## **BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES**

# **Contract No. BE22-233**

File No. 2114



ENGINEERING DEPARTMENT

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#### **END OF SECTION**

#### SECTION 00030 NOTICE INVITING BIDS

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

## CBJ Bartlett Regional Hospital- Fuel System Upgrades Contract No. BE22-233

The Contract Documents may be downloaded from the CBJ Public Purchase webpage at <u>https://www.publicpurchase.com/juneau,ak</u>. Instructions for the Public Purchase registration process can be found here <u>https://juneau.org/engineering-public-works/bids-rfps</u>.

**PRE-BID CONFERENCE.** Prospective Bidders are encouraged to attend a pre-Bid conference to discuss the proposed WORK, which will be conducted by the OWNER on **May 25, 2022, at 10:00 a.m.**, via teleconference. The object of the conference is to acquaint Bidders with the bid documents and site conditions. Prospective bidders intending to participate shall email contracts@juneau.org by 4:30 p.m., March 24, 2022, to obtain the call-in instructions.

**DESCRIPTION OF WORK.** Work generally includes modification of the current BRH boiler's fuel system, provide a fully functioning fuel supply system that is ADEC and EPA compliant.

Also, includes installation of new underground fuel oil return and fuel oil supply lines from the underground storage tank to the boiler pumps, installation of sealing manhole frames and lids, modifying the filling system to allow gravity fill directly into underground storage tank, and extending tank venting to above the roofline. Work also includes replacement of suction pumps, replacement of the boilers day tank, installation of new pump control system, and miscellaneous work.

#### ENGINEER'S ESTIMATE RANGE: Between \$400,000 and \$450,000.

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

Asphalt Paving	October 31, 2022
All other work	November 15, 2022

The CONTRACTOR's attention is directed to the fact that work may be conducted at the site by other contractors during the performance of the WORK under this contract. There are multiple CBJ construction projects taking place in the Bartlett Regional Hospital area. CBJ Bartlett Regional Hospital Site Improvements, CBJ Contract No. BE21-164 is currently under construction and is scheduled to be substantially complete on October 7, 2022. Admiralty Construction is the general contractor. The CONTRACTOR shall consult with the OWNER to ensure completion of the BRH Site Improvements project prior to the start of any earthwork.

## DEADLINE FOR BIDDER QUESTIONS: June 1, 2022, No later than 4:30pm Alaska Time.

**DEADLINE FOR BIDS:** Electronic bids must be received by the Purchasing Division **prior to 2:00 p.m.**, <u>Alaska Time on June 7, 2022</u>, or such later time as may be announced by addendum at any time prior to the deadline. Bids will be opened immediately thereafter via conference call, unless otherwise specified. Bidders may attend this bid opening on the conference call line 907-713-2140, with participant code 258358.

**SUBMISSION INSTRUCTIONS:** Timely responses are accepted via <u>Electronic Submission</u> at Public Purchase, <u>www.publicpurchase.com</u>, the CBJ's eProcurement Provider. Bidders must register online prior to submitting a bid, it may take up to 24 hours for registration to be complete.

#### Late responses will not be accepted.

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#### SECTION 00030 NOTICE INVITING BIDS

To Respond, Bidders must complete an online registration.

- Registration is a two-step process, registering with Public Purchase, and then registering with CBJ within Public Purchase.
- Get help registering using the <u>Public Purchase</u> Help Menu Tab.
- Register early to avoid missing the deadline, as Registration may take up to 24 hours to complete.

**Registered Bidders may submit a Bid Schedule to Public Purchase by** downloading the provided PDF solicitation documents, filling out the fields indicated, and uploading the document to Public Purchase.

**SITE OF WORK.** The site of the WORK is the southern end of Hospital Drive at the Bartlett Regional Hospital Campus in Juneau, AK.

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

Caleb Comas, Contract Administrator CBJ Engineering Department, 3<sup>rd</sup> Floor, Marine View Center Email: caleb.comas@juneau.org Telephone: (907) 586-0800 ext. 4196 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 provided as prescribed in Section 00100, Article 12, at the time of bid.

**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 120 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 120 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:

Caleb Comas, Contract Administrator

<u>5/16/22</u> Date

**END OF SECTION** 

**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.
- 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 <u>all</u> 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 CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233 Page 00100-2

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.
- J. Failure to submit <u>all</u> completed documents as required and specified on the Bid Form, Section 00300.
- 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 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 by another acceptable submission method as specified in Section 00030, Notice Inviting Bids, and shall contain the following: Sections 00300, 00310 or other specified acceptable form of Bid Schedule,

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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. <u>Failure to acknowledge Addenda may render Bid</u> 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. Hand-delivered, mailed, courier-delivered, <u>oral, telegraphic, emailed, or faxed Bids will not be considered</u>.
- **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 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.

Bid Bonds shall be submitted by being scanned and uploaded to Public Purchase along with the other required Bid documents. When a Bid security check is used, it must be received by the Purchasing Division prior to the Deadline for Bids. Bid security checks will be time and date stamped by the Purchasing Division, which will establish the official time of receipt.

In addition to uploading a scanned file of the Bid Bond, the original hardcopy Bid Bond shall be submitted and received by the CBJ Contracts Office by 2:00 p.m. Alaska Time no more than seven calendar days after Bid Opening.

In lieu of the original hardcopy Bid Bond submittal requirement, bidders who have a Surety 2000 Bid Bond ID may validate their Bid Bond with Surety 2000 within the Bid Bond Response Information Form in the Public Purchase bid page.

Bid security checks shall be submitted in a sealed envelope that clearly indicates: that a bid security check is enclosed, the name of the bidding firm, and the project name and number. The envelope must not reveal the check amount so that the final Bid price will not be known until the sealed bids are opened.

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

#### **PHYSICAL LOCATION:**

City and Borough of Juneau, Purchasing Division 105 Municipal Way, Room 300 Juneau, AK 99801 Bid security checks delivered by <u>U.S. Postal</u> <u>Service</u> must be mailed to:

#### **MAILING ADDRESS:**

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

Mailing/delivery times to Alaska may take longer than other areas of the U.S. Late bid security checks may cause a Bid to be deemed non-responsive

- **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

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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 (907-586-5215) prior to deadline.

- B. <u>Conditioned bids, limitations, or provisos attached to the Bid or bid modification will</u> 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.

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233 C. Award of a contract is subject to the adoption of an appropriation of funds by the City Assembly.

## **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. 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) 586-5215 for a copy of the ordinance.
- B. Late protests shall not be considered by the CBJ Purchasing Officer.
- 21.0 <u>CONTRACTOR'S GOOD STANDING WITH CBJ FINANCE DEPARTMENT:</u> 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 <u>seven business days</u> 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) 586-5215 for sales tax issues, Assessor's Office at (907)586-5215 for business personal property issues, or Collections Division at (907) 586-5215 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:

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 LUMP SUM (indicate +/-)

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

Name of Bidding Firm

**Responsible Party Signature** 

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

**END OF SECTION** 

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233

## **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

## CBJ Bartlett Regional Hospital- Fuel System Upgrades Contract No. BE22-233

- 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.

#### **SECTION 00300 - BID**

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

Dated:	Bidder:		
		(Company Name)	
Alaska			
CONTRACTOR's	By:	(21)	
Business License No:		(Signature)	
Alaska	Printed Name:		
CONTRACTOR's			
License No:	Title:		
Telephone No:	Address:		
F		(Street or P.O. Box)	
Fax No:			
		(City, State, Zip)	_
E-mail:			

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

- Bid, Section 00300 (includes Addenda receipt statement)
- Completed Bid Schedule, Section 00310, or other acceptable form of Bid Schedule as specified in Section 00030, Notice Inviting Bids
- 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 <u>BE22-233 CBJ Bartlett Regional Hospital- Fuel System Upgrades</u>, in accordance with the Contract Documents.

**BID** - Furnish all labor, equipment and materials for This project that includes installation of new underground fuel oil return and fuel oil supply lines from the underground storage tank to the boiler pumps, installation of sealing manhole frames and lids, modifying the filling system to allow gravity fill directly into underground storage tank, and extending tank venting to above the roofline. Work also includes replacement of suction pumps, replacement of the boilers day tank, installation of new pump control system, and miscellaneous WORK as described in these Contract Documents.

TOTAL BID	\$ <u></u>	(Price in Figures)	
Date:	Bidder:	(Company Name)	

**END OF SECTION** 

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233

#### **SECTION 00320 - BID BOND**

#### KNOW ALL PERSONS BY THESE PRESENTS, that\_\_\_\_\_

as Principal, and

as Surety, are held and firmly bound unto <u>THE CITY AND BOROUGH OF JUNEAU</u> 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.

## **CBJ Bartlett Regional Hospital- Fuel System Upgrades** Contract No. BE22-233

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

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

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

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

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

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

**END OF SECTION** 

#### **SECTION 00360 - SUBCONTRACTOR REPORT**

## LIST OF SUBCONTRACTORS (AS 36.30.115)

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

<u>.</u>	SUBCONTRACTOR	<sup>1</sup> AK Contractor <u>License No.</u>	<sup>1</sup> Contact Name	<u>Type of</u>	<u>Contract</u>	✓ if
	ADDRESS	<sup>2</sup> AK Business <u>License No.</u>	<sup>2</sup> Phone No.	Work	Amount	DBE
1.		1 2			\$	
2.		1 2			\$	_
3.		1 2			\$	_
4.		12			\$	_

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

**CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES Contract No. BE22-233** 

## 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: CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES

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.

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES Contract No. BE22-233

CONTRACTOR FINANCIAL RESPONSIBILITY

## SECTION 00370 - CONTRACTOR'S FINANCIAL RESPONSIBILITY

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 <u>or</u> material supplier <u>within eight working days</u> after receiving payment from the Owner (for projects occurring within the last 3 years)?

[] Yes [] No If yes, please attach a detailed explanation for <u>each</u> 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	МАКЕ	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:

CONTRACTOR FINANCIAL RESPONSIBILITY

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

4. Is your bid based on firm offers for all materials necessary for this project?[ ] Yes [ ] No If NO, please explain:

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

Signature

Company Name

Printed Name

Date

#### **SECTION 00500 - AGREEMENT**

THIS AGREEMENT is between <u>THE CITY AND BOROUGH OF JUNEAU</u> (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 <u>Contract No. BE22-233 CBJ Bartlett Regional Hospital Fuel System</u> <u>Upgrades.</u>

The WORK is generally described as follows: Work generally includes modification of the current BRH boiler's fuel system, provide a fully functioning fuel supply system that is ADEC and EPA compliant.

Also, includes installation of new underground fuel oil return and fuel oil supply lines from the underground storage tank to the boiler pumps, installation of sealing manhole frames and lids, modifying the filling system to allow gravity fill directly into underground storage tank, and extending tank venting to above the roofline. Work also includes replacement of suction pumps, replacement of the boilers day tank, installation of new pump control system, and miscellaneous work.

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

## **ARTICLE 2. CONTRACT COMPLETION TIME.**

Asphalt Paving	October 31, 2022
All other work	November 15, 2022

The CONTRACTOR's attention is directed to the fact that work may be conducted at the site by other contractors during the performance of the WORK under this contract. There are multiple CBJ construction projects taking place in the Bartlett Regional Hospital area. CBJ Bartlett Regional Hospital Site Improvements, CBJ Contract No. BE21-164 is currently under construction and is scheduled to be substantially complete on October 7, 2022. Admiralty Construction is the general contractor. The CONTRACTOR shall consult with the OWNER to ensure completion of the BRH Site Improvements project prior to the start of any earthwork.

## **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 <u>\$ 450</u> 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.

#### **SECTION 00500 - 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. BE22-233 CBJ Bartlett Regional Hospital Fuel System Upgrades, 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 00100-10, 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 00800-6, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Standard Details (page 00853-1, inclusive).
- > Technical Specifications as listed in the Table of Contents.
- > Drawings consisting of 15 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.

**CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES** Contract No. BE22-233

#### **SECTION 00500 - AGREEMENT**

#### **ARTICLE 8. MISCELLANEOUS.**

**OWNER:** 

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.

**CONTRACTOR:** 

City and Borough of Juneau	
	(Company Name)
(Signature)	(Signature)
By: <u>Duncan Rorie Watt, City &amp; Borough Manager</u> (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	
907-586-0800         907-586-4530           (Telephone)         (Fax)	(Telephone) (Fax)
	(E-mail address)
	Contractor License No.

AGREEMENT Page 00500-3

## **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**

## 

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:

## CBJ Bartlett Regional Hospital Fuel System Upgrades CBJ Contract No. BE22-233

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.

**CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES Contract No. BE22-233** 

PERFORMANCE BOND Page 00610-1

#### **SECTION 00610 - PERFORMANCE BOND**

#### CBJ Bartlett Regional Hospital Fuel System Upgrades CBJ Contract No. BE22-233

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

#### **CONTRACTOR:**

By:\_\_\_\_\_

(Signature)

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

**SURETY:** 

By: \_\_\_\_\_

(Signature of Attorney-in-Fact)

(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**

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES Contract No. BE22-233

PERFORMANCE BOND Page 00610-2

Date Issued:

#### **SECTION 00620 - PAYMENT BOND**

## 

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:

## CBJ Bartlett Regional Hospital Fuel System Upgrades CBJ Contract No. BE22-233

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

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

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

#### **SECTION 00620 - PAYMENT BOND**

#### CBJ Bartlett Regional Hospital Fuel System Upgrades CBJ Contract No. BE22-233

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

#### **CONTRACTOR:**

By:

(Signature)

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

**SURETY:** 

By: \_\_\_\_

(Signature of Attorney-in-Fact)

(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** 

### CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES Contract No. BE22-233

Date Issued:

#### **SECTION 00700 - GENERAL CONDITIONS**

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## **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.

**CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES Contract No. BE22-233** 

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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

**CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES Contract No. BE22-233** 

- 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 <u>SGC 4.2 Physical Conditions</u> 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 Michael Eich, CBJ Material Source Manager, at (907) 586-0800 extension 4192 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) 586-0800 extension 4192.
- 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 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,

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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, Subconsultants 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

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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

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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 specially 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	
Equipment	
	1

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

- The Contract Time may only be changed by a Change Order. Any claim for an extension of Α. 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.
- 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, 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**

**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 electronic files of the documents in pdf format. Additional copies of contract documents are the responsibility of the contractor.

#### SGC 3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS. Add the following:

14. Standard Details.

## **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.

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

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

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

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

C. CONTRACTOR must pay Subcontractors and/or Suppliers within 30 days of receiving payment from the OWNER, if that payment was made for Work performed by the Subcontractor and/or materials received. Failure to pay Subcontractors within 30 days of receiving payment from which Subcontractor and/or Supplier is to be paid may result in the OWNER initiating debarment proceedings as prescribed in the City and Borough of Juneau Purchasing Code. *The 30 day City and Borough of Juneau 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 16.12.

#### SGC 16.12 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

The CONTRACTOR may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, marital status, changes in marital status, pregnancy or parenthood. The CONTRACTOR shall post a notice setting out the provisions of this paragraph in a conspicuous place available to employees and applicants for employment.

The CONTRACTOR and each Subcontractor shall state in all solicitations and advertisements for employees to work on this Project, that it is an Equal Opportunity Employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national

origin, age, disability, sex, sexual orientation, gender identity, gender expression, marital status, changes in marital status, pregnancy or parenthood.

The CONTRACTOR shall include the provisions of this EEO article in every contract relating to this Project and shall require the inclusion of these provisions in every agreement entered into for this Project, so that those provisions will be binding upon the CONTRACTOR and each Subcontractor.

### 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 su	ubcontract agreement):
Subcontract project name:	
Name and address of the person this Tax Clearance is to be returned to:	
Comments or additional information:	
For agency use only:	
Tax Clearance is granted	
Tax Clearance is not granted (please have employer contact the department)	
No account on file, liability unknown (please have employer contact the department)	
Employer has stated no employees, Tax Clearance not required.	
Agency representative signature:	Date:
Agency representative title:	
We are an equal opportunity employer/program. Auxiliary aids and services are ava disabilities. labor.alaska.gov/estax	ailable upon request to individuals with

CBJ BARTLET REGIONAL HOSPITAL FUEL SYSTEM UPGRADES Contract No. BE22-233 Rev. 8/2018 SUPPLEMENTARY GENERAL CONDITIONS Page 00800-6

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

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

The rates that are in effect 10 days prior to the final date for submission of bids are the rates that will apply to this project. These rates will apply for 24 calendar months from the date the project is awarded to a prime contractor. At the end of the initial 24-month period, the latest wage rates issued by the Alaska Department of Labor shall become effective for the next 24-month period. This process repeats itself until the project is completed.

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 to ADOL electronically or paper copies can be submitted by mail. To submit Title 36 documents and certified payrolls electronically, go to https://myalaska.state.ak.us/home/app.

The CONTRACTOR and each Subcontractor shall submit Certified Payrolls to the CBJ Contract Administrator upon request. If the requested Certified Payrolls are not received by the Contract Administrator within five (5) working days, the Contract Administrator will request the Certified Payrolls from ADOL. The CONTRACTOR shall be responsible for all costs charged by ADOL for delivery of the requested Certified Payrolls, including those costs for Subcontractors.

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

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

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

#### **Contact Information:**

Wage and Hour Section

State of Alaska Department of Labor and Workforce Development Labor Standards and Safety Division and Wage and Hour Administration P.O. Box 11149 Juneau, AK 99811-1149 907-465-4842 http://labor.state.ak.us/lss/home.htm Caleb Comas, Contract Administrator City and Borough of Juneau 155 S. Seward Street Juneau, AK 99801 (907) 586-0800 ext. 4196 caleb.comas@juneau.org

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233

ALASKA LABOR STANDARDS, REPORTING AND PREVAILING WAGE RATE DETERMINATION Page 00830-1

# SECTION 00830 APPENDIX A

Laborers' & Mechanics' Minimum Rates of Pay

Pamphlet 600 Effective April 1, 2022

# MINIMUM RATES OF PAY For Laborers and Mechanics

Effective April 1, 2022

Issue 44

### PAMPHLET No. 600

TYLER RENTA

Title 36. Public Contracts AS 36.05

### DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

Wage and Hour

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### Department of Labor and Workforce Development

Office of the Commissioner

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

April 1, 2022

#### TO ALL CONTRACTING AGENCIES:

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

This pamphlet identifies current prevailing wage rates for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2022.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of April 11, 2022, 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 <u>latest</u> 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,

anke >

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. 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 <u>AS 36.05.010</u>.
- (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 <u>AS 36.05.070</u> 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'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 <u>AS 36.05.070</u>.
- (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 <u>AS 36.05.070</u>, 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.

#### **<u>8 AAC 30.900. General definitions</u>** (selected excerpts only):

In this chapter and in AS 36

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

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

#### ADDITIONAL INFORMATION

#### PER DIEM

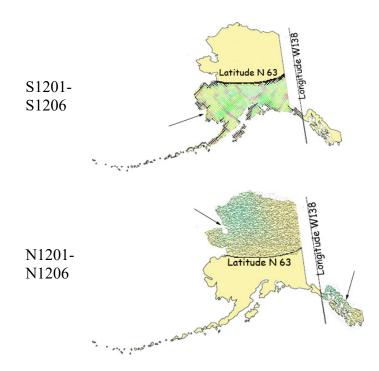
**Notice:** New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC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

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

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

#### LABORER CLASSIFICATION CLARIFICATION

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



#### **APPRENTICE RATES**

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

#### FRINGE BENEFIT PLANS

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

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of <u>8 AAC 30.020(c)</u>, 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 <u>8 AAC 30.025</u> (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 <u>8 AAC 30.050(a)</u> of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner <u>at least 30 days before the award of the contract</u>. 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 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 Web site: http://labor.state.ak.us/lss/pamp600.htm

#### Anchorage

Juneau

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 Fairbanks

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

#### LABOR STANDARDS AND SAFETY NOTICE REQUESTS

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

<u>AS 36.05.090(b)</u> 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

No companies are currently debarred.

## Laborers' & Mechanics' Minimum Rates of Pay

Class Code Classification of Laborers & Mechanics	BHR H&V	V PEN	TRN	Other ]	Benefits	THR
Boilermakers						
*See per diem note on last page						
A0101 Boilermaker (journeyman)	46.97 8.57	18.08	1.90	<b>VAC</b> 4.25	<b>SAF</b> 0.34	80.11
Bricklayers & Blocklayers						
*See per diem note on last page						
A0201 Blocklayer	42.01 9.00	10.20	0.62	L&M 0.20		62.03
Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter						
A0202 Tuck Pointer Caulker	42.01 9.00	10.20	0.62	L&M 0.20		62.03
Cleaner (PCC) A0203 Marble & Tile Finisher	35.84 9.00	10.20	0.62	L&M 0.20		55.86
	55.04 7.00	10.20	0.02	0.20		55.00
A0204       Torginal Applicator	35.84 9.00	10.20	0.62	L&M 0.20		55.86
Carpenters, Region I (North of 63 latitude)						
*See per diem note on last page						
N0301 Carpenter (journeyman)	42.34 10.0	8 15.23	1.75		<b>SAF</b> 0.20	69.80
Lather/Drywall/Acoustical						
Carpenters, Region II (South of N63 latitude) *See per diem note on last page						
S0301 Carpenter (journeyman)	42.34 10.0	8 15.77	1.75	L&M 0.20	<b>SAF</b> 0.20	70.34
Lather/Drywall/Acoustical						
Cement Masons *See per diem note on last page						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
	nt Masons						
2	*See per diem note on last page						
						L&M	
A0401	Group I, including:	40.13	8.70	11.80	1.43	0.10	62.16
	Application of Sealing Compound						
	Application of Underlayment						
	Building, General						
	Cement Finisher						
	Cement Mason (journeyman)						
	Concrete						
	Concrete Paving						
	Concrete Polishing						
	Concrete Repair						
	1						
	Curb & Gutter, Sidewalk Curing of All Concrete						
	General Concrete Pour Tender						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Screeder or Rodder						
	Spackling/Skim Coating						
10402	Group II, including:	40.13	8 70	11.80	1 / 3	L&M 0.10	62.16
A0402	Group II, including.	40.15	0.70	11.00	1.45	0.10	02.10
	Form Setter						
						L&M	
A0403	Group III, including:	40.13	8.70	11.80	1.43	0.10	62.16
	Concrete Saw Cutter Operator (All Control Joints and Self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator (all concrete surfaces)					тем	
A 0404	Group IV, including:	40.13	8 70	11.80	1 43	L&M 0.10	62.16
A0404	Group IV, meruding.	40.15	0.70	11.00	1.+5	0.10	02.10
	Acoustical or Imitation Acoustical Finish						
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Gunite Nozzleman						
	Hand Powered Grinder						
Wa	ge benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancem	nent fund: LF	G=lega	l fund: I	&M=la	bor/management fun	d:

Code Classification of Laborers & Mechanics	BHR H&W PEN 7	<b>FRN</b> Other B	enefits THR
Cement Masons *See per diem note on last page			
See per dielli note on last page			
A0404 Group IV, including:	40.13 8.70 11.80	L&M 1.43 0.10	62.16
Preparing, scratching and browsing of all ceilings and walls, finished with terrazo or tile Tunnel Worker			
Tunnel worker		L&M	
A0405 Group V, including:	40.13 8.70 11.80	1.43 0.10	62.16
Casting and finishing EIFS Systems Finishing of all interior and exterior plastering Fireproofing (Pryocrete, Cafco, Albi-Clad, sprayed fiberglass) Gypsum, Portland Cement Kindred material and products Operation and control of all types of plastering machines, including power tools and floats, used by the industry Overcoating and maintenance of interior/exterior plaster surfaces Plasterer Veneer plastering process (Rapid Plaster, U.S.G. "Imperial Systems", and Pabcoat Systems") Venetian plaster and color-integrated Italian/Middle-Eastern line plaster			
Culinary Workers			
A0501 Baker/Cook	28.37 7.31 7.56	LEG	43.24
A0503 General Helper	25.07 7.31 7.56	LEG	39.94
Housekeeper Janitor			
Kitchen Helper         A0504 Head Cook	28.97 7.31 7.56	LEG	43.84
A0505 Head Housekeeper	25.45 7.31 7.56	LEG	40.32
Head Kitchen Help			
Dredgemen *See per diem note on last page			
A0601 Assistant Engineer	42.76 11.05 13.75	<b>L&amp;M</b> 1.00 0.10	0.05 68.71
Craneman			

Class

Class Code	Classification of Laborers & Mechanics	BHR H&W	PEN	TRN	Other	Benefits	THR
<b>Dredg</b>							
*	*See per diem note on last page						
<u>A0601</u>	Assistant Engineer	42.76 11.05	13.75	1.00	L&M 0.10	0.05	68.71
	Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder						
<u>A0602</u>	Assistant Mate (deckhand)	41.60 11.05	13.75	1.00	L&M 0.10	0.05	67.55
<u>A0603</u>	Fireman	42.04 11.05	13.75	1.00	<b>L&amp;M</b> 0.10	0.05	67.99
<u>A0605</u>	Leverman Clamshell	45.29 11.05	13.75	1.00	L&M 0.10	0.05	71.24
<u>A0606</u>	Leverman Hydraulic	43.53 11.05	13.75	1.00	L&M 0.10	0.05	69.48
<u>A0607</u>	Mate & Boatman	42.76 11.05	13.75	1.00	L&M 0.10	0.05	68.71
<u>A0608</u>	Oiler (dredge)	42.04 11.05	13.75	1.00	<b>L&amp;M</b> 0.10	0.05	67.99
Electri *	icians *See per diem note on last page						
A0701	Inside Cable Splicer	42.77 14.23	13.92	0.95	L&M 0.20	<b>LEG</b> 0.15	72.22
<u>A0702</u>	Inside Journeyman Wireman, including:	42.44 14.23	14.16	0.95	L&M 0.20	<b>LEG</b> 0.15	72.13
	Technicians (including use of drones in electrical construction)						
<u>A0703</u>	Power Cable Splicer	63.04 14.23	19.08	0.95	L&M 0.25	<b>LEG</b> 0.15	97.70
<u>A0704</u>	Tele Com Cable Splicer	50.53 14.23	17.17	0.95	L&M 0.20	<b>LEG</b> 0.15	83.23
<u>A0705</u>	Power Journeyman Lineman, including:	61.29 14.23	19.03	0.95	L&M 0.25	<b>LEG</b> 0.15	95.90
	Power Equipment Operator Technician (including use of drones in electrical construction)						
<u>A0706</u>	Tele Com Journeyman Lineman, including:	48.78 14.23	17.11	0.95	L&M 0.20	<b>LEG</b> 0.15	81.42
	Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator						

Class Code Class	sification of Laborers & Mechanics	BHR H&W PEN	TRN	Other I	Benefits	THR
<b>Electricians</b>						
*See pe	r diem note on last page					
A0707 Straigh	t Line Installer - Repairman	48.78 14.23 17.11	0.95	L&M 0.20		81.42
A0708 Powde	rman	59.29 14.23 18.97	0.95	L&M 0.25		93.84
A0710 Materi	al Handler	26.57 13.92 5.80	0.15	L&M 0.15	<b>LEG</b> 0.15	46.74
A0712 Tree T	rimmer Groundman	29.12 14.23 13.35	0.15	L&M 0.15		57.15
A0713 Journe	yman Tree Trimmer	38.05 14.23 13.62	0.15	<b>L&amp;M</b> 0.15	<b>LEG</b> 0.15	66.35
A0714 Vegeta	tion Control Sprayer	41.60 14.23 13.73	0.15	L&M 0.15	<b>LEG</b> 0.15	70.01
A0715 Inside	Journeyman Communications CO/PBX	41.02 14.23 13.87	0.95	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.15	70.42
Elevator Wo						
*See pe	r diem note on last page					
A0802 Elevato	or Constructor	44.21 16.02 20.21	0.65	L&M 0.60	VAC 4.90	86.59
A0803 Elevato	or Constructor Mechanic	63.16 16.02 20.21	0.65	<b>L&amp;M</b> 0.60		107.65
Heat & Frost	Insulators/Asbestos Workers					
*See pe	r diem note on last page					
A0902 Asbest	os Abatement-Mechanical Systems	39.50 9.24 11.12	1.20	<b>IAF</b> 0.14	LML 0.05	61.25
A0903 Asbest	os Abatement/General Demolition All Systems	39.50 9.24 11.12	1.20	<b>IAF</b> 0.14	LML 0.05	61.25
A0904 Insulat	or, Group II	39.50 9.24 11.12	1.20	<b>IAF</b> 0.14	LML 0.05	61.25
A0905 Fire St	ор	39.50 9.24 11.12	1.20	<b>IAF</b> 0.14	LML 0.05	61.25
IronWorkers *See pe	r diem note on last page					
<b>X</b>	rkers, including:	40.82 9.51 24.28	0.76	L&M 0.20	IAF 0.24	75.81

Class Code Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other B	Benefits	THR
IronWorkers					
*See per diem note on last page					
A1101 Ironworkers, including:	40.82 9.51 24.28		L&M 0.20	IAF 0.24	75.81
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			толл	TAE	
A1102 Helicopter	41.82 9.51 24.28		L&M 0.20	IAF 0.24	76.81
Helicopter (used for rigging and setting)					
Tower (energy producing windmill type towers to include nacelle and blades)					
A1103 Fence/Barrier Installer	37.32 9.51 24.28		L&M 0.20	IAF 0.24	72.31
A1104 Guard Rail Layout Man	38.06 9.51 24.28		L&M 0.20	IAF 0.24	73.05
· · · ·					
A1105 Guard Rail Installer	38.32 9.51 24.28	0.76	L&M 0.20		73.31
	50.52 7.51 24.20	0.70	0.20	0.24	75.51
Laborers (The Alaska areas north of N63 latitude and east of W138 l	ongitude)				
*See per diem note on last page					
N1201 Group I, including:	33.00 8.95 21.16		<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	64.91
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					

<u>N1201 (</u>	Group I, including:	33.00	8.95	21.16	1.40	L&M 0.20		64.91
	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	
N1202 (	Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.91
	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

