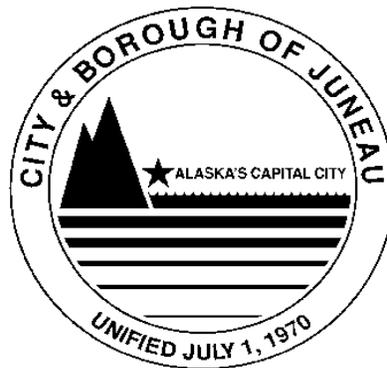


AUKE BAY FIRE STATION EXTERIOR UPGRADE

Contract No. E12-094

File No. 1749



ENGINEERING DEPARTMENT

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SECTION 00030 - NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

**Auke Bay Fire Station Exterior Upgrade
CBJ Contract No. E12-094**

The Contract Documents may be obtained at the CBJ Engineering Department, 3rd Floor Marine View Center, upon payment of **\$25.00** (non-refundable) for each set of Contract Documents (including Technical Specifications and Drawings.)

PRE-BID CONFERENCE. Prospective Bidders are encouraged to attend a Pre-Bid conference of the proposed WORK, which will be conducted by the OWNER and ARCHITECT, at **10:00 a.m. on May 15, 2012**, at the Auke Bay Fire Station, followed by a walk-through of the project area. The object of the conference is to acquaint Bidders with the bid documents and site conditions

DESCRIPTION OF WORK.

Base Bid: Upgrades to the exterior of the Auke Bay Fire Station. WORK includes asbestos abatement, installation of metal wall panels and brick wainscot, door and window replacement, electrical WORK, new membrane roof, a wood framed canopy and other miscellaneous WORK as outlined in these Contract Documents.

Additive Alternate No. 1 Work includes: Existing hose tower exterior upgrades including new standing seam metal roof with metal wall panel assemblies.

Additive Alternate No. 2 Work includes: Increase amount of brick wainscot to be installed.

COMPLETION OF WORK. Substantial Completion WORK must be completed by September 1, 2012, and Final Completion shall be October 1, 2012.

DEADLINE FOR BIDS: Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on May 22, 2012**, or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in the Assembly Chambers of the Municipal Building, 155 S. Seward Street, unless otherwise specified.

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

PHYSICAL LOCATION:

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

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

MAILING ADDRESS:

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

SECTION 00030 - NOTICE INVITING BIDS

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

IMPORTANT NOTICE TO BIDDER		
To submit your Bid:		
1. Print your company name and address on the upper left corner of your envelope.		
2. Complete this label and place it on the lower left corner of your envelope.		
S E A L E D	BID NUMBER:	B I D
	E12-094	
	SUBJECT:	
	Auke Bay Fire Station Exterior Upgrade	
	DEADLINE DATE:	
	PRIOR TO 2:00PM ALASKA TIME	

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

SITE OF WORK. The site of the WORK is located at the Auke Bay Fire Station, 11900 Glacier Hwy. Juneau, AK 99801

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

Jennifer Mannix, Contract Administrator
CBJ Engineering Department, 3rd Floor, Marine View Center
jennifer_mannix@ci.juneau.ak.us
Telephone: (907) 586-0873
Fax: (907) 586-4530

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

CONTRACTOR'S LICENSE. All contractors are required to have a current Alaska Contractor's License, prior to submitting a Bid, and a current Alaska Business License prior to award.

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

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

SECTION 00030 - NOTICE INVITING BIDS

OWNER: City and Borough of Juneau



By: _____
Jennifer Mannix, Contract Administrator

4-30-12
Date

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

2.0 INTERPRETATIONS AND ADDENDA.

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

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

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

4.0 RESPONSIBLE BIDDER. Only responsive Bids from responsible Bidders will be considered. A Bid submitted by a Bidder determined to be not responsible may be rejected. A responsible Bidder is one who is considered to be capable of performing the WORK for the price or prices submitted in their Bid.

1. financial resources
2. ability to meet delivery standards
3. past performance record
 - a. References from others on contractor's performance
 - b. Record of performance on prior OWNER contracts
4. record of integrity
5. obligations to OWNER
 - a. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER within ten Days of OWNER's Notice of Intent to Award.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- b. City and Borough of Juneau (CBJ) Finance Department, Treasury Division administers the registration and assessment of sales, business personal property and business real property taxes.
- A. 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.
- B. Before a Bid is considered for award, a Bidder may be requested to submit information documenting its ability and competency to perform the WORK, according to general standards of responsibility and any special standards which may apply. It is Bidder's responsibility to submit sufficient, relevant, and adequate information. OWNER will make its determination of responsibility and has no obligation to request clarification or supplementary information.

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

- A. If a Bid is received by the CBJ Purchasing Division after the Deadline for Bids.
- B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.
- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.
- E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.
- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
- H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
- I. If a Bid modification does not conform to Article 15.0 of this Section.

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

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

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

- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Architect of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the Architect of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.
- C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.
- D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Architect of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface,

SECTION 00100 - INSTRUCTIONS TO BIDDERS

and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.

- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

8.0 BID FORM.

- A. The Bid shall be made on the Bid Schedule(s) bound herein, or on the yellow Bid packet provided, or on legible and complete copies thereof, and shall contain the following: Sections 00300, 00310, the required Bid Security, and any other documents required in Section 00300 – Bid.
- B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.

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

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

10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS. The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 - Contractor Submittals.

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

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

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

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

and the Bidder shall be bound by said correction. In the event there is more than one Pay Item in a Bid Schedule and the total indicated for the schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

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

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

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

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

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

17.0 AWARD OF CONTRACT.

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements

SECTION 00100 - INSTRUCTIONS TO BIDDERS

prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.

- B. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.
- C. Low Bidder will be determined on the basis of the lowest total of the Base Bid plus combinations of Alternates in order of priority as listed below within the limits of available funding.

Priority No.:

- 1 Base Bid and Additive Alternate Nos. 1 and 2
- 2 Base Bid and Additive Alternate No. 1
- 3 Base Bid

18.0 EXECUTION OF AGREEMENT.

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

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

20.0 FILING A PROTEST.

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

21.0 CONTRACTOR'S GOOD STANDING WITH CITY FINANCE DEPARTMENT: CONTRACTORS and Subcontractors must be in good standing with the City prior to award, and prior to any contract renewals, and in any event no later than *ten business days* following notification by the City of intent to award. **Good standing** means: all amounts owed to the City are paid in full or a Confession of Judgment has been executed and the Contractor or Subcontractor is in compliance with the terms of any stipulation associated with the Confession of Judgment, including being current as to any installment payments due. 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 City Finance Department's Sales Tax Division at (907) 586-5265 for sales tax issues or Collections Division at (907) 586-5268 for all other accounts.

