codes and/or Standards are mentioned in these Specification, the latest applicable edition or revision shall be followed:
   The International Building Code
   The National Electrical Code
   NFPA 72: Fire Alarm
   NFPA 101: Life Safety
   Americans with Disabilities Act

Illuminating Engineering Society (IES) recommendations

C. The following Standards shall be used where referenced by the following abbreviations:

AIA	American Institute of Architects
ANSI	American National Standards Institute
ASTM	American Society of Testing and Materials
IEEE	Institute of Electrical and Electronics Engineers
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSC	National Safety Council
OSHA	Occupational Safety and Health Administration
UL	Underwriter's Laboratories

D. The Contractor shall include in the work, without extra cost to the Owner, any labor, materials, services, apparatus, and Drawings in order to comply with all applicable laws, ordinances, rules and regulation, whether shown on Drawings and/or specified or not.

1.8 PERMITS AND FEES

A. The Contractor shall give all necessary notices, obtain all permits; and pay all Government and State sales taxes and fees where applicable, and other costs, including extensions in connection with the work, file all necessary Drawings, prepare all documents and obtain all necessary approvals of all Governmental and State departments having jurisdiction, obtain all required certificates of inspection for his work, and deliver a copy to the Owner and Engineer before request for acceptance and final payment for the work.

1.9 EQUIPMENT SUBSTITUTIONS

A. In these Contract Documents, one or more makes of materials, apparatus or appliances may have been specified for use in this installation. These describe the basis of design and approved equivalents. This has been done for convenience in fixing the standard of workmanship, finish and design required for the installation without consideration of any or all associated costs. The Contractor acknowledges that not all requirements are shown for either alternate acceptable manufacturers listed or those alternates requiring a request for substitution and it is their responsibility to coordinate all requirements necessary to accommodate any change from the basis of design listed or scheduled. The Contractor is required to submit any and all costs (including costs associated or required by all trades) along with performance differences as part of their request for substitution. The details of workmanship finish and design, and the guaranteed performance of any material, apparatus or appliance which the Contractor desires to deviate for those mentioned herein shall also conform to these standards.

B. Where no specific make of material, apparatus or appliance is mentioned, any first-class product made by a reputable manufacturer may be submitted for the Engineer's review.

C. Where two or more names are given as approved manufacturers of equivalents, the Contractor must use the specified item or one of the named equivalents which still must meet all of the performance characteristics of the basis of design make and model. Where one name only is used and is followed by the words "or approved equal", the Contractor must use the item named

or he is required to apply for a substitution. Where one name only is used, the Contractor must use that item named.

D. Where the Contractor proposes to deviate (provide an equivalent or request for substitution) from the equipment or materials as hereinafter specified, they are required to submit a request for substitution in writing. The Contractor shall state in their request whether it is a substitution or a non approved equivalent to that specified and the amount of credit or extra cost involved. The Base Bid shall be based on using the materials and equipment as specified with no exceptions.

E. Where the Contractor proposes to use an item of equipment other than specified or detailed on the Drawings which requires any redesign of the structure, partitions, foundations, piping, wiring or any other part of the mechanical, electrical or architectural layout, all such redesign and all new drawings and detailing required therefore shall be prepared by the Engineer/Architects of Record at the expense of the Contractor and at no additional cost to the Owner.

F. Where such accepted deviation resulting from using an approved equivalent or substitution requires a different quantity and arrangement of piping, ductwork, valves, pumps, insulation, wiring, conduit and equipment from that specified or indicated on the Drawings, the Contractor shall, after acceptance by the Engineer, furnish and install any such additional equipment required by the system at no additional cost to the Owner, including any costs added to other trades due to the deviation.

G. Equipment, material or devices submitted for review as an "equivalent" shall meet the following requirements:
   1. The equivalent shall have the same construction features such as, but not limited to:
      a. Material thickness, gauge, weight, density, etc.
      b. Welded, riveted, bolted, etc., construction
      c. Finish, undercoating, corrosion protection
   2. The equivalent shall perform with the same or better operating efficiency.
   3. The equivalent shall be locally represented by the manufacturer for service, parts and technical information.
   4. The equivalent shall bear the same labels of performance certification as is applicable to the specified item, such as UL or NEMA labels.

H. Equipment, material or devices submitted for review as a "substitution" shall meet the following requirements:
   1. Submit electronic copy in pdf format of each request for substitution for consideration.
   2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
      a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
      b. Samples, where applicable or requested.
      c. A detailed comparison of significant qualities may include elements such as size, weight, durability, performance and visual effect.
      d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.

e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.

f. Cost information, including a proposal of the net change, if any in the Contract Sum.

g. Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

h. Engineer's Action: Within one (1) week of receipt of the request for substitution, the Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance of a product substitution will be in the form of an Addendum or Change Directive.

i. Other Conditions: The Contractor's substitution request will be received and considered by the Engineer when one or more of the following conditions are satisfied, as determined by the Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements.

1) The request is directly related to an "or equal" clause or similar language in the Contract Documents.

2) The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

3) A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.

1.10 SUBMITTAL PROCEDURES

A. Provide Submittals in accordance with the requirements of Division 1 and as indicated in the following.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

1. Allow two (2) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Engineer will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
2. If an intermediate submittal is necessary, process the same as the initial submittal.
3. Allow two (2) weeks for reprocessing each submittal.
4. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.

D. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Include the following information on the label for processing and recording action taken.
   a. Project name.
   b. Date.
   c. Name and address of Engineer.
   d. Name and address of Contractor.
   e. Name and address of subcontractor.
   f. Name and address of supplier.
   g. Name of manufacturer.
   h. Number and title of appropriate Specification Section.
   i. Drawing number and detail references, as appropriate.

E. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form. Submittals received from sources other than the Contractor will be returned without action. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

F. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.

G. Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, to indicate the action taken.

1.11 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

B. The Contractor shall submit for review detailed Shop Drawings of all equipment and material specified in each section. No material or equipment may be delivered to the job site or installed until the Contractor has received shop drawings for the particular material or equipment which have been properly reviewed. The Contractor shall submit for review copies of all shop

drawings to be incorporated in the Electrical Contract. Refer to the General Conditions and Supplementary General Conditions for the format required for submission.

C. Provide shop drawings for all devices specified under equipment specifications for all systems including fire alarm, lighting, etc., or where called for elsewhere in the Specifications. Shop drawings shall include manufacturers' names, catalog numbers, cuts, diagrams, dimensions, identification of products and materials included, compliance with specified standards, notation of coordination requirements, notation of dimensions established by field measurement and other such descriptive data as may be required to identify and accept the equipment. A complete list in each category (example: all fixtures) of all shop drawings, catalog cuts, material lists, etc., shall be submitted to the Engineer at one time. No consideration will be given to a partial shop drawing submittal.