#### BHR H&W PEN TRN Other Benefits THR

#### Class Code

**Classification of Laborers & Mechanics** 

\*See per diem note on last page

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

<b>Code</b> Classification of Laborers & Mechanics	
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Floor Preparation, Core Drilling Foam Gun or Foam Machine Operator

Green Cutter (dam work)

Laborers (The Alaska areas north of N63 latitude and eas	t of W138 longitude	)		
*See per diem note on last page				
N1202 Group II, including:	34.00	8.95	21.16	1.40
Environmental Laborer (asbestos, marine 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:	34.90	8.95	21.16	1.40	0.20	0.20	66.81
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							
	Plastic Welding							
	Slurry Seal Squeegee Man							
	Traffic Control Supervisor							
	Welding Certified (in connection with laborer's work)							
						L&M	LEG	
								70.09

Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field)

Page 8

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

Class

L&M LEG 0.20 0.20

0.20 65.91

Laborers (The Alaska areas north of N63 latitude and east of W138 lo	ngitude	e)					
*See per diem note on last page							
N1204 Group IIIA	38.18	8.95	21.16	1.40	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	70.09
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 N1205 Group IV	22.57	8.95	21.16	1.40	L&M 0.20	<b>LEG</b> 0.20	54.48
Final Building Cleanup Permanent Yard Worker	- *				-	-	
N1206 Group IIIB	41.97	6.24	21.16	1.40	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	71.17
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 long	<mark>gitude)</mark>						
*See per diem note on last page							
S1201 Group I, including:	33.00	8.95	21.16	1.40	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	64.91
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							

	ers (The area that is south of N63 latitude and west of W138 lo *See per diem note on last page	ongitude)						
<u>S1201</u>	Group I, including:	33.00	8.95	21.16	1.40	L&M 0.20	<b>LEG</b> 0.20	64.91
	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	
<u>S1202</u>	Group II, including:	34.00	8.95	21.16	1.40	0.20	0.20	65.9
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							

BHR H&W PEN TRN Other Benefits THR

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

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

Class

Code

**Classification of Laborers & Mechanics** 

Class	
Code	Classification of Laborers & Mechanics

<b>Labore</b>	rs (The area that is south of N63 latitude and west of W138 lon	gitude)							
*	See per diem note on last page								
S1202	Group II, including:	34.00	8.95	5 21	.16	1.40	<b>L&amp;M</b> 0.20	<b>LEG</b> 0.20	65.91
	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								
<u>S1203</u>	Group III, including:	34.90	8.95	5 21	.16	1.40	L&M 0.20	LEG 0.20	66.81
	Bit Grinder								
	Camera/Tool/Video Operator								
	Guardrail Machine Operator								
	High Rigger & Tree Topper								
	High Scaler								
	Multiplate								
	Plastic Welding								
	Slurry Seal Squeegee Man								
	Traffic Control Supervisor								
	Welding Certified (in connection with laborer's work)								
S1204	Group IIIA	38.18	8.95	5 21	.16	1.40	0.20	0.20	70.09
	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)								

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
	ers (The area that is south of N63 latitude and west of W138 long	<mark>itude)</mark>						
*	*See per diem note on last page							
<u>S1204</u>	Group IIIA	38.18	8.95	21.16	1.40	L&M 0.20	LEG 0.20	70.09
	Traffic Control Supervisor, DOT Qualified							
<u>81205</u>	Group IV	22.57	8.95	21.16	1.40	L&M 0.20	LEG 0.20	54.48
	Final Building Cleanup Permanent Yard Worker					TON		
S1206	Group IIIB	41.97	6.24	21.16	1.40	L&M 0.20	LEG 0.20	71.17
	<ul> <li>Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)(over 5,000 hours)</li> <li>Federal Powderman (Responsible Person in Charge)</li> <li>Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)</li> <li>Pioneer Drilling &amp; Drilling Off Tugger (all type drills)(over 5,000 hours)</li> <li>Stake Hopper</li> </ul>							
<b>Millw</b>	rights							
×	*See per diem note on last page							
<u>A1251</u>	Millwright (journeyman)	44.00	10.08	12.28	1.10	<b>L&amp;M</b> 0.40	0.05	67.91
<u>A1252</u>	Millwright Welder	45.00	10.08	12.28	1.10	L&M 0.40	0.05	68.91
Painte	rs, Region I (North of N63 latitude)							
	*See per diem note on last page							
N1301	Group I, including:	34.25	8.85	15.10	1.08	L&M 0.07		59.35
	Brush General Painter Hand Taping Hazardous Material Handler Lead-Based Paint Abatement Roll					1 0 1 2		
N1302	Group II, including:	34.77	8.85	15.10	1.08	L&M 0.07		59.87
	Bridge Painter Epoxy Applicator General Drywall Finisher Hand/Spray Texturing Industrial Coatings Specialist ge benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancemen				6 M 1	h		1

I 59.87
69.32
54.91
64.27
I 57.34
I 58.59

Class Code Classification of Labore	ers & Mechanics BHR H&	W PEN	TRN	Other B	Benefits	THR
Painters, Region II (South of N6	3 latitude)					
*See per diem note on last p	age					
				L&M		
<b>S1303</b> Group III, including :	32.74 8.8	5 15.95	5 1.08			58.69
Bridge Painter						
Epoxy Applicator						
Industrial Coatings Specialis	st					
Pot Tender						
Sandblasting						
Specialty Painter						
Structural Steel Painter						
				L&M		
S1304 Group IV, including:	41.37 8.8	5 17.25	5 1.08	0.07		68.62
Glazier						
Storefront/Automatic Door I	Mechanic					
				L&M		
<b>S1305</b> Group V, including:	39.86 8.8	5 5.00	1.10	0.10		54.91
Carpet Installer						
Floor Coverer						
Heat Weld/Cove Base						
Linoleum/Soft Tile Installer						
<b>S1306</b> Group VI, including:	48.17 9.9	0 5.00	1.10	0.10		64.27
Traffic Control Striper						
Piledrivers						
*See per diem note on last p	lage					
				L&M	IAF	
A1401 Piledriver	42.34 10.0	8 15.23	3 1.75	0.20	0.20	69.80
Assistant Dive Tender						
Carpenter/Piledriver						
Rigger						
Sheet Stabber						
Skiff Operator						
				L&M	IAF	
A1402 Piledriver-Welder/Toxic Wo	rker 43.34 10.0	8 15.23	3 1.75	0.20	0.20	70.80
				L&M	IAF	
A1403 Remotely Operated Vehicle	Pilot/Technician 46.65 10.0	8 15.23	3 1.75		0.20	74.11
Single Atmosphere Suit, Bel	l or Submersible Pilot					
				L&M	IAF	
A1404 Diver (working) **See note	on last page 86.45 10.0	8 15.23	3 1.75	0.20		113.91

Class

Class Code Classification of Laborers & Mechanics	BHR H&W PEN TRN Other Benefits THI
Piledrivers	
*See per diem note on last page	
A1405 Diver (standby) **See note on last page	L&M         IAF           46.65         10.08         15.23         1.75         0.20         0.20         74.1
A1406 Dive Tender **See note on last page	L&M         IAF           45.65         10.08         15.23         1.75         0.20         0.20         73.1
A1407 Welder (American Welding Society, Certified Welding Inspector)	L&M         IAF           47.90         10.08         15.23         1.75         0.20         0.20         75.3
Plumbers, Region I (North of N63 latitude) *See per diem note on last page	
N1501 Journeyman Pipefitter	<b>L&amp;M S&amp;L</b> 42.91 11.75 17.45 1.50 0.65 74.2
Plumber Welder	
Plumbers, Region II (South of N63 latitude) *See per diem note on last page	
S1501 Journeyman Pipefitter	<b>L&amp;M</b> 41.00 11.38 15.27 1.55 0.20 69.4
Plumber Welder	
Plumbers, Region IIA (1st Judicial District) *See per diem note on last page	
X1501 Journeyman Pipefitter	L&M 40.82 13.37 11.75 2.50 0.24 68.6
Plumber Welder	
Power Equipment Operators *See per diem note on last page	
A1601 Group I, including:	<b>L&amp;M</b> 43.53 11.05 13.75 1.00 0.10 0.05 69.4
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	

Class Code C	lassification of Laborers & Mechanics
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BHR H&W PEN TRN Other Benefits THR

# Power Equipment Operators

\*See per diem note on last page

Group I, including:	43.53 1	<u>11.05</u> 1	3.75	1.00	L&M 0.10	0.05	69.4
Cleaning Machine							
Coating Machine							
Concrete Hydro Blaster							
Cranes (45 tons & under or 150 feet of boom & under (including jib &							
attachments))							
(a) Hydralifts or Transporters, (all track or truck type)							
(b) Derricks							
(c) Overhead							
Crushers							
Deck Winches, Double Drum							
Ditching or Trenching Machine (16 inch or over)							
Drag Scraper, Yarder, and similar types							
Drilling Machines, Core, Cable, Rotary and Exploration							
Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine							
Grade Checker and/or Line and Grade including Drone							
Helicopters							
Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat							
Hydro Ax, Feller Buncher & similar							
Hydro Excavation (Vac-Truck and Similar)							
Loaders (2 1/2 yards through 5 yards, including all attachments):							
(a) Forklifts (with telescopic boom & swing attachment)							
(b) Front End & Overhead, (2-1/2 yards through 5 yards)							
(c) Loaders, (with forks or pipe clamp)							
(d) Loaders, (elevating belt type, Euclid & similar types)							
Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)							
Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer							
Micro Tunneling Machine							
Mixers: Mobile type with hoist combination							
Motor Patrol Grader							
Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill							
Operator and/or Shield							
Off-Road Hauler (including Articulating and Haul Trucks)							
Operator on Dredges							
Piledriver Engineer, L.B. Foster, Puller or similar paving breaker							
Plant Operator (Asphalt & Concrete)							
Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)							
Remote Controlled Equipment							
Scraper (through 40 yards)							

Class Code	<b>Classification of Laborers &amp; Mechanics</b>	BHR H&W PEN	TRN	Other l	Benefits	THR
Power	Equipment Operators					
*	See per diem note on last page					
				L&M		
A1601	Group I, including:	43.53 11.05 13.73	5 1.00		0.05	69.48
	Samia Oilar/Samia Fraince					
	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:	45.29 11.05 13.73	5 1.00		0.05	71.24
	$C_{1}$					
	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)					
				L&M		
A1603	Group II, including:	42.76 11.05 13.73	5 1.00	0.10	0.05	68.71
	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					

Class

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Power Equipment Operators *See per diem note on last page		
	L&M	
1603 Group II, including:	42.76 11.05 13.75 1.00 0.10 0.05	68.7
Sideboom (cradling rock drill, regardless of size)		
Skidder		
Trenching Machines (under 16 inches)		
Water/Waste Water Treatment Operator		
	L&M	
1604 Group III, including:	42.04 11.05 13.75 1.00 0.10 0.05	67.9
"A" Frame Trucks, Deck Winches		
Bombardier (tack or tow rig)		
Boring Machine		
Brooms, Power (sweeper, elevator, vacuum, or similar)		
Bump Cutter		
Compressor		
Farm Tractor		
Forklift, Industrial Type		
Gin Truck or Winch Truck (with poles when used for hoisting)		
Hoists, Air Tuggers, Elevators		
Loaders:		
(a) Elevating-Athey, Barber Greene & similar types		
(b) Forklifts or Lumber Carrier (on construction job sites)		
(c) Forklifts, (with tower)		
(d) Overhead & Front End, (under 2-1/2 yards)		
Locomotives: Dinkey (air, steam, gas & electric) Speeders		
Mechanics, Light Duty		
Oil, Blower Distribution		
Posthole Digger, Mechanical		
Pot Fireman (power agitated)		
Power Plant, Turbine Operator, (under 200 k.w.)		
Pumps, Water		
Roller (other than Asphalt)		
Saws, Concrete		
Skid Hustler		
Skid Steer (with all attachments)		
Stake Hopper		
Straightening Machine		
Tow Tractor		
	L&M	
1605 Group IV, including:	35.83 11.05 13.75 1.00 0.10 0.05	61.'

Crane Assistant Engineer/Rig Oiler Drill Helper Parts & Equipment Coordinator

Class Code Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other B	enefits	5 THR
Power Equipment Operators					
*See per diem note on last page					
			L&M		
<b>1605</b> Group IV, including:	35.83 11.05 13.75	1.00	0.10	0.05	61.7
Smotter					
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 13.75 3.91	0.81	0.10	0.06	63.2
			L&M		
1702 Roofer Material Handler	31.23 13.75 3.91	0.81	0.10	0.06	49.8
Sheet Metal Workers, Region I (North of N63 latitude)					
*See per diem note on last page					
			L&M		
V1801 Sheet Metal Journeyman	49.04 11.85 14.61	1.80	0.12		77.4
Air Balancing and duct cleaning of HVAC systems					
Brazing, soldering or welding of metals					
Demolition of sheet metal HVAC systems					
Fabrication and installation of exterior wall sheathing, siding, metal					
roofing, flashing, decking and architectural sheet metal work					
Fabrication and installation of heating, ventilation and air conditioning					
ducts and equipment					
Fabrication and installation of louvers and hoods					
Fabrication and installation of sheet metal lagging Fabrication and installation of stainless steel commercial or industrial					
food service equipment					
Manufacture, fabrication assembly, installation and alteration of all					
ferrous and nonferrous metal work					
Metal lavatory partitions					
Preparation of drawings taken from architectural and engineering plans					
required for fabrication and erection of sheet metal work Sheet Metal shelving					
Sheet Metal venting, chimneys and breaching					
Skylight installation					
Sheet Metal Workers, Region II (South of N63 latitude)					
*See per diem note on last page					
			L&M		
S1801 Sheet Metal Journeyman	43.75 11.85 14.39		0.43		72.1

<u>S1801</u>	Sheet Metal Journeyman	43.75 11.85 14.39	1.68	0.43	72.10
	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				
<mark>Sprink</mark>	der Fitters				
-	*See per diem note on last page				
				L&M	
A1901	Sprinkler Fitter	49.10 10.55 18.15	0.52	0.25	78.57
<mark>Surve</mark> y	yors				
গ	*See per diem note on last page				
				L&M	
A2001	Chief of Parties	46.16 12.23 13.64	1.15	0.10	73.28
				L&M	
A2002	Party Chief	44.57 12.23 13.64	1.15	0.10	71.69
				L&M	
A2003	Line & Grade Technician/Office Technician/GPS, Drones	43.97 12.23 13.64	1.15	0.10	71.09
				L&M	
A2004	Associate Party Chief (including Instrument Person & Head Chain	41.85 12.23 13.64	1.15	0.10	68.97
-					

A2006 Chain Person (for crews with more than 2 people)

Person)/Stake Hop/Grademan

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#### BHR H&W PEN TRN Other Benefits THR

L&M

L&M

64.63

37.51 12.23 13.64 1.15 0.10

Class Code

**Classification of Laborers & Mechanics** 

Sheet Metal Workers, Region II (South of N63 latitude)

\*See per diem note on last page

Class	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other Benefits	THR
<b>Truck</b>	Drivers				
;	*See per diem note on last page				
				L&M	
A2101	Group I, including:	42.94 12.23 13.64	1.15	0.10	70.06
	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)				
				L&M	
A2102	Group 1A including:	44.21 12.23 13.64	1.15	0.10	71.33
	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)				
				L&M	
A2103	Group II, including:	41.68 12.23 13.64	1.15	0.10	68.80
	All Deltas, Commanders, Rollagons, & similar equipment				
	Batch Trucks (8 yards & up)				
	Batch Trucks (up to & including 7 yards)				
	Boom Truck/Knuckle Truck (over 5 tons)				
	Cacasco Truck/Heat Stress Truck				
	Construction and Material Safety Technician				
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards				
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)				
	Mechanics				
	Oil Distributor Driver				
	Partsman				
	Ready-mix (up to & including 12 yards)				
	Stringing Truck				

Class

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Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other Benef	its THR
<b>Truck</b>	Drivers				
*	See per diem note on last page				
				L&M	
A2103	Group II, including:	41.68 12.23 13.64	1.15	0.10	68.80
	· · ·				
	Turn-O-Wagon or DW-10 (not self loading)				
A2104	Group III, including:	40.86 12.23 13.64	1.15	L&M 0.10	67.98
	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:	40.28 12.23 13.64	1.15	0.10	67.4
	Air Cushion or similar type vehicle				
	All Terrain Vehicle				
	Buggymobile				
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)				
	Bus Operator (over 30 passengers)				
	Cement Spreader, Dry				
	Combination Truck-Fuel & Grease				
	Compactor (when pulled by rubber tired equipment)				
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards				
	Dumpster				
	Expeditor (general)				
	Fire Truck/Ambulance Driver				
	Flat Beds, Dual Rear Axle				
	Foam Distributor Truck Dual Axle				
	Front End Loader with Fork				
	Grease Truck				
	Hydro Seeder, Dual Axle				
	Hyster Operators (handling bulk aggregate)				
	Loadmaster (air & water operations)				
	Lumber Carrier				
	Ready-mix, (up to & including 7 yards)				
	Rigger (air/water/oilfield)				
	Tireman, Light Duty				
** 7	ge benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advanceme			• /	

Class Code	Classification of Laborers & Mechanics	BHR H&W PEN	TRN	Other I	Benefits	THR
<b>Fruck</b>	Drivers					
×	*See per diem note on last page					
				L&M		
A2105	Group IV, including:	40.28 12.23 13.64	1.15	0.10		67.40
	Track Truck Equipment					
	Truck Vacuum Sweeper					
	Warehouseperson					
	Water Truck (Below 250 Bbls)					
	Water Truck (straight)					
	Water Wagon, Semi					
	6 ,			L&M		
A2106	Group V, including:	39.52 12.23 13.64	1.15	0.10		66.64
	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)					
Tunne	l Workers, Laborers (The Alaska areas north of N63 latitude a	and east of W138 lon	gitud	e)		
	*See per diem note on last page		.g	-)		
	· · · ·			L&M	LEG	
N2201	Group I, including:	36.30 8.95 21.16	1.40	0.20	0.20	68.21
	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:	37.40 8.95 21.16	1.40	0.20	0.20	69.31
	Burning & Cutting Torch					
	Certified Erosion Sediment Control Lead (CESCL Laborer)					

	l Workers, Laborers (The Alaska areas north of N63 latitude and See per diem note on last page	d east	of W	138 lor	ngitud	e)		
	Group II, including:	37.40	8.95	21.16	1.40	L&M 0.20	LEG 0.20	69.3
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							
N2203	Group III, including:	38.39	8.95	21.16	1.40	L&M 0.20	LEG 0.20	70.3
	Miner							
	Retimberman							
						L&M		
N2204	Group IIIA, including:	42.00	8.95	21.16	1.40	0.20	0.20	73.9
	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							
N2206	Group IIIB, including:	46.17	6.24	21.16	1.40	L&M 0.20	LEG 0.20	75.3
	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							
Tunne	l Workers, Laborers (The area that is south of N63 latitude and	west o	f W13	38 long		)		
	See per diem note on last page					,		
		<b>_</b> .				L&M		
S2201	Group I, including:	36.30	8.95	21.16	1.40	0.20	0.20	68.2
	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:       37.40         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:       38.39         Miner       Retimberman         S2204       Group IIIA, including:       42.00         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)         Pipelayer       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       Traffic Control Supervisor, DOT Qualified	F W138         8.95       2         8.95       2         8.95       2         8.95       2         8.95       2	<u>21.16</u> 21.16	<u>1.40</u>	L&M 0.20 L&M 0.20	LEG 0.20 LEG 0.20	<u>68.21</u> <u>69.31</u> <u>70.30</u>
S2201       Group I, including:       36.30         Topman & Bull Gang Tunnel Track Laborer       37.40         S2202       Group II, including:       37.40         Burning & Cutting Torch Certified Erosion Sediment Control Lead (CESCL Laborer) Concrete Laborer       37.40         Floor Preparation, Core Drilling Jackhammer/Chipping Gun or Pavement Breaker Laser Instrument Operator Nozzlemen, Pumperete or Shotcrete Pipelayer Helper       38.39         S2203       Group III, including:       38.39         Miner Retimberman       38.39         S2204       Group IIIA, including:       42.00         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       Supervisor, DOT Qualified	8.95 2 8.95 2	<u>21.16</u> 21.16	1.40	0.20 L&M 0.20	0.20 LEG 0.20	69.31
Topman & Bull Gang         Tunnel Track Laborer         S2202       Group II, including:       37.40         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:       38.39         Miner       Retimberman         S2204       Group IIIA, including:       42.00         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)         Pipelayer       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       Traffic Control Supervisor, DOT Qualified	8.95 2 8.95 2	<u>21.16</u> 21.16	1.40	0.20 L&M 0.20	0.20 LEG 0.20	69.31
Tunnel Track Laborer       37.40         S2202       Group II, including:       37.40         Burning & Cutting Torch Certified Erosion Sediment Control Lead (CESCL Laborer) Concrete Laborer       Schwarten         Floor Preparation, Core Drilling Jackhammer/Chipping Gun or Pavement Breaker       Laser Instrument Operator         Nozzlemen, Pumpcrete or Shotcrete Pipelayer Helper       38.39         S2203       Group III, including:       38.39         Miner Retimberman       38.39         S2204       Group IIIA, including:       42.00         Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field)       27.10         Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)       Pioerer Drilling & Drilling Off Tugger (all type drills)         Pipelayer       Powderman (Employee Possessor)       Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)         Traffic Control Supervisor, DOT Qualified       Traffic Control Supervisor, DOT Qualified	8.95 2	21.16		0.20 L&M 0.20	0.20 LEG	
S2202       Group II, including:       37.40         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       38.39         S2203       Group III, including:       38.39         Miner       Retimberman       42.00         S2204       Group IIIA, including:       42.00         Miper (including, but not limited to wagon drills, air-track drills, hydraulic drills)       Pioleaver (all type drills)         Pipelayer       Powderman (Employee Possessor)       Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)         Taffic Control Supervisor, DOT Qualified       Store Vertific Control Supervisor, DOT Qualified	8.95 2	21.16		0.20 L&M 0.20	0.20 LEG	
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:         S2204       Group IIIA, including:         S2204       Group IIIA, including:         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	8.95 2	21.16		0.20 L&M 0.20	0.20 LEG	
Certified Erosion Sediment Control Lead (CESCL Laborer) Concrete Laborer Floor Preparation, Core Drilling Jackhammer/Chipping Gun or Pavement Breaker Laser Instrument Operator Nozzlemen, Pumpcrete or Shotcrete Pipelayer Helper <b>S2203</b> Group III, including: 38.39 Miner Retimberman <b>S2204</b> Group IIIA, including: 42.00 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			<u>1.40</u>	0.20		70.30
Certified Erosion Sediment Control Lead (CESCL Laborer) Concrete Laborer Floor Preparation, Core Drilling Jackhammer/Chipping Gun or Pavement Breaker Laser Instrument Operator Nozzlemen, Pumpcrete or Shotcrete Pipelayer Helper <b>S2203</b> Group III, including: 38.39 Miner Retimberman <b>S2204</b> Group IIIA, including: 42.00 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			1.40	0.20		70.30
Concrete Laborer Floor Preparation, Core Drilling Jackhammer/Chipping Gun or Pavement Breaker Laser Instrument Operator Nozzlemen, Pumpcrete or Shotcrete Pipelayer Helper <b>S2203</b> Group III, including: 38.39 Miner Retimberman <b>S2204</b> Group IIIA, including: 42.00 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			1.40	0.20		70.30
Jackhammer/Chipping Gun or Pavement Breaker Laser Instrument Operator Nozzlemen, Pumpcrete or Shotcrete Pipelayer Helper 38.39 Miner Retimberman 38.204 Group IIIA, including: 38.39 Miner Retimberman 32204 Group IIIA, including: 42.00 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			1.40	0.20		70.30
Laser Instrument Operator Nozzlemen, Pumpcrete or Shotcrete Pipelayer Helper 38.39 Miner Retimberman 38.204 Group IIIA, including: 38.39 38.39 Miner Retimberman 32204 Group IIIA, including: 42.00 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			1.40	0.20		70.30
Nozzlemen, Pumpcrete or Shotcrete         Pipelayer Helper         S2203       Group III, including:       38.39         Miner       Retimberman         S2204       Group IIIA, including:       42.00         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			1.40	0.20		70.30
Pipelayer Helper         S2203       Group III, including:       38.39         Miner       Retimberman       42.00         S2204       Group IIIA, including:       42.00         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			1.40	0.20		70.30
S2203       Group III, including:       38.39         Miner       Retimberman         S2204       Group IIIA, including:       42.00         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			1.40	0.20		70.30
Miner RetimbermanS2204Group IIIA, including:42.00Asphalt 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			1.40	0.20		70.30
RetimbermanS2204Group IIIA, including:42.00Asphalt 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)PipelayerPowderman (Employee Possessor)Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified	8.95 2	21.16		TONE		
S2204Group IIIA, including:42.00Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field) Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)9000000000000000000000000000000000000	8.95 2	21.16		1 0 14		
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	8.95 2	21.16		TONE		
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	8.95 2	21.16		L&M	LEG	
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			1.40	0.20	0.20	73.91
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						
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						
Pipelayer Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified						
Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified						
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified						
Traffic Control Supervisor, DOT Qualified						
				L&M	LEC	
<b>S2206</b> Group IIIB, including: 46.17	6.24 2	21.16	1.40	0.20	0.20	75.37
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						

Class Code Classification of Laborers & Mechanics

BHR H&W PEN TRN Other Benefits THR

<b>Tunnel Workers, Power Equipment Operators</b> *See per diem note on last page		
<b>A2207</b> Group I	L&M 47.88 11.05 13.75 1.00 0.10 0.05 7	73.83
A2207 Gloup 1	47.88 11.05 15.75 1.00 0.10 0.05 7	/3.83
A2208 Group IA		75.77
	L&M	
A2209 Group II	47.04 11.05 13.75 1.00 0.10 0.05 7	72.99
A2210 Group III	L&M 46.24 11.05 13.75 1.00 0.10 0.05 7	72.19
	L&M	
A2211 Group IV	39.41 11.05 13.75 1.00 0.10 0.05 6	65.36

\* 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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#### **Shipyard Rates Addendum**

This Addendum was developed to address the specialized industry of shipbuilding/repair in Alaska, as it relates to public works. For the purposes of providing rates for shipyard work the Department is adopting Shipyard rates from the state of Washington (King County). These rates only apply to work done in shipbuilding/repair in Alaska, under a public contract. This addendum will be updated two times a year to coincide with the corresponding Issue of *Laborers and Mechanics MINIMUM RATES OF PAY*.

Class Code		BHR H&W PEN TRN Other Benefits THR
Shipyard Workers *See total hourly(THR) note below		
A2300	Ship Building/Repair Boilermaker	47.45
A2305	Ship Building/Repair Carpenter	47.35
A2310	Ship Building/Repair Crane Operator	45.06
A2315	Ship Building/Repair Electrician	48.92
A2320	Ship Building/Repair Heat & Frost Insulator	82.02
A2325	Ship Building/Repair Laborer	47.35
A2330	Ship Building/Repair Mechanist	47.35
A2335	Ship Building/Repair Operating Engineer	45.06
A2340	Ship Building/Repair Painter	47.35
A2345	Ship Building/Repair Pipefitter	47.35
A2350	Ship Building/Repair Rigger	47.45
A2355	Ship Building/Repair Sheet Metal	47.35
A2360	Ship Building/Repair Shipwright	47.35
A2365	Ship Building/Repair Warehouse	45.06

\*The THR includes the base hourly rate (BHR) and fringe benefits. Employers must pay a BHR and fringe benefit package that adds up to the THR. Fringe benefits included in the THR can be paid to employees in three ways; paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

#### **SECTION 00853 - STANDARD DETAILS**

#### PART 1 - GENERAL

#### 1.1 STANDARD DETAILS

- A. Whenever references are made to the Standard Drawings or Standard Details in these plans or Specifications the intent is to refer to the current City and Borough of Juneau Standard Details (currently the 4th Edition dated August 2011), copies of which may be purchased from the CBJ Engineering Department.
- B. City and Borough of Juneau Standard Details which specifically apply to this Project include but are not limited to the following:

#### LIST OF DETAILS

STANDARD DETAIL	
NO.	NAME OF DETAIL
206A	STANDARD MANHOLE COVER AND FRAME

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

## PART 3 - EXECUTION (Not Used)

#### **END OF SECTION**

#### **SECTION 01100 – SUMMARY OF WORK**

## SECTION 01100 - SUMMARY OF WORK

#### PART 1 GENERAL

#### 1.1 PROJECT

A. The WORK to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation and services, including fuel, power, water, and essential communications, and performing all WORK, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

#### A. DESCRIPTION OF WORK

The purpose of this project is to modify the existing hospital heating and backup generator system fuel lines and piping, providing a fully functional fuel supply system.

A temporary fuel tank shall be provided to supply the boilers during construction.

New underground fuel lines will be run from the existing underground tank to the new pumps and controller. All belowground piping shall be sloped back to the tank. The existing belowground fuel lines shall be capped and abandoned in place. The existing tank vent will be extended above the roof line and away from any air intake locations. The fill system will be modified to allow the fuel truck to gravity feed directly into the tank. A sealing system on the on-grade manhole covers will be installed to address the infiltration concern.

Inside the mechanical room, the piping will be modified and a new pump control system installed. The existing day tank will be replaced with a double wall day tank, and a new set of return pumps will be installed. New conduit and conductors will be installed to power the pump. A new disconnect switch will be installed at the pump control panel.

#### 1.3 CONTRACT DESCRIPTION

B. Contract Type: The WORK will be completed under a LUMP SUM contract.

#### 1.2 GENERAL INFORMATION

CBJ BARTLETT REGIONAL HOSPITAL – FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233 SUMMARY OF WORK 01100 - 1

## SECTION 01100 – SUMMARY OF WORK

- A. All on-site construction storage will require coordination with the Owner and shall ensure emergency access to all parts of the building at any time.
- B. The Contractor's use of equipment owned by the City and Borough of Juneau shall not be allowed for this project.