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

BID MODIFICATION FORM

Modification Number: _____

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

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

Total Increase or Decrease: \$ _____

Name of Bidding Firm

Responsible Party Signature

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

END OF SECTION

SECTION 00300 - BID

BID TO: THE CITY AND BOROUGH OF JUNEAU

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

**Auke Bay Fire Station Exterior Upgrade
CBJ Contract No. E12-094**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the "Notice Inviting Bids" and "Instructions to Bidders," dealing with the disposition of the Bid Security.
3. This Bid will remain open for the period of time stated in the "Notice Inviting Bids" unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders," and will furnish insurance certificates, Payment Bond, Performance Bond, and any other documents as may be required by the Contract Documents.
4. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.
7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

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

SECTION 00300 - BID

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

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

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:

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

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

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 **E12-094, named Auke Bay Fire Station Exterior Upgrade**, in accordance with the Contract Documents.

BASE BID - Furnish all labor, equipment and materials to perform all Base Bid WORK as described in these Contract Documents.

TOTAL BASE BID \$ _____
(Price in Figures)

ADDITIVE ALTERNATE NO. 1 - Furnish all labor, equipment and materials and perform all WORK for exterior upgrades to existing hose tower including a new standing seam metal roof and metal wall panels, WORK as described in these Contract Documents.

TOTAL ADDITIVE ALTERNATE NO. 1 \$ _____
(Price in Figures)

ADDITIVE ALTERNATE NO. 2 - Furnish all labor, equipment and materials and perform all WORK to increase the amount of brick wainscot, WORK as described in these Contract Documents.

TOTAL ADDITIVE ALTERNATE NO. 2 \$ _____
(Price in Figures)

Date: _____ Bidder: _____
(Company Name)

END OF SECTION

SECTION 00320 - BID BOND

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

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

**Auke Bay Fire Station Exterior Upgrade
CBJ Contract No. E12-094**

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

SIGNED AND SEALED, this _____ day of _____, 20_____.

(SEAL) _____
(Principal)

(SEAL) _____
(Surety)

By: _____
(Signature)

By: _____
(Signature)

END OF SECTION

SECTION 00360 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

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

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

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

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name

COMPANY

SECTION 00360 - SUBCONTRACTOR REPORT

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

END OF SECTION

SECTION 00500 - AGREEMENT

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

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER'S Contract Documents Contract E12-094, named Auke Bay Fire Station Exterior Upgrade.

The WORK is generally described as follows:

Base Bid: Upgrades to the exterior of the Auke Bay Fire Station. WORK includes asbestos abatement, installation of metal wall panels and brick wainscot, door and window replacement, electrical WORK, new membrane roof, a wood framed canopy and other miscellaneous WORK as outlined in these Contract Documents.

Additive Alternate No. 1 Work includes: Existing hose tower exterior upgrades including new standing seam metal roof with metal wall panel assemblies.

Additive Alternate No. 2 Work includes: Increase amount of brick wainscot to be installed.

The WORK to be paid under this contract shall include the following: Base Bid and Additive Alternate Nos. 1 & 2 as shown in Section 00310 - Bid Schedule.

ARTICLE 2. CONTRACT COMPLETION TIME.

Substantial Completion WORK must be completed by September 1, 2012, and Final Completion shall be October 1, 2012.

ARTICLE 3. DATE OF AGREEMENT

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

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER \$500.00 for each Day that expires after the completion time(s) specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: CBJ Contract E12-094, named

SECTION 00500 - AGREEMENT

Auke Bay Fire Station Exterior Upgrade, those Lump Sum amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

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

ARTICLE 6. PAYMENT PROCEDURES.

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

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

ARTICLE 7. CONTRACT DOCUMENTS.

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

- Table of Contents (pages 00030-1 to 00030-2, inclusive).
- Notice Inviting Bids (pages 00030-1 to 00030-3, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-9, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-44, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-6, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of 11 sheets, as listed in the Table of Contents.
- Addenda numbers _____ to _____, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

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

ARTICLE 8. MISCELLANEOUS.

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

SECTION 00500 - AGREEMENT

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

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

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

OWNER:

CONTRACTOR:

City and Borough of Juneau

(Company Name)

(Signature)

(Signature)

By: Rod Swope, City Manager
(Printed Name)

By: _____
(Printed Name, Authority or Title)

Date: _____

Date: _____
(CONTRACTOR Signature Date)

OWNER's address for giving notices:

CONTRACTOR's address for giving notices:

155 South Seward Street

Juneau, Alaska 99801

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

(Telephone) (Fax)

(E-mail address)

CONTRACTOR License No. _____

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

**CERTIFICATE
(if Partnership)**

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

**CERTIFICATE
(if Joint Venture)**

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary

(SEAL)

END OF SECTION

SECTION 00610 - PERFORMANCE BOND

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

a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

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

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

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

**Auke Bay Fire Station Exterior Upgrade
CBJ Contract No. E12-094**

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

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

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

SECTION 00610 - PERFORMANCE BOND

**Auke Bay Fire Station Exterior Upgrade
CBJ Contract No. E12-094**

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)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

By: _____

(Signature of Attorney-in-Fact)

Date Issued: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

SECTION 00620 - PAYMENT BOND

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

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

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

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

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

**Auke Bay Fire Station Exterior Upgrade
CBJ Contract No. E12-094**

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

**Auke Bay Fire Station Exterior Upgrade
CBJ Contract No. E12-094**

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)

(Street or P.O. Box)

(City, State, Zip Code)

SURETY:

By: _____
(Signature of Attorney-in-Fact)

Date Issued: _____

(Printed Name)

(Company Name)

(Street or P.O. Box)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

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SECTION 00700 - GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

CBJ - City and Borough of Juneau

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

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

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

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

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

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

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

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

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

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

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

General Requirements - Division 1 of the Technical Specifications.

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

Holidays - The CBJ legal holidays occur on:

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

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

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

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

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

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

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

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

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

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

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

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

PCB's - Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 2 PRELIMINARY MATTERS

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

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ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 INTENT

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

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

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

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11. General Conditions
12. Technical Specifications
13. Drawings

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

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

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

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

ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

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

4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

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

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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 Architect of Record in the preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, however, nontechnical data, interpretations, and opinions contained in such drawings are not to be relied on by the CONTRACTOR. The CONTRACTOR is also responsible for any interpretation, interpolation, or extrapolation that it makes of any information shown in such drawings.