D. Where multiple quantities or types of equipment are being submitted, provide a cover sheet (with a list of contents) on the submittal identifying the equipment or material being submitted.

E. Failure to submit shop drawings in ample time for review shall not entitle the Contractor to an extension of Contract time. No claim for extension by reason of such default will be allowed, nor shall the Contractor be entitled to purchase, furnish and/or install equipment which has not been reviewed by the Engineer.

F. The Contractor shall furnish all necessary templates, patterns, etc., for installation work and for the purpose of making adjoining work conform; furnish setting plans and shop details to other trades as required.

G. Acceptance rendered on shop drawings shall not be considered as a guarantee of measurements or building conditions. Where drawings are reviewed, review does not mean that drawings have been checked in detail; said approval does not in any way relieve the Contractor from his responsibility or necessity of furnishing material or performing work as required by the Contract Drawings and Specifications. Verify available space prior to submitting shop drawings.

H. Acceptance of shop drawings shall not apply to quantity nor relieve Contractor of his responsibility to comply with intent of Drawings and Specifications.

I. Acceptance of shop drawings is final and no further changes will be allowed without the written consent of the Engineer.

J. Shop drawing submittal sheets which may show items that are not being furnished shall have those items crossed off to clearly indicate which items will be furnished.

K. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.12 COORDINATION WITH OTHER DIVISIONS

A. All work shall be carried out in conjunction with other trades and full cooperation shall be given in order that all work may proceed with a minimum of delay and interference. Particular emphasis is placed on timely installation of major apparatus and furnishing other Contractors,

especially the Contractor or Construction Manager, with information as to openings, chases, sleeves, bases, inserts, equipment locations, panels, etc., required by other trades.

B. The Contractors are required to examine all of the Project Drawings and mutually arrange work so as to avoid interference with the work of other trades. In general, ductwork, heating, condenser, chilled water piping, sprinkler piping and drainage lines take precedence over water, gas and electrical conduits. The Engineer shall make final decisions regarding the arrangement of work which cannot be agreed upon by the Contractors.

C. Where the work of the Contractor will be installed in close proximity to or will interfere with work of other trades, the Contractors will cooperate in working out space conditions to make a satisfactory adjustment.

D. If the work under Section is installed before coordinating with other Divisions or Sections or so as to cause interference with work of other Sections, the necessary changes to correct the condition shall be made by the Contractor causing the interference without extra charge to the Owner.

E. If so directed in other Sections, the Contractor indicated shall prepare composite working drawings and sections clearly showing how the work is to be installed in relation to the work of other trades, at no extra charge to the Owner.

1.13 WORKMANSHIP

A. Service Support: The equipment items shall be supported by service organizations which are reasonably convenient to the equipment installation in order to render satisfactory service to the equipment on a regular and emergency basis during the warranty period of the contract.

B. Modification of References: In each of the publications referred to herein, consider the advisory provisions to be mandatory, as though the word, “shall” had been substituted for “should” wherever it appears.

C. The Contractor shall furnish the services of an experienced superintendent who shall be constantly in charge of the installation of the work together with all skilled workmen, journeymen, electricians, helpers and laborers required to unload, transfer, erect, connect, adjust, start, operate and test each system.

D. Unless otherwise specifically indicated on the Drawings or Specifications, all equipment and materials shall be installed with the acceptance of the Engineer and in accordance with the recommendations of the manufacturer. This includes the performance of such tests as the manufacturer recommends.

E. All labor for installation of electrical systems shall be performed by experienced, skilled tradesmen under the supervision of a licensed journeyman foreman. All work shall be of a quality consistent with good trade practice and shall be installed in a neat, workmanlike manner. The Engineer reserves the right to reject any work which, in his opinion, has been installed in a substandard, dangerous or unserviceable manner. The Contractor shall replace said work in a satisfactory manner at no extra cost to the Owner.

1.14 SHUTDOWNS

A. When installation of a new system requires the temporary shutdown of an existing operating system, the connection of the new system shall be performed at such time as designated by the Owner.

B. The Architect and the Owner shall be notified in writing of the estimated duration of the shutdown period at least ten (10) days in advance of the date the work is to be performed.

C. Work shall be arranged for continuous performance whenever possible. The Contractor shall provide all necessary labor, including overtime if required, to assure that existing operating services will be shut down only during the time actually required to make necessary connections.

1.15 PROTECTION OF MATERIALS AND EQUIPMENT

A. Work under each Section shall include protecting the work and material of all other Sections from damage by work or workmen and shall include making good all damage thus caused.

B. The Contractor shall be responsible for work and equipment until the facility has been accepted by the Owner. Protect work against theft, injury or damage and carefully store material and equipment received on site which is not immediately installed. Close open ends of work with temporary covers or plugs during construction to prevent entry of foreign material.

C. Work under each Section includes receiving, unloading, uncrating, storing, protecting, setting in place and completely connecting equipment supplied under each Section. Work under each Section shall also include exercising special care in handling and protecting equipment and fixtures, and shall include the cost of replacing any of the equipment and fixtures which are missing or damaged.

D. Equipment and material stored on the job site shall be protected from the weather, vehicles, dirt and/or damage by workmen or machinery. Insure that all electrical or absorbent equipment or material is protected from moisture during storage.

1.16 ADJUSTING AND TESTING

A. After all the equipment and accessories to be furnished are in place, they shall be put in final adjustment and subjected to such operating tests so as to assure the Engineer that they are in proper adjustment and in satisfactory, permanent operating condition.

B. Where requested by the Engineer, a factory-trained service representative shall inspect the installation and assist in the initial startup and adjustment to the equipment. The period of these services shall be for such time as necessary to secure proper installation and adjustments. After the equipment is placed in permanent operation, the service representative shall supervise the initial operation of the equipment and instruct the personnel representative for operation and maintenance of the equipment. The service representative shall notify the Contractor in writing, that the equipment was installed according to manufacturers recommendations and is operating as intended by the manufacturer.

1.17 CLEANING

A. The Contractor shall thoroughly clean all equipment of all foreign substances, oils, dust, dirt, etc., inside and out before final acceptance by the Engineer.

B. During the course of construction, all conduits shall be capped in an acceptable manner to insure adequate protection against the entrance of foreign matter.