## 1.3 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is shown on drawings.
- B. Scope of alterations work is shown on drawings.

#### 1.4 OWNER OCCUPANCY

- A. Owner intends to continue to occupy necessary portions of the existing building during the entire construction period. Except for allowed outages, the boiler system will remain in operation during the entire construction period. City workers will occupy the building as necessary for continued operations and maintenance.
- B. Owner intends to continue to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.
- E. Notification shall be provided to the Owner a minimum of 7 days in advance for any work located in the existing portion of the building that will conflict with the Owner's operations or for scheduled shutdowns.

## 1.5 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy and use of emergency equipment.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways or other public ways without permit.
- D. Existing building spaces may not be used for storage unless approved and designated by the Owner.
- E. Utility Outages and Shutdown:

Do not disrupt or shut down utilities, including but not limited to fire

1.

#### **SECTION 01100 – SUMMARY OF WORK**

alarm system, without 7 days' notice to Owner and authorities having jurisdiction.

2. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01100

## SECTION 01200 - PRICE AND PAYMENT PROCEDURES

## PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Price and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

## 1.2 RELATED REQUIREMENTS

- A. Section 01300 Administrative Requirements.
- B. Section 01600 Execution Requirements.
- 1.3 SCHEDULE OF VALUES
  - A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Engineer for approval.
  - B. Forms filled out by hand will not be accepted.
  - C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
  - D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization.
  - E. Revise schedule to list approved Change Orders, with each Application For Payment.

## 1.4 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Engineer for approval.
- C. Forms filled out by hand will not be accepted.

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233 PRICE AND PAYMENT PROCEDURES 012000 - 1

- D. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage, if applicable.
- E. Execute certification by original signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- H. Submit one (1) original copy of each Application for Payment.
- I. Include the following with each application:
  - 1. Transmittal letter as specified for Submittals in Section 01 30 00.
  - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.
  - 3. Suppliers' invoices and receiving reports for properly stored materials.
- J. When Engineer requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

## 1.5 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Engineer will issue instructions directly to Contractor.
- C. For other required changes, Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of

determining any change in Contract Price or Contract Time.

- 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 15 days.
- E. Contractor may propose a change by submitting a request for change to Engineer, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- G. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Owner will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After receipt of Notice of Change and new Owner invoicing format sheet, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Price.

- J. Promptly revise progress schedules to reflect any change in Contract Time, revise subschedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.
- 1.6 APPLICATION FOR FINAL PAYMENT
  - A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Price, previous payments, and sum remaining due.
  - B. Application for Final Payment will not be considered until the following have been accomplished:
    - 1. All closeout procedures specified in Section 01 70 00.
    - 2. Requirements of General Conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 012000

## SECTION 01310 - ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

## 1.1 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Progress photographs.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Submittal procedures.

#### 1.2 RELATED REQUIREMENTS

- A. General Conditions
- B. Section 01100 Summary.
- C. Section 01600 Execution Requirements: Additional coordination requirements.
- D. Section 01780 Closeout Submittals: Project record documents.

## PART 2 PRODUCTS - NOT USED

#### PART 3 EXECUTION

#### 3.1 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice to Proceed.
- B. Attendance Required:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor.

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4. Subcontractors as required.

#### C. Agenda:

- 1. Execution of Notice to Proceed.
- 2. Execution of Owner-Contractor Agreement.
- 3. Submission of executed bonds and insurance certificates.
- 4. Submission of list of Subcontractors, schedule of values, and progress schedule.
- 5. Designation of personnel representing the parties to Contract, Owner and Engineer.
- 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- 7. Scheduling.
- D. Record minutes and distribute copies within three days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

## 3.2 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress, including photographs of the site and construction progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Review of off-site fabrication and delivery schedules.
  - 7. Maintenance of progress schedule.
  - 8. Corrective measures to regain projected schedules.
  - 9. Planned progress during succeeding work period.
  - 10. Coordination of projected progress.
  - 11. Maintenance of quality and work standards.
  - 12. Effect of proposed changes on progress schedule and coordination.
  - 13. Other business relating to Work.
- E. Record minutes and distribute copies within three days after meeting to participants, with copies to Engineer, Owner, participants, and those affected by decisions made.

#### 3.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 7 days after date established in Notice to Proceed, submit preliminary schedule.
  - 1. C.P.M., P.E.R.T., Gantt Chart, or Equivalent Format; condensed to a minimum number of pages possible and still able to clearly convey the schedule information.
- B. If preliminary schedule requires revision after review, submit revised schedule within 7 days of reviewed date.
- C. Within 14 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
- D. Submit updated schedule with each Application for Payment.

#### 3.4 PROGRESS PHOTOGRAPHS

- A. Photography Type: Digital; electronic files.
  - 1. Include Date/Time Stamp.
- B. Provide photographs of site and construction throughout progress of Work.
- C. Views:
  - 1. Consult with Engineer for instructions on views required.
  - 2. Provide factual presentation.
  - 3. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- D. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: Electronic Document Submittal Service.
  - 2. File Naming: Include project identification, date and time of view, and view identification.
  - 3. Provide a minimum of 6 photographs per day for the duration of time actual construction is ongoing.

#### 3.5 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.

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- B. Submit to Engineer for review and approval a schedule of submittals based on the contract documents after Notice to Proceed.
- C. Submit individual submittals to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- D. Samples will be reviewed only for aesthetic, color, or finish selection.

#### 3.6 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Engineer's and Owner information. No action will be taken.

#### 3.7 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List with request for Substantial Completion inspection. See General Conditions section 13.10.
- B. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
    - a. Submit Operation and Maintenance manuals in a manner to allow for review, corrections, and approval. The approved Operation and Maintenance manuals shall be delivered to the project site no less than seven (7) working days prior to Substantial Completion.
  - 3. Warranties.
  - 4. Completed Contractor's Release.
  - 5. Other types as indicated or as may be required in accordance with the General Conditions.
- C. Submit to Engineer for Owner's benefit during and after project completion.

#### 3.8 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Project Closeout: Make one reproduction of submittal originally reviewed.

Submit one extra of submittals for information.

- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

#### 3.9 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

#### 3.10 SHOP DRAWINGS

- A. General:
  - 1. Shop drawings, as defined herein, consist of all drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for Contractor to illustrate some portion of the work; and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer and submitted by the Contractor to illustrate material or equipment for distinct portions of the work.

- 2. Submittal of incomplete or unchecked shop drawings will not be acceptable. Shop drawing submittals which do not clearly show Contractor's review stamp or specific written indication of Contractor review will be returned to the Contractor for resubmission.
- 3. Submittal of shop drawings not required under these Contract Documents and not shown on the schedule of submittals will be returned to Contractor unreviewed and unstamped by the Engineer.
- 4. Shop drawings taken from reproduced Construction Documents are not acceptable and will be returned to the Contractor.

#### END OF SECTION 01310

# SECTION 01510 – TEMPORARY FACILITES AND CONTROLS

# SECTION 01510 - TEMPORARY FACILITIES AND CONTROLS

# PART 1 GENERAL

# 1.1 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Vehicular access and parking.
- D. Waste removal facilities and services.

# 1.2 RELATED REQUIREMENTS

- A. General Conditions
- B. Section 01100 Project Summary: General Information.

# 1.3 TEMPORARY UTILITIES

A. Existing facilities may be used.

# 1.4 TEMPORARY SANITARY FACILITIES

- A. Use of existing facility's toilets is permitted.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, return facilities to same or better condition as originally found.

# 1.5 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access with Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Existing parking areas may be used for construction parking. Parking and storage of materials locations shall be designated by the Owner.

TEMPORARY FACILITES AND CONTROLS 01510 - 1

# SECTION 01510 – TEMPORARY FACILITES AND CONTROLS

# 1.6 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition. A location for a construction dumpster will be designated by the Owner.
- B. Properly dispose of waste at the local landfill. Contractor to pay all disposal fees.
- C. Provide containers with lids. Remove trash from site periodically.

# 1.7 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

# PART 3 EXECUTION - NOT USED

END OF SECTION 01510

# SECTION 01600 - PRODUCT REQUIREMENTS

# PART 1 GENERAL

# 1.1 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations and procedures.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

#### 1.2 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project, as called out in the Project specifications.

#### PART 2 PRODUCTS

## 2.1 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
  - 1. See drawings for list of items required to be salvaged for reuse and relocation.

PRODUCT REQUIREMENTS 01600 - 1

# 2.2 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

# 2.3 **PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

# 2.4 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver and place in location as directed; obtain receipt prior to final payment.

# PART 3 EXECUTION

# 3.1 SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for substitutions only within 15 days after date of Agreement.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Will reimburse Owner and Engineer for review or redesign services associated with reapproval by authorities.
- D. Substitution Submittal Procedure:

- 1. Submit one copy of request for substitution for consideration. Limit each request to one proposed substitution.
- 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
- 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

# 3.2 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

# 3.3 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other

contaminants.

- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01600

# SECTION 01710 - CLOSEOUT SUBMITTALS

# PART 1 GENERAL

# 1.1 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and Bonds.

# 1.2 RELATED REQUIREMENTS

- A. General Conditions
- B. Section 01310 Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

# 1.3 SUBMITTALS

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned, with Engineer comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within seven (7) calendar days before Substantial Completion inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.

CLOSEOUT SUBMITTALS 01710 - 1

- 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
- 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

# PART 2 PRODUCTS - NOT USED

# PART 3 EXECUTION

# 3.1 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model and number.
  - 2. Product substitutions or alternates utilized.
  - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

## 3.2 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

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- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

# 3.3 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.
  - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.

- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

# 3.4 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11-inch three D side ring binders with durable plastic covers; 2-inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Engineer, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24-pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

CLOSEOUT SUBMITTALS 01710 - 4

- L. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.
- M. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. List of equipment.
    - b. Parts list for each component.
    - c. Operating instructions.
    - d. Maintenance instructions for equipment and systems.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop drawings and product data.
    - b. Photocopies of warranties and bonds.
- N. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- O. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Engineer, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

#### 3.5 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION 01710

CBJ BARTLETT REGIONAL HOSPITAL -FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233 CLOSEOUT SUBMITTALS 01710 - 5

#### SECTION 00 01700 - COMPLIANCE CERTIFICATE AND RELEASE FORM

#### PROJECT: <u>CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES</u> CONTRACT NO: B<u>E22-233</u>

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

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

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

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

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

- All employees have been paid not less than the current prevailing wage rates set by the State of Alaska (or U.S. Department of Labor, as applicable).

CBJ BARTLETT REGIONAL HOSPITALFUEL SYSTEM UPGRADESCOMPLIANCE CERTIFICATE / RELEASE FORMContract No. BE22-233Page -1

- All equal employment opportunity, certified payroll and other reports have been filed in accordance with the prime contract.
- The attached list of Subcontractors is complete (required from CONTRACTOR). The City Engineer was advised and approved of all Subcontractors before WORK was performed and has approved any substitutions of Subcontractors.
- All DBE firms listed as a precondition of the prime contract award must have performed a commercially useful function in order for the WORK to count to a DBE goal. All DBE firms performed the WORK stated and have received at least the amount claimed for credit in the Contract Documents.
- All DBE Subcontractors must attach a signed statement of the payment amount received, the nature of WORK performed, whether any balance is outstanding, and indicate that no rebates are involved.
- If the amount paid is less than the amount originally claimed for DBE credit, the CONTRACTOR has attached approval from the City Engineer for underutilization.

Capacity: CONTRACTOR

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

Firm Name

Signed

Printed Name and Title

Date

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

Call (907) 586-0800 ext. 4196 if we can be of further assistance or if you have any questions.

#### SUBCONTRACTOR COMPLIANCE CERTIFICATE AND RELEASE FORM

#### PROJECT: <u>CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES</u> CONTRACT NO: B<u>E22-233</u>

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

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

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

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

for the following individual items that have yet to be paid (attach separate sheet if necessary).

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

- All employees have been paid not less than the current prevailing wage rates set by the State of Alaska (or U.S. Department of Labor, as applicable).

- All equal employment opportunity, certified payroll and other reports have been filed in accordance with the prime contract.

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

Firm Name Capacity: SUBCONTRACTOR

Sign

Printed Name and Title

Date

Prime Contractor shall return completed form to: Engineering Contracts Division, City and Borough of Juneau, 155 South Seward Street, Juneau, AK 99801 or email: caleb.comas@juneau.org Call (907) 586-0800 ext. 4196 if we can be of further assistance or if you have any questions.

# SECTION 01730 - EXECUTION REQUIREMENTS

# PART 1 GENERAL

# 1.1 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Cleaning and protection.
- E. Starting of systems and equipment.
- F. Demonstration and instruction of Owner personnel.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

# 1.2 RELATED REQUIREMENTS

- A. General Conditions
- B. Section 01100 Summary of Work: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- C. Section 01310 Administrative Requirements: Submittals procedures, Electronic document submittal service.
- D. Section 01400 Quality Control: Testing and inspection procedures.
- E. Section 01510 Temporary Facilities and Controls: Temporary exterior enclosures.
- F. Section 01705 Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

#### 1.3 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

#### 1.4 SUBMITTALS

A.See Section 01310 - Administrative Requirements, for submittal procedures.CBJ BARTLETT REGIONALEXECUTION REQUIREMENTSHOSPITAL- FUEL SYSTEM01730 - 1UPGRADESCBJ Contract No. BE22-233

- B. Cutting and Patching: Unless detailed in the design drawings, submit a written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
  - 6. Include in request:
    - a. Identification of Project.
    - b. Location and description of affected work.
    - c. Necessity for cutting or alteration.
    - d. Description of proposed work and products to be used.
    - e. Alternatives to cutting and patching.
    - f. Effect on work of Owner or separate Contractor.
    - g. Written permission of affected separate Contractor.
    - h. Date and time work will be executed.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.
- 1.5 **PROJECT CONDITIONS**
- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- 1.6 COORDINATION
  - A. See Section 01100 Project Summary for occupancy-related requirements.
  - B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
  - C. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
  - D. Coordinate completion and clean-up of work of separate sections.
  - E. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

#### PART 2 PRODUCTS

#### 2.1 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01600 Product Requirements.

#### PART 3 EXECUTION

#### 3.1 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

#### 3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

#### 3.3 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site

prior to commencing work of the section.

- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Engineer 14 days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

# 3.4 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

#### 3.5 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

- D. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- E. Restore work with new products in accordance with requirements of Contract Documents.
- F. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of the penetrated element.
- H. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

#### 3.6 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

# 3.7 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Control activity in immediate work area to prevent damage.

#### 3.8 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

- B. Notify Engineer and Owner 14 days prior to start-up of each item.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

# 3.9 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of owner personnel.

#### 3.10 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

#### 3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Engineer.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Engineer when work is considered ready for Substantial Completion. Submit a written request for inspection at least 14 days prior to the requested date of inspection. On receipt of request, the Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance

with Contract Documents and ready for Engineer's Substantial Completion inspection.

- E. Owner will occupy all of the building as specified in Section 01100 Project Summary.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Notify Engineer when work is considered finally complete and ready for Engineer's Substantial Completion final inspection.
- I. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

END OF SECTION 01730

#### **SECTION 015220 - SECURITY**

# PART 1 – GENERAL

#### 1.1 SECURITY PROGRAM

#### A. The CONTRACTOR shall:

- 1. Protect WORK, existing premises, and Using Agency's operations from theft, vandalism, unauthorized entry, and unauthorized exiting from secure areas.
- 2. Initiate security efforts in coordination with Using Agency's existing security program at initialization of Project mobilization.
- 3. Maintain security efforts throughout construction period until Final Completion.

#### 1.2 PERSONNEL IDENTIFICATION

- A. At the discretion of the OWNER, the CONTRACTOR shall:
  - 1. Require each person authorized to enter premises to possess and visibly display an identification card.
  - 2. Require return of cards from all individuals when they are no longer involved with WORK at the Project site.
- B. Identification cards shall be provided by the Using Agency and will include personal photograph; name, title and employer, and assigned number. Identification cards will be issued only after each individual has completed a special training program administered by Bartlett Regional Hospital. The program is anticipated to take less than one hour, but is mandatory. All personnel performing work in the BRH main building will be required to comply with Section 015221C Personnel Immunization Requirements.

#### 1.3 **RESTRICTIONS**

A. All personnel employed on the Project site by the CONTRACTOR, Subcontractors, Suppliers, installers and other entities engaged in WORK shall strictly adhere to the security, safety, confidentiality, and hospital compliance program requirements depicted in Section 015221A – Special Safety Requirements (ICRA), Section 015221 B – ICRA Policies, and Section 15221 C – Personnel Immunization Requirements.

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

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

#### END OF SECTION 015220

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#### SECTION 015221A – SPECIAL SAFETY REQUIREMENTS

#### PART 1 – GENERAL

#### 1.1 SAFETY PROGRAM

- A. General:
  - 1. The safety of bidders, the CONTRACTOR, their work forces in total, the USING AGENCY's personnel, patients and the public is a major concern of the OWNER and the PROJECT MANAGER. To ensure Project and campus wide safety, the CONTRACTOR shall carefully adhere to the requirements outlined within this section and within any attached BRH policies.
  - 2. CONTRACTOR shall employ a safety program to insure that CONTRACTOR's personnel and all personnel of the Subcontractors, Suppliers, Installers and material workers are trained and kept abreast of hospital safety requirements. In addition to the safety requirements enforced by code or jurisdictional entities, the CONTRACTOR's safety program shall also address fire safety and deployment plans for the Project site, response to accidental release of hazardous materials, breach of infection containment barriers, and general emergency response.
  - 3. CONTRACTOR's safety program will be provided to the PROJECT MANAGER, in writing, prior to commencement of WORK. Plans shall be periodically revised in response to issues that may arise during the course of the WORK. Such revisions shall be provided promptly to the PROJECT MANAGER.
- B. The CONTRACTOR shall;
  - 1. Abide by all applicable safety practices and requirements, irrespective of their origins.
  - 2. Attend safety related meetings as may be required by the OWNER or PROJECT MANAGER.
  - 3. CONTRACTOR shall employ a safety program to insure that CONTRACTOR's personnel and all personnel of the Subcontractors, Suppliers, Installers and material workers are trained and kept abreast of hospital safety requirements. Maintain program throughout construction period until Final Completion.

# 1.2 SAFETY STANDARDS

- A. Applicable safety related standards promulgated by safety or code enforcement agencies, such as but not limited to; AK-DEC, OSHA, Building Officials and Fire Marshal's Office representatives.
- B. Safety/guidelines and policies established by the Department of Infection Control/Safety/Facilities of Bartlett Regional Hospital covering Infection Control for Construction and Renovation. (See BRH Policy at the end of this section.)
- C. Safety guidelines and policies established by Bartlett Regional Hospital covering Interim Life Safety Plan. (See BRH Policy at the end of this section.)
- D. Safety Requirements required by the Contract Documents.

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# 1.3 SAFETY PROCEDURES

- A. In addition to devices required by safety or code enforcement agencies, the CONTRACTOR shall employ safety and containment devices (barricades, temporary separation/isolation walls, temporary directional signage, warning signs, etc.) at all locations where the public, patients or hospital staff may have access to, or mistakenly venture into, an area of active construction or an area where material / equipment items may be stored or staged. The PROJECT MANAGER will have the final determination as to the locations and the extent of the required safety containment devices and temporary directional / warning signage.
- B. As determined by the PROJECT MANAGER, and where conditions necessitate the construction of temporary exit routes or temporary exit detours, the CONTRACTOR shall develop and/or construct such routes to the standards of the Contract Documents, or the enforcement agency. The CONTRACTOR shall provide and post temporary directional and warning signs at all temporary exit routes. Such routes and all temporary signage shall be approved by the PROJECT MANAGER prior to putting them into use.
- C. Temporary signage shall consist of pre-printed 8-1/2x11 inch standard paper stock attached to walls or doors with removable painters tape. No tacks, pins or staples are to be used in conjunction with any temporary signage.
- D. CONTRACTOR shall not remove, block or otherwise obscure any of the existing permanent directional signage without specific written direction by the PROJECT MANAGER. CONTRACTOR shall cooperate with and assist the USING AGENCY in the establishment and maintenance of temporary "user oriented" direction signage.
- E. Permanent directional signage that has been disrupted or damaged during the course of construction shall be immediately repaired or replaced by the CONTRACTOR.

#### 1.4 SECURITY SERVICE

- A. The CONTRACTOR shall;
  - 1. Provide all security personnel and programs as described in Specification Section 015220 Security.
  - 2. Cooperate with the USING AGENCY, the security forces employed by the USING AGENCY and the PROJECT MANAGER to insure the security and safety of the Project, the public, patients and BRH staff, and all other facilities on the hospital campus.

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## SECTION 015221A – SPECIAL SAFETY REQUIREMENTS

#### 1.5 RESTRICTIONS WITHIN ACTIVE CONSTRUCTION AREAS

A. All personnel employed on the Project site by the CONTRACTOR, Subcontractors, Suppliers, installers and other entities engaged in WORK shall strictly adhere to the security, safety, confidentiality, and hospital compliance program requirements depicted within this section.

# 1.6 INFECTION CONTROL MEASURES

- A. The CONTRACTOR shall comply with the Infection Risk Control Assessment (ICRA): Infection Control for Construction and Renovation Policy and requirements set forth in Section 015221B.
- B. The CONTRACTOR shall complete and comply with the Personnel Immunization Requirements forms in Section 015221C.
- C. The CONTRACTOR shall comply with all current COVID-19 health mandates implemented by the State of Alaska and City and Borough of Juneau, and all BRH policies related to COVID-19 as set forth in Section 015221B.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

# END OF SECTION 015221A

# **Bartlett Regional Hospital**

Title: ICRA: INFECTION CONTROL FOR CONSTRUCTION AND RENOVATION

Department: Infection Control/Safety/Facilities

Original Date: 07-02

Author: Infection Control

# **PURPOSE:**

To establish a process for the identification and reduction of risk from airborne transmission of infectious agents during construction, demolition, renovation, and repair on the Bartlett Regional Hospital Campus.

# **DEFINITIONS:**

- A. ICRA: Infection Control Risk Assessment. Analysis of a construction, demolition, or renovation project to establish infection risk and control by a multidisciplinary group designated for that purpose.
- B. **Infection Control Permit:** A permit issued by Infection Control for construction and renovation projects that are Class III or above as determined by the Infection Control Risk Group Matrix. (in the Infection Control Risk Assessment Packet, Appendix C)
- C. **ICRAC:** Infection Control Risk Assessment Committee. An ad hoc subcommittee of the BRH Infection Control Committee tasked with development, oversight, and enforcement of this policy.
- D. HEPA Filter: High efficiency particulate air filters. (99% of 0.3-micron size particles)
- E. HVAC: Heating, Ventilation, Air-conditioning. (Air-handling unit.)
- F. CRP: Construction and Renovation Policy. (This policy.)

# **POLICY:**

- A. An Infection Control Risk Assessment (ICRA) will be performed for every construction, demolition, and renovation project on the BRH campus, including site work (utilities, landscaping, etc.) even when no building is being constructed or renovated.
- B. Bartlett Regional Hospital requires any subcontractor, sub-subcontractor, vendor, employee, or agent to be bound by these requirements. Before any demolition or construction on-site begins, the contractor and contractor's employees will attend mandatory training sessions provided by a Bartlett Regional Hospital Safety or Infection Control representative. Course objectives will be distributed at class.
- C. An Infection Control Permit (see the Infection Control Risk Assessment Packet Appendix C) will be issued by the ICRAC and posted at the work-site as appropriate for the duration of the project, as indicated by the ICRA.

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- D. Changes to the ICRA may be made by the ICRAC at any time during the project. Changes will be communicated to the Construction Manager or designee.
- E. Bartlett Regional Hospital's Safety Officer or the ICRAC may modify performance requirements for certain activities. A modification made by BRH personnel does not relieve the contractor of compliance with proper infection control procedures.
- F. When required by the Infection Control Permit, HEPA equipped filtration machines shall provide air flow into construction area not less than 100 FPM at barricade entrances with doors fully open. HEPA equipped air filtration machines shall be connected to normal power and ganged to a single switch for emergency shutoff and shall run continuously. In the event of a power failure and no back-up power is immediately available, work will be stopped until power becomes available.
- G. Documentation of the ICRA process will be maintained by the Construction Manager or designee.
- H. Regular reports will be provided to the Infection Control Committee by a representative of the ICRAC.
- I. All project personnel are required to comply with current BRH policies regarding the COVID-19 virus, as well as all State of Alaska health mandates and City and Borough of Juneau ordinances related to COVID-19. Health mandates, ordinances and policies may change during the construction period.

# **PROCEDURES**:

#### A. Responsibilities During Project Planning

- A.1. An interdisciplinary team including architects, construction managers, contractors, department personnel, the Infection Control Coordinator, and Safety Officer will evaluate any construction project from design through completion for infection control concerns.
- A.2. The Infection Control Coordinator will be involved in the design phase of any project. The design and function considerations for infection control are listed in Appendix A. These considerations are for the duration of the project, as well as considerations for the infection control issues for the finished project. The Construction Manager or designee will contact the Infection Control Coordinator for obtaining input on the project.
- A.3. Each project will have an Infection Control Risk Assessment (ICRA) performed during the planning phase of the project. Projects in Class III, III/IV, or IV require an Infection Control Permit to be posted at the site for the duration of the project. (Appendix C)
- A.4. Construction measures required by the ICRA will be communicated to the contractors by the Construction Manager or designee during the bidding phase of the project. All contractors and contract construction personnel be responsible for maintaining and complying with the general and class specific infection control and safety practices for the project.

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#### **B. Responsibilities During the Active Construction Phase**

- B.1. The Construction Manager or designee will perform a Safety and Infection Control Risk Assessment for every day that there is work on the site (Appendix B). Unsafe conditions will be corrected immediately and corrections documented on the form. The Construction Manager or designee is responsible for oversight and documentation of this process.
- B.2. As a quality control measure, a member of the ICRAC will review monitoring reports compiled by the Project Manager for each project of Class III or greater. The ICRAC will receive updates via written reports, emails, or meetings as circumstances warrant. The Construction Manager or designee will be notified immediately to correct any unsafe conditions.
- B.3. The contractor shall be required to take immediate action to correct all deficiencies.
- B.4. The ICRAC has the authority to stop construction for any breach in the infection control practices, or for any patient safety concern related to infection and construction. This will be done through the Construction Manager or designee.
- B.5. Failure of the contractor to promptly correct such deficiencies will result in corrective action taken by CBJ and BRH Construction Management per project documents.
- B.6. The Contractor will notify the Construction Manager or designee for any assistance with medical waste, work in negative pressure areas, or any concerns involving patients or patient care areas.

#### C. General Infection Control Practices for All Construction and Renovation Projects

- C.1. Construction activities causing disturbance of existing dust, or creating new dust, must be conducted in tight enclosures cutting off any flow of particles into patient areas.
- C.2. Construction areas will have dust mops, wet mops, brooms, buckets, and clean rags for wiping fine dust from floors and surfaces in adjacent areas.
- C.3. Walk-off (sticky) mats shall be used outside of every construction entrance. Any dust outside the barrier shall be cleaned up immediately using a HEPA-filtered vacuum or wet mop.
- C.4. Debris from the construction site will be removed with carts that are covered in a manner that does not allow the escape of dust.
- C.5. Any ceiling tiles that are moved (even for visualization) outside of the construction barrier will be replaced immediately when unattended.
- C.6. Barriers

C.6.1. Closed door with masking tape applied over the frame and door is acceptable for projects that can be contained within a single room.

C.6.2. Construction, demolition or reconstruction not capable of containment within a single room must have the following barriers erected:

C.6.2.1. Small, short duration projects generating minimal dust may use fire-rated plastic sheeting that extends from floor to ceiling. Seams must be sealed with tape to prevent dust and debris from escaping and have at least 2-foot overlapping flaps for access to entry.

C.6.2.2. Any project generating moderate to high levels of dust or of more than short duration must require rigid dust-proof, and fire-rated barrier walls (e.g. drywall) with caulked seams. An interim plastic dust barrier may be required to protect the area while the rigid impervious barrier is being constructed.

C.6.2.3. Barriers are required at penetrations of ceiling envelopes, chases and ceiling spaces to stop movement of air and debris.

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C.6.2.4. Large dusty projects require an anteroom or double entrance vestibule for workers to remove protective clothing or vacuum off existing clothing.

C.7. HEPA-filtered negative pressure units will be run continually during the course of the project (24 hours per day).

#### D. Performing An Infection Control Risk Assessment

- D.1. Each project will have an Infection Control Risk Assessment done during the programming phase of the project. The results will be communicated with the architect and contractor. (See ICRA Packet, Appendix C).
- D.2. Class III and higher projects require an Infection Control Permit before construction begins. (ICRA Packet, Appendix C)

#### **<u>REFERENCES</u>**:

Bartley, J., ed. (1999). <u>APIC Infection Control Toolkit Series: Construction and Renovation</u>. Washington, DC: Association for Professionals in Infection Control and Epidemiology, Inc.

Centers for Disease Control and Prevention, Healthcare Infection Control Practices Advisory Committee. (2001). <u>Draft Guideline for Environmental Infection Control in Healthcare Facilities</u>.

Comprehensive Manual on Accreditation of Hospitals (2001). Oakbrook, IL.: Joint Commission on Accreditation of Hospitals and Healthcare Organizations: 2001.

Davis, S. (2001). "Don't Wait for Dust to Settle on Patient Risk." In <u>Environment of Care Leader (6)</u> 11. (May 21, 2001).