4.3 DIFFERING SITE CONDITIONS

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

4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

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

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

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

4.5 REFERENCE POINTS

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

4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT

- A. On City and Borough of Juneau (CBJ) construction projects, the CBJ may make unclassified material available to CONTRACTORS, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. CONTRACTORS are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. For this Project, the price shall be \$1.90 per ton.
- 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 98-00047. 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) 586-0883.
- C. CONTRACTORS deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing operations within the pit. CONTRACTORS shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ.
- D. If CONTRACTOR operations for a Project do not exceed 500 tons of material, the CONTRACTOR will not be required to provide an Individual Mining Plan prepared by an engineer, however, the CONTRACTOR must submit an Individual Mining Plan that is in compliance with Allowable Use

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Permit USE 98-00047 for gravel extraction within the CBJ/State pit. The CONTRACTOR must contact the CBJ Engineering Department for conditions for the extraction.

- E. CONTRACTORS using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. CONTRACTORS shall account for placement of materials removed from the pit. The CBJ may require CONTRACTORS to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. CONTRACTORS will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the WORK, CONTRACTORS shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Gravel Pit Manager, (907) 586-0883.
- F. The gravel pit overhead charge shall be paid to the CBJ by the CONTRACTOR within 60 days after removal of all materials from the pit and prior to requesting and/or receiving final payment. Upon completion of each excavation CONTRACTORS shall notify the CBJ, in writing, in sufficient time to perform a field-compliance examination prior to vacating the pit. Any significant deviation from the stipulations of the Individual Mining Plan identified during the field inspection shall be corrected by the CONTRACTOR prior to release of the bond. A signed release from CBJ will be required prior to releasing the CONTRACTOR's bond.
- G. If asphalt pavement is removed as part of this WORK, the CONTRACTOR shall dispose of the material at the location designated as the Asphalt Storage Facility, or as directed by the ARCHITECT.
- H. The CBJ/State Pit is a seasonal operation. The hours of operation are from 7:00 a.m. to 6:00 p.m., Monday through Friday, from April 1 through October 15 of the year. CONTRACTORS may obtain gravel on weekends, or during the off-season, by applying for a separate agreement with the City and Borough of Juneau Engineering Department. The CONTRACTOR will be responsible for any additional costs incurred during weekend or off-season operations at the gravel pit.
- I. All CONTRACTORS/equipment operators using the CBJ/State Pit shall be in compliance with Federal Mine Safety and Health Administration regulations for quarry and gravel operations.

ARTICLE 5 BONDS AND INSURANCE

5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

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

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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.

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

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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 contract.
4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor's Commercial General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the CONTRACTOR's own policy, in like amount.
5. Builder's Risk. This insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ARCHITECT, against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the OWNER, and the ARCHITECT. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

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

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

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

6.2 LABOR, MATERIALS, AND EQUIPMENT

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

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

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

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

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professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the Architect of Record, their consultants, sub-consultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.

6.11 SAFETY AND PROTECTION

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

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6.12 SHOP DRAWINGS AND SAMPLES

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

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

6.14 INDEMNIFICATION

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

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

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

ARTICLE 7 OTHER WORK

7.1 RELATED WORK AT SITE

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

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ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 COMMUNICATIONS

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

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

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

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

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

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

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

ARTICLE 9 ARCHITECT'S STATUS DURING CONSTRUCTION

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

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

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

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

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

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9.9 LIMITATION ON ARCHITECT'S RESPONSIBILITIES

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

ARTICLE 10 CHANGES IN THE WORK

10.1 GENERAL

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

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

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

10.2 ALLOWABLE QUANTITY VARIATIONS

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

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1 GENERAL

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

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

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

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

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

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

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

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

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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 ARCHITECT, plus allowances for overhead and profit. The allowance for overhead and profit shall include full compensation for superintendence, Bond and insurance premiums, taxes, field office expense, extended overhead, home office overhead, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraph 11.3. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Overhead and Profit Allowance

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

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

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

11.5 EXCLUDED COSTS.

- A. The term "Cost of the WORK" shall not include any of the following:
 1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, architects, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the WORK, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
 2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
 3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

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4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).
5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 11.4.

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 GENERAL

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

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

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

- 13.1 WARRANTY AND GUARANTEE. The CONTRACTOR warrants and guarantees to the OWNER and the ARCHITECT that all WORK will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ARCHITECT shall be given to the CONTRACTOR. All Defective WORK, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.
- 13.2 ACCESS TO WORK. The OWNER, ARCHITECT, Architect of Record, their consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.
- 13.3 INSPECTIONS AND TESTS
- A. The CONTRACTOR shall give the ARCHITECT timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ARCHITECT's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).
- C. The ARCHITECT will make, or have made, such inspections and tests as the ARCHITECT deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost

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of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ARCHITECT, as well as the cost of subsequent re-inspection and retesting. Neither observations by the ARCHITECT nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

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

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

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

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

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

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

14.3 APPLICATION FOR PROGRESS PAYMENT

- A. Unless otherwise prescribed by law, on the 25th of each month, the CONTRACTOR shall submit to the ARCHITECT for review, an Application for Payment filled out and signed by the CONTRACTOR covering the WORK completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR's Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials installed which were not previously

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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 amount has been paid. The remaining 10% of the contract amount shall be retained until:
1. final inspection has been made;
 2. completion of the project;
 3. acceptance of the project by the OWNER and;
 4. the OWNER has received notification from the Alaska Department of Labor that the CONTRACTOR has no outstanding wage/hour violations.
- D. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the Project site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER.
- 14.4 CONTRACTOR'S WARRANTY OF TITLE. The CONTRACTOR warrants and guarantees that title to all WORK, materials, and equipment covered by an Application for Payment, whether incorporated in the WORK or not, will pass to the OWNER no later than the time of payment free and clear of all liens.
- 14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT
- A. The ARCHITECT will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the OWNER, or return the Application to the CONTRACTOR indicating in writing the ARCHITECT's reasons for refusing to recommend payment. In the later case, the CONTRACTOR may make the necessary corrections and resubmit the Application. If the ARCHITECT still disagrees with a portion of the Application, it will submit the Application recommending the undisputed portion of the Application to the OWNER for review and provide reasons for recommending non-payment of the disputed amount. Thirty days after presentation of the Application for Payment with the ARCHITECT's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.5B) become due and when due will be paid by the OWNER to the CONTRACTOR.
- B. The OWNER may refuse to make payment of the full amount recommended by the ARCHITECT because claims have been made against the OWNER on account of the CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give

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the CONTRACTOR written notice within seven (7) days (with a copy to the ARCHITECT) stating the reasons for such action.