C. Upon completion of all work under the Contract, the Contractor shall remove from the premises all rubbish, debris and excess materials left over from his work.

D. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
   1. Remove labels that are not permanent labels.
   2. Wipe surfaces of electrical equipment. Clean light fixtures.

E. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove and dispose of ALL waste materials, packaging material, skids etc. from the site and dispose of in a lawful manner in accordance with municipal, state and federal regulations.

F. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

1.18 TRAINING

A. Where training is indicated within these specifications the following additional requirements must be provided.
   1. Provide demonstration and familiarization of the operating procedures for each system.
   2. Provide demonstration of routine maintenance procedures for equipment.

B. Training shall be of sufficient length to allow the trained staff to train their peers and to demonstrate the training sessions were effective.

1.19 OPERATING AND MAINTENANCE MANUALS

A. Prepare operating and maintenance manuals in accordance with the requirements of Division 1 and as follows. The Contractor shall prepare complete maintenance and operating instructions manual, in pdf format. Organize operating and maintenance data into tabs of suitable sets of manageable size. Mark appropriate identification on each tab.

B. Manual shall include the following:
   1. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of replacement parts.
   2. Manufacturer's printed operating procedures to include start-up, break-in, and routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; and summer and winter operating instructions.

3. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
4. Servicing instructions and lubrication charts and schedules.
5. Spare parts list.
6. Copies of warranties.
7. Wiring diagrams.
8. Inspection procedures.
9. Shop Drawings and Product Data.

C. Include in the manual, a tabulated equipment schedule for all equipment. Schedule shall include pertinent data such as: make, model number, serial number, voltage, normal operating current, etc. Schedule shall include maintenance to be done and frequency.

D. Maintenance and instruction manuals shall be submitted to the Owner at the same time as the seven (7) day notice is given prior to the instruction period.

1.20 ACCEPTANCES

A. The equipment, materials, workmanship, design and arrangement of all work installed under the Electrical Sections shall be subject to the review of the Engineer.

B. If extensive or unacceptable delivery time is expected on a particular item of equipment specified, the Contractor shall notify the Owner and Engineer, in writing, within thirty (30) days of the awarding of the Contract. In such instances, deviations may be made pending acceptance by the Engineer or the Owner's representative.

C. Where any specific material, process or method of construction or manufacturing article is specified by reference to the catalog number of a manufacturer, the Specifications are to be used as a guide and are not intended to take precedence over the basic duty and performance specified or noted on the Drawings. In all cases, the Contractor shall verify the duty specified with the specific characteristics of the equipment offered for review. Equipment characteristics are to be used as mandatory requirements where the Contractor proposes to use an acceptable equivalent.

D. If material or equipment is installed before it is reviewed and/or approved, the Contractor shall be liable for its removal and replacement at no extra charge to the Owner if, in the opinion of the Engineer, the material or equipment does not meet the intent of, or standard of quality implied by, the Drawings and Specifications.

E. Failure on the part of the Engineer to reject shop drawings or to reject work in progress shall not be interpreted as acceptance of work not in conformance with the Drawings and/or Specifications. Work not in conformance with the Drawings and/or Specifications shall be corrected whenever it is discovered.

1.21 RECORD DRAWINGS

A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure location; provide access to record documents for the Engineer's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing condition fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
   1. Mark record sets with red erasable pencil; use other color to distinguish between variations in separate categories of the Work.
   2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
   3. Note related Change Order numbers where applicable.
   4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification of the cover of each set.

1.22 WARRANTIES AND BONDS

A. The following general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties are to be included:
   1. General close-out requirements included in Section "CLOSEOUT PROCEDURES."
   2. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

C. Separate Prime Contracts: Each prime Contractor is responsible for warranties related to its own Contract.

1.23 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under law, nor

shall warranty periods be interpreted as limitation on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

E. The Owner reserves the right to refuse to accept the Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entitles required to countersign such commitments are willing to do so.

F. Manufacturer's warranties shall not start until the date of Substantial Completion or, until all aspects of the commissioning of the respective system are complete and accepted by the Owner. The Contractor responsible for this section shall include in their base bid any additional cost for extending manufacturer's warranties until the date of Substantial Completion or, until all aspects of the commissioning of the respective system are complete and accepted by the Owner.

G. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

H. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
   1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.
   2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.
   3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

I. All warranties shall clearly present the start and end dates. Dates shall meet specified requirements of corresponding specification sections. Dates shall also meet requirements of the General Conditions.

1.24 GUARANTEES

A. The Contractor shall guarantee all material and workmanship under these Specifications and the Contract for a period of one (1) year from the date of final acceptance by Owner. During this guarantee period, all defects developing through faulty equipment, materials or workmanship shall be corrected or replaced immediately by this Contractor without expense to the Owner. Such repairs or replacement shall be made to the Engineers satisfaction.

B. Contractor shall provide name, address, and phone number of all contractors and subcontractors and associated equipment they provided.

1.25 PROJECT CLOSE-OUT

A. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

B. Deliver tools, spare parts, extra stock, and similar items.

C. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, and similar elements.

D. Complete final clean up requirements, including tough-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

E. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
   1. The Engineer will repeat inspection when requested and assured that the Work has been substantially completed.
   2. Results of the completed inspection will be the basis of requirements for final acceptance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 260000

SECTION 260100 – ELECTRICAL DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general requirements for demolition of electrical systems and materials.

B. Comply with NEC, NECA, NFPA, and OSHA requirements.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 TEMPORARY CONNECTIONS

A. The Owner may occupy portions of the building immediately adjacent to the area of demolition. Arrange demolition, including temporary connections, so as not to interfere with the Owner's operations.

3.2 REMOVAL OF DEMOLITION MATERIAL

A. Materials and equipment to be removed, except items specifically noted to be relocated or delivered to the Owner, become the property of the Contractor and shall be immediately removed from the Project and legally disposed of. All salvaged items belonging to the Owner shall be stored in a secure area until delivery to the Owner as directed. Transport all such items to the Owner's designated storage area.

B. Where electrical work to remain is damaged or disturbed in the course of the work, the Contractor shall remove damaged portions and provide new products of equal capacity, quality, and functionality at no additional cost to the Owner.

C. Unless otherwise noted, demolish and remove existing electrical materials and equipment only to the extent required by new construction and as indicated. Removal of equipment shall not interfere with existing operations.

D. Notify the Owner's representative of discrepancies between existing conditions and the Drawings before proceeding with demolition or renovation.