Approval/Review/Revision					
Date:	Signature:	Date:	Signature:	Date:	Signature:
11/1/02	Dr. Hunter-Joerns				
8/3/04	Dr. Hunter-Joerns				
2/07/06	Dr. Hunter-Joerns				
2/21/08	Dr. Hunter-Joerns				
8/2/11	Dr. Hunter-Joerns				

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# <u>APPENDIX A</u>: Construction Design and Function Considerations for Environmental Infection Control

A. Location of sinks and handwashing product dispensers.

B. Types of faucets (aerated vs. non-aerated, and type of faucet e.g. wrist blades, knee, foot, or infrared controlled).

- C. Air-handling systems engineered for optimal performance and easy maintenance and repair.
- D. Air changes per hour (ACH) and pressure differentials to accommodate special patient care areas.
- E. Location of fixed sharps containers.
- F. Types of surface finishes (non-porous vs. porous).
- G. Well-caulked wall with minimal seams.
- H. Location of adequate storage and supply areas.
- I. Appropriate location of medicine preparation areas (e.g. >3ft. from a sink).
- J. Appropriate location and type of ice machines.
- K. Appropriate materials for sinks and wall coverings.
- L. Appropriate traffic flow (no "dirty" movement through "clean" areas).
- M. Isolation rooms with anterooms as required.
- N. Appropriate flooring (e.g. seamless floors in dialysis units).
- O. Sensible use of carpeting (e.g. no carpeting in special care areas or areas likely to become wet.)
- P. Properly engineered areas for linen services and solid waste management.
- Q. Location of main generator to minimize risk of system failure from flooding or other emergency.
- R. Installation guidelines for gypsum wallboard.

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From: Centers for Disease Control (2001) Guidelines for Environmental Infection Control in Healthcare Facilities (draft).

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#### **APPENDIX B**:

Safety and Infection Control Risk Assessment Tool		
Project:	Date	Time

# **DAILY INFECTION CONTROL MONITOR:**

Yes	No	Corrected? / Comments
	Yes	Yes       No

### CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233

#### **DAILY SAFETY MONITOR:**

Standard	Yes	No	Corrected? / Comments
A. General Safety:			
Contract workers wearing required identification			
Construction personnel wearing required PPE (e.g. hardhat, goggles, coveralls, etc.)			
Construction area secure (e.g. barriers adequate to prevent entry of unauthorized persons)			
Construction personnel following safe work prac- tices (e.g. ladder safety, no smoking, trip and fall hazards, etc.)			
Power secured at end of each day			
Extension cords grounded, in good condition			
B. Exits			
Exits provide free and unobstructed access			
Alternate egress established and workers re- ceived training			
Negative air machines running, filters clean, dis- charge hoses intact			
C. Fire Equipment:			
Fire alarms, detection, and suppression systems operational			
Additional fire equipment and training provided for personnel			
D. Fire Safety:			
No smoking policy implemented			
Minimum of two fire drills per shift per quarter			
Area free of storage, housekeeping materials, food waste, and debris to reduce flammable and combustible fire load of building			

\_\_\_\_\_

\_\_\_\_\_

# Additional comments and observations:

Inspector Signature:

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# **APPENDIX C**

# INFECTION CONTROL RISK ASSESSMENT PACKET

An Infection Control Risk Assessment (ICRA) will be performed by the Construction Manager or designee for every construction, demolition, and renovation project on the Bartlett Regional Hospital campus, including site work (utilities, landscaping, etc.) even when no building is being constructed or renovated.

1. Step #1: Using the following table, determine the <u>type</u> of construction activity and <u>circle</u> Type A, B, C, or D.:
The construction activity types are defined by the amount of dust generated the duration of the

The construction activity types are defined by the amount of dust generated, the duration of the activity, and the amount of shared HVAC systems.

Contact Infection Control if any activity is questionable under these guidelines.

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Circle one	Type below:
Туре А	<ul> <li>Inspection and Non-Invasive Activities</li> <li>Includes, but is not limited to: <ul> <li>removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet</li> <li>painting (but not sanding)</li> <li>wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection</li> </ul> </li> </ul>
Туре В	<ul> <li>Small Scale, Short Duration Activities Which Create Minimal Dust</li> <li>Includes, but is not limited to: <ul> <li>installation of telephone and computer cabling</li> <lu>access to chase spaces</lu></ul></li> <li>cutting of walls or ceiling where dust migration can be controlled</li> </ul>
Туре С	Work That Generates a Moderate to High Level of Dust or Requires         Demolition or Removal of Any Fixed Building Components or Assemblies         Includes, but is not limited to:         □ sanding of walls for painting or wall covering         □ removal of floor coverings, ceiling tiles and casework         □ new wall construction         □ minor duct work or electrical work above ceilings         □ any activity which cannot be completed within a single workshif
Туре D	Major Demolition and Construction Projects Includes, but is not limited to:

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### **2.** Step # 2.: Using the following table, identify the Infection Control Risk Group or Groups that will be affected by the construction activity, and *circle* Group 1, 2, 3, or 4.

Group 1	Group 2	Group 3	Group 4
Low Risk	Medium Risk	High Risk	Highest Risk
□ Office Areas	🗆 Cafeteria	□ Emergency Depart-	Critical Care Unit
Public Areas	Patient care areas, inpa-	ment	□ Special Care Nursery
(except when associated	tient and outpatient, ex-	Radiology	□ Operating Rooms, in-
with a higher risk area)	cept as noted in Groups	$\Box$ PACU	cluding C-Section
□ All other non-patient	3 and 4.	□ Same Day Surgery	Rooms
work areas (e.g. facili-		□ Laboratory	□ Central Sterile Supply
ties, stores)		🗆 Kitchen	Endoscopy
□ Behavioral Health Units		□ Obstetrics	□ Infusion Therapy
		Newborn Nursery	Pharmacy Admixture
		Pharmacy	□ Negative Pressure Isola-
		$\Box$ PT: Tub and Treatment	tion Rooms
		Rooms	

\*Circle the appropriate **Risk Group(s)** below:

3. Step # 3: Determine the Level of Infection Control Activity required by matching the Construction Type with the Risk Level using the matrix below.

#### Circle one Class below:

	<b>Construction Activity-Infection Control Matrix</b>				
	Construction Activity				
Risk Level	Туре А	Туре В	Туре С	Туре D	
Group 1	Ι	II	II	III/IV	
Group 2	Ι	II	III	IV	

**CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233** 

Group 3	Ι	Π	III/IV	IV
Group 4	Π	III/IV	III/IV	IV

#### 4. Step # 4. Obtain an Infection Control Permit:

- An Infection Control Permit and approval will be required when the Construction Activity and Risk Level indicate Class III or higher (shaded areas).
- This permit will remain posted at the worksite for the duration of the project.
- This permit will be returned to the Construction Manager or designee at the completion of the project.

#### 5. Step # 5. Identify Areas Surrounding Project Area

Identify the areas surrounding the project area, assessing potential impact. \*

Identify Unit Below	Identify Unit Above	Identify Lateral Unit	Identify Lateral Unit	Identify Unit Behind	Identify Unit Front
Identify Risk	Identify Risk	Identify Risk	Identify Risk	Identify Risk	Identify Risk
Group:	Group	Group	Group	Group	Group
1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4	1 2 3 4
Potential Impact?	Potential Impact?	Potential Impact?	Potential Impact?	Potential Impact?	Potential Impact?
Yes No	YesNo	YesNo	YesNo	YesNo	YesNo
See comments	See comments	See comments	See comments	See comments	See comments

\*note:

Another aspect of "Areas Surrounding Project Area" are any nearby buildings where patients are present that could be in the path of blown dust coming from building demolition, excavation, foundation construction, and site work

#### 6. Step # 6. Identify specific site of activity, e.g.: patient rooms, medication room, etc.\_\_\_\_\_

7. Step # 7. Work hours: Can or will the work be done during non-patient care hours? Yes\_\_\_\_\_\_No\_\_\_\_\_Not applicable\_\_\_\_\_\_

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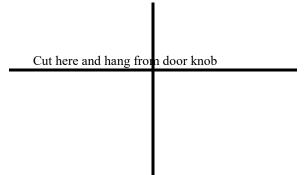
### **Infection Control Permit**

Bart	lett F	egional Hospital Infection Control Constr	uctio	n Peri	mit		
					Permit No:		
Location of Construction:					ect Start Date:		
Proje	ect Co	ordinator		Esti	mated Duration:		
Cont	ractor	Performing Work		Perr	nit Expiration Date:		
	rvisor	6			phone:		
YES	NO	CONSTRUCTION ACTIVITY	YES	NO	INFECTION CONTROL RISK GROUP		
		TYPE A: Inspection, non-invasive activity			GROUP 1: Least Risk		
		TYPE B: Small scale, short duration, moderate to high levels			GROUP 2: Medium Risk		
		TYPE C: Activity generates moderate to high levels of dust, requires greater 1 work shift for completion			GROUP 3: Medium/High Risk		
		TYPE D: Major duration and construction activities Requiring consecutive work shifts			GROUP 4: Highest Risk		
CLAS		<ol> <li>Execute work by methods to minimize raising dust from construction operations.</li> <li>Immediately replace any ceiling tile displaced for visual inspection.</li> </ol>	3.	Minor D	emolition for Remodeling		
persing int 2. Water mis 3. Seal unuse 4. Block off		<ul> <li>persing into atmosphere</li> <li>Water mist work surfaces to control dust while cutting.</li> <li>Seal unused doors with duct tape.</li> <li>Block off and seal air vents.</li> </ul>	6. 7. 8. 9.	covered Wet mop before le Place du Remove	Contain construction waste before transport in tightly overed containers. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. Place dust mat at entrance and exit of work area. Remove or isolate HVAC system in areas where work is being performed.		
CLASS III		<ol> <li>Obtain infection control permit before construction begins.</li> <li>Isolate HVAC system in area where work is being done to prevent contamination of the duct system.</li> <li>Complete all critical barriers or implement control cube method before construction begins.</li> </ol>	6. 7. 8. 9.	Vacuum work with HEPA filtered vacuums. Wet mop with disinfectant Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.			
Da	ate	4. Maintain negative air pressure within work site utilizing		tightly covered containers.			
		ansport receptacles or carts. Tape covering. or isolate HVAC system in areas where work is rformed/					
Class	Class IV       2. Isolate HVAC system in area where work is being done to prevent contamination of duct system.       covers       covers         3. Complete all critical barriers or implement control cube       8. Do not remove barriers from work a project is thoroughly cleaned by the		onnel entering work site are required to wear shoe emove barriers from work area until completed s thoroughly cleaned by the Environmental Ser-				
Da	ate	<ul><li>method before construction begins.</li><li>4. Maintain negative air pressure within work site utilizing</li></ul>	9.	vice Dep Vacuum	ot. work area with HEPA filtered vacuums.		
		HEPA equipped air filtration units.		Wet mop	b with disinfectant.		
Ini	tial	<ol> <li>Seal holes, pipes, conduits, and punctures appropriately.</li> <li>Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA</li> </ol>	11.	Remove of dirt ar	barrier materials carefully to minimize spreading nd debris associated with construction. construction waste before transport in tightly		
		vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.	13.	covered Cover tra	containers. ansport receptacles or carts. Tape covering. or isolate HVAC system in areas where is being		

#### CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233

Additional Requirements:	
Date Initials	Exceptions/Additions to this permit Date, Initials are noted by attached memoranda.

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233



### **Bartlett Regional Hospital**

### MAINTENANCE/CONSTRUCTION IN PROCESS

# **KEEP DOOR CLOSED**

**Per Infection Control Policy Contact the Project Manager** 

at \_\_\_\_\_\_ for questions

END OF SECTION 015221B

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233

#### PART 1 – GENERAL

- 1.1 Personnel Immunization Requirements
  - A. General:
    - 1. All CONTRACTOR personnel working on site in the main BRH building shall comply with BRH's Non-Employee Immunization Policy. Refer to forms provided in Appendix A following this section. The immunization requirements do not apply to the Juneau Medical Center building.
    - 2. BRH (OWNER) may update and/or make changes to the current Non-Employee Immunization Policy at any time. CONTRACTOR is required to comply with any changes to the policy within a reasonable time period. No change of contract time will be permitted due to current or updated Personnel Immunization Requirements.
    - 3. Individual CONTRACTOR employees who will be working on site more than seven days (cumulatively) will be required to meet immunization requirements or wear a mask 100% of the time on site. Each day the employee is on site will constitute one day; a partial day will be counted as one day.
  - B. The CONTRACTOR shall;
    - 1. Provide all required documents to show proof of immunization records.
    - 2. Attain approval of all submitted immunization records, waivers, and/or other submissions for personnel before said personnel begins work on the BRH campus.

#### 1.5 RESTRICTIONS WITHIN ACTIVE CONSTRUCTION AREAS

- A. All personnel employed on the Project site by the CONTRACTOR, Subcontractors, Suppliers, installers and other entities engaged in WORK shall strictly adhere to the security, safety, confidentiality, and hospital compliance program requirements depicted within this section.
- 1.6 INFECTION CONTROL MEASURES
  - A. The CONTRACTOR shall comply with the Infection Risk Control Assessment (ICRA): Infection Control for Construction and Renovation Policy and requirements set forth in Section 015221B.
  - B. The CONTRACTOR shall complete and comply with the Personnel Immunization Requirements forms in Section 015221C, Appendix A.

#### Appendix A: Refer to Forms provided on the following two pages:

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

#### END OF SECTION 015221C

#### CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE 22 - 233

#### SECTION 015221C - PERSONNEL IMMUNIZATION REQUIREMENTS

#### APPENDIX A Non-employee HR and EH Immunization Form

#### Anticipated Start date: \_\_\_\_\_

Status Type:				
Volunteer (presenters/instructors/etc.)				
Job Shadow (affiliated with school/ BRH employee/ job applicant - Supervised)				
Clinical Practicum (affiliated with college/university - Supervised)				
Intern (affiliated with college/university – Independent)				
Allied Health Professional (affiliated with sponsoring organization – Independent)				
Traveler (affiliated with Medefis – Independent)				
Contractor (came through Contracts Administrator – Independent)				
NOTE: All Types must show acceptable proof of immunizations prior to start date! See back for details.				
If affiliated with school/college/university - Name:				
Length of visit/ Anticipated work (be specific): # hours: # weeks:				
Badge Type:    Faceplate Only    Faceplate & door access    Doors:				
Computer Access: No Yes, Programs/Modules:				
Supervised: Yes No *				
Non Employee Name: Date of Birth:				
Contact phone #:				

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE 22 - 233

### **Bartlett Regional Hospital**

#### NON- EMPLOYEE IMMUNIZATION REQUIREMENTS

Please fill this immunization record out completely. Show results for each of the diseases listed. You <u>will not</u> be able to participate in Career Connections on the Bartlett Campus in any capacity unless this is fully completed. Electronic record printouts are accepted and can be attached.

Requirements	Results
Tuberculosis (TB) – Either:	TB – 2-step PPD skin test:
1. Two step TST (TB skin test); <u>OR</u>	Result Date: Result: Pos Neg
2. QuantiFERON TB Gold Test; <u>OR</u>	Result Date: Result: Pos Neg
3. Documentation of TST from last 2 years	OR
-If previous positive TST or newly positive TST/ QuantiFERON	QuantiFERON TB Gold
TB Gold must show proof of Chest x-ray within last 2 yrs.	Result Date: Result: Pos Neg
Measles, Mumps, Rubella (MMR) Either:	Dates MMR Series Complete:
1 Desumented MMAD usesing (2 shots)	1.
1. Documented MMR vaccine (2 shots) OR	2.
<ol> <li>Positive titer showing immunity</li> </ol>	OR
2. Positive titer showing initiality	Immune Titer Date:
	Measles Pos Neg
	Mumps Pos Neg
	Rubella Pos Neg
Varicella – (Chicken Pox) – Either:	Dates Varicella Series Complete:
<ol> <li>Varicella vaccine x 2; <u>OR</u></li> </ol>	1.
2. Positive Varicella titer	2.
	OR
	Immune Titer Date: Result: Pos Neg
Influenza – (Flu) – Either:	Flu Shot Date:
<ol> <li>Current Seasonal Influenza vaccine; <u>OR</u></li> </ol>	
2. Declination Form (continuous masking will be	Declination Form Rcvd:
required) Will receive in-person masking instructions	
Tetanus, Diphtheria, Pertussis (Tdap):	Tdap Vaccine Date:
1. Tdap vaccine. 1 dose of Tdap as an adult AND	
2. Booster every 10 years after that date.	Tdap Booster Date:
Recommended if you will be working in close proxi	mity with blood and body fluids- but not required.
Hepatitis B:	Hep B vaccination dates:
1. Hepatitis B vaccine series	1.
or	2.
2. Hepatitis B titer showing immunity	3.
	OR
	Hep B Titer Date: Immunity Pos Neg

I attest that the above immunization & testing records for patient named above are accurate & will remain current for the duration of their time at Bartlett Regional Hospital. Supportive documentation is maintained in my office.

Provider Name & credentials (please print/stamp):

Provider Address & Phone#: \_

ADMINSTRATIVE USE ONLY:

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE 22 - 233 PERSONNEL IMMUNIZATION REQUIREMENTS 015221C - 3

#### SECTION 015221C - PERSONNEL IMMUNIZATION REQUIREMENTS

Human Resources / Med Staff / Employee Health Review: (circle one)
Print Name: \_\_\_\_\_ Date: \_\_\_\_

CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE 22 - 233

#### SECTION 024119 - SELECTIVE DEMOLITION

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Demolition and removal of selected site elements.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

#### 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 Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- D. 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.

#### 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 and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 4. Review areas where existing construction is to remain and requires protection.

SELECTIVE DEMOLITION 024119 - 1

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property. 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. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

#### 1.6 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 Owner's Project Manager of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Fuel piping to be demolished contains fuel oil.
- 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.

#### 1.7 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 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. 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.
  - 3. Disconnect, demolish, and remove piping, equipment, and components indicated on Drawings to be removed.
    - a. Piping to Be Abandoned in Place: Drain piping, clean, and cap or plug piping with same or compatible piping 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.
- B. Remove temporary barricades and protections where hazards no longer exist.

#### 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. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 2. Dispose of demolished items and materials promptly.

#### 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.

#### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site
  - 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.
- 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

#### SECTION 230523.11 - GLOBE VALVES

#### SECTION 230523.11 - GLOBE VALVES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Steel globe valves.

#### 1.2 DEFINITIONS

A. RPTFE: Reinforced polytetrafluoroethylene.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of valve.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads
  - 3. Set ball valves open to minimize exposure of functional surfaces.
- B. Use the following precautions during storage:
  - 1. Maintain valve end protection.
  - 2. Store valves indoors and maintain at higher-than-ambient-dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. ASME Compliance:
  - 1. ASME B1.20.1 for threads for threaded-end valves.
  - 2. ASME B16.34 for flanged and threaded end connections.
  - 3. ASME B31.9 for building services piping valves.
- B. Valve Sizes: Same as upstream piping unless otherwise indicated.

CBJ BARTLETT REGIONAL HOSPITAL- FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233 GLOBE VALVES 230523.11 - 1

#### SECTION 230523.11 - GLOBE VALVES

- C. Valve Actuator Types:
  - 1. Hand wheel

#### 2.2 CARBON STEEL GLOBE VALVES

- A. Specifications:
  - 1. Standard: API 602
  - 2. Working Pressure Rating: 150 psig
  - 3. Body Design: Two-piece, bolted bonnet
  - 4. Body Material: Carbon steel
  - 5. Ends: Threaded or socket welded
  - 6. Rising Stem
  - 7. Valve Disk: Stainless Steel
  - 8. Neway GL8 or equivalent

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Do not attempt to repair defective valves; replace with new valves. Remove defective valves from site.

#### 3.2 INSTALLATION OF VALVES

- A. Install valves with unions at each piece of equipment arranged to allow space for service, maintenance, and equipment removal without system shutdown.
- B. Provide support of piping adjacent to valves such that no force is imposed upon valves.
- C. Locate valves for easy access.
- D. Install valves in horizontal piping with stem at or above center of pipe.
- E. Install valves in position to allow full valve actuation movement.

#### SECTION 230523.11 - GLOBE VALVES

F. Adhere to manufacturer's written installation instructions.

#### 3.3 ADJUSTING

A. Adjust or replace valve packing after piping systems have been tested and put into service, but before final adjusting and balancing. Replace valves exhibiting leakage.

#### 3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valves with specified SWP classes or CWP ratings are unavailable, provide the same types of valves with higher SWP classes or CWP ratings.
- B. Select valves with the following end connections:
  - 1. For Steel Piping, NPS 2 and Smaller: Threaded ends.

END OF SECTION 230523.11

#### SECTION 230523.12 - BALL VALVES

#### SECTION 230523.12 - BALL VALVES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Steel ball valves.

#### 1.2 DEFINITIONS

A. RPTFE: Reinforced polytetrafluoroethylene.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of valve.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads
  - 3. Set ball valves open to minimize exposure of functional surfaces.
- B. Use the following precautions during storage:
  - 1. Maintain valve end protection.
  - 2. Store valves indoors and maintain at higher-than-ambient-dew-point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. ASME Compliance:
  - 1. ASME B1.20.1 for threads for threaded-end valves.
  - 2. ASME B16.34 for flanged and threaded end connections.
  - 3. ASME B31.9 for building services piping valves.

CBJ BARTLETT REGIONAL HOSPITAL- FUEL SYSTEM UPGRADES BALL VALVES 230523.12 - 1

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#### SECTION 230523.12 - BALL VALVES

- B. Valve Sizes: Same as upstream piping unless otherwise indicated.
- C. Valve Actuator Types:
  - 1. Hand Lever: For quarter-turn valves
- D. Valve Bypass and Drain Connections: MSS SP-45.

#### 2.2 STEEL BALL VALVES

- A. Carbon Steel Ball Valves, Two Piece with Full Port, Threaded Ends:
  - 1. Standard: MSS SP-110.
  - 2. Working Pressure Rating: 150 psig
  - 3. Body Design: Two piece.
  - 4. Body Material: Carbon steel.
  - 5. Ends: Threaded or socket welded.
  - 6. Seats: PTFE.
  - 7. Stem: Stainless steel.
  - 8. Ball: Stainless steel.
  - 9. Port: Full.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Do not attempt to repair defective valves; replace with new valves. Remove defective valves from site.

#### 3.2 INSTALLATION OF VALVES

- A. Install valves with unions at each piece of equipment arranged to allow space for service, maintenance, and equipment removal without system shutdown.
- B. Provide support of piping adjacent to valves such that no force is imposed upon valves.
- C. Locate valves for easy access.

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#### SECTION 230523.12 - BALL VALVES

- D. Install valves in horizontal piping with stem at or above center of pipe.
- E. Install valves in position to allow full valve actuation movement.
- F. Adhere to manufacturer's written installation instructions.

#### 3.3 ADJUSTING

A. Adjust or replace valve packing after piping systems have been tested and put into service, but before final adjusting and balancing. Replace valves exhibiting leakage.

#### 3.4 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

- A. If valves with specified SWP classes or CWP ratings are unavailable, provide the same types of valves with higher SWP classes or CWP ratings.
- B. Select valves with the following end connections:
  - 1. For Steel Piping, NPS 2 and Smaller: Threaded ends.

END OF SECTION 230523.12

CBJ BARTLETT REGIONAL HOSPITAL- FUEL SYSTEM UPGRADES BALL VALVES 230523.12 - 3

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#### SECTION 230523.14 - CHECK VALVES

#### SECTION 230523.14 - CHECK VALVES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Carbon steel swing check valves.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of valve.

#### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Prepare valves for shipping as follows:
  - 1. Protect internal parts against rust and corrosion.
  - 2. Protect threads.
- B. Use the following precautions during storage:
  - 1. Maintain valve end protection.
  - 2. Store valves indoors and maintain at higher than ambient dew point temperature. If outdoor storage is necessary, store valves off the ground in watertight enclosures.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. ASME Compliance:
  - 1. ASME B1.20.1 for threads for threaded-end valves.
  - 2. ASME B31.9 for building services piping valves.
- B. Valve Pressure-Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.
- C. Valve Sizes: Same as upstream piping unless otherwise indicated.
- D. Valve Bypass and Drain Connections: MSS SP-45.

#### SECTION 230523.14 - CHECK VALVES

#### 2.2 CARBON STEEL SWING CHECK VALVES

- A. Carbon Steel Swing Check Valves with Stainless Steel Disc, Class 125:
  - 1. Description:
    - a. Standard: API 602
    - b. Working Pressure Rating: 150 psig.
    - c. Body Design: Horizontal flow.
    - d. Body Material: ASTM A148 Carbon Steel
    - e. Ends: Threaded.
    - f. Disc: Stainless Steel

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine valve interior for cleanliness, freedom from foreign matter, and corrosion. Remove special packing materials, such as blocks, used to prevent disc movement during shipping and handling.
- B. Operate valves in positions from fully open to fully closed. Examine guides and seats made accessible by such operations.
- C. Examine threads on valve and mating pipe for form and cleanliness.
- D. Do not attempt to repair defective valves; replace with new valves.

#### 3.2 INSTALLATION OF VALVES

- A. Install valves with unions at each piece of equipment arranged to allow service, maintenance, and equipment removal without system shutdown.
- B. Provide support of piping adjacent to valves such that no force is imposed upon valves.
- C. Locate valves for easy access and where not blocked by equipment, other piping, or building components.
- D. Verify that joints of each valve have been properly installed and sealed to ensure that there is no leakage or damage.
- E. Install check valves for proper direction of flow and as follows:
  - 1. Swing Check Valves: In horizontal position with hinge pin level.

#### 3.3 GENERAL REQUIREMENTS FOR VALVE APPLICATIONS

A. If valve applications are not indicated, use the following:

#### SECTION 230523.14 - CHECK VALVES

- 1. Pump-Discharge Check Valves:
  - a. NPS 2 and Smaller: Carbon steel swing check valves with stainless steel disc.
- B. If valves with specified SWP classes or CWP ratings are unavailable, the same types of valves with higher SWP classes or CWP ratings may be substituted.
- C. End Connections:
  - 1. For Steel Piping, NPS 2 and Smaller: Threaded ends.

END OF SECTION 230523.14

#### SECTION 231113 - FACILITY FUEL-OIL PIPING

#### 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. Fuel-oil pipes, tubes, and fittings.
  - 2. Secondary-containment pipe and fittings.
  - 3. Piping specialties.
  - 4. Specialty valves.
  - 5. Labels and identification.

#### 1.3 DEFINITIONS

- A. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- B. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- C. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, and dimensions of individual components and profiles.
  - 2. Include, where applicable, rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
  - 3. For valves, include pressure rating, capacity, and settings of selected models.

#### 1.5 INFORMATIONAL SUBMITTALS

A. Sample Warranty: For special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

#### 1.7 QUALITY ASSURANCE

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.
- B. Store pipes and tubes with protective polyethylene (PE) coating to avoid damaging the coating and to protect from direct sunlight.
- C. Store PE pipes and valves protected from direct sunlight.

#### 1.9 FIELD CONDITIONS

- A. Interruption of Existing Fuel-Oil Service: Provide temporary fuel-oil supply for the duration of the project.
  - 1. Do not proceed with interruption of fuel-oil service without Client's written permission.

#### 1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of flexible, doublecontainment piping and related equipment that fail in materials or workmanship within specified warranty period.
  - 1. Failures due to defective materials or workmanship for materials including piping, dispenser sumps, water-tight sump entry boots, terminations, and other end fittings.
  - 2. Warranty Period: 10 years from date of Substantial Completion.

#### 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 ASME B31.9, "Building Services Piping," and NFPA 31, "Standard for the Installation of Oil-Burning Equipment" for fuel-oil piping materials, installation, testing, and inspecting. Whenever a discrepancy exists between codes, the more stringent requirements shall be used.

- C. Fuel-Oil Valves: Comply with UL 842 and have service mark initials "WOG" permanently marked on valve body.
- D. Comply with requirements of the EPA and of state and local authorities having jurisdiction. Include recording of fuel-oil piping.

#### 2.2 PERFORMANCE REQUIREMENTS

A. Maximum Operating-Pressure Ratings: 150 psig fuel-oil supply pressure at oil-fired appliances.

#### 2.3 FUEL-OIL PIPES, TUBES, AND FITTINGS

- A. Steel Pipe: ASTM A53/A53M, Schedule 40, Type E or S, Grade B.
  - 1. Malleable-Iron Threaded Fittings: ASME B16.3, Class 150, standard pattern.
  - 2. Unions: ASME B16.39, Class 150, malleable iron with brass-to-iron seat, ground joint, and threaded ends.

#### 2.4 DOUBLE-CONTAINMENT PIPE AND FITTINGS

- A. Flexible, Nonmetallic, Double-Containment Piping: Comply with UL 971.
  - 1. Piping: New Double-wall semi-rigid HDPE pipe
  - 2. Utilize Franklin Fuel UPP Piping or approved equivalent.
  - 3. Watertight sump entry boots, pipe adapters with test ports and tubes, coaxial fittings, and couplings.
  - 4. Plastic to Steel Pipe Transition Fittings: Factory-fabricated fittings with plastic end matching or compatible with carrier piping, and steel pipe end complying with ASTM A53/A53M, Schedule 40, Type E or S, Grade B.
  - 5. Include design and fabrication of double-containment pipe and fitting assemblies with provision for field installation of leak-detection system in annular space between carrier and containment piping.

#### 2.5 PIPING SPECIALTIES

- A. Y-Pattern Strainers:
  - 1. Body: ASTM A126, Class B, cast iron with bolted cover and bottom drain connection.
  - 2. End Connections: Threaded ends.
  - 3. Strainer Screen: 80-mesh startup strainer and perforated stainless-steel basket with 50 percent free area.
  - 4. CWP Rating: 125 psig.
- B. Basket Strainers:
  - 1. Body: ASTM A126, Class B, high-tensile cast iron with bolted cover and bottom drain connection.

- 2. End Connections: Threaded ends for NPS 2 and smaller.
- 3. Strainer Screen: 40-mesh startup strainer and perforated stainless-steel basket with 50 percent free area.
- 4. CWP Rating: 125 psig.