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14.6 PARTIAL UTILIZATION

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

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

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

14.9 FINAL PAYMENT AND ACCEPTANCE

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

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

14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

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

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

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

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ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

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

SECTION 00700 - GENERAL CONDITIONS

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 to the CONTRACTOR in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 MISCELLANEOUS

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

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- 16.3 **RIGHT TO AUDIT.** If the CONTRACTOR submits a claim to the OWNER for additional compensation, the OWNER shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the WORK. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the OWNER deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. The CONTRACTOR shall make available to the OWNER for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the OWNER.
- 16.4 **ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES.** When the CONTRACTOR's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, such as shell heaps, land or sea mammal bones or tusks, or other items of historical significance, the CONTRACTOR shall cease operations immediately and notify the ARCHITECT. No artifacts or specimens shall be further disturbed or removed from the ground and no further operations shall be performed at the site until so directed. Should the ARCHITECT order suspension of the CONTRACTOR's operations in order to protect an archaeological or historical finding, or order the CONTRACTOR to perform extra WORK, such order(s) shall be covered by an appropriate contract change document.
- 16.5 **CONSTRUCTION OVER OR ADJACENT TO NAVIGABLE WATERS.** All WORK over, on, or adjacent to navigable waters shall be so conducted that free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired, except as allowed by permit issued by the U.S. Coast Guard and/or the U.S. Army Corps of Engineers, as applicable.
- 16.6 **GRATUITY AND CONFLICT OF INTEREST.** The CONTRACTOR agrees to not extend any loan, gratuity or gift of money of any form whatsoever to any employee or elected official of the OWNER, nor will the CONTRACTOR rent or purchase any equipment or materials from any employee or elected official of the OWNER, or to the best of the CONTRACTOR's knowledge, from any agent of any employee or elected official of the OWNER. Before final payment, the CONTRACTOR shall execute and furnish the OWNER an affidavit certifying that the CONTRACTOR has complied with the above provisions of the contract.
- 16.7 **SUITS OF LAW CONCERNING THE WORK**
- A. Should a suit of law be entered into, either by the CONTRACTOR (or the CONTRACTOR's surety) against the OWNER, or by the OWNER against the CONTRACTOR (or the CONTRACTOR's surety), the suit of law shall be tried in the First Judicial District of Alaska.
 - B. If one of the questions at issue is the satisfactory performance of the WORK by the CONTRACTOR and should the appropriate court of law judge the WORK of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the

SECTION 00700 - GENERAL CONDITIONS

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

16.9 PREVAILING WAGE RATES

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

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

SECTION 00700 - GENERAL CONDITIONS

16.11 COST REDUCTION INCENTIVE

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

SECTION 00700 - GENERAL CONDITIONS

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

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

END OF SECTION

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

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

The OWNER shall furnish to the CONTRACTOR up to ten (10) copies of the Contract Documents which may include bound reduced Drawings. The CBJ Contracts Office shall contact the CONTRACTOR after issuance of Notice of Intent to Award to determine how many copies are needed. Additional quantities of the Contract Documents will be furnished at reproduction cost.

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 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. 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.”** The Additional Insured requirement does not apply to Workers Compensation insurance. NOTE: This requirement has changed. The OWNER no longer requires certificates of insurance referencing project names and contract numbers.

- A. Workers’ Compensation: Under Paragraph 5.2C.1 of the General Conditions as in accordance with AS 23.30.045: (Additional Insured requirements not necessary for Workers’ Compensation coverage.)

- 1. State: Statutory
- 2. 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.

- 3. Employer's Liability

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

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

- a. CONTRACTOR agrees to waive all rights of subrogation against the OWNER of Record for work performed under contract.
- b. 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.

B. Commercial General Liability: (under Paragraph 5.2C.2 of the General Conditions):

1.	General Policy	\$1,000,000.00	Each Occurrence
		\$2,000,000.00	Annual Aggregate
2.	Products/Completed Operations	\$1,000,000.00	Each Occurrence
		\$2,000,000.00	Annual Aggregate
3.	Personal Injury	\$1,000,000.00	Each Occurrence

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

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

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.

D. Builder's Risk: (under Paragraph 5.2C.5 of the General Conditions) in an amount equal to the completed value of the BID. Flood and earthquake shall be excluded as a requirement of the Builder's Risk policy.

E. Hazardous Materials: As a condition of the Contract award, CONTRACTOR shall provide evidence of insurance coverage for Contractor's Pollution Liability as applicable to the WORK covered by abatement Subcontractor(s). Such coverage shall include operations addressing the removal and disposal of all hazardous materials with no exclusions for asbestos. Minimum limits shall be \$1,000,000. The policy shall not contain any exclusion relating to hazardous materials. Form of such policies shall be acceptable to the OWNER.

Note: This coverage is required for whichever contractor(s) perform hazardous material abatement work under this contract. If all hazardous material abatement work will be performed by a Subcontractor, The CONTRACTOR is not required to carry this coverage.

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.

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

SGC 6.1 SUPERVISION AND SUPERINTENDENCE. *Add* the following:

- D. The CONTRACTOR's superintendent shall attend a weekly progress meeting at the site with the OWNER and/or the ARCHITECT at a time to be mutually agreed upon. The CONTRACTOR's superintendent shall have an operating cellular phone on hand at all times that WORK is performed.

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

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.

SGC 6.6 PERMITS. *Add* the following:

- 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.
- 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 6.8 LAWS AND REGULATIONS. *Add* the following:

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.

SGC 6.15 CONTRACTOR'S DAILY REPORTS. *Add* the following:

“Weekly summary reports may be completed in lieu of daily reports.”

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

Add the following SCG 6.19:

SGC 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.

SGC 9.3 PROJECT REPRESENTATION. *Add* the following:

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF INSPECTOR

General. The Inspector will act as directed by and under the supervision of the ARCHITECT and will confer with the ARCHITECT regarding its actions. The Inspector's dealings in matters pertaining to the on-site WORK shall, in general, be only with the ARCHITECT 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 ARCHITECT. The ARCHITECT may further delegate the responsibilities and authorities associated with this Project, when such delegation is in writing and notice thereof is provided to the CONTRACTOR.

SGC 11.1 GENERAL. Paragraph B. In the second sentence change the number of days from 30 Days to 7 Days. In the third sentence change the number of days from 60 Days to 14 Days.