During construction the Contractor shall at all times maintain electrical utilities of the building without interruption. Should it be necessary to interrupt any electrical service or utility, the Contractor shall secure permission in writing from the Owner's representative at least (7) business days in advance. Any interruption shall be made with minimum amount of inconvenience to the Owner.

1. Services passing through areas of remodeling shall be maintained throughout the construction period.

2. Circuits serving areas adjacent to the construction that are modified as part of the renovation shall be re-circuited as part of the Project.
3. Provide temporary and/or modify existing emergency power, emergency lighting, fire alarm, and other life safety services as required for the construction period.

E. Turn off circuit breakers or switches serving abandoned circuits at the commencement of work and tag breaker or switch and label in panel schedule as "Spare".

F. Remove conduit and wire back to panelboards or to nearest junction box that is not being removed and needs to remain in service. Wire shall be removed back to point of origin.

G. Conduit and Junction Boxes:

1. Conduit and boxes in existing walls to be demolished shall be removed.
2. Conduit and boxes in existing walls to remain (if not reused) shall be removed.
3. Conduit in existing ceilings that is not intended for reuse shall be removed back to the panelboard from where it originates.
4. Conduits that had been run in existing slabs shall be saw-cut off flush where they exit the slab and sealed.

H. Conductors:

1. Conductors that are not to be reused shall be removed back to the nearest point-of-use. Where the entire circuit is to be removed, the conductors shall be removed back to the panelboard from which they originate.
2. Whenever it is necessary to withdraw conductors from existing raceways, new conductors shall be installed.

I. Demolished items, rubbish and debris shall be removed from the construction site daily, and at the completion of the Work. Floors shall be swept clean daily.

END OF SECTION 260100

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copper building wire rated 600 V or less.
2. Connectors, splices, and terminations rated 600 V and less.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 COPPER BUILDING WIRE

A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Alpha Wire Company.
2. American Bare Conductor.
3. Belden Inc.
4. Cerro Wire LLC.
5. Encore Wire Corporation.
6. General Cable Technologies Corporation.
7. Okonite Company (The).
   Service Wire Co.
8. Southwire Company.
9. WESCO.

C. Standards:

1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
2. RoHS compliant.
3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

D. Conductors: Copper, complying with ASTM B 3 for bare annealed copper and with ASTM B 8 for stranded conductors.

E. Conductor Insulation:
   1. Type THHN and Type THWN-2: Comply with UL 83.

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

   1. 3M Electrical Products.
   2. AFC Cable Systems; a part of Atkore International.
   3. Gardner Bender.
   4. Hubbell Power Systems, Inc.
   5. Ideal Industries, Inc.
   6. ILSCO.
   7. NSi Industries LLC.
   8. O-Z/Gedney; a brand of Emerson Industrial Automation.
   9. TE Connectivity Ltd.
   10. Thomas & Betts Corporation; A Member of the ABB Group.

C. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.

   1. Material: Copper.
   2. Type: Two hole with standard barrels.
   3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper, stranded.

B. Branch Circuits: Copper, stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Feeders: Type THHN/THWN-2, single conductors in raceway.

B. Branch Circuits: Type THHN/THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

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. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Burndy; Part of Hubbell Electrical Systems.
2. Dossert; AFL Telecommunications LLC.
3. ERICO International Corporation.
4. Fushi Copperweld Inc.
5. Galvan Industries, Inc.; Electrical Products Division, LLC.
6. ILSCO.
7. O-Z/Gedney; a brand of Emerson Industrial Automation.
8. Thomas & Betts Corporation; A Member of the ABB Group.

2.3 CONDUCTORS

A. Insulated Conductors: Copper or tinned-copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Tinned Conductors: ASTM B 33.

4. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch (6 mm) in diameter.
5. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
6. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.
7. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.4 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Cable-to-Cable Connectors: Compression type, copper or copper alloy.

C. Conduit Hubs: Mechanical type, terminal with threaded hub.

D. Straps: Solid copper, copper lugs. Rated for 600 A.

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install stranded conductors.

B. Conductor Terminations and Connections:

1. Equipment Grounding Conductor Terminations: Bolted connectors.

3.2 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:

1. Feeders and branch circuits.
2. Receptacle circuits.
3. Single-phase motor and appliance branch circuits.
4. Three-phase motor and appliance branch circuits.
5. Flexible raceway runs.

C. Air-Duct Equipment Circuits: Install insulated equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners, heaters, dampers, humidifiers, and other duct electrical equipment. Bond conductor to each unit and to air duct and connected metallic piping.

3.3 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:

1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

C. Grounding system will be considered defective if it does not pass tests and inspections.

END OF SECTION 260526

SECTION 260529 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel slotted support systems.
2. Conduit and cable support devices.
3. Support for conductors in vertical conduit.
4. Structural steel for fabricated supports and restraints.
5. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

A. Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch-(10-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c. in at least one surface.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. Allied Tube & Conduit; a part of Atkore International.
b. B-line, an Eaton business.
c. ERICO International Corporation.
d. Flex-Strut Inc.
e. Gripple Inc.
f. GS Metals Corp.
g. G-Strut.
h. Haydon Corporation.
i. Metal Ties Innovation.
j. MIRO Industries.
k. Thomas & Betts Corporation; A Member of the ABB Group.
l. Unistrut; Part of Atkore International.
m. Wesanco, Inc.

2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
3. Material for Channel, Fittings, and Accessories: Galvanized steel.

4. Channel Width: Selected for applicable load criteria.
5. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.

B. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.

C. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; black and galvanized.

D. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:

1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
3. Concrete Inserts: Steel or malleable-iron, slotted support system units are similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
4. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units are suitable for attached structural element.
5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM F 3125/F 3125M,Grade A325 (Grade A325M).
6. Toggle Bolts: Stainless-steel springhead type.
7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

A. Comply with the following standards for application and installation requirements of hangers and supports, except where requirements on Drawings or in this Section are stricter:

1. NECA 1.
2. NECA 101
3. NECA 102.
4. NECA 105.
5. NECA 111.

B. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping materials and installation for penetrations through fire-rated walls, ceilings, and assemblies.

C. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."

D. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required by NFPA 70. Minimum rod size shall be 1/4 inch (6 mm) in diameter.

E. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.

1. Secure raceways and cables to these supports with two-bolt conduit clamps.

3.2 SUPPORT INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this article.

B. Raceway Support Methods: In addition to methods described in NECA 1, EMT may be supported by openings through structure members, according to NFPA 70.

C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb (90 kg).