#### 2.6 SPECIALTY VALVES

A. Not applicable.

#### 2.7 LABELS AND IDENTIFICATION

A. Detectable Warning Tape: Acid- and alkali-resistant PE film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored yellow.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas for compliance with requirements for installation tolerances and other conditions affecting performance of fuel-oil piping.
- B. Examine installation of fuel-burning equipment and fuel-handling and storage equipment to verify actual locations of piping connections before installing fuel-oil piping.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 EARTHWORK

A. Comply with owner specifications for excavating, trenching, and backfilling.

#### 3.3 PREPARATION

- A. Close equipment shutoff valves before turning off fuel oil to premises or piping section.
- B. Comply with NFPA 30 and NFPA 31 requirements for prevention of accidental ignition.

#### 3.4 INSTALLATION OF OUTDOOR PIPING

A. Install Underground Fuel-Oil Piping as specified on design drawings and per vendor recommendations.

- B. Install double-containment, fuel-oil pipe at a minimum slope of one-inch in ten-feet (approximately 1 percent) downward toward fuel-oil storage tank sump.
- C. Assemble and install entry boots for pipe penetrations through sump sidewalls for liquid-tight joints.
- D. Install metal pipes and tubes, fittings, valves, and flexible connectors at piping connections to AST and UST.
- E. Install system components with pressure rating equal to or greater than system operating pressure.
- F. All buried portions of double wall Fuel-Oil Piping shall be continuous and shall have no connections or fittings with the exception of the transition to steel piping at the wall penetration.

#### 3.5 INSTALLATION OF INDOOR PIPING

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.
- B. Install piping free of sags and bends.
- C. Install fittings for changes in direction and branch connections.
- D. Install sleeves and sleeve seals for piping penetrations of walls as specified on project design drawings.
- E. Install escutcheons for piping penetrations of walls.

#### 3.6 INSTALLATION OF VALVES

- A. Install manual fuel-oil shutoff valves on branch connections to fuel-oil equipment.
- B. Install valves in accessible locations.
- C. Comply with requirements in Section 230523.12 "Ball Valves for HVAC Piping."

#### 3.7 PIPING JOINT CONSTRUCTION

- A. Ream ends of pipes and tubes and remove burrs.
- B. Remove scale, dirt, and debris from inside and outside of pipe and fittings before assembly.
- C. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

- 1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
- 2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
- 3. Mechanical and proprietary fittings: imperfections in mechanical and proprietary fittings shall be within the limitations established by the manufacturer.
- 4. No less than two threads shall be visible after makeup of the joint.

#### 3.8 INSTALLATION OF HANGERS AND SUPPORTS

- A. Install hangers for piping, with maximum horizontal spacing and minimum rod diameters, to comply with International Mechanical Code, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.
- B. Utilize 1-5/8-inch galvanized uni-strut, and pipe clamps for pipe supports.
  - 1. Utilize 3/8-inch x 2-1/2-inch Simpson Strong-Bolt zinc wedge anchor, or approved equal, for fastening uni-strut to concrete or CMU. Follow manufacturer's instructions for installation. Minimum fastener embedment of 2-inches.
  - 2. Utilize Size #10 Simpson Strong Drive galvanized fastener, or approved equal, for exterior fastening of uni-strut through corrugated metal panels to framing. Minimum fastener embedment of 1.5-inch into framing.
- C. Support horizontal piping within 12 inches of each fitting and coupling.
- D. Support vertical runs of steel piping to comply with International Mechanical Code, locally enforced codes, and authorities having jurisdiction requirements, whichever are most stringent.

#### 3.9 CONNECTIONS

- A. Where installing piping adjacent to equipment, allow space for service and maintenance.
- B. Install unions, in fuel oil piping adjacent to each valve and at final connection to each piece of equipment having threaded pipe connection.
- C. Connect piping to equipment with shutoff valve and union. Install union between valve and equipment.

#### 3.10 LABELING AND IDENTIFYING

- A. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplates and signs on or near each service regulator, service meter, and earthquake valve.
  - 1. Text: In addition to identifying unit, distinguish between multiple units; inform operator of operational requirements; indicate safety and emergency precautions; and warn of hazards and improper operations.

- B. Install detectable warning tape directly above fuel-oil piping, 12-inches below finished grade, except 6 inches below subgrade under pavements and slabs. Terminate tracer wire inside tank manhole, and identify as "tracer wire" for future use with plastic-laminate sign.
  - 1. Piping: Over underground fuel-oil distribution piping.

#### 3.11 FIELD QUALITY CONTROL

- A. Pressure Test Piping: Minimum pneumatic test-pressures measured at highest point in system:
  - 1. Fuel-Oil Distribution Piping: Minimum 50 psig for minimum 30 minutes.
  - 2. Fuel-Oil, Double-Containment Piping: Minimum 50 psig. Complete pneumatic pressure test per manufacturer recommended pipe test procedure. Use Bubble Test Solution to test for leaks (SNOOP Liquid Leak Detector or equivalent).
    - a. Record Temperature and Pressure at start of each test time.
    - b. Condition and test the piping as follows:
    - Pressurize the piping to 10% of test pressure, hold pressure for 30 minutes and inspect for leakage or pressure drop.
    - Increase pressure to 50% of test pressure and again inspect for leakage while holding pressure for 30 minutes.
    - Increase pressure to 100% of test pressure and again inspect for leakage while holding pressure for 30 minutes.
    - c. Record Temperature and Pressure at end of each test time.
    - d. If results are within criteria of the table below, the Tightness Test is passed.
    - e. Repeat this procedure on secondary piping, minimum 15psig. Follow the procedure with pressure relieved from the primary pipe and the primary pipe open to the atmosphere.
- B. All connections shall be visible during the pressure test.
- C. Inspect and test fuel-oil piping according to NFPA 31, Section 8.9 "Tests of Piping" Paragraph; the manufacturer's test procedure; and according to requirements of authorities having jurisdiction. If there is a conflict, follow the more stringent guidelines.
- D. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Fuel-oil piping and equipment will be considered defective if it does not pass tests and inspections.
- F. Prepare test and inspection reports.

#### 3.12 OUTDOOR PIPING SCHEDULE

- A. Underground Fuel-Oil Piping: Semi-Rigid, non-metallic, double-containment piping. Size indicated is carrier-pipe size.
- B. Underground fuel-oil-tank fill piping shall match existing material to be abandoned in place.
- C. UST vent piping shall be the following:
  - 1. Steel pipe, threaded joints. Pipe and pipe caps shall be galvanized.
  - 2. In accordance with NFPA 31, Section 8.7 "Vent Piping".

#### 3.13 INDOOR PIPING SCHEDULE

- A. Aboveground fuel-oil piping shall be the following:
  - 1. NPS 1 to 1.5: Steel pipe, Sch 40, steel or malleable-iron threaded fittings, and threaded joints.
- B. Day Tank vent piping shall be the following:
  - 1. Steel pipe, threaded joints. Pipe and pipe caps shall be galvanized.

#### END OF SECTION 231113

#### SECTION 231213 - FACILITY FUEL-OIL PUMPS

#### 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. Simplex fuel-oil pumps.

#### 1.3 DEFINITIONS

- A. Exposed, Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.
- B. Exposed, Exterior Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.
- C. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below roof, spaces above ceilings, unexcavated spaces, crawlspaces, and tunnels.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, and dimensions of individual components and profiles.
  - 2. Include, where applicable, rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: For fuel-oil pumps.
  - 1. Include construction details and dimensions of individual components for fuel-oil pumps.
  - 2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified professional engineer.
- B. Field quality-control reports.
- C. Sample Warranty: For special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fuel-oil pumps and fuel-oil maintenance systems to include in emergency, operation, and maintenance manuals.

#### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. Maximum Operating-Pressure Ratings: 3-psig fuel-oil supply pressure at oil-fired appliances.
- B. Seismic Performance: Factory-installed support attachments for pumps shall withstand the effects of earthquake motions.
  - 1. The term "withstand" means "the unit will remain in place without separation of any parts when subjected to the seismic forces specified and the unit will be fully operational after the seismic event.
- C. 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.
- D. Listed and labeled for fuel-oil service by an NRTL acceptable to authorities having jurisdiction.

#### 2.2 SIMPLEX FUEL-OIL TRANSFER PUMPS

- A. Description: Preferred Utilities Automatic Fuel Oil Transfer Pump Set 105-S. To comply with UL 343 and HI 3.1-3.5.
  - 1. Type: Positive-displacement, rotary type.
  - 2. Impeller: Steel gear with crescent.
  - 3. Housing: Cast-iron foot mounted.
  - 4. Bearings: Bronze, self-lubricating.
  - 5. Shaft: Polished steel.
  - 6. Seals: Mechanical.
  - 7. Base: Steel.
  - 8. Pressure Relief: Built in.
  - 9. Discharge Check Valve: Built in.
- B. Drive: Direct, close coupled.

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#### C. Controls:

- 1. Alarm motor failure.
- 2. Manual reset dry-run protection.
- 3. Stop pump if fuel level falls below pump suction.
- 4. De-energize and sound alarm for pump, locked-rotor condition.
- 5. Sound alarm for open circuit and for high and low voltage.
- 6. Lights shall indicate normal power on, run, and off conditions.
- 7. Interface with automatic control system. Comply with requirements in Section 230923 "Direct Digital Control (DDC) System for HVAC" to control and indicate the following:
  - a. Start/stop pump set when required by schedule, fuel-fired appliance operation, day tank level control, or weather conditions.
  - b. Operating status.
  - c. Alarm off-normal status.

#### 2.3 MOTORS

A. Comply with NEMA designation, temperature rating, service factor, and efficiency requirements for motors.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine roughing-in for fuel-oil pumps to verify actual locations of pump connections before equipment installation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Close equipment shutoff valves before turning off fuel oil to premises or piping section.
- B. Comply with NFPA 30 and NFPA 31 requirements for prevention of accidental ignition.

#### 3.3 FUEL-OIL PUMP INSTALLATION

- A. Transfer Pumps:
  - 1. Install pumps with access space for periodic maintenance including removal of motors, impellers, and accessories.
  - 2. Set pumps on and anchor to concrete or structural frame. Anchor structural frame to existing concrete pad.
- B. Install two-piece, full-port ball valves at suction and discharge of pumps. Comply with requirements in Section 230523.12 "Ball Valves for HVAC Piping."

- C. Install suction piping with minimum fittings and change of direction.
- D. Install vacuum and pressure gage, upstream and downstream, respectively, at each pump to measure the differential pressure across the pump.

#### 3.4 LABELING AND IDENTIFYING

A. Install nameplates and signs on each fuel-oil pump.

#### 3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage an authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
  - 1. Minimum of 2-hours of training shall be provided to operations personnel for operation of the system.
- B. Fuel-oil pumps will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 231213

#### SECTION 260519 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Copper building wire rated 600 V or less.
  - 2. Metal-clad cable, Type MC.
  - 3. Connectors, splices, and terminations rated 600 V and less.
- B. Related Requirements:
  - 1. Section 260523 "Control-Voltage Electrical Power Cables" for control systems communications cables and Classes 1, 2, and 3 control cables.
- 1.3 ACTION SUBMITTALS
  - A. Product Data: For each type of product.
  - B. Verification of NRTL listing for product.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

A. Products shall be NRTL listed and labeled.

#### 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.
  - 1. Manufacturers: Okonite or approved equal.

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#### B. Standards:

- 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."

#### C. Circuits:

- 1. Single circuit with color-coded conductors.
- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors
- E. Ground Conductor: Insulated with green color.
- F. Conductor Insulation:
  - 1. Type THHN and Type THWN-2: Comply with UL 83.
  - 2. Type XHHW-2: Comply with UL 44.

#### 2.2 METAL-CLAD CABLE, TYPE MC

- A. Description: A factory assembly of one or more current-carrying insulated conductors in an overall metallic sheath.
- B. Standards:
  - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
  - 2. Comply with UL 1569.
  - 3. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Circuits:
  - 1. Single circuit and multicircuit with color-coded conductors.
  - 2. Power-Limited Fire-Alarm Circuits: Comply with UL 1424.
- D. Conductors: Copper, complying with ASTM B3 for bare annealed copper and with ASTM B8 for stranded conductors.
- E. Ground Conductor: Bare.
- F. Conductor Insulation:
  - 1. Type TFN/THHN/THWN-2: Comply with UL 83.
  - 2. Type XHHW-2: Comply with UL 44.

G. Armor: Aluminum, interlocked. CBJ BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233

## SECTION 260519 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

H. Jacket: PVC applied over armor.

# 2.3 CONNECTORS

- A. Description: Factory-fabricated connectors, 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. Burndy, or equal.
- C. Jacketed Cable Connectors: For aluminum jacketed cables, zinc die-cast with set screws, designed to connect conductors specified in this Section.
- D. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
  - 1. Material: Copper.
  - 2. Type: Two hole with standard or long barrels.
  - 3. Termination: Compression.

# PART 3 - EXECUTION

## 3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper; solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

# 3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THHN/THWN-2, single conductors in raceway. Type XHHW-2, single conductors in raceway. Metal-clad cable, Type MC.
- B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN/THWN-2, single conductors in raceway Metal-clad cable, Type MC.
- C. Cord Drops and Portable Connections: Type SO, hard service cord with stainless-steel, wiremesh, strain relief device at terminations requiring support.

# 3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. 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.

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- B. 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.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- E. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems" and in accordance with the NEC.

## 3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torquetightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B or contact the manufacturer.
- 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 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 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies per the manufacturer instructions. Insulate for the cold exterior as required by the NEC 300.7.

#### 3.7 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."

# SECTION 260519 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

## 3.8 FIELD QUALITY CONTROL

- A. Owner QA/QC: contact the Owner's QA/QC before the testing and inspection of components, assemblies, and equipment installations, including connections.
  - 1. Perform tests and inspections.
  - 2. After installing conductors and cables and before electrical circuitry has been energized, test conductors and cables for compliance with requirements.
  - 3. Perform each of the following visual and electrical tests:
    - a. Inspect exposed sections of conductor and cable for physical damage and correct connection according to the single-line diagram.
    - b. Test bolted connections for high resistance using one of the following:
      - 1) A low-resistance ohmmeter.
      - 2) Calibrated torque wrench.
      - 3) Thermographic survey.
    - c. Inspect compression-applied connectors for correct cable match and indentation.
    - d. Inspect for correct identification.
    - e. Inspect cable jacket and condition.
    - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable for a one-minute duration.
    - g. Continuity test on each conductor and cable.
    - h. Uniform resistance of parallel conductors.
  - 4. Initial Infrared Scanning: After Substantial Completion, but before Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.
    - a. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    - b. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
  - 5. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.
- B. Conductors and cables will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports to record the following:
  - 1. Procedures used.
  - 2. Results that comply with requirements.

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# SECTION 260519 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 260519

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# SECTION 260526 - GROUNDING AND BONDING 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 grounding and bonding systems and equipment.

## 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

## 1.4 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

A. All products shall be installed per the manufacturers' instructions.

# 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 (NRTL), and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

# 2.2 MANUFACTURERS

A. Burndy, or approved equal.

## 2.3 CONDUCTORS

- A. Insulated Conductors: Copper wire with green insulation 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. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick, or equal.
- C. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

## 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. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- C. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.
- D. Bus-Bar Connectors: Compression type, copper or copper alloy, with two wire terminals.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.
- G. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- H. Conduit Hubs: Mechanical type, terminal with threaded hub.
- I. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex-head bolt or socket set screw.
- J. Ground Rod Clamps: Mechanical type, copper or copper alloy, terminal with hex head bolt.
- K. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- L. Service Post Connectors: Mechanical type, bronze alloy terminal, in short- and long-stud lengths, capable of single and double conductor connections.

M. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw. CBJ BARTLETT REGIONAL HOSPITAL-FUEL SYSTEM UPGRADES CBJ Contract No. BE22-233 CBJ CONTRACT NO. CBJ CONT

- N. Straps: Solid copper, with copper lugs, rated for 600 A.
- O. Tower Ground Clamps: Mechanical type, copper or copper alloy, terminal two-piece clamp.
- P. U-Bolt Clamps: Mechanical type, copper or copper alloy, terminal listed for direct burial.
- Q. Water Pipe Clamps:
  - 1. Mechanical type, two pieces with stainless-steel bolts.
    - a. Material: Die-cast zinc alloy.
    - b. Listed for direct burial.
  - 2. U-bolt type with malleable-iron clamp and copper ground connector rated for direct burial.

# 2.5 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet.
- B. Ground Plates: <sup>1</sup>/<sub>4</sub>-inch thick, hot-dip galvanized.

# PART 3 - EXECUTION

# 3.1 APPLICATIONS

- A. Conductors: Install stranded conductor for No. 8 AWG and larger, and solid conductors for No. 10 AWG and smaller unless otherwise indicated.
- B. Grounding Bus: Install where shown in the drawings.
  - 1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.
  - 2. Where indicated on both sides of doorways, route bus up to top of door frame, across top of doorway, and down; connect to horizontal bus.
- C. Conductor Terminations and Connections:
  - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.

# 3.2 GROUNDING AT THE "SERVICE"

3.3 Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Check tightness of main bonding jumper between the neutral and ground buses in the lower section of the switchgear.

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## 3.4 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

## 3.5 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.
- C. Grounding and Bonding for Piping:
  - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
  - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
  - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- D. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
  - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
  - 2. Make connections with clean, bare metal at points of contact.
  - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
  - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
  - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

#### 3.6 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.
- 3. Prepare dimensioned as-built drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- C. Prepare test and inspection reports.

END OF SECTION 260526

## SECTION 260529 - HANGERS AND SUPPORTS 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 also apply to this Section.

#### 1.2 SUMMARY

- A. This Section Includes:
  - 1. Steel slotted support systems.
  - 2. Aluminum slotted support systems.
  - 3. Conduit and cable support devices.
  - 4. Support for conductors in vertical conduit.
  - 5. Structural steel for fabricated supports and restraints.
  - 6. Mounting, anchoring, and attachment components, including powder-actuated fasteners, mechanical expansion anchors, concrete inserts, clamps, through bolts, toggle bolts, and hanger rods.
  - 7. Fabricated metal equipment support.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product to be used for support.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
    - a. Slotted support systems, hardware, and accessories.
    - b. Clamps.
    - c. Hangers.
    - d. Sockets.
    - e. Eye nuts.
    - f. Fasteners.
    - g. Anchors.
    - h. Saddles.
    - i. Brackets.
  - 2. Include rated capacities and furnished specialties and accessories via product cut sheet(s).

## 1.4 INFORMATIONAL SUBMITTALS

- A. Structural: hangers and supports for electrical equipment and systems, accessories, and components, from manufacturer.
  - 1. Basis: Indicate structural calculation, for critical supports.
  - 2. Detailed description of equipment anchorage devices on which the support is based and on the installation requirements.
- B. Welding certificates.

## 1.5 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M.

# PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

A. Engage a professional structural engineer, where required by State statute.

## 2.2 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Due to the corrosive atmosphere, carbon steel and galvanized steel products are not allowed. Only stainless steel or non-metallic products are allowed.
- B. Stainless Steel Slotted Support Systems: Preformed steel channels and angles with minimum 13/32-inch- diameter holes at a maximum of 8 inches o.c. in at least one surface.
  - 1. Manufacturer: Unistrut; Part of Atkore International, or equal.
  - 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  - 3. Material for Channel, Fittings, and Accessories: Stainless Steel.
  - 4. Channel Width: 1-5/8 inches, or 1-1/4 inches, or 13/16 inches.
- C. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with minimum 13/32-inch- diameter holes at a maximum of 8 inches o.c., in at least one surface.
  - 1. Manufacturers: Select as appropriate.
  - 2. Standard: Comply with MFMA-4 factory-fabricated components for field assembly.
  - 3. Channel Width: Select for load criteria.
  - 4. Fittings and Accessories: Products provided by channel and angle manufacturer and designed for use with those items.
  - 5. Fitting and Accessory Materials: Same as those for channels and angles, except metal items may be stainless steel.
  - 6. Rated Strength: Selected to suit applicable load criteria.

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- 7. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. Support for Conductors in Vertical Conduit: Factory-fabricated assembly consisting of threaded body and insulating wedging plug or plugs for nonarmored electrical conductors or cables in riser conduits. Plugs shall have number, size, and shape of conductor gripping pieces as required to suit individual conductors or cables supported.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M steel plates, shapes, and bars; Stainless Steel.
- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
  - 1. Mechanical-Expansion Anchors: Insert-wedge-type, Stainless steel, for use in hardened cement concrete, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
    - a. Subject to compliance with requirements, provide products by one of the following:
      - 1) B-line, an Eaton business.
      - 2) Hilti, Inc.
  - 2. Concrete Inserts: Stainless steel, slotted support system units similar to MSS Type 18 units and comply with MFMA-4 or MSS SP-58.
  - 3. Clamps for Attachment to Steel Structural Elements: MSS SP-58 units suitable for attached structural element.
  - 4. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
  - 5. Hanger Rods: Threaded stainless steel.

#### 2.3 FABRICATED METAL EQUIPMENT SUPPORT ASSEMBLIES

A. Description: Welded or bolted structural, stainless steel shapes, shop or field fabricated to fit dimensions of supported equipment.

# 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:

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- 1. NECA 1.
- 2. NECA 101
- 3. NECA 102.
- 4. NECA 105.
- 5. NECA 111.
- B. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- C. Maximum Support Spacing and Minimum Hanger Rod Size for Raceways: Space supports for EMT, IMC, and RMC as required in NECA 1, where its Table 1 lists maximum spacings that are less than those stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- D. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other 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 single or two bolt conduit clamps, as required.

# 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, IMC and RMC 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 25 percent.
- 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 Existing Concrete: Expansion anchor fasteners or epoxied stainless steel or all-thread rod.
  - 2. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts, or Beam clamps (MSS SP-58, Type 19, 21, 23, 25, or 27), complying with MSS SP-69 Spring-tension clamps.
  - 3. To Light Steel: Sheet metal screws.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.

# 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS

- A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor electrical materials and equipment.
- B. Field Welding: Comply with AWS D1.1/D1.1M.

END OF SECTION 260529

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# SECTION 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS

# PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes:
  - 1. Type EMT-S raceways and elbows.
  - 2. Type ERMC-S raceways, elbows, couplings, and nipples.
  - 3. Type LFMC raceways.
  - 4. Fittings for conduit, tubing, and cable.
  - 5. Threaded metal joint compound.
  - 6. Solvent cements.
  - 7. Termination boxes.
  - 8. Cabinets, cutout boxes, junction boxes, pull boxes, and miscellaneous enclosures.
- B. Related Requirements:
  - 1. Section 260519 "Low-Voltage for Electrical Power Conductors and Cables" for nonmetallic underground conduit with conductors (Type NUCC).

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
  - 1. Wireways and auxiliary gutters.
  - 2. Surface metal raceways.
  - 3. Surface nonmetallic raceways.
  - 4. Floor boxes.
  - 5. Cabinets, cutout boxes, and miscellaneous enclosures.
- B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details. Show that floor boxes are located to avoid interferences and are structurally allowable. Indicate floor thickness where boxes are embedded in concrete floors and underfloor clearances where boxes are installed in raised floors.

# PART 2 - PRODUCTS

# 2.1 TYPE EMT-S RACEWAYS AND ELBOWS

- A. Performance Criteria:
  - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.

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- 2. General Characteristics: UL 797 and UL Category Control Number FJMX.
- B. Steel Electrical Metal Tubing (EMT-S) and Elbows:
  - 1. Material: Steel.
  - 2. Options:
    - a. Exterior Coating: Zinc.
    - b. Interior Coating: Zinc with organic top coating.
    - c. Minimum Trade Size: Metric designator 16 (trade size ½).
    - d. Colors: As indicated on Drawings.

#### 2.2 TYPE ERMC-S RACEWAYS, ELBOWS, COUPLINGS, AND NIPPLES

- A. Performance Criteria:
  - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - 2. General Characteristics: UL 6 and UL Category Control Number DYIX.
- B. Galvanized-Steel Electrical Rigid Metal Conduit (ERMC-S-G), Elbows, Couplings, and Nipples:
  - 1. Exterior Coating: Zinc.
  - 2. Options:
    - a. Interior Coating: Zinc with organic top coating.
    - b. Minimum Trade Size: Metric designator 16 (trade size 1/2).
    - c. Colors: As indicated on Drawings.

#### 2.3 TYPE LFMC RACEWAYS

- A. Performance Criteria:
  - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - 2. General Characteristics: UL 360 and UL Category Control Number DXHR.
- B. Steel Liquidtight Flexible Metal Conduit (LFMC-S):
  - 1. Material: Steel.
  - 2. Options:
    - a. Minimum Trade Size: Metric designator 16 (trade size ½).
    - b. Colors: As indicated on Drawings.

#### 2.4 FITTINGS FOR CONDUIT, TUBING, AND CABLE

- A. Performance Criteria:
  - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.

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- B. Fittings for Type ERMC, Type IMC, Type PVC, Type EPEC, and Type RTRC Raceways:
  - 1. General Characteristics: UL 514B and UL Category Control Number DWTT.
  - 2. Options:
    - a. Material: Steel.
    - b. Coupling Method: Compression coupling.
    - c. Conduit Fittings for Hazardous (Classified) Locations: UL 1203.
    - d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.
- C. Fittings for Type EMT Raceways:
  - 1. General Characteristics: UL 514B and UL Category Control Number FKAV.
  - 2. Options:
    - a. Material: Steel.
    - b. Coupling Method: Compression coupling.
    - c. Conduit Fittings for Hazardous (Classified) Locations: UL 1203.
    - d. Expansion and Deflection Fittings: UL 651 with flexible external bonding jumper.
- D. Fittings for Type FMC Raceways:
  - 1. General Characteristics: UL 514B and UL Category Control Number ILNR.
- E. Fittings for Type LFMC and Type LFNC Raceways:
  - 1. General Characteristics: UL 514B and UL Category Control Number DXAS.

# 2.5 ELECTRICALLY CONDUCTIVE CORROSION-RESISTANT COMPOUNDS FOR THREADED CONDUIT

- A. Performance Criteria:
  - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - 2. General Characteristics: UL 2419 and UL Category Control Number FOIZ.

# 2.6 SOLVENT CEMENTS

- A. Performance Criteria:
  - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - 2. General Characteristics: As recommended by conduit manufacturer in accordance with UL 514B and UL Category Control Number DWTT.
- B. Solvent Cements for Type PVC Raceways and Fittings:

#### 2.7 TERMINATION BOXES

- A. Description: Enclosure for termination base consisting of lengths of bus bars, terminal strips, or terminal blocks with provision for wire connectors to accommodate incoming or outgoing conductors or both.
- B. Performance Criteria:
  - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - 2. General Characteristics: UL 1773 and UL Category Control Number XCKT.
- C. Termination Boxes and Termination Bases for Installation on Line Side of Service Equipment:
  - 1. Additional Characteristics: Listed and labeled for installation on line side of service equipment.
- D. Termination Boxes and Termination Bases for Installation on Load Side of Service Equipment:
  - 1. Additional Characteristics: Listed and labeled for installation on load side of service equipment.

# 2.8 CABINETS, CUTOUT BOXES, JUNCTION BOXES, PULL BOXES, AND MISCELLANEOUS ENCLOSURES

- A. Performance Criteria:
  - 1. Regulatory Requirements: Listed and labeled in accordance with NFPA 70 and marked for intended location and use.
  - 2. General Characteristics:
    - a. Non-Environmental Characteristics: UL 50.
    - b. Environmental Characteristics: UL 50E.
- B. Indoor Sheet Metal Cabinets:
  - 1. Description: Enclosure provided with frame, mat, or trim in which swinging door or doors are or can be hung.
  - 2. Additional Characteristics: UL Category Control Number CYIV.
  - 3. Options:
    - a. Degree of Protection: Type 1.
- C. Indoor Sheet Metal Junction and Pull Boxes:
  - 1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
  - 2. Additional Characteristics: UL Category Control Number BGUZ.
  - 3. Options:
    - a. Degree of Protection: Type 1.
- D. Indoor Polymeric Junction and Pull Boxes:

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- 1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
- 2. Additional Characteristics: UL Category Control Number BGUZ.
- 3. Options:
  - a. Degree of Protection: Type 1.
- E. Outdoor Sheet Metal Junction and Pull Boxes:
  - 1. Description: Box with a blank cover that serves the purpose of joining different runs of raceway or cable.
  - 2. Additional Characteristics: UL Category Control Number BGUZ.
  - 3. Options:
    - a. Degree of Protection: Type 4.
- F. Outdoor Sheet Metal Miscellaneous Enclosures:
  - 1. Additional Characteristics: UL 1773 and UL Category Control Number XCKT.
  - 2. Options:
    - a. Degree of Protection: Type 4.

## PART 3 - EXECUTION

## 3.1 SELECTION OF RACEWAYS

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of raceways. Consult Architect for resolution of conflicting requirements.
- B. Outdoors:
  - 1. Exposed and Subject to Physical Damage: ERMC Corrosion-resistant EMT.
    - a. Locations less than 2.5 m (8 ft) above finished floor.
  - 2. Exposed and Not Subject to Physical Damage: ERMC Corrosion-resistant EMT .
- C. Indoors:
  - 1. Exposed and Not Subject to Physical Damage: ERMC EMT.
  - 2. Damp or Wet Locations: ERMC Corrosion-resistant EMT.
  - 3. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC .
- D. Raceway Fittings: Select fittings in accordance with NEMA FB 2.10 guidelines.
  - 1. ERMC and IMC: Provide threaded type fittings unless otherwise indicated.

## 3.2 SELECTION OF BOXES AND ENCLOSURES

- A. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for selection of boxes and enclosures. Consult Architect for resolution of conflicting requirements.
- B. Degree of Protection:
  - 1. Outdoors:
    - a. Type 4 unless otherwise indicated.
  - 2. Indoors:
    - a. Type 1 unless otherwise indicated.
- C. Exposed Boxes Installed Less Than 2.5 m (8 ft) Above Floor:
  - 1. Provide cast-metal boxes.
  - 2. Provide exposed cover. Flat covers with angled mounting slots or knockouts are prohibited.