SGC 13.4 OWNER MAY STOP THE WORK. *Add* Paragraph A below:

- A. The CONTRACTOR will be assessed a monetary penalty for the actual cost impacts to Capital City Fire and Rescue (CCFR) caused by disruption, delays, and or loss of functional operation of the Auke Bay Fire Station and replacement of damaged equipment or property as the result of the CONTRACTOR's Work activities. This includes but is not limited to: water leaks into the building as a result of the CONTRACTOR's Work, excessive noise, fumes, or mechanical, electrical, sprinkler or life safety interruption to occupants and CCFR.

SCG 14.3 APPLICATION FOR PROGRESS PAYMENT. *Delete* Paragraph C and replace with the following:

- 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 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.

SCG 14.3 APPLICATION FOR PROGRESS PAYMENT. Paragraph D.

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

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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. The following page is a sample form for this purpose. The CONTRACTOR also shall submit a “NOTICE OF COMPLETION OF PUBLIC WORKS” signed by ADOL.

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

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

Add the following SGC 17:

SGC 17 GENERAL INFORMATION. This Project is currently funded by the City and Borough of Juneau, Alaska area wide, general and temporary sales tax and fleets.

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

Employment Security Tax Clearance

Date: _____

To: Alaska Department of Labor
Juneau Field Tax Office
907-465-2787
FAX 907-465-2374

From: _____

**Subject: Auke Bay Fire Station Exterior Upgrade
Contract No. E12-094**

Timeframe of Contract _____

Please advise whether or not clearance is granted for the following CONTRACTOR or Subcontractor:
(List only one CONTRACTOR or Subcontractor list per page.)

Name	Address

Per AS 23.20.265 of the Alaska Employment Security Act, this request is for tax liability clearance and release to make final payment for WORK performed under the subject contract. Please send your response to:

Jennifer Mannix, Contract Administrator
Engineering Department
155 S. Seward Street
Juneau, Alaska 99801
FAX 907-586-4530

- Tax Clearance is granted.
- Tax Clearance is NOT granted.

Remarks: _____

Signature	Date

Title

END OF SECTION

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

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

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

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

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

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

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

Contact Information:

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

Jennifer Mannix, Contract Administrator
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801
(907) 586-0873
jennifer_mannix@ci.juneau.ak.us

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 GENERAL

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

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

Base Bid: Work includes asbestos abatement, installation of metal wall panels, associated building wrap and furring over the existing plywood siding. A portion of the exterior will get a brick wainscot. Existing exterior metal doors and operable windows will be removed and replaced with new insulated metal doors and vinyl windows. Electrical work includes replacement of exterior light fixtures and the installation of new CT enclosure and meter base. The Contractor will be expected to maintain electrical power to the building using a portable generator or the building's emergency generator. The work also includes removal of existing ballasted membrane roof, insulation layers and removal of original roof, which includes asbestos containing material, down to structural plywood decking. A new adhered membrane roof, insulation and metal flashing and accessories will be installed. Two small wood-framed exterior canopies over man doors will be constructed.

Additive Alternate No. 1 Work includes: Existing hose tower exterior upgrades including new standing seam metal roof with metal wall panel assemblies.

Additive Alternate No. 2 Work includes: Increase amount of brick wainscot to be installed.

- CONTRACTOR shall coordinate Work on the South façade so that two apparatus bay doors facing Veteran's Memorial Glacier Highway are always clear for Capital City Fire Rescue (CCFR's) use.
- Coordinate Work schedules with the CCFR on-duty captain at all times.
- All asphalt surfaces are to be kept clean of construction debris and swept for nails with magnets daily, or as frequently as CCFR or the Project Manager requires.

- B. The site of the Work is the Auke Bay Fire Station, 11900 Glacier Hwy. Juneau, AK 99801

1.3 CONTRACT METHOD

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

1.4 WORK BY OTHERS

- A. The CONTRACTOR's attention is directed to the fact that WORK may be conducted at the site by other contractors during the performance of the WORK under this contract. The CONTRACTOR

SECTION 01010 - SUMMARY OF WORK

shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.

1.5 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the Project site shall be limited to the interior of the dormitory area and exterior perimeter of the building and to the roof. A limited area for storage of materials and staging will be provided to the CONTRACTOR on the North (rear) of the property. CONTRACTOR shall keep two apparatus bay doors on this North side clear at all times in case of emergency use by CCFR personnel.
- B. CONTRACTOR shall allow for CCFR use and occupancy throughout the construction period. CONTRACTOR shall develop a detailed plan to allow use of the building at all times. CONTRACTOR shall develop a schedule detailing when and where specific areas of the building will not be able to be used by the OWNER to enable the OWNER to move equipment so as not to be blocked by construction activities. Such plan shall be approved by the PROJECT MANAGER, FIRE CHIEF, AND ON DUTY STATION CHIEF prior to any work on site. Changes and updates to the approved plan shall be requested by the CONTRACTOR at least 48 hours ahead of the specific change. The CONTRACTOR shall meet with the on duty STATION CHIEF AND/OR THE PROJECT MANAGER at the end of each work day to review the work schedule for the following work day so that fire equipment and resources will not be blocked into the fire station.

1.6 OWNER USE OF THE PROJECT SITE

- A. CCFR will utilize the existing site during the entire period of construction for the conduct of the CCFR's normal operations. The CONTRACTOR shall cooperate and coordinate with the PROJECT MGR. to facilitate the CCFR's operations and to minimize interference with the CONTRACTOR's operations at the same time.

1.7 PUBLIC USE OF THE PROJECT SITE

- A. CONTRACTOR shall keep driveways, entrances, and driving lanes clear and available to CCFR, the OWNER and the public throughout the Project. If the lanes are too narrow for two vehicles to pass one another, provide flag persons for traffic control.