D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:

1. To Wood: Fasten with lag screws or through bolts.
2. To New Concrete: Bolt to concrete inserts.
3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
4. To Existing Concrete: Expansion anchor fasteners.
5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches (100 mm) thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches (100 mm) thick.
6. To Light Steel: Sheet metal screws.
7. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that comply with seismic-restraint strength and anchorage requirements.

END OF SECTION 260529

SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits and fittings.
2. Metal wireways and auxiliary gutters.
3. Boxes and enclosures.

PART 2 - PRODUCTS

2.1 METAL CONDUITS AND FITTINGS

A. Metal Conduit:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Allied Tube & Conduit; a part of Atkore International.
    b. O-Z/Gedney; a brand of Emerson Industrial Automation.
    c. Thomas & Betts Corporation; A Member of the ABB Group.
    d. Western Tube and Conduit Corporation.
    e. Wheatland Tube Company.

2. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

3. GRC: Comply with ANSI C80.1 and UL 6.
4. IMC: Comply with ANSI C80.6 and UL 1242.
5. EMT: Comply with ANSI C80.3 and UL 797.
6. FMC: Comply with UL 1; zinc-coated steel.
7. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

B. Metal Fittings: Comply with NEMA FB 1 and UL 514B.
1. Listing and Labeling: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
2. Fittings, General: Listed and labeled for type of conduit, location, and use.
3. Fittings for EMT:

    a. Material: Steel or die cast.
    b. Type: Setscrew or compression.

4. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.

C. Joint Compound for IMC or GRC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. **B-line, an Eaton business.**
2. Hoffman; a brand of Pentair Equipment Protection.
3. MonoSystems, Inc.
4. Square D.

B. Description: Sheet metal, complying with UL 870 and NEMA 250, Type as required, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

C. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.3 BOXES, ENCLOSURES, AND CABINETS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Crouse-Hinds, an Eaton business.
2. EGS/Appleton Electric.
3. Erickson Electrical Equipment Company.
4. Hoffman; a brand of Pentair Equipment Protection.
5. Hubbell Incorporated.
6. Milbank Manufacturing Co.
7. Thomas & Betts Corporation; A Member of the ABB Group.
8. Wiremold / Legrand.

B. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

C. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

E. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

F. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: GRC.
2. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
3. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

B. Indoors: Apply raceway products as specified below unless otherwise indicated.

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Concealed in Ceilings and Interior Walls and Partitions: EMT.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
5. Damp or Wet Locations: GRC.
6. Boxes and Enclosures: NEMA 250, Type 1.

C. Minimum Raceway Size: 1/2-inch (16-mm) trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. EMT: Use setscrew or compression, steel fittings. Comply with NEMA FB 2.10.
3. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

3.2 INSTALLATION

A. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

B. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

C. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

D. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.

E. Make bends in raceway using large-radius preformed ells. Field bending shall be according to NFPA 70 minimum radii requirements. Use only equipment specifically designed for material and size involved.

F. Conduit may be surface mounted, except in areas with accessible ceilings. Install conduits parallel or perpendicular to building lines.

G. Support conduit within 12 inches (300 mm) of enclosures to which attached.

H. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

I. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

J. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35-mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

K. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

L. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.

M. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Conduit extending from interior to exterior of building.
2. Where otherwise required by NFPA 70.

N. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 36 inches (915 mm) of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations.

O. Locate boxes so that cover or plate will not span different building finishes.

P. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

Q. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

END OF SECTION 260533

SECTION 260553 - IDENTIFICATION FOR ELECTRICAL 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. Color and legend requirements for raceways, conductors, and warning labels and signs.
2. Labels.
3. Tapes.
4. Cable ties.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

PART 2 - PRODUCTS

2.1 COLOR AND LEGEND REQUIREMENTS

A. Color-Coding for Phase-and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.

1. Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
2. Colors for 208/120-V Circuits:

    a. Phase A: Black.
    b. Phase B: Red.
    c. Phase C: Blue.

3. Color for Neutral: White or gray.
4. Color for Equipment Grounds: Green.

2.2 LABELS

A. Self-Adhesive Wraparound Labels: Preprinted, 3-mil- (0.08-mm-) thick, vinyl flexible label with acrylic pressure-sensitive adhesive.

1. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over the legend. Labels sized such that the clear shield overlaps the entire printed legend.
2. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.

B. Self-Adhesive Labels: Vinyl, thermal, transfer-printed, 3-mil- (0.08-mm-) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.

1. Minimum Nominal Size:

a. 1-1/2 by 6 inches (37 by 150 mm)for conductors.
b. 3-1/2 by 5 inches (76 by 127 mm)for equipment.
c. As required by authorities having jurisdiction.

2.3 TAPES

A. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.

B. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; not less than 3 mils (0.08 mm) thick by 1 to 2 inches (25 to 50 mm) wide; compounded for outdoor use.

2.4 CABLE TIES

A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black, except where used for color-coding.

B. UV-Stabilized Cable Ties: Fungus inert, designed for continuous exposure to exterior sunlight, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 12,000 psi (82.7 MPa).
3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
4. Color: Black.

C. Plenum-Rated Cable Ties: Self-extinguishing, UV stabilized, one piece, and self-locking.

1. Minimum Width: 3/16 inch (5 mm).
2. Tensile Strength at 73 Deg F (23 Deg C) according to ASTM D 638: 7000 psi (48.2 MPa).

3. UL 94 Flame Rating: 94V-0.
4. Temperature Range: Minus 50 to plus 284 deg F (Minus 46 to plus 140 deg C).
5. Color: Black.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

B. Install identifying devices before installing acoustical ceilings and similar concealment.

C. Verify identity of each item before installing identification products.

D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.

E. Apply identification devices to surfaces that require finish after completing finish work.

F. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

G. System Identification for Cables under 600 V: Identification shall completely encircle cable. Place identification of two-color markings in contact, side by side.

1. Secure tight to surface of conductor or cable.

H. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.

I. Self-Adhesive Wraparound Labels: Secure tight to surface of raceway or cable at a location with high visibility and accessibility.

J. Self-Adhesive Labels:

1. On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
2. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where two lines of text are required, use labels 2 inches (50 mm) high.

K. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.

L. Self-Adhesive Vinyl Tape: Secure tight to surface at a location with high visibility and accessibility.

1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches (150 mm) where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

M. Cable Ties: General purpose, for attaching tags, except as listed below:

1. Outdoors: UV-stabilized nylon.
2. In Spaces Handling Environmental Air: Plenum rated.

3.2 IDENTIFICATION SCHEDULE

A. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment. Install access doors or panels to provide view of identifying devices.

B. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, pull points, and locations of high visibility. Identify by system and circuit designation.

C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in pull and junction boxes, use self-adhesive vinyl tape to identify the phase.

D. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive equipment labels.

1. Apply to exterior of door, cover, or other access.

E. Arc Flash Warning Labeling: Self-adhesive labels.

F. Operating Instruction Signs: Self-adhesive labels.

G. Equipment Identification Labels:

1. Indoor Equipment: Self-adhesive label.

END OF SECTION 260553

SECTION 262416 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Lighting and appliance branch-circuit panelboards.

1.2 DEFINITIONS

A. MCCB: Molded-case circuit breaker.

B. TVSS: Transient voltage surge suppressor.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of panelboard.

B. Shop Drawings: For each panelboard and related equipment.

1. Include dimensioned plans, elevations, sections, and details.
2. Detail enclosure types including mounting and anchorage, environmental protection, knockouts, corner treatments, covers and doors, gaskets, hinges, and locks.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.
5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

1.4 INFORMATIONAL SUBMITTALS

A. Panelboard schedules for installation in panelboards.

1.5 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.6 FIELD CONDITIONS

A. Service Conditions: NEMA PB 1, usual service conditions, as follows:

1. Ambient temperatures within limits specified.
2. Altitude not exceeding 6600 feet (2000 m).

1.7 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace panelboards that fail in materials or workmanship within specified warranty period.

1. Panelboard Warranty Period: 18 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANELBOARDS COMMON 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. Comply with NEMA PB 1.

C. Comply with NFPA 70.

D. Enclosures: Surface-mounted, dead-front cabinets.

1. Rated for environmental conditions at installed location.

a. Indoor Dry and Clean Locations: NEMA 250, Type 1.

2. Height: 84 inches (2.13 m) maximum.
3. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box. Trims shall cover all live parts and shall have no exposed hardware.
4. Hinged Front Cover: Entire front trim hinged to box and with standard door within hinged trim cover. Trims shall cover all live parts and shall have no exposed hardware.

E. Phase, Neutral, and Ground Buses: Tin-plated aluminum.

F. Conductor Connectors: Suitable for use with conductor material and sizes.

1. Material: Tin-plated aluminum.
2. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
3. Ground Lugs and Bus-Configured Terminators: Mechanical type, with a lug on the bar for each pole in the panelboard.

G. Future Devices: Panelboards shall have mounting brackets, bus connections, filler plates, and necessary appurtenances required for future installation of devices.

H. Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.

2.2 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

A. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.

B. Branch Overcurrent Protective Devices: Plug-in circuit breakers, replaceable without disturbing adjacent units.

C. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

D. TVSS: Factory installed as an integral part of indicated panelboards, complying with UL 1449 SPD Type 2.

2.3 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

A. MCCB: Comply with UL 489, with interrupting capacity to meet available fault currents.

1. Thermal-Magnetic Circuit Breakers:

a. Inverse time-current element for low-level overloads.
b. Instantaneous magnetic trip element for short circuits.
c. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.

2. GFCI Circuit Breakers: Single- and double-pole configurations with Class A ground-fault protection (6-mA trip).
3. MCCB Features and Accessories:

a. Standard frame sizes, trip ratings, and number of poles.
b. Breaker handle indicates tripped status.
c. UL listed for reverse connection without restrictive line or load ratings.
d. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
e. Ground-Fault Protection: Integrally mounted relay and trip unit with adjustable pickup and time-delay settings, push-to-test feature, and ground-fault indicator.
f. Shunt Trip: 120-V trip coil energized from separate circuit, set to trip at 55 percent of rated voltage.
g. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in off position.

2.4 IDENTIFICATION

A. Panelboard Label: Manufacturer's name and trademark, voltage, amperage, number of phases, and number of poles shall be located on the interior of the panelboard door.

B. Breaker Labels: Faceplate shall list current rating, UL and IEC certification standards, and AIC rating.

C. Circuit Directory: Directory card inside panelboard door, mounted in metal frame with transparent protective cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Install panelboards and accessories according to NEMA PB 1.1.

C. Mount top of trim 90 inches (2286 mm) above finished floor unless otherwise indicated.

D. Mount panelboard cabinet plumb and rigid without distortion of box.

E. Install overcurrent protective devices and controllers not already factory installed.

F. Install filler plates in unused spaces.

G. Arrange conductors in gutters into groups and bundle and wrap with wire ties.

3.2 IDENTIFICATION

A. Identify field-installed conductors, interconnecting wiring, and components; install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems."

B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.

C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

D. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate complying with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

E. Install warning signs complying with requirements in Section 260553 "Identification for Electrical Systems" identifying source of remote circuit.

3.3 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Acceptance Testing Preparation:

1. Test insulation resistance for each panelboard bus, component, connecting supply, feeder, and control circuit.
2. Test continuity of each circuit.

C. Tests and Inspections:

1. Perform each visual and mechanical inspection and electrical test for low-voltage air circuit breakers stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
2. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

D. Panelboards will be considered defective if they do not pass tests and inspections.

E. Prepare test and inspection reports, including a certified report that identifies panelboards included and that describes scanning results, with comparisons of the two scans. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262416

SECTION 262726 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Standard-grade receptacles, 125 V, 20 A.
2. Wall plates.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

PART 2 - PRODUCTS

2.1 GENERAL WIRING-DEVICE REQUIREMENTS

A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.

B. Comply with NFPA 70.

C. RoHS compliant.

D. Comply with NEMA WD 1.

E. Device Color:

1. Wiring Devices Connected to Normal Power System: Ivory unless otherwise indicated or required by NFPA 70 or device listing.

F. Wall Plate Color: For plastic covers, match device color.

G. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 STANDARD-GRADE RECEPTACLES, 125 V, 20 A

A. Duplex Receptacles, 125 V, 20 A

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

    a. Eaton (Arrow Hart).
    b. Hubbell Incorporated; Wiring Device-Kellems.
    c. Leviton Manufacturing Co., Inc.
    d. Pass & Seymour/Legrand (Pass & Seymour).

2. Description: Two pole, three wire, and self-grounding.
3. Configuration: NEMA WD 6, Configuration 5-20R.
4. Standards: Comply with UL 498 and FS W-C-596.

2.3 WALL PLATES

A. Single Source: Obtain wall plates from same manufacturer of wiring devices.

B. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material: Galvanized steel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.