# 3.3 INSTALLATION OF RACEWAYS

- A. Installation Standards:
  - 1. Unless more stringent requirements are specified in Contract Documents or manufacturers' written instructions, comply with NFPA 70 for installation of raceways. Consult Architect for resolution of conflicting requirements.
  - 2. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
  - 3. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.
  - 4. Comply with NECA NEIS 101 for installation of steel raceways.
  - 5. Comply with NECA NEIS 102 for installation of aluminum raceways.
  - 6. Comply with NECA NEIS 111 for installation of nonmetallic raceways.
  - 7. Install raceways square to the enclosure and terminate at enclosures without hubs with locknuts on both sides of enclosure wall. Install locknuts hand tight, plus one-quarter turn more.
  - 8. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to metric designator 35 (trade size 1-1/4) and insulated throat metal bushings on metric designator 41 (trade size 1-1/2) and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
  - 9. Raceway Terminations at Locations Subject to Moisture or Vibration:
    - a. Provide insulating bushings to protect conductors, including conductors smaller than No. 4 AWG. Install insulated throat metal grounding bushings on service conduits.
- B. General Requirements for Installation of Raceways:
  - 1. Complete raceway installation before starting conductor installation.

- 2. Provide stub-ups through floors with coupling threaded inside for plugs, set flush with finished floor. Plug coupling until conduit is extended above floor to final destination or a minimum of 2 ft above finished floor.
- 3. Install no more than equivalent of three 90-degree bends in conduit run except for control wiring conduits, for which no more than equivalent of two 90-degree fewer bends are permitted. Support within 12 inch of changes in direction.
- 4. Make bends in raceway using large-radius preformed ells except for parallel bends. Field bending must be in accordance with NFPA 70 minimum radii requirements. Provide only equipment specifically designed for material and size involved.
- 5. Conceal conduit within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- 6. Support conduit within 12 inch of enclosures to which attached.
- 7. Install raceway sealing fittings at accessible locations in accordance with NFPA 70 and fill them with listed sealing compound. For concealed raceways, install fitting in flush steel box with blank cover plate having finish similar to that of adjacent plates or surfaces. Install raceway sealing fittings in accordance with NFPA 70.
- 8. 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 interior of raceways at the following points:
  - a. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
  - b. Where an underground service raceway enters a building or structure.
  - c. Conduit extending from interior to exterior of building.
  - d. Conduit extending into pressurized duct and equipment.
  - e. Conduit extending into pressurized zones that are automatically controlled to maintain different pressure set points.
  - f. Where otherwise required by NFPA 70.
- 9. Do not install raceways or electrical items on "explosion-relief" walls or rotating equipment.
- 10. Do not install conduits within 2 inch of the bottom side of a metal deck roof.
- 11. Keep raceways at least 6 inch away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- 12. Cut conduit perpendicular to the length. For conduits metric designator 53 (trade size 2) and larger, use roll cutter or a guide to make cut straight and perpendicular to the length. Ream inside of conduit to remove burrs.
- 13. Install pull wires in empty raceways. Provide polypropylene or monofilament plastic line with not less than 200 lb tensile strength. Leave at least 12 inch of slack at both ends of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.
- C. Requirements for Installation of Specific Raceway Types:
  - 1. Types EMT-A, ERMC-A, and FMC-A:
    - a. Do not install aluminum raceways or fittings in contact with concrete or earth.
  - 2. Types ERMC and IMC:
    - a. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound that maintains electrical conductivity to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
  - 3. Type ERMC-S-PVC:

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- a. Follow manufacturer's installation instructions for clamping, cutting, threading, bending, and assembly.
- b. Provide PVC-coated sealing locknut for exposed male threads transitioning into female NPT threads that do not have sealing sleeves, including transitions from PVC couplings/female adapters to Type ERMC-S-PVC elbows in direct-burial applications. PVC-coated sealing locknuts must not be used in place of conduit hub. PVC-coated sealing locknut must cover exposed threads on Type ERMC-S-PVC raceway.
- c. Coat field-cut threads on PVC-coated raceway with manufacturer-approved corrosion-preventing conductive compound prior to assembly.
- 4. Types FMC, LFMC, and LFNC:
  - a. Comply with NEMA RV 3. Provide a maximum of 36 inch of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
- 5. Types PVC and EPEC:
  - a. Do not install Type PVC or Type EPEC conduit where ambient temperature exceeds 122 deg F. Conductor ratings must be limited to 75 deg C except where installed in a trench outside buildings with concrete encasement, where 90 deg C conductors are permitted.
  - b. Comply with manufacturer's written instructions for solvent welding and fittings.
- 6. Type RTRC:
  - a. Do not install Type RTRC conduit where ambient temperature exceeds 230 deg F.
- D. Stub-ups to Above Recessed Ceilings:
  - 1. Provide EMT, IMC, or ERMC for raceways.
  - 2. Provide a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.
- E. Raceway Fittings: Install fittings in accordance with NEMA FB 2.10 guidelines.
  - 1. ERMC-S-PVC: Provide only fittings listed for use with this type of conduit. Patch and seal joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Provide sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
  - 2. EMT: Provide setscrew or compression steel fittings. Comply with NEMA FB 2.10.
  - 3. Flexible Conduit: Provide only fittings listed for use with flexible conduit type. Comply with NEMA FB 2.20.
- F. Expansion-Joint Fittings:
  - 1. Install in runs of aboveground PVC that are located where environmental temperature change may exceed 30 deg F and that have straight-run length that exceeds 25 ft. Install in runs of aboveground ERMC and EMT conduit that are located where environmental temperature change may exceed 100 deg F and that have straight-run length that exceeds 100 ft.
  - 2. Install type and quantity of fittings that accommodate temperature change listed for the following locations:
    - a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F temperature change.
    - b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F temperature change.

- c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F temperature change.
- d. Attics: 135 deg F temperature change.
- 3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per deg F of temperature change for PVC conduits. Install fitting(s) that provide expansion and contraction for at least 0.000078 inch per foot of length of straight run per deg F of temperature change for metal conduits.
- 4. Install expansion fittings at locations where conduits cross building or structure expansion joints.
- 5. Install expansion-joint fitting with position, mounting, and piston setting selected in accordance with manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.
- G. Raceways Penetrating Rooms or Walls with Acoustical Requirements:
  - 1. Seal raceway openings on both sides of rooms or walls with acoustically rated putty or firestopping.

# 3.4 INSTALLATION OF SURFACE RACEWAYS

- A. Install surface raceways only where indicated on Drawings.
- B. Install surface raceway with a minimum 2 inch radius control at bend points.
- C. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inch and with no less than two supports per straight raceway section. Support surface raceway in accordance with manufacturer's written instructions. Tape and glue are unacceptable support methods.

# 3.5 INSTALLATION OF BOXES AND ENCLOSURES

- A. Provide boxes in wiring and raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures.
- B. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to bottom of box unless otherwise indicated.
- C. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a raintight connection between box and cover plate or supported equipment and box, whether installed indoors or outdoors.
- D. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- E. Locate boxes so that cover or plate will not span different building finishes.

F. Support boxes in recessed ceilings independent of ceiling tiles and ceiling grid.

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- G. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for purpose.
- H. Fasten junction and pull boxes to, or support from, building structure. Do not support boxes by conduits.
- I. Set metal floor boxes level and flush with finished floor surface.
- J. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.
- K. Do not install aluminum boxes, enclosures, or fittings in contact with concrete or earth.
- L. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to ensure a continuous ground path.
- M. Boxes and Enclosures in Areas or Walls with Acoustical Requirements:
  - 1. Seal openings and knockouts in back and sides of boxes and enclosures with acoustically rated putty.
  - 2. Provide gaskets for wallplates and covers.

#### 3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

#### 3.7 **PROTECTION**

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
  - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
  - 2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

#### 3.8 CLEANING

A. Boxes: Remove construction dust and debris from device boxes, outlet boxes, and floor-mounted enclosures before installing wallplates, covers, and hoods.

#### 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. Identification Labels
  - 3. Arc-Flash Warning Labels.
  - 4. Tags.
  - 5. Signs.
  - 6. Cable ties.
  - 7. Paint for identification.
  - 8. Fasteners for labels and signs.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for electrical identification products.
- B. Samples: For each type of label and sign to illustrate composition, size, colors, lettering style, mounting provisions, and graphic features of identification products.
- C. Identification Schedule: For each piece of electrical equipment and electrical system components to be an index of nomenclature for electrical equipment and system components used in identification signs and labels. Use same designations indicated on Drawings.

#### PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

A. Comply with ASME A13.1.

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- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145 for safety color codes.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Comply with NFPA 70E requirements for arc-flash warning labels.
- F. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

## 2.2 COLOR AND LEGEND REQUIREMENTS

- A. Raceways and Cables Carrying Circuits at 600 V or Less:
  - 1. Black letters on an orange field.
  - 2. Legend: Indicate voltage and system or service type.
- B. 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.
  - 2. Colors for 208/120-V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
    - c. Phase C: Blue.
  - 3. Colors for 240-V Circuits:
    - a. Phase A: Black.
    - b. Phase B: Red.
  - 4. Colors for 480/277-V Circuits:
    - a. Phase A: Brown.
    - b. Phase B: Orange.
    - c. Phase C: Yellow.
  - 5. Color for Neutral: White or Grey.
  - 6. Color for Equipment Grounds: Green or Bare.
  - 7. Colors for Isolated Grounds: Green with white stripe.
- C. Warning Label Colors:
  - 1. Identify system voltage with black letters on an orange background.
- D. Warning labels and signs shall include, but are not limited to, the following legends:

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- 1. Workspace Clearance Warning: "WARNING OSHA REGULATION AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES," or distance required by the NEC.
- E. Equipment Identification Labels:
  - 1. Black letters on a white field.

## 2.3 LABELS

- A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with a clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.
- B. Self-Adhesive Wraparound Labels: Preprinted, 3-mil- thick, vinyl flexible label with acrylic pressure-sensitive adhesive.
  - 1. Brady, or approved equal.
  - 2. 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.
  - 3. Marker for Labels: Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.
- C. Self-Adhesive Labels: Polyester, thermal, transfer-printed, 3-mil- thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
  - 1. Brady, or approved equal.
  - 2. Minimum Nominal Size:
    - a. 1-1/2 by 6 inches for raceway and conductors.
    - b. 3-1/2 by 5 inches for equipment.
- D. Heat-shrinkable Wire Labels: Tubular, Machine-printed, heat-shrink polyolefin. UL244 Recognized.
  - 1. Brady, Dymo or approval equal.

#### 2.4 TAGS

A. Metal Tags: Stainless steel, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking cable tie fastener.

#### 2.5 SIGNS

- A. Laminated Acrylic or Melamine Plastic Signs:
  - 1. Engraved legend.
  - 2. Thickness:

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- a. For signs up to 20 sq. in., minimum 1/16 inch thick.
- b. For signs larger than 20 sq. in., 1/8 inch thick.
- c. Engraved legend with black letters on white face.
- d. Punched or drilled for mechanical fasteners with 1/4-inch grommets, or selfadhesive, in corners for mounting.
- e. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

#### 2.6 CABLE TIES

- A. Manufacturer: 3M, or approved equal.
- B. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
  - 1. Minimum Width: 3/16 inch.
  - 2. Tensile Strength at 73 Deg F according to ASTM D 638: 12,000 psi.
  - 3. Temperature Range: Minus 40 to plus 185 deg F.
  - 4. Color: Black, except where used for color-coding.
- C. 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.
  - 2. Tensile Strength at 73 Deg F according to ASTM D 638: 12,000 psi.
  - 3. Temperature Range: Minus 40 to plus 185 deg F.
  - 4. Color: Black.

# 2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

A. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

# PART 3 - EXECUTION

#### 3.1 PREPARATION

A. 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.

## 3.2 INSTALLATION

A. Identification requirements applies to all new, relocated, and modified equipment. Existing equipment that is not being relocated or modified by new work is excluded.

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- B. 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.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.
- D. Verify identity of each item before installing identification products.
- E. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- F. Apply identification devices to surfaces that require finish after completing finish work.
- G. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- H. System Identification for Raceways and Cables under 600 V: Identification shall completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
  - 1. Secure tight to surface of conductor, cable, or raceway.
- I. Elevated Components: Increase sizes of labels, signs, and letters to those appropriate for viewing from the floor.
- J. Accessible Fittings for Raceways: Identify the covers of each junction and pull box of the following systems with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. "POWER."
  - 2. "CONTROL."
- K. Vinyl Wraparound Labels:
  - 1. Secure tight to surface of raceway or cable at a location with high visibility and accessibility.
  - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to the location and substrate.
- L. Self-Adhesive Wraparound Labels: Secure tight to surface at a location with high visibility and accessibility.
- M. Self-Adhesive Labels:
  - 1. On each item, 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- high letters on 1-1/2-inch- high label; where two lines of text are required, use labels 2 inches high.
- N. Marker Tapes: Secure tight to surface at a location with high visibility and accessibility.

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- O. 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 where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.
- P. Tape and Stencil: Comply with requirements in painting Sections for surface preparation and paint application.
- Q. Floor Marking Tape: Apply stripes to finished surfaces following manufacturer's written instructions.
- R. Metal Tags:
  - 1. Place in a location with high visibility and accessibility.
  - 2. Secure using general-purpose cable ties.
- S. Laminated Acrylic or Melamine Plastic Signs:
  - 1. Attach signs that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
  - 2. Unless otherwise indicated, provide a single line of text with 1/2-inch- high letters on 1-1/2-inch- high sign; where two lines of text are required, use labels 2 inches high.
- T. Cable Ties: General purpose, for attaching tags, except as listed below:
  - 1. Outdoors: UV-stabilized nylon.

#### 3.3 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. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits, More Than 30V to Ground: Identify with self-adhesive raceway labels.
  - 1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- D. Accessible Fittings for Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive labels containing the wiring system legend and system voltage. System legends shall be as follows:

## 1. "POWER."

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# 2. "CONTROL."

- E. Power-Circuit Conductor Identification, 600 V or Less: For conductors in pull and junction boxes, use vinyl wraparound labels, or self-adhesive wraparound labels to identify the phase.
  - 1. Locate identification at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- F. Control-Circuit Conductor Identification: For conductors and cables in pull and junction boxes, use self-adhesive labels with the conductor or cable designation, origin, and destination.
- G. Control-Circuit Conductor Termination Identification: For identification at terminations, provide machine-printed, heat-shrinkable labels with the conductor designation.
- H. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Selfadhesive labels.
  - 1. Apply to exterior of door, cover, or other access.
- I. Emergency Operating Instruction Signs: Self-adhesive labels or Baked-enamel warning signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer, load shedding or standby generator connection.
- J. Equipment Identification Labels:
  - 1. Indoor Equipment: Self-adhesive label.
  - 2. Equipment to Be Labeled:
    - a. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a self-adhesive laminated acrylic or melamine label.
    - b. Enclosures and electrical cabinets.
    - c. Emergency system boxes and enclosures.
    - d. Enclosed switches.
    - e. Enclosed circuit breakers.
    - f. Enclosed controllers.
    - g. Push-button stations.
    - h. Battery racks.
    - i. Power-generating units.
    - j. Monitoring and control equipment.
    - k. UPS equipment.
    - 1. Fiber Optic Cabling and Systems

#### END OF SECTION 260553

## SECTION 260805 – GENERAL REQUIREMENTS FOR ELECTRICAL WORK

## SECTION 260805 - GENERAL REQUIREMENTS FOR ELECTRICAL WORK

#### PART 1 GENERAL 1 SECTION INCLUDES

- A. General requirements specifically applicable to Division 26 in addition to Division 1 provisions.
- B. The electrical system equipment and installation shall comply with all provisions and requirements of this specification, as well as all applicable national, state and local codes and standards.

#### 1.2 WORK SEQUENCE

A. Construct Work in sequence under provisions of Division 01.

#### 1.3 COORDINATION

A. Coordinate the Work specified in this Division under provisions of Division 01.

#### 1.4 **REFERENCES**

- A. ANSI/NFPA 70 National Electrical Code (NEC), the latest adopted edition by the State of Alaska
- B. NECA Standard of Installation.
- C. NETA ATS Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- D. ANSI/IEEE C2 National Electrical Safety Code, the latest adopted edition.

#### 1.5 SUBMITTALS

- A. Provide equipment submittals for material not provided by the Owner. Submittals shall be approved by the Owner's Engineer before purchase. Submittals shall include wiring diagrams, component parts, dimensions, etc.
- 1.6 ASBUILT DRAWINGS
- A. Mark up a clean set of drawings as the work progresses to show changes. Use red for additions, and green for deletions.

## SECTION 260805 – GENERAL REQUIREMENTS FOR ELECTRICAL WORK

## 1.7 OPERATION AND MAINTENANCE MANUALS

- A. Provide one (1) operation and maintenance manuals for approval by the Owner. After approval, provide two (2) copies for use by the Owner's O & M personnel.
- B. Manuals shall be hard cover, loose-leaf binders with pages reinforced to prevent pullout and shall be separate from other divisions.

## 1.8 DEMONSTRATION OF ELECTRICAL SYSTEMS

- A. During the substantial completion inspection:
  - 1. Conduct operating test for approval under provisions of Division 01.
  - 2. Demonstrate installation to operate satisfactorily in accordance with the requirements of the contract documents.
  - 3. Have instruments available for measuring voltage and current values, and for demonstration of continuity, grounds, or open circuit conditions.
  - 4. Provide personnel to assist in taking measurements, making tests, and demonstrating that all systems operate correctly.

#### PART 2 PRODUCTS

## 2.1 MATERIALS AND EQUIPMENT

- A. All Materials and Equipment shall be new and shall be listed and labeled by Underwriter's Laboratories (UL), or another third-party listing agency with NRTL authority.
- B. Materials shall be designed and approved by manufacturer for installation in the type of space for which they are intended (e.g., outdoor, corrosive environment, etc.).

## PART 3 EXECUTION

#### 3.1 WORKMANSHIP

A. Install Work using procedures defined in the NECA Standard of Installation and/or the manufacturer's installation instructions. Install Work meeting the requirements of the adopted codes (NFPA 70, etc.), industry standards (IEEE, etc.), and industry best practices for the region.

#### 3.2 TESTS

A. As specified in Section 260810 – Testing Electrical Systems

## END OF SECTION 260805

## SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

# SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Non-fusible switches.
  - 2. Molded-case circuit breakers (MCCBs).
  - 3. Molded-case switches.
  - 4. Enclosures.

#### 1.3 DEFINITIONS

- A. NC: Normally closed.
- B. NO: Normally open.
- C. SPDT: Single pole, double throw.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include nameplate ratings, dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
  - 1. Enclosure types and details for types other than NEMA 250, Type 1.
  - 2. Current and voltage ratings.
  - 3. Short-circuit current ratings (interrupting and withstand, as appropriate).
  - 4. Include evidence of a nationally recognized testing laboratory (NRTL) listing for series rating of installed devices.
  - 5. Detail features, characteristics, ratings, and factory settings of individual overcurrent protective devices, accessories, and auxiliary components.
  - 6. Include time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.

# SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

## 1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals.
  - 1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
  - 2. Time-current coordination curves (average melt) for each type and rating of overcurrent protective device; include selectable ranges for each type of overcurrent protective device. Provide in PDF electronic format.

#### 1.6 FIELD CONDITIONS

A. Environmental Limitations: Keep temperature sensitive materials in warm storage.

# 1.7 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 from date of Substantial Completion.

# PART 2 - PRODUCTS

# 2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Enclosed switches and circuit breakers shall withstand the effects of earthquake motions determined according to ASCE.
  - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."

#### 2.2 GENERAL REQUIREMENTS

- A. Source Limitations: Obtain enclosed switches and circuit breakers, overcurrent protective devices, components, and accessories, within same product category, from single manufacturer.
- B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by an NRTL, and marked for intended location and application.

# SECTION 262816 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS

- D. Comply with NFPA 70, the National Electrical Code (NEC).
- E. Type GD, General Duty, Three Pole, Single Throw, 240-V ac, 600 A and Smaller: UL 98 and NEMA KS 1, horsepower rated, lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- F. Type HD, Heavy Duty, Three Pole, Single Throw, 600-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.
- G. Type HD, Heavy Duty, Six Pole, Single Throw, 600-V ac, 200 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.

## 2.3 MOLDED-CASE CIRCUIT BREAKERS

- A. Circuit breakers shall be constructed using glass-reinforced insulating material. Current carrying components shall be completely isolated from the handle and the accessory mounting area.
- B. Circuit breakers shall have a toggle operating mechanism with common tripping of all poles, which provides quick-make, quick-break contact action. The circuit-breaker handle shall be over center, be trip free, and reside in a tripped position between on and off to provide local trip indication. Circuit-breaker escutcheon shall be clearly marked on and off in addition to providing international I/O markings. Equip circuit breaker with a push-to-trip button, located on the face of the circuit breaker to mechanically operate the circuit-breaker tripping mechanism for maintenance and testing purposes.
- C. The maximum ampere rating and UL, IEC, or other certification standards with applicable voltage systems and corresponding interrupting ratings shall be clearly marked on face of circuit breaker.
- D. MCCBs shall be equipped with a device for locking in the isolated position.
- E. Lugs shall be suitable for 70C rated wire.
- F. Standard: Comply with UL 489 with interrupting capacity to comply with available fault currents.
- G. Thermal-Magnetic Circuit Breakers: Inverse time-current thermal element for low-level overloads and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
- H. Adjustable, Instantaneous-Trip Circuit Breakers: Magnetic trip element with front-mounted, field-adjustable trip setting.
- I. Features and Accessories:
  - 1. Standard frame sizes, trip ratings, and number of poles.
  - 2. Lugs: Mechanical Compression type, suitable for number, size, trip ratings, and conductor material.

ENCLOSED SWITCHES AND CIRCUIT BREAKERS 262816 - 3

#### 2.4 MOLDED-CASE SWITCHES

- A. Description: MCCB with fixed, high-set instantaneous trip only, and short-circuit withstand rating equal to equivalent breaker frame size interrupting rating.
- B. Standard: Comply with UL 489 with interrupting capacity to comply with available fault currents.
- C. Features and Accessories:
  - 1. Standard frame sizes and number of poles.
  - 2. Lugs:
    - 1. Mechanical Compression type, suitable for number, size, trip ratings, and conductor material.
    - 2. Lugs shall be suitable for 70C rated wire.

#### 2.5 ENCLOSURES

- A. Enclosed Switches and Circuit Breakers: 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 a brush finish on Type 304/316 stainless steel (NEMA 250, Type 4X stainless steel).
- C. Conduit Entry: NEMA 250, Type 4X, enclosures shall contain no knockouts.
- D. Operating Mechanism: The circuit-breaker operating handle shall be externally operable with the operating mechanism being an integral part of the box. The cover interlock mechanism shall have an externally operated override. The override shall not permanently disable the interlock mechanism, which shall return to the locked position once the override is released. The tool used to override the cover interlock mechanism shall not be required to enter the enclosure in order to override the interlock.
- E. Enclosures designated as NEMA 250, Type 4X stainless steel, shall have a dual cover interlock mechanism to prevent unintentional opening of the enclosure cover when the circuit breaker is ON and to prevent turning the circuit breaker ON when the enclosure cover is open.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Commencement of work shall indicate Installer's acceptance of the areas and conditions as satisfactory.

ENCLOSED SWITCHES AND CIRCUIT BREAKERS 262816 - 4

#### 3.2 PREPARATION

- A. Interruption of Existing Electric Service: Do not interrupt electric service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary electric service according to requirements indicated:
  - 1. Provide in writing for Owner's approval, two (2) days in advance, of interruption of power for installation work this Project.
  - 2. Comply with NFPA 70E.

#### 3.3 ENCLOSURE ENVIRONMENTAL RATING APPLICATIONS

- A. Enclosed Switches and Circuit Breakers: Provide enclosures at installed locations with the following environmental ratings.
  - 1. All locations: Type 4X, stainless steel

#### 3.4 INSTALLATION

- A. Coordinate layout and installation of switches, circuit breakers, 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 and circuit breakers with tops at uniform height unless otherwise indicated.
- C. Comply with NFPA 70 and NECA 1.

#### 3.5 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.

#### 3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
- B. Tests and Inspections for Switches:
  - 1. Visual and Mechanical Inspection:
    - 1. Inspect physical and mechanical condition.
    - 2. Inspect anchorage, alignment, grounding, and clearances.
    - 3. Verify that the unit is clean.

ENCLOSED SWITCHES AND CIRCUIT BREAKERS 262816 - 5

- 4. 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.
- 5. Verify correct phase barrier installation.
- 6. Verify lubrication of moving current-carrying parts and moving and sliding surfaces.
- 2. Electrical Tests:
  - 1. 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.
  - 2. 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.
  - 3. Perform ground fault test according to NETA ATS 7.14 "Ground Fault Protection Systems, Low-Voltage."
- C. Tests and Inspections for Molded Case Circuit Breakers:
  - 1. Visual and Mechanical Inspection:
    - 1. Verify that equipment nameplate data are as described in the Specifications and shown on the Drawings.
    - 2. Inspect physical and mechanical condition.
    - 3. Inspect anchorage, alignment, grounding, and clearances.
    - 4. Verify that the unit is clean.
    - 5. Operate the circuit breaker to ensure smooth operation.
    - 6. 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.
- 7. Inspect operating mechanism, contacts, and chutes in unsealed units.
- 8. Perform adjustments for final protective device settings in accordance with the coordination study.
- 2. Electrical Tests:
  - 1. 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.
  - 2. Perform insulation-resistance tests for one minute on each pole, phase-to-phase and phase-to-ground with circuit breaker 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.
  - 3. Perform a contact/pole resistance test. 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.
  - 4. Perform insulation resistance tests on all control wiring with respect to ground. Applied potential shall be 500-V dc for 300-V rated cable and 1000-V dc for 600-V rated cable. Test duration shall be one minute. For units with solid state components, follow manufacturer's recommendation. Insulation resistance values shall be no less than two megohms.
- D. Enclosed switches and circuit breakers will be considered defective if they do not pass tests and inspections.
- E. Prepare test and inspection reports.
  - 1. Test procedures used.
  - 2. Include identification of each enclosed switch and circuit breaker tested and describe test results.
  - 3. List deficiencies detected, remedial action taken, and observations after remedial action.

#### 3.7 ADJUSTING

A. Adjust moving parts and operable components to function smoothly and lubricate as recommended by manufacturer.

END OF SECTION 262816

CBJ BARTLETT REGIONAL HOSPITAL- FUEL SYTEM UPGRADES CBJ Contract No. BE22-233 CITY AND BOROUGH OF JUNEAU BARTLETT REGIONAL HOSPITAL FUEL SYSTEM UPGRADES COVER PAGE CONTRACT NUMBER BE22-233

## **LOCATION MAP**

### ARCTIC OCEAN UTQIAGVIK KAKTOVIK CHUKCHI SEA KOTZEBUE ALASKA S NOME FAIRBANKS • BERING SEA BETHEL ANCHORAGE **K**PROJECT NEALL LOCATION 0 KODJAK UNALASKA PACIFIC OCEAN

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DRAWING #	DRAWING TITLE
G1.Ø	COVER PAGE
	LEGEND, ABBREVIATIONS, & GENERAL NOTES
G2.Ø	
M1.ØD	FUEL SYSTEM PLAN DEMOLITION
M1.Ø	FUEL SYSTEM PLAN CONSTRUCTION
M1.1	TEMPORARY FUEL TIE-IN
M1.2D	FUEL SYSTEM DEMOLITION
M7.Ø7A	FUEL SYSTEM P&ID TEMPORARY TIE-IN
M7.Ø7D	FUEL SYSTEM P&ID DEMOLITION
M7.Ø7	FUEL SYSTEM P&ID CONSTRUCTION
M9.Ø6	MECHANICAL DETAILS
C7.Ø2	REFERENCE PLANS
C7.Ø3	CIVIL DETAILS
P2.Ø2	BOILER ROOM FOUNDATION PLAN (REFERENCE)
E1.16D	ELECTRICAL PLAN DEMOLITION
E1.16	ELECTRICAL PLAN CONSTRUCTION

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	P&ID LEGEN	D
SYMBOL	DESCRIPTION	SYMBOL DESCRIPTION
	ABOVEGROUND LINE	IH LINE CAP
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	PIPE REDUCER	FILTER
$\bowtie$	BALL VALVE	
	GLOBE VALVE	PG PRESSURE GAUGE
~	CHECK VALVE	
¥	RELIEF VALVE	ζ
(LS)	LEVEL SWITCH	FLEXIBLE CONNECTION
(O)	VACUUM GAUGE	
Л		SUCTION PUMP
6	CENTRIFUGAL PUMP	

ABBREVIA	ATIONS:	GENERAL NOTES:
CBJ	CITY & BOROUGH OF JUNEAU	1) CONTRACTOR TO
FIN	FINISH	2) CONTRACTOR TO
FL	FLOOR	3) REUSE EXISTING
EL	ELEVATION	<ul><li>4) COORDINATE WI</li></ul>
SS	STAINLESS STEEL	WITH BARTLETT RE MINIMIZED TO LESS
FOS	FUEL OIL SUPPLY	SHUTDOWN.
FOR	FUEL OIL RETURN	5) PURGE, CLEAN,
MIN	МІЛІМИМ	PERMANENTLY MAR
GPR	GROUND PENETRATING RADAR	6) CONTRACTOR TO INSTALL NEW PIPIN
IMC	INTERNATIONAL MECHANICAL CODE	BACKFILL. UTILIZE
CMU	CONCRETE MASONRY UNIT	7) WHEREVER A DI DESIGN, UTILIZE TI

9) UNDERGROUND UTILITIES INCLUDING WATER MAINS, SEWER MAINS, CONDUIT, STEAM PIPING, STORM DRAIN, AND OTHERS MAY EXIST IN AREA OF EXCAVATION. CONTRACTOR TO VERIFY ALL SITE CONDITIONS, CALL DIAL BEFORE YOU DIG AT 586-1333 AND 811 FOR LOCATES OF ALL UNDERGROUND UTILITIES WITHIN THE WORK LIMITS PRIOR TO ANY WORK. COORDINATE WITH ALL APPLICABLE AGENCIES TO ASSIST IN LOCATING ADJACENT ASSETS PRIOR TO EXCAVATION.