1.8 PROJECT MEETINGS

- A. Pre-Construction Conference
 - 1. Prior to the commencement of WORK, a Pre-Construction Conference will be held at a mutually agreed time and place, and shall be attended by the CONTRACTOR's Project Supervisor, its Superintendent, and its Subcontractors as the CONTRACTOR or ARCHITECT deems appropriate. Other attendees shall be:
 - a. The CBJ Project Manager
 - b. The CBJ Fire Chief.
 - c. The Architect

SECTION 01010 - SUMMARY OF WORK

2. Unless previously submitted to the ARCHITECT, the CONTRACTOR shall bring to the Pre-Construction Conference one copy each of the following:
 - a. Samples, Product Data, and proposed Substitutes or “Or-Equal” items.
 - b. A Plan of Operation.
 - c. A Schedule of Values.
 - d. A complete Project Schedule that details a proposed sequencing of all WORK.
 - e. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit. OWNER shall apply and pay for the necessary Building Permit. CONTRACTOR shall call for all inspections and fulfill code conditions relative to the WORK.
 - f. Material Safety Data Sheets on products proposed for use in the WORK.
 - g. A traffic and parking maintenance plan.
 - h. A letter designating the CONTRACTOR's Superintendent, defining that person's responsibility and authority.
 - i. A letter designating the CONTRACTOR's Safety Representative, defining that person's responsibility and authority.
 - j. A plan for pollution control and disposal of pollutants.
 - k. A procurement schedule of major equipment and materials and items requiring long lead time in excess of 30 days.
3. The purpose of the Pre-Construction Conference is to designate responsible personnel, establish working relationships and protocols, and mutually prepare for clear organization of the construction project. Matters requiring coordination will be discussed and procedures for handling such matters established.

B. Construction Progress Meetings

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SCOPE

- A. Payment for the items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents.
- B. In addition to other incidental items of WORK listed elsewhere in the contract documents, the following items shall also be considered as incidental to other Items of WORK under this contract:
 - 1. Maintenance of all services through Project area, including water, sewer, storm, garbage pickup, mail delivery, other deliveries and emergency vehicles.
 - 2. The cost of all permits, except that the CBJ shall pay for the Building Permit.
 - 3. The cost of compliance with the regulations of all relevant agencies.

1.2 PRICE BASED ON COMBINED LUMP SUM

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

1.3 SCHEDULE OF VALUES

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

1.4 PROGRESS PAYMENTS

SECTION 01025 - MEASUREMENT AND PAYMENT

- A. CONTRACTOR may request Progress Payments in accordance with the approved Schedule of Values at intervals no greater than monthly, in accordance with the General Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 DEFINITION

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

1.2 OPERATIONAL AND SAFETY LIMITATIONS

- A. The CONTRACTOR shall not cut and patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance, or decreased safety.
- B. Prior to cutting and patching the following categories of WORK, the CONTRACTOR shall obtain the ARCHITECT's approval to proceed with:
 - 1. Sheeting, shoring and cross bracing
 - 2. Operating systems and equipment
 - 3. Water, moisture, vapor, air, smoke barriers, membranes and flashings
 - 4. Noise and vibration control elements and systems
 - 5. Control, communication, conveying and electrical wiring systems

1.3 VISUAL REQUIREMENTS

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

1.4 APPROVALS

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

SECTION 01731 - CUTTING AND PATCHING

PART 2 - PRODUCTS

2.1 MATERIALS USED IN CUTTING AND PATCHING

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

PART 3 - EXECUTION

3.1 PREPARATION

- A. The CONTRACTOR shall provide adequate temporary support for WORK to be cut to prevent failure.
- B. The CONTRACTOR shall provide adequate protection of other WORK during cutting and patching.

3.2 INSTALLATION

- A. The CONTRACTOR shall employ skilled tradespeople to perform cutting and patching. Except as otherwise indicated, the CONTRACTOR shall proceed with cutting and patching at the earliest feasible time and perform the WORK promptly.
- B. The CONTRACTOR shall use methods least likely to damage WORK to be retained and WORK adjoining.
- C. The CONTRACTOR shall patch with seams which are as invisible as possible and comply with specified tolerances for the WORK.
- D. The CONTRACTOR shall restore exposed seams of patched area; and, where necessary, extend finish restoration onto retained WORK adjoining, in a manner which will eliminate evidence of patching.

END OF SECTION

SECTION 01090 - REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 GENERAL

- A. Titles of Sections and Paragraphs: Captions accompanying Specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these Specifications references are made to published Specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest Specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the WORK is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.
- C. Specialists, Assignments: In certain instances, Specification text requires (or implies) that specific WORK is to be assigned to specialists or expert entities, who must be engaged for the performance of that WORK. Such assignments shall be recognized as special requirements over which the CONTRACTOR has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the WORK; also they are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of WORK is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the CONTRACTOR.

1.2 ABBREVIATIONS AND NAMES

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

1.3 PERMITS, LICENSES, AND CERTIFICATES

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

1.4 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

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

SECTION 01090 - REFERENCE STANDARDS AND DEFINITIONS

- B. References herein to "Building Code" or "International Building Code" shall mean International Building Code of the International Code Council (ICC).
- C. Similarly, references to "Mechanical Code" or "Uniform Mechanical Code," "Plumbing Code" or "Uniform Plumbing Code," "Fire Code" or "Uniform Fire Code," shall mean Uniform Mechanical Code, Uniform Plumbing Code and Uniform Fire Code of the International Conference of the Building Officials (ICBO). "Electric Code" or "National Electric Code (NEC)" shall mean the National Electric Code of the National Fire Protection Association (NFPA). The latest edition of the codes as approved by the Municipal Code and used by the local agency as of the date that the WORK is advertised for bids, as adopted by the agency having jurisdiction, shall apply to the WORK herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- D. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the ARCHITECT for clarification and directions prior to ordering or providing any materials or furnishing labor. The CONTRACTOR shall bid for the most stringent requirements.
- E. The CONTRACTOR shall construct the WORK specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed herein.
- F. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.
- G. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

1.5 DEFINITIONS

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

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

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

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

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

SECTION 01090 - REFERENCE STANDARDS AND DEFINITIONS

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

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

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

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

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

SECTION 01230 - ALTERNATES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Schedule: Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.
1. Additive Alternate No. One: The existing hose tower will get exterior upgrades including a new standing seam metal roof and metal wall panels as referenced in Sheets A102 and A103 and Section 074213 – Metal Wall Panels.
 2. Additive Alternate No. Two: Increase the amount of brick wainscot around the building as referenced in Sheets 202 and 203, and Section 042001– Masonry Veneer

END OF SECTION 01230

SECTION 01300 - CONTRACTOR SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

- A. Wherever submittals are required hereunder, all such submittals by the CONTRACTOR shall be submitted to the ARCHITECT.
- B. Prior to the Pre-Construction Conference, the CONTRACTOR shall submit the following items to the ARCHITECT for review:
 - 1. A submittal schedule for Shop Drawings, Samples, Product Data, and proposed Substitutes or "Or-Equal" items.
 - 2. A Schedule of Values.
 - 3. A complete progress schedule for all phases of the Project.
 - 4. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit. CBJ shall apply for the Building Permit.
 - 5. Material Safety Data Sheets on products used on the Project.
 - 6. A traffic maintenance plan, as required.
 - 7. A letter designating the CONTRACTOR's Superintendent, defining that person's responsibility and authority.
 - 8. A letter designating the CONTRACTOR's safety representative and the EEO Officer and that person's responsibility and authority.
- C. No payments shall be made to the CONTRACTOR until the above-listed items are submitted in their entirety, as determined by the ARCHITECT.
- D. The CONTRACTOR shall coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delay. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The ARCHITECT reserves the right to withhold action on a submittal requiring coordination until related submittals are received. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the WORK to permit processing.
- E. The CONTRACTOR shall distribute copies of the Construction Schedule, Schedule of Values, and the Submittal Schedule to the ARCHITECT, Subcontractors, and other parties required to comply with scheduled dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations. Revise and update each Schedule after each meeting or activity, where revisions have been made. Issue the updated Schedules concurrently with report of each meeting.