B. Coordination with Other Trades:

1. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
2. Install wiring devices after all wall preparation, including painting, is complete.

C. Device Installation:

1. Connect devices to branch circuits using pigtails that are not less than 6 inches (152 mm) in length.
2. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.

3.2 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Test Instruments: Use instruments that comply with UL 1436.

2. Test Instrument for Receptacles: Digital wiring analyzer with digital readout or illuminated digital-display indicators of measurement.

B. Tests for Receptacles:

1. Line Voltage: Acceptable range is 105 to 132 V.
2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
3. Ground Impedance: Values of up to 2 ohms are acceptable.
4. Using the test plug, verify that the device and its outlet box are securely mounted.

C. Wiring device will be considered defective if it does not pass tests and inspections.

END OF SECTION 262726

SECTION 262816 – ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Nonfusible switches.
2. Enclosures.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of enclosed switch, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.

B. Shop Drawings: For enclosed switches.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include wiring diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.4 WARRANTY

A. Manufacturer's Warranty: Manufacturer and Installer agree to repair or replace components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: One year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Source Limitations: Obtain enclosed switches, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

C. Comply with NFPA 70.

2.2 NONFUSIBLE SWITCHES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. General Electric Company.
2. Siemens Industry, Inc., Energy Management Division.
3. Square D; by Schneider Electric.

B. Type HD, Heavy Duty, Three Pole, Single Throw, 240-V ac, 1200 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept three padlocks, and interlocked with cover in closed position.

C. Accessories:

1. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.

2.3 ENCLOSURES

A. Enclosed Switches: UL 489, NEMA KS 1, NEMA 250, and UL 50, to comply with environmental conditions at installed location.

B. Enclosure Finish: The enclosure shall be finished with gray baked enamel paint, electrodeposited on cleaned, phosphatized steel (NEMA 250 Type 1), and gray baked enamel paint, electrodeposited on cleaned, phosphatized galvannealed steel (NEMA 250 Types 3R.

PART 3 - EXECUTION

3.1 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

A. Enclosed Switches: Provide enclosures at installed locations with the following environmental ratings.

1. Indoor, Dry and Clean Locations: NEMA 250, Type 1.
2. Outdoor Locations: NEMA 250, Type 3R.

3.2 INSTALLATION

A. Coordinate layout and installation of switches, and components with equipment served and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

B. Install individual wall-mounted switches with tops at uniform height unless otherwise indicated.

C. Comply with NFPA 70 and NECA 1.

3.3 IDENTIFICATION

A. Comply with requirements in Section 260553 "Identification for Electrical Systems."

1. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs.
2. Label each enclosure with engraved metal or laminated-plastic nameplate.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections for Switches:

1. Visual and Mechanical Inspection:

a. Inspect physical and mechanical condition.
b. Inspect anchorage, alignment, grounding, and clearances.
c. Verify that the unit is clean.
d. Verify blade alignment, blade penetration, travel stops, and mechanical operation.
e. Verify that fuse sizes and types match the Specifications and Drawings.
f. Verify that each fuse has adequate mechanical support and contact integrity.
g. Inspect bolted electrical connections for high resistance using one of the two following methods:

1) Use a low-resistance ohmmeter.

a) Compare bolted connection resistance values to values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.

2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method in accordance with manufacturer's published data or NETA ATS Table 100.12.

a) Bolt-torque levels shall be in accordance with manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.

h. Verify that operation and sequencing of interlocking systems is as described in the Specifications and shown on the Drawings.
i. Verify correct phase barrier installation.
j. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.

2. Electrical Tests:

a. Perform resistance measurements through bolted connections with a low-resistance ohmmeter. Compare bolted connection resistance values to values of similar

connections. Investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.

b. Measure contact resistance across each switchblade fuseholder. Drop values shall not exceed the high level of the manufacturer's published data. If manufacturer's published data are not available, investigate values that deviate from adjacent poles or similar switches by more than 50 percent of the lowest value.

c. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Apply voltage in accordance with manufacturer's published data. In the absence of manufacturer's published data, use Table 100.1 from the NETA ATS. Investigate values of insulation resistance less than those published in Table 100.1 or as recommended in manufacturer's published data.

d. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."

C. Enclosed switches will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

1. Test procedures used.
2. Include identification of each enclosed switch tested and describe test results.
3. List deficiencies detected, remedial action taken, and observations after remedial action.

END OF SECTION 262816

SECTION 262913 - MANUAL AND MAGNETIC MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Manual motor controllers.
2. Enclosed full-voltage magnetic motor controllers.
3. Enclosures.
4. Accessories.
5. Identification.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For each type of magnetic controller.

1. Include plans, elevations, and mounting details.
2. Indicate dimensions, weights, required clearances, and location and size of each field connection.
3. Wire Termination Diagrams and Schedules: Include diagrams for signal, and control wiring. Identify terminals and wiring designations and color-codes to facilitate installation, operation, and maintenance. Indicate recommended types, wire sizes, and circuiting arrangements for field-installed wiring, and show circuit protection features. Differentiate between manufacturer-installed and field-installed wiring.
4. Include features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.

1.3 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

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 use.

B. UL Compliance: Fabricate and label magnetic motor controllers to comply with UL 508 and UL 60947-4-1.

C. NEMA Compliance: Fabricate motor controllers to comply with ICS 2.

2.2 MANUAL MOTOR CONTROLLERS

A. Fractional Horsepower Manual Controllers (FHPMC): "Quick-make, quick-break" toggle or push-button action; marked to show whether unit is off, on, or tripped.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

a. ABB, Electrification Products Division.
b. Eaton.
c. Rockwell Automation, Inc.
d. Siemens Industry, Inc., Energy Management Division.
e. Square D; Schneider Electric USA.

2. Configuration: Nonreversing.
3. Overload Relays: Inverse-time-current characteristics; NEMA ICS 2, Class 10 tripping characteristics; heaters matched to nameplate full-load current of actual protected motor; external reset push button; melting alloy type.
4. Pilot Light: Red.

2.3 ENCLOSED FULL-VOLTAGE MAGNETIC MOTOR CONTROLLERS

A. Description: Across-the-line start, electrically held, for nominal system voltage of 600-V ac and less.

B. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. ABB, Electrification Products Division.
2. Eaton.
3. Rockwell Automation, Inc.
4. Siemens Industry, Inc., Energy Management Division.
5. Square D; Schneider Electric USA.