10) CONTRACTOR TO PROVIDE TEMPORARY FUEL SUPPLY TO SERVE THE BOILER SYSTEM DURING CONSTRUCTION. TEMPORARY FUEL TANK TO BE A MINIMUM OF 5000 GALLONS. CONTRACTOR TO COORDINATE WITH FUEL VENDOR TO ENSURE CONSTANT SUPPLY OF FUEL DURING CONSTRUCTION. CONTRACTOR SHALL MEET ALL APPLICABLE CODE AND REGULATIONS FOR FIRE MARSHALL REQUIREMENTS IN THE PLACEMENT AND SAFEGUARDING OF THE TANK AND ASSOCIATED PIPING. SAFEGUARDING, AT A MINIMUM SHALL PREVENT UNAUTHORIZED ACCESS, ENVIRONMENTAL DAMAGE, VEHICULAR DAMAGE, AND FOUL PLAY THAT MAY INTERRUPT SERVICE OF THE BARTLETT REGIONAL HOSPITAL BOILER SYSTEM.

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CTOR TO VERIFY ALL EXISTING CONDITIONS BEFORE BEGINNING WORK.

CTOR TO COMPLETE UTILITY LOCATES BEFORE EXCAVATION.

XISTING PIPE/VENT/CONDUIT SUPPORTS WHERE POSSIBLE.

NATE WITH MARC WALKER (MWALKER@BARTLETTHOSPITAL.ORG, 907-796-8888) LETT REGIONAL HOSPITAL OPERATIONS TO ENSURE BOILER DOWNTIME IS TO LESS THAN 1 HOUR. OPERATIONS TO BE NOTIFIED 48 HOURS BEFORE ANY

CLEAN, AND CAP ANY BELOWGROUND LINES TO BE ABANDONED IN PLACE. TLY MARK EACH LINE TO BE ABANDONED AS "ABANDONED IN PLACE."

CTOR TO PROVIDE ALL EXCAVATION, BACKFILL, AND COMPACTION NECESSARY TO EW PIPING. REUSE EXCAVATED MATERIAL IF MEETS CBJ SPECIFICATIONS FOR UTILIZE NEW ASPHALT SUB-BASE MATERIAL, INSTALL PER CBJ SPECIFICATIONS.

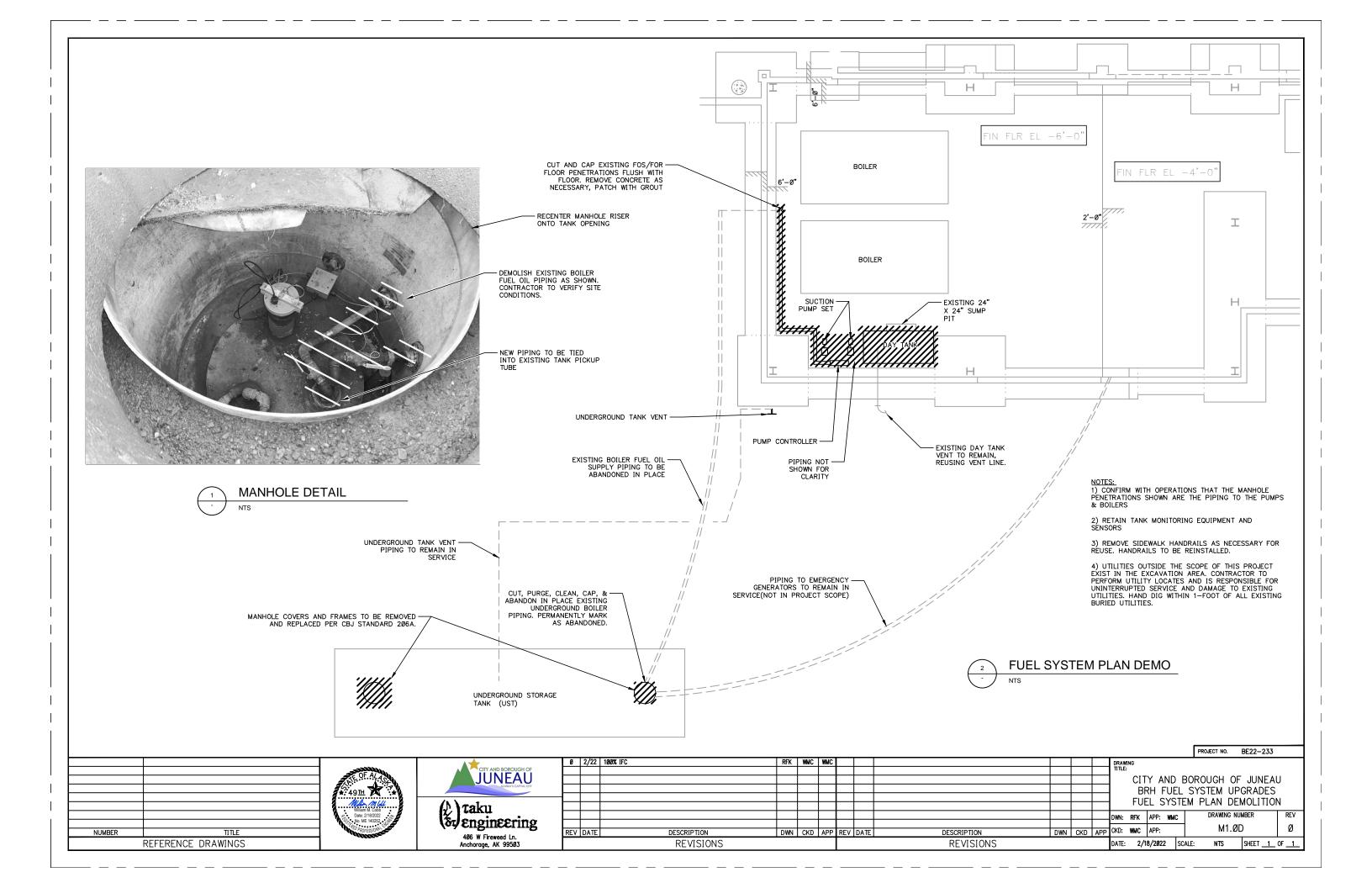
YER A DISCREPANCY EXISTS BETWEEN MANUFACTURER'S SPECIFICATIONS AND THIS TILIZE THE MORE STRINGENT REQUIREMENT.

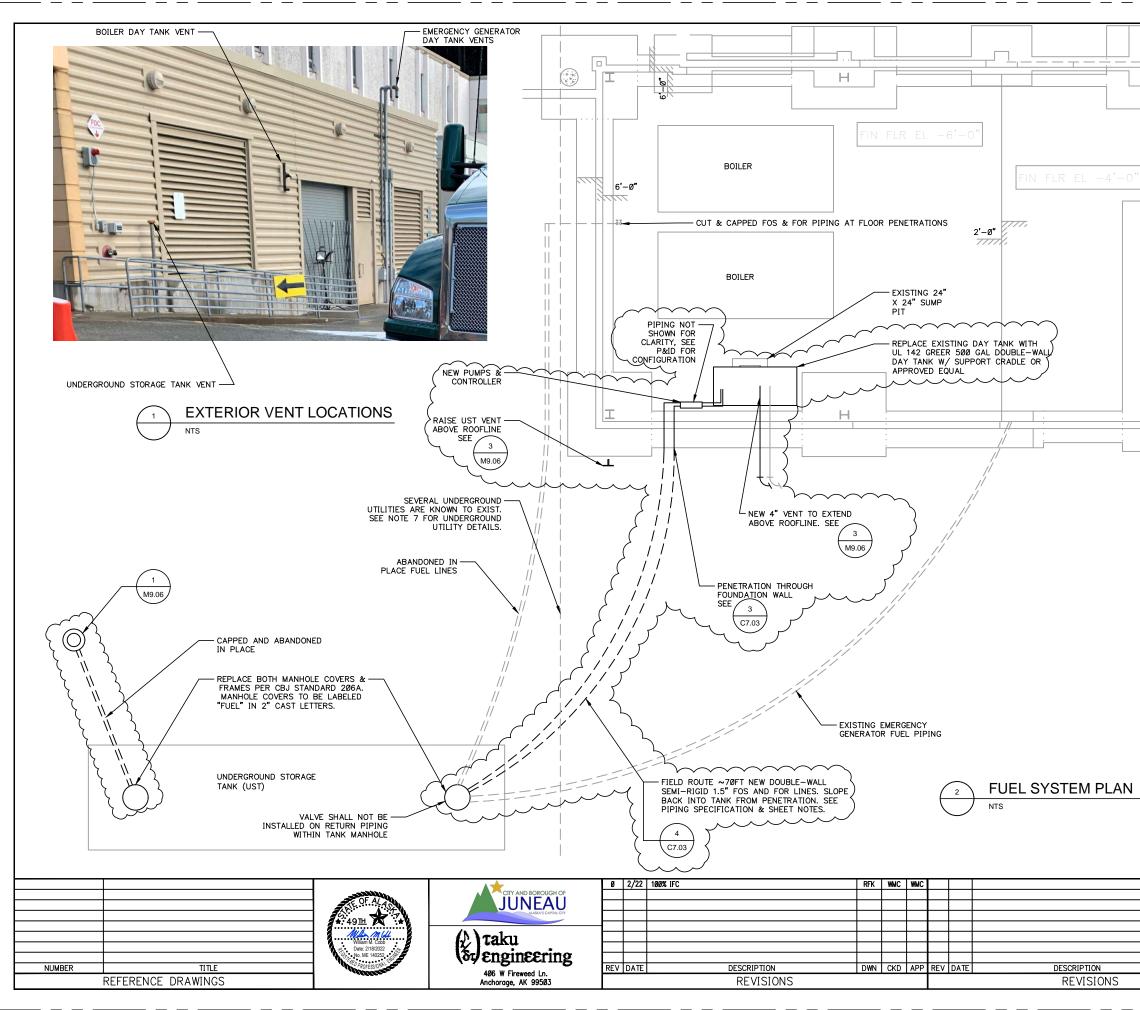
8) NO UNDERCUT OF SUB-BASE UNDERNEATH ASPHALT, CONCRETE, OR SOIL OUTSIDE THE LIMITS OF EXCAVATION SHALL BE PERMITTED. IF UNDERCUT OCCURS, CUT BACK ASPHALT/CONCRETE TO THE EXTENT NECESSARY TO ENSURE SUB-BASE ADJACENT TO EXCAVATION IS RETAINED.

11) ACCESS BY EMERGENCY VEHICLES, WHEELCHAIRS, AND FOOT TRAFFIC TO EMERGENCY ROOM ENTRANCE SHALL BE MAINTAINED AT ALL TIMES.



**Call** before you dig.





NOTES: 1) NEW UNDERGROUND FUEL PIPING TO SLOPE BACK INTO TANK NO LESS THAN 1/8" PER 1' FROM FOUNDATION WALL PENETRATION. MAINTAIN PIPING BURIAL DEPTH TO MAXIMUM EXTENT POSSIBLE WHILE ACHIEVING FUEL PIPING SLOPE REQUIREMENTS AND ACCOMMODATING BOILER ROOM PIPING CONFIGURATION. MINIMUM BURIAL DEPTH OF PIPING TO BE 12".

2) MINIMUM UPP FUEL PIPING BEND RADIUS TO BE 1 METER.

3) CROSS REFERENCE UPP PIPING INSTALLATION GUIDE.

4) EXAMINE PROPOSED FOUNDATION WALL PENETRATION LOCATION UTILIZING XRAY OR GPR IN ORDER TO PLACE THE PENETRATION TO AVOID DAMAGING EXISTING STRUCTURAL STEEL REINFORCEMENTS. PENETRATION NOT TO CUT INTO REINFORCEMENT BAR OR CABLE.

5) FINAL PLACEMENT OF FOUNDATION WALL PENETRATION TO BE APPROVED BY HOSPITAL OPERATIONS.

6) BORE FOUNDATION WALL PENETRATION WITH CYLINDRICAL HOLE SAW TO SMOOTH PROFILE.

7) REINSTALL SIDEWALK HANDRAILS TO MATCH EXISTING CONDITIONS.

8) SUPPORT PIPING PER IMC SECTION 305.

9) UNDERGROUND UTILITIES INCLUDING WATER MAINS, SEWER MAINS, CONDUIT, STEAM PIPING, STORM DRAINS, AND OTHERS MAY EXIST IN AREA OF EXCAVATION. CONTRACTOR TO VERIFY ALL SITE CONDITIONS, DIAL 586-1333 AND 811, AND COORDINATE WITH ALL APPLICABLE CITY AGENCIES TO ASSIST IN LOCATING ADJACENT ASSETS PRIOR TO EXCAVATION. REFER TO P7.02 FOR KNOWN UNDERGROUND UTILITY LOCATIONS.

10) VENT PIPING AND CAPS SHALL BE GALVANIZED.

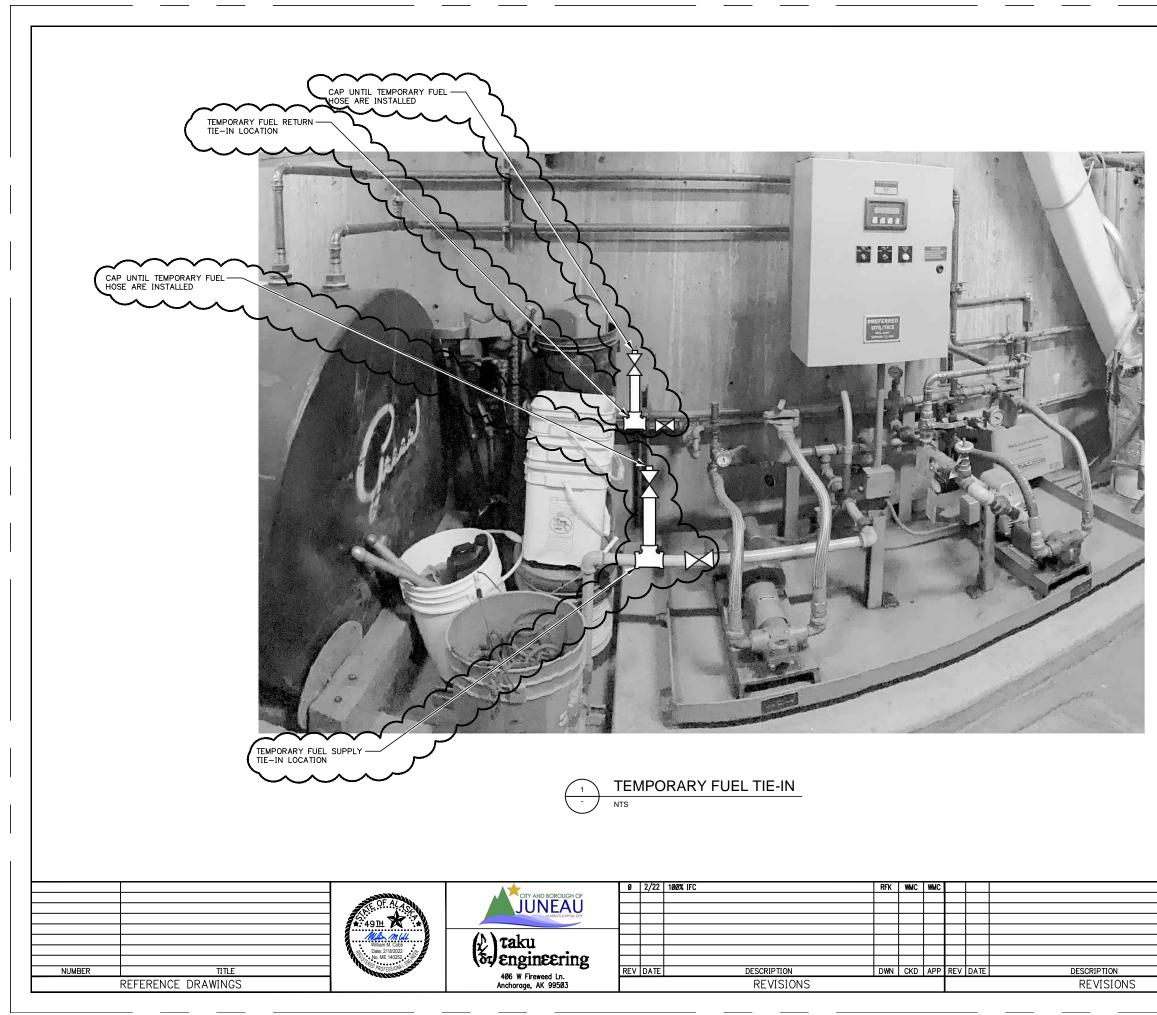
11) ALL MANHOLE FRAMES SHALL BE RAISED TO FINISH GRADE PRIOR TO PAVING. STRUCTURES NOT WITHIN ALLOWABLE TOLERANCES AFTER PAVING SHALL BE CONSTRUCTED TO CBJ STANDARD DETAIL 126.

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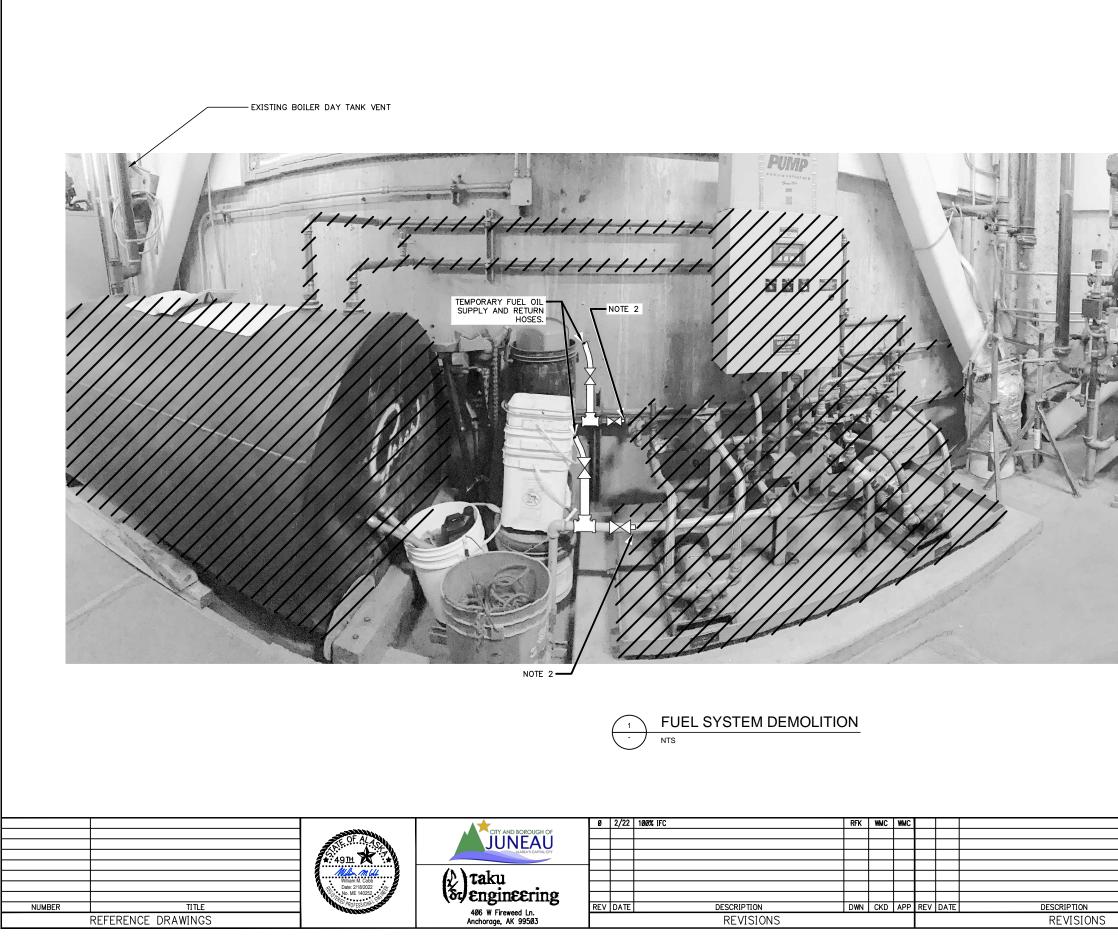


NOTES: 1) COORDINATE WITH OPERATIONS TO ENSURE BOILER DOWNTIME IS MINIMIZED TO LESS THAN 1 HOUR. OPERATIONS TO BE NOTIFIED 48 HOURS BEFORE ANY SHUTDOWN.

2) INSTALL TEES IN THE BOILER FUEL RETURN & SUPPLY LINES TO BE USED TO SUPPLY TEMPORARY FUEL.

3) INSTALL VALVES UPSTREAM OF TEES ON PUMP SIDE AND ON TEMPORARY FUEL SUPPLY SIDE TO BE USED FOR SYSTEM ISOLATION AND TURNOVER.

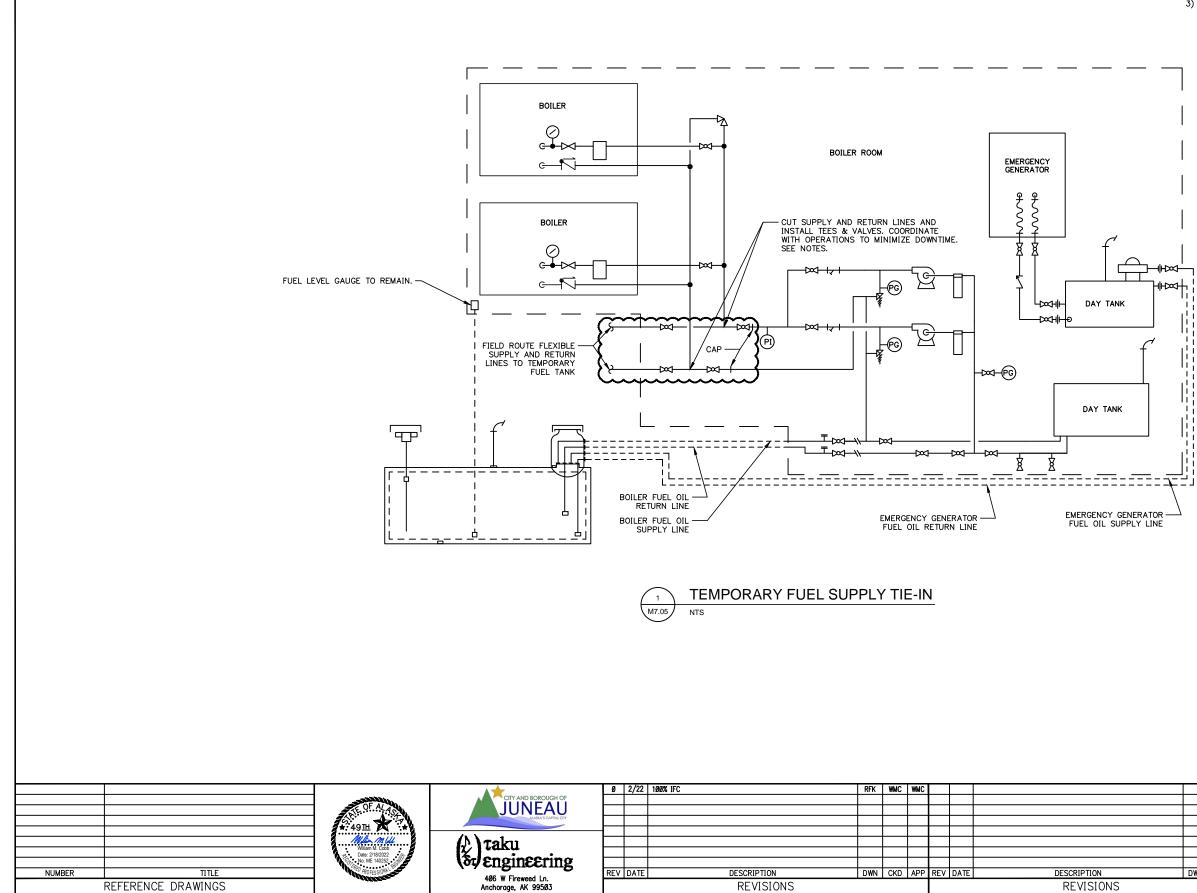
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NOTES: 1) REUSE EXISTING UNISTRUT/PIPE SUPPORTS WHERE AVAILABLE. 2) TEMPORARILY CAP VALVES ON PUMP SIDE UNTIL NEW PUMPS & PIPING ARE INSTALLED.

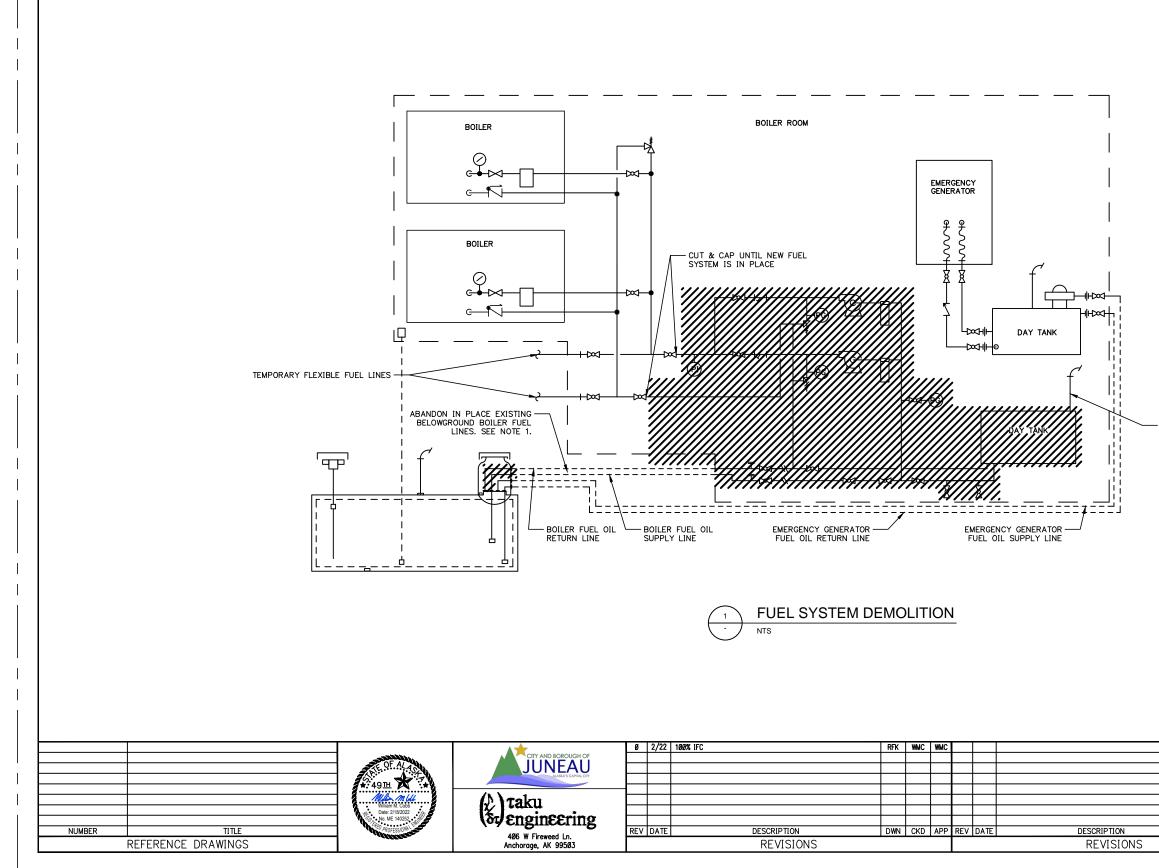
- REMOVE FOS AND FOR LINES INSIDE BUILDING TO FLOOR PENETRATION 111111 PROJECT NO. BE22-233

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NOTES: 1) THIS P&ID WAS RE-DRAWN FROM CLIENT PROVIDED P&ID. UNCLOUDED PORTIONS OF THIS DRAWING HAS NOT BEEN ASBUIL AND MAY NOT BE ACCURATE.
2) FUEL LINES TO BE DRAINED OF FUEL BEFORE CUTTING.
3) COLD CUTTING ONLY. NO HOT WORK ON FUEL LINES.