SECTION 01300 - CONTRACTOR SUBMITTALS

1.2 SUBMITTAL PROCESS

- A. Wherever called for in the Contract Documents, or where required by the ARCHITECT, the CONTRACTOR shall furnish to the ARCHITECT, for review, 4 copies of each submittal.
- B. All submittals shall be accompanied by the CONTRACTOR's standard submittal transmittal form. Any submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal.
- C. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ARCHITECT.
- D. Except as may otherwise be provided herein, the ARCHITECT will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within 14 calendar days following their receipt by the ARCHITECT. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ARCHITECT by the second submission of a submittal item. The OWNER reserves the right to withhold monies due the CONTRACTOR to cover additional costs of the ARCHITECT to review beyond the second submittal. The ARCHITECT's maximum review period for each submittal including all re-submittals will be 14 days per submission.
- E. If 1 copy of a submittal are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
- F. If 1 copy of a submittal are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal revision shall be made, and resubmission of said submittal will not be required.
- G. If one copy of the submittal is returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said submittal and resubmit the required number of copies of said revised submittal to the ARCHITECT.
- H. If one copy of the submittal is returned to the CONTRACTOR marked "REJECTED" the CONTRACTOR shall revise said submittal and resubmit the required number of copies of said revised submittal to the ARCHITECT.
- I. Fabrication of an item may be commenced only after the ARCHITECT has reviewed the pertinent submittal and returned copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittal shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the Contract requirements. Only a change order can alter the contract price, time, or requirements.
- J. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ARCHITECT. Each submittal shall be dated, signed,

SECTION 01300 - CONTRACTOR SUBMITTALS

and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. No consideration for review by the ARCHITECT of any CONTRACTOR submittal will be made for any items which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ARCHITECT, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

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

1.3 SUBMITTAL SCHEDULE

- A. The CONTRACTOR shall coordinate the Submittal Schedule with the list of subcontracts, Schedule of Values and list of products as well as the Construction Schedule. Prepare the Submittal Schedule in chronological order. Identify all submittals required for the completion of the Work. Provide the following information in the Submittal Schedule:
 - 1. Scheduled date for the first submittal.
 - 2. Related Section number.
 - 3. Name of Subcontractor.
 - 4. Description of the construction element covered.
 - 5. Anticipated date of the ARCHITECT's final release or approval.

1.4 SAMPLE SUBMITTALS

- A. Whenever in the Specifications samples are required, the CONTRACTOR shall submit not less than 3 samples of each such item or material to the ARCHITECT for acceptance at no additional cost to the OWNER.
- B. Samples, as required herein, shall be submitted for acceptance a minimum of 14 days prior to ordering such material for delivery to the job site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the WORK.
- C. The CONTRACTOR shall submit full-size samples, cured and finished as specified, and identical to the product proposed. Mount, display, or package samples to facilitate review. Include the following:
 - 1. Generic description.
 - 2. Source.
 - 3. Product name or name of manufacturer.
 - 4. Compliance with recognized standards.
 - 5. Availability and delivery time.
 - 6. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics, and a comparison of these characteristics between the final submittal and the

SECTION 01300 - CONTRACTOR SUBMITTALS

- component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.
7. Preliminary Submittals. Where samples are for selection of characteristics from a range of choices, submit a full set of choices for the product. Preliminary submittals will be reviewed and returned indicating selection and other action.
 8. Submittals. Except for samples illustrating assembly details, quality of WORK, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken. Maintain a sample set at the Project site, for quality comparisons. Sample sets may be used to obtain final acceptance of the construction associated with each set.
 9. Prepare additional sets for Subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.
- D. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and Supplier's names for identification and submitted to the ARCHITECT for acceptance. Upon receiving acceptance of the ARCHITECT, one set of the samples will be stamped and dated by the ARCHITECT and returned to the CONTRACTOR, and one set of samples will be retained by the ARCHITECT, and one set of samples shall remain at the job site until completion of the WORK.
- E. Unless clearly stated otherwise, it is assumed that all colors and textures of specified items presented in sample submittal are from the manufacturer's standard colors and standard materials, products, or equipment lines. If the samples represent non-standard colors, materials, products or equipment lines, and their selection will require an increase in Contract Time or Price, the CONTRACTOR will clearly indicate this on the transmittal page of the submittal.

1.5 PRODUCT DATA SUBMITTALS

- A. The CONTRACTOR shall collect all the Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
1. Manufacturer's printed recommendations.
 2. Compliance with recognized trade association standards.
 3. Compliance with recognized testing agency standards.
 4. Application of testing agency labels and seals.
 5. Notation of dimensions verified by field measurement.
 6. Notation of coordination requirements.
 7. Preliminary Submittal: Submit a preliminary single-copy where selection of options is required.
 8. Furnish copies of final submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an approved copy of Product Data is in the installer's possession. Do not permit use of unmarked copies of Product Data in connection with construction.