C. Standard: Comply with NEMA ICS 2, general purpose, Class A.

D. Configuration: Nonreversing.

E. Contactor Coils: Pressure-encapsulated type.

1. Operating Voltage: Manufacturer's standard, unless indicated.

F. Control Power:

1. For on-board control power, obtain from line circuit or from integral CPT. The CPT shall have capacity to operate integral devices and remotely located pilot, indicating, and control devices.

G. Overload Relays:

1. Thermal Overload Relays:

a. Inverse-time-current characteristic.
b. Class 10 tripping characteristic.
c. Heaters in each phase shall be matched to nameplate full-load current of actual protected motor and with appropriate adjustment for duty cycle.

2.4 ENCLOSURES

A. Comply with NEMA 250, type designations as indicated on Drawings, complying with environmental conditions at installed location.

B. The construction of the enclosures shall comply with NEMA ICS 6.

2.5 ACCESSORIES

A. General Requirements for Control Circuit and Pilot Devices: NEMA ICS 5; factory installed in controller enclosure cover unless otherwise indicated.

1. Push Buttons, Pilot Lights, and Selector Switches: Standard-duty, except as needed to match enclosure type.

a. Push Buttons: As indicated in the mechanical equipment schedule.

2.6 IDENTIFICATION

A. Controller Nameplates: Laminated acrylic or melamine plastic signs, as described in Section 260553 "Identification for Electrical Systems," for each compartment, mounted with corrosion-resistant screws.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with NECA 1.

B. Wall-Mounted Controllers: Install magnetic controllers on walls with tops at uniform height indicated, and by bolting units to wall or mounting on lightweight structural-steel channels bolted to wall. For controllers not at walls, provide freestanding racks complying with Section 260529 "Hangers and Supports for Electrical Systems" unless otherwise indicated.

C. Maintain minimum clearances and workspace at equipment according to manufacturer's written instructions and NFPA 70.

D. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.

E. Setting of Overload Relays: Select and set overloads on the basis of full-load current rating as shown on motor nameplate. Adjust setting value for special motors as required by NFPA 70 for motors that are high-torque, high-efficiency, and so on.

3.2 IDENTIFICATION

A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.3 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Visual and Mechanical Inspection:

a. Compare equipment nameplate data with drawings and specifications.
b. Inspect physical and mechanical condition.
c. Inspect anchorage, alignment, and grounding.
d. Verify the unit is clean.
e. Inspect contactors:

1) Verify mechanical operation.
2) Verify contact gap, wipe, alignment, and pressure are according to manufacturer's published data.

f. Motor-Running Protection:

1) Verify overload element rating is correct for its application.
2) If motor-running protection is provided by fuses, verify correct fuse rating.

g. Inspect bolted electrical connections for high resistance using one of the two following methods:

1) Use a low-resistance ohmmeter. Compare bolted connection resistance values with values of similar connections. Investigate values that deviate from those of similar bolted connections by more than 50 percent of the lowest value.
2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method according to manufacturer's published data or NETA ATS Table 100.12. Bolt-torque levels shall be according to manufacturer's published data. In the absence of manufacturer's published data, use NETA ATS Table 100.12.

h. Verify appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.

2. Electrical Tests:

    a. For the contactor, perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with switch closed, and across each open pole. Insulation-resistance values shall be according to manufacturer's published data or NETA ATS Table 100.1. In the absence of manufacturer's published data, use Table 100.5. Values of insulation resistance less than those of this table or manufacturer's recommendations shall be investigated and corrected.
    b. Measure fuse resistance. Investigate fuse-resistance values that deviate from each other by more than 15 percent.
    c. Test motor protection devices according to manufacturer's published data.
    d. Test circuit breakers as follows:

        1) Operate the circuit breaker to ensure smooth operation.
        2) For adjustable circuit breakers, adjust protective device settings according to the coordination study. Comply with coordination study recommendations.

    e. Perform operational tests by initiating control devices.

B. Motor controller will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.4 SYSTEM FUNCTION TESTS

A. System function tests shall prove the correct interaction of sensing, processing, and action devices. Perform system function tests after field quality control tests have been completed and all components have passed specified tests.

1. Develop test parameters and perform tests for the purpose of evaluating performance of integral components and their functioning as a complete unit within design requirements and manufacturer's published data.
2. Verify the correct operation of interlock safety devices for fail-safe functions in addition to design function.
3. Verify the correct operation of sensing devices, alarms, and indicating devices.

B. Motor controller will be considered defective if it does not pass the system function tests and inspections.

END OF SECTION 262913

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:

1. Installation of the Work.
2. Cutting and patching.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

B. Related Requirements:

1. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.2 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 PREINSTALLATION MEETINGS

A. Cutting and Patching Conference: Conduct conference at Project site.

1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect and Construction Manager of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:

a. Contractor's superintendent.
b. Trade supervisor responsible for cutting operations.
c. Trade supervisor(s) responsible for patching of each type of substrate.
d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affected by cutting and patching operations.

2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:

1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

    a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect 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 that results 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 Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

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.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.

B. 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.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas service piping, and water-service piping; underground electrical services; and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. 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, submit a request for information to Architect through Construction Manager.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks and existing conditions. If discrepancies are discovered, notify Architect and Construction Manager promptly.

B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.4 INSTALLATION

A. 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.
3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces, unless otherwise indicated on Drawings.

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 satisfactory results as judged by Architect. 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 of type expected for Project.

E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.

F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.

G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. 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 with manufacturer.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
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, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.

3.5 CUTTING AND PATCHING

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of Work to be cut.

D. 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.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."

F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

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. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, 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.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.

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 eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch, corner to corner of wall and edge to edge of ceiling. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

    a. Use containers intended for holding waste materials of type to be stored.

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."

B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 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.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.

C. Restore permanent facilities used during construction to their specified condition.

D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

E. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

F. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 017300 "Execution" for cutting and patching procedures.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control. Indicate proposed locations and construction of barriers.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:

1. Roofing membranes. Verify warranties with Owner.
2. Metal Siding. Verify warranties with Owner.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. Arrange to shut off utilities with utility companies.
3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.

    a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Work in Historic Areas: Selective demolition may be performed only in areas of Project that are not designated as historic. In historic spaces, areas, and rooms, or on historic surfaces, the terms "demolish" or "remove" shall mean historic "removal" or "dismantling" as specified in Section 024296 "Historic Removal and Dismantling."

D. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

E. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned] and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

D. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

1. Remove existing roof membrane, flashings, copings, and roof accessories.
2. Remove existing roofing system down to substrate.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119