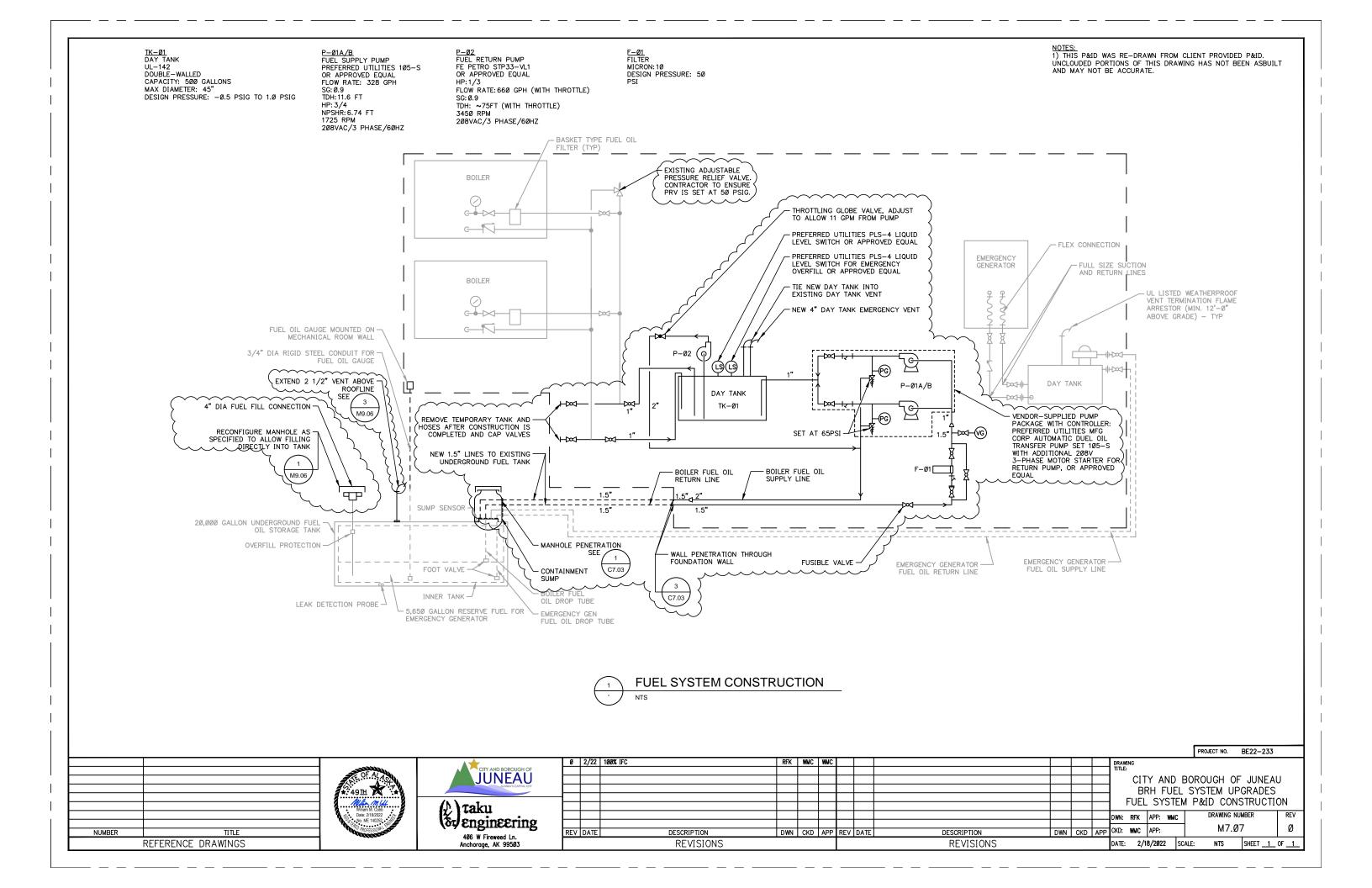
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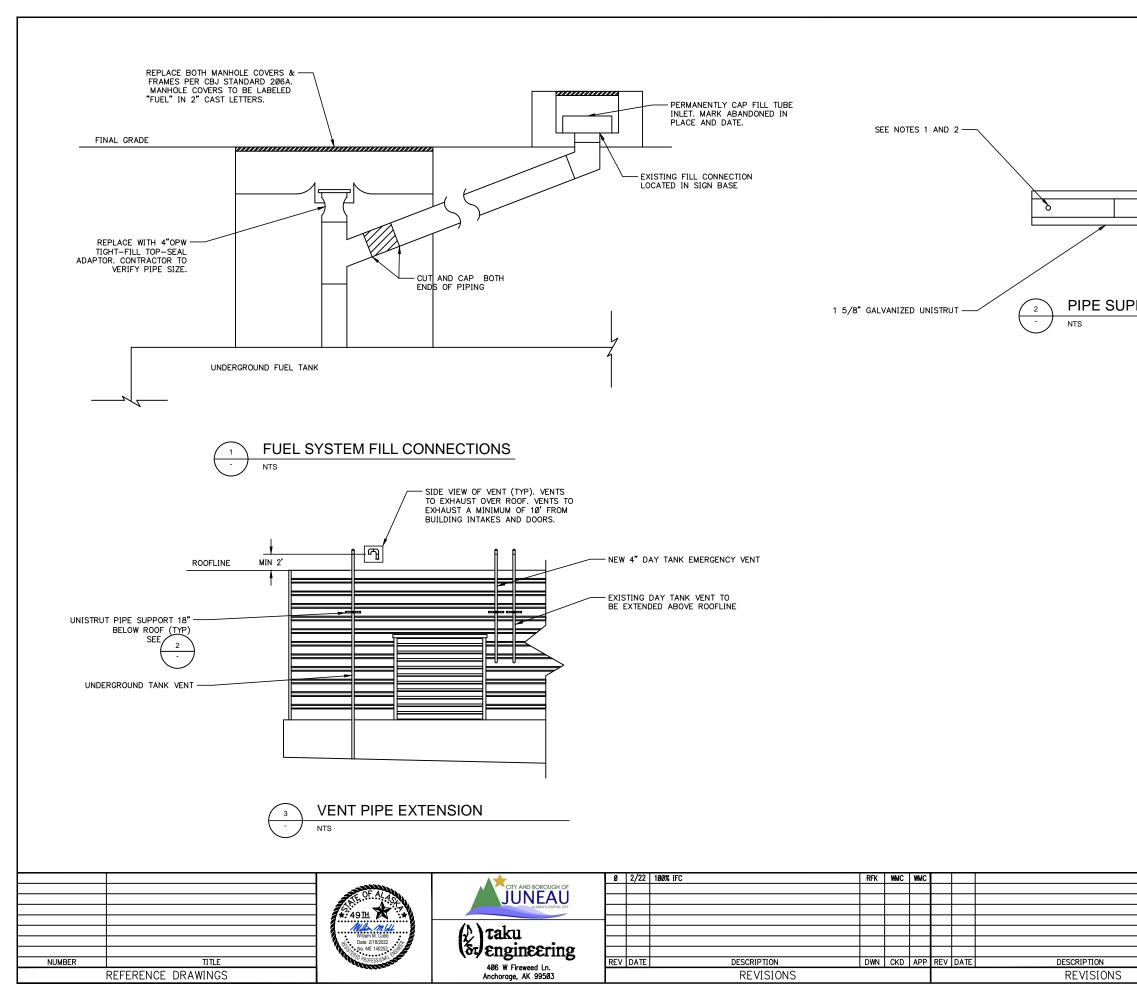


NOTES: 1) PURGE AND CLEAN FUEL LINE TO BE ABANDONED IN PLACE. PERMANENTLY TAG/MARK PIPING AS ABANDONED IN PLACE WITH DATE.

- MAINTAIN EXISTING VENT - TO BE TIED INTO NEW DAY TANK

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NOTES: 1) UTILIZE 3/8" X 2 1/2" SIMPSON STRONG-BOLT ZINC WEDGE ANCHOR OR APPROVED EQUAL FOR FASTENING UNISTRUT TO CONCRETE/CMU BLOCK.

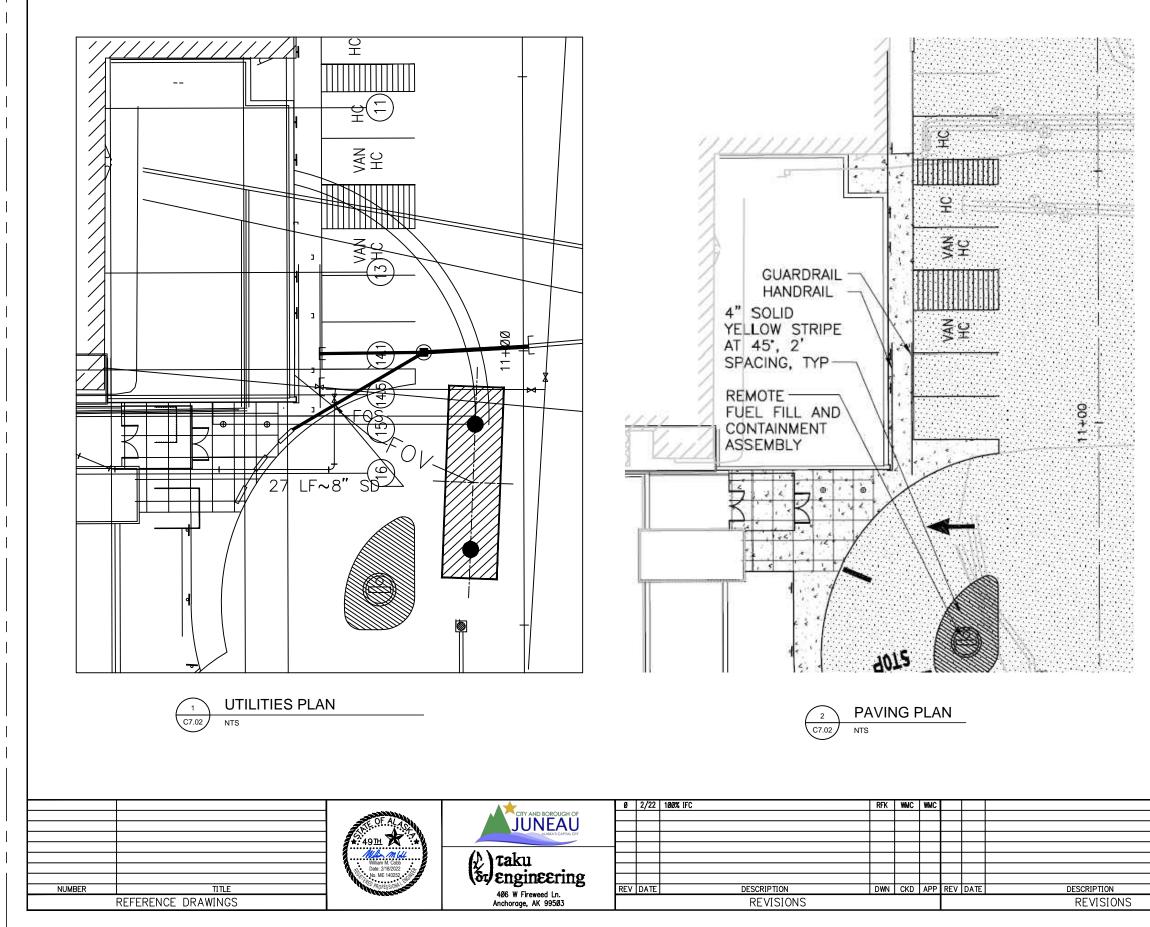
2) UTILIZE #10 SIMPSON STRONG-DRIVE SD GALVANIZED FASTENER OR APPROVED EQUAL FOR EXTERIOR USE OVER CORRUGATED WALL PANELS. MINIMUM EMBEDMENT INTO FRAMING OF 1 1/2".

— GALVANIZED PIPE CLAMP

0

PIPE SUPPORT DETAIL

							PROJECT NO.	BE22-233					
			DRAW										
				CITY AND BOROUGH OF JUNEAU BRH FUEL SYSTEM UPGRADES									
				MECHANICAL DETAILS									
			DWN:	RFK	APP: WM	c	DRAWING NU	REV					
DWN	CKD	APP	CKD:	WMC	APP:		M9.Ø6	5	Ø				
			DATE: 2/18/2022 S			SCAL	le: As shown	SHEET OF					

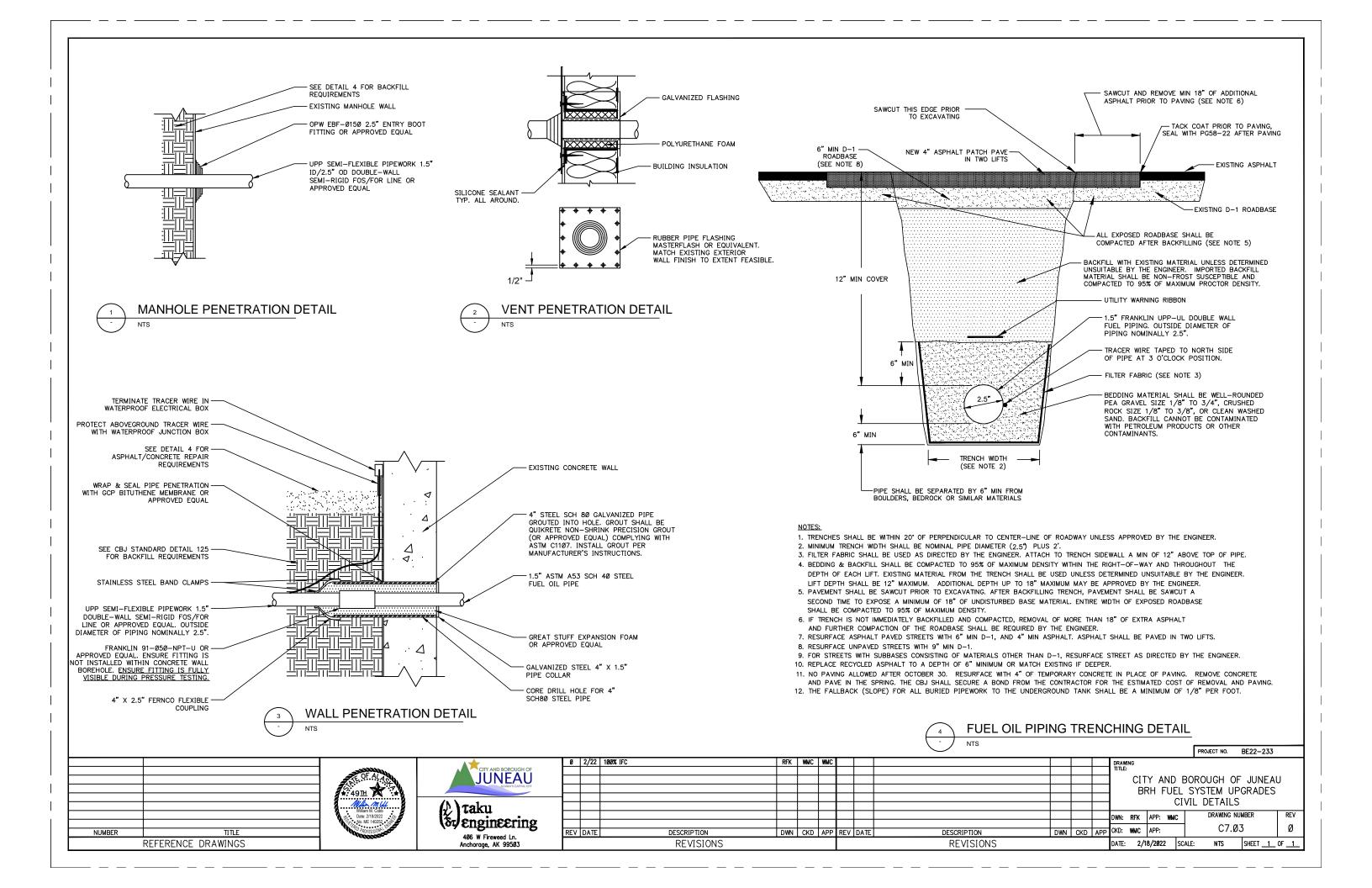


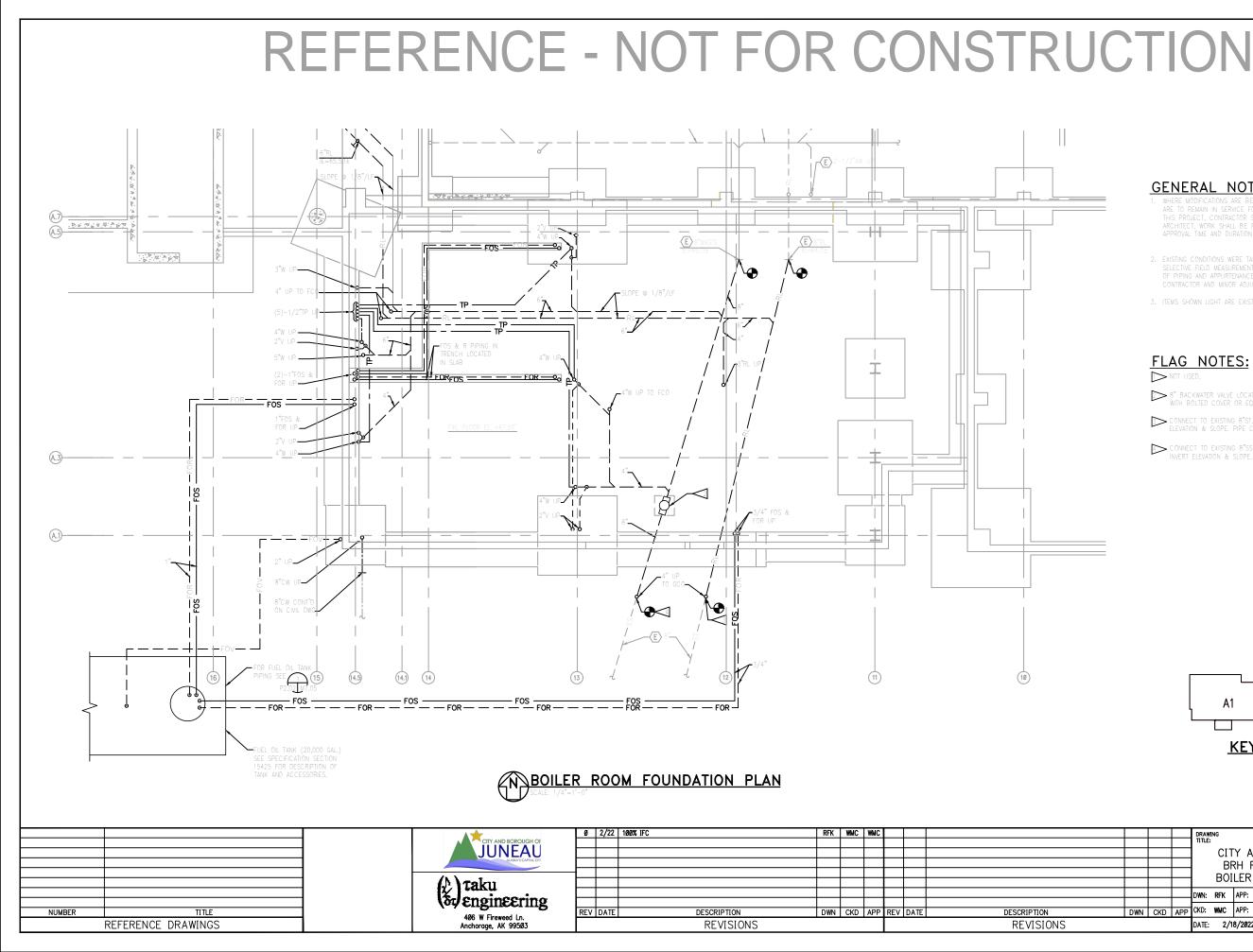
NOTES:							
1) CONTRACTOR	то	VERIFY	ALL	SITE	CONDITIONS	BEFORE	CONSTRUCTION.
NOT ALL UNDER	GRO	UND UT	ILITI	ES AR	E SHOWN.		

2) CONTRACTOR TO RETURN SITE TO EXISTING CONDITIONS AFTER CONSTRUCTION, INCLUDING REPLACING HANDRAILS/GUARDRAILS, REPAVING SIDEWALK, REPAVING PARKING LOT, RESTRIPING PARKING LOT, ET CETERA. SEE CBJ STANDARD SPECIFICATION Ø1530 FOR DETAILS.

	ASPHALT
<	CONCRETE
AU//////2	LIMITS OF NFS SUBGRADE PER ROAD SECTIONS 2 & 3/C3.01
	CRUSHED GRAVEL SURFACE
LEG	END.
	PROJECT NO. BE22-233

		PROJECT NO. BE22-233									
	DRAWING TITLE:										
	CITY AND BOROUGH OF JUNEAU BRH FUEL SYSTEM UPGRADES										
		REFERENCE PLANS									
	DWN: RFK APP: WMC	DRAWING NUMBER	REV								
DWN CKD APF	CKD: WMC APP:	C7.Ø2	Ø								
	DATE: 2/18/2022 SCAL	le: NTS Sheet <u>1</u>	OF <u>1</u>								





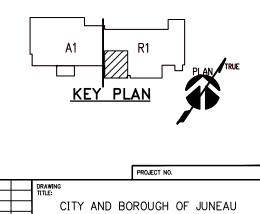
#### **GENERAL NOTES:**

- WHERE MODIFICATIONS ARE BEING MADE TO EXISTING SYSTEMS WHICH ARE TO REMAIN IN SERVICE FOR AREAS OF BUILDING NOT AFFECTED BY THIS PROJECT, CONTRACTOR SHALL COORDINATE DISRUPTION WITH THE ARCHITECT, WORK SHALL BE PERFORMED DNLY UPON SPECIFIC APPROVAL TIME AND DURATION AND AGREED TO BY ARCHITECT.
- 2. EXISTING CONDITIONS WERE TAKEN FROM RECORD DRAWINGS AND
- 3. ITEMS SHOWN LIGHT ARE EXISTING TO REMAIN UNLESS OTHERWISE NOTED.

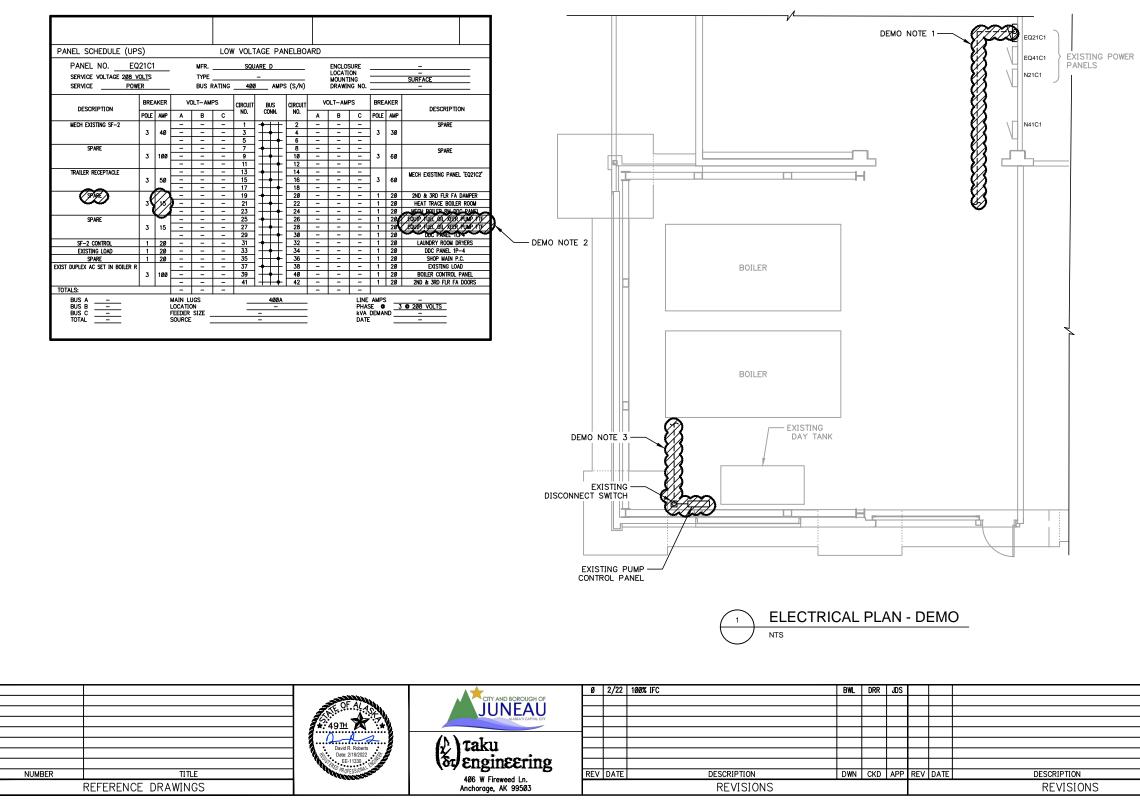
### FLAG NOTES:

NOT USED.

- 8" BACKWATER VALVE LOCATED IN PIT. "J.R. SMITH" MODEL NO. 7012 WITH BOLTED COVER OR EQUIVALENT.
- CONNECT TO EXISTING 8"ST. FIELD VERIFY EXACT LOCATION, INVERT ELEVATION & SLOPE. PIPE CONT'D ON CIVIL DWGS.
- CONNECT TO EXISTING 8"SS. FIELD VERIFY EXACT LOCATION, INVERT ELEVATION & SLOPE. PIPE CONT'D ON CIVIL DWGS.



					CITY AND BOROUGH OF JUNEAU											
					BRH FUEL SYSTEM UPGRADES											
					BOILER ROOM FOUNDATION PLAN											
					DOILER ROOM FOOTDATION FEAN											
				DWN:	RFK	APP: WMC		DRAWING NUMBER REV								
							-	P2.02 0								
	DWN	CKD	APP	CKD:	WMC	APP:		FZ.02 0								
		DATE:	DATE: 2/18/2022 SC			E: NTS	Sheet <u>1</u>	HEET <u>1</u> of <u>1</u>								



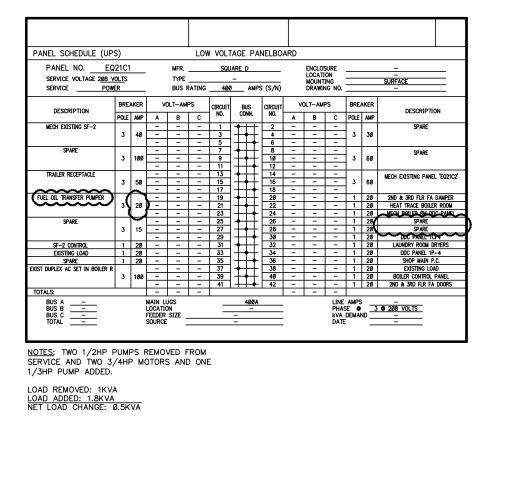
#### DEMOLITION NOTES:

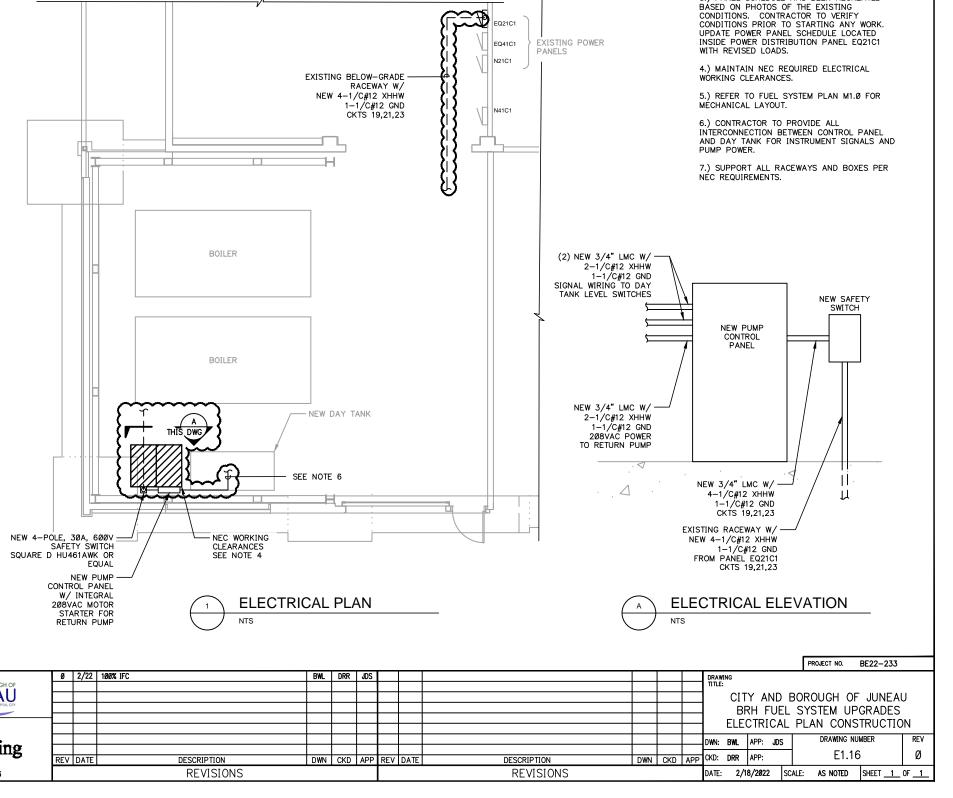
1.) CONTRACTOR TO REMOVE EXISTING CONDUCTORS FROM 120/208VAC PANEL EQ21C1 TO EXISTING DISCONNECT SWITCH. CONTRACTOR TO LEAVE RACEWAY IN PLACE FOR RE-USE.

2.) CONTRACTOR TO LABEL CIRCUITS 26 AND 28 LOCATED IN PANEL EQ21C1 AS SPARE.

3.) CONTRACTOR TO REMOVE EXISTING SWITCH, LMC, AND CONTROL PANEL.

							PROJECT NO.	BE22-233					
			DRAW										
			CITY AND BOROUGH OF JUNEAU BRH FUEL SYSTEM UPGRADES										
			ELECTRICAL PLAN DEMOLITION										
			DWN:	WN: BWL APP: JDS DRAWING NUMBER									
WN	CKD	APP	CKD:	DRR	APP:	1	E1.16D						
			DATE: 2/18/2022 SCALE:		: AS NOTED	SHEET 1	0F <u>1</u>						





				Ø	2/22	100% IFC	BWL	DRR	JD:	S			
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		E. OF ALAS	CITY AND BOROUGH OF JUNEAU										
		* 49⊞	ALASKA'S CAPITAL CITY										
		]		-									
		David R. Roberts	taku										
		」 発 Date: 2/18/2022 (会 日	16 Junio										
		EE-11330	(& Engineering										
NUMBER	TITLE	A PROFESSIONAL	406 W Fireweed Ln.	REV	DATE	DESCRIPTION	DWN	CKD	AP	P RI	EV D/	ATE	DESCRIPTION
	REFERENCE DRAWINGS		Anchorage, AK 99503			REVISIONS							REVISIONS

#### CONSTRUCTION NOTES:

1.) CONDUIT ROUTING AND EQUIPMENT PLACEMENT SHOWN DIAGRAMMATICALLY. CONTRACTOR TO PULL NEW CONDUCTORS INTO EXISTING RACEWAY FROM EXISTING 120/208VAC PANEL EQ21C1 TO NEW SAFETY SWITCH. CONTRACTOR TO REPLACE LMC ABOVE GRADE IF REQUIRED TO REACH NEW SWITCH.

2.) TERMINATE NEW #12 XHHW WIRES ON NEW 20 AMP BREAKER LOCATED ON CIRCUITS 19, 21, 23. COIL OR TERMINATE WHITE WIRE FOR NEUTRAL AS NEEDED. LAND GREEN #12 ON PANEL GROUNDING BAR.

3.) PANEL SCHEDULE HAS BEEN RECREATED BASED ON PHOTOS OF THE EXISTING