SECTION 01300 - CONTRACTOR SUBMITTALS

1.6 PROPOSED SUBSTITUTE OR "OR EQUAL" ITEM SUBMITTALS

- A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or-equal" indicating that a substitution is permitted, materials or equipment of other Suppliers may be accepted by the ARCHITECT if sufficient information is submitted by the CONTRACTOR to allow the ARCHITECT to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:
1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
 2. The ARCHITECT will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ARCHITECT's decision shall be final.
 3. The ARCHITECT may require the CONTRACTOR, to furnish at the CONTRACTOR's expense, additional data about the proposed substitute.
 4. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
 5. Acceptance by the ARCHITECT of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
 6. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR's WORK, the WORK of its Subcontractors and of other contractors, and shall effect such changes without cost to the OWNER. This shall include the cost for redesign and claims of other contractor(s) affected by the resulting change.
- B. The procedure for review by the ARCHITECT will include the following:
1. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ARCHITECT on the "Substitution Request Form" for acceptance thereof.
 2. Unless otherwise provided by law or authorized in writing by the ARCHITECT, the "Substitution Request Form(s)" shall be submitted within the 14-day period after Notice of Award/Notice To Proceed.
 3. Wherever a proposed substitute material or equipment has not been submitted within said 14-day period, or wherever the submission of a proposed substitute material or equipment has been judged to be unacceptable by the ARCHITECT, the CONTRACTOR shall provide material or equipment named in the Contract Documents.
 4. The CONTRACTOR shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified.
 5. The ARCHITECT will be allowed a reasonable time within which to evaluate each proposed substitute. In no case will this reasonable time period be less than 14 days.
 6. As applicable, no shop Drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the ARCHITECT's prior written acceptance of the CONTRACTOR's "Substitution Request Form" which will be evidenced by a Change Order.

SECTION 01300 - CONTRACTOR SUBMITTALS

- C. The CONTRACTOR's application using the "Substitution Request Forms" shall contain the following statements and/or information which shall be considered by the ARCHITECT in evaluating the proposed substitution when one or more of the following conditions are satisfied, as determined by the ARCHITECT; otherwise, requests will be returned without action except to record non-compliance with these requirements.
1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 5. The specified product or method of construction cannot be provided within the contract time. The request will not be considered if the product or method cannot be provided as a result of the CONTRACTOR's failure to pursue the WORK promptly, or to coordinate activities properly.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. A substantial advantage is offered to the OWNER, in terms of cost, time, energy conservation, or other considerations of merit, after deducting off-setting responsibilities the OWNER may be required to bear. Additional responsibilities for the OWNER may include additional compensation to the Architect of Record for redesign and evaluation services, increased cost of other construction by the OWNER, or separate contractors, and similar considerations.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the CONTRACTOR certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the CONTRACTOR certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the contract documents and where the CONTRACTOR certifies that the proposed substitution provide the required warranty.
 11. The evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of substantial completion on time.
 12. Available maintenance, repair, and replacement service and its estimated cost will be indicated.
 13. Whether or not incorporation or use of the substitute in connection with the WORK is subject to payment of any license fee or royalty.
 14. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.
- D. The CONTRACTOR's submittal and ARCHITECT's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the contract documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

1.7 SCHEDULE OF VALUES

- A. For Lump Sum Pay Unit contracts, the CONTRACTOR shall submit a Schedule of Values to the ARCHITECT. The Schedule of Values shall list the cost breakdown of the Lump Sum Pay Unit

SECTION 01300 - CONTRACTOR SUBMITTALS

contract and shall be coordinated with the construction schedule.

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

1.8 PROGRESS SCHEDULE

- A. The progress schedule shall be in Bar Chart or WRITTEN TWO WEEK PREVIEW OF WORK form, presented by the Contractor's superintendent at each weekly progress meeting.
- B. The progress schedule shall show the order in which the CONTRACTOR proposes to carry out the WORK and the contemplated date on which the CONTRACTOR and its Subcontractors will start and finish each of the salient features of the WORK, including any scheduled periods of shutdown. The schedule shall also indicate any anticipated periods of multiple-shift work.
- C. Upon substantial changes to the CONTRACTOR's progress schedule of WORK or upon request of the ARCHITECT, the CONTRACTOR shall submit a revised progress schedule(s) in the form required. Such revised schedule(s) shall conform with the Contract Time and take into account delays which may have been encountered in the performance of the WORK. In submitting a revised schedule, the CONTRACTOR shall state specifically the reason for the revision and the adjustments made in the schedule or methods of operation to ensure the completion of all the WORK within the Contract Time.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

(Substitution Request Form – Next Page)

SECTION 01300 - CONTRACTOR SUBMITTALS

**CBJ Engineering Department
SUBSTITUTION REQUEST FORM**

TO: _____ Project: _____

Contract No. _____

SPECIFIED ITEM: _____

Section	Page	Paragraph	Description
---------	------	-----------	-------------

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

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

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

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

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

Submitted by CONTRACTOR (date): _____	ARCHITECT Review (date): _____
Signature: _____	By: _____
Print Name: _____	Decision by CBJ:
Firm: _____	___Accepted ___Accepted as Noted
Title: _____	___Not Accepted ___Received Too Late
Telephone: _____	
Attachments: _____	Signature: _____

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

END OF SECTION

SECTION 01301 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 THE REQUIREMENT

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

1.3 SCHEDULE OF VALUES

- A. The CONTRACTOR shall submit a preliminary Schedule of Values for the major components of the WORK at the Preconstruction Conference as specified and referenced in Section 01010 - Summary of WORK. The listing shall include, at a minimum, the proposed value for the major WORK components:

1.4 CHANGES TO SCHEDULE OF VALUES

- A. Changes to the CPM Schedule which add activities not included in the original schedule but included in the original WORK (schedule omissions) shall have values assigned as approved by the ARCHITECT. Other activity values shall be reduced to provide equal value adjustment increases for added activities as approved by the ARCHITECT.
- B. In the event that the CONTRACTOR and ARCHITECT agree to make adjustments to the original Schedule of Values because of inequities discovered in the original accepted detailed Schedule of Values, increases and equal decreases to values for activities may be made.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01310 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED.

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

1.2 FORMAT

- A. Prepare schedules as a horizontal bar chart with separate bar for each major portion of WORK or operations, identifying first work day of each week. Separately from the written two week preview of Work presented at Weekly Progress Meetings, the CONTRACTOR shall update the project schedule in horizontal bar chart format as often as directed by the OWNER or the ARCHITECT.
- B. **Pay Requests may be held by the Owner until an updated schedule is received, reviewed and Approved.**
- C. Sequence of listings shall reflect the chronological order of the start of each item of WORK and encompass those items as noted in the table of contents of this Project manual.
- D. Scale and spacing shall be such as to provide for notations and revisions.
- E. Minimum sheet size of 11 x 17 inches, unless approved otherwise by the ARCHITECT.

1.3 CONTENT

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by Specification section number.
- C. Identify WORK of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of entire schedule.
- E. Show accumulated percentage of completion of each item, and total percentage of WORK completed, as of the mid and final days of each month.
- F. Provide separate schedules of submittal dates for Shop Drawings, product data, and samples, including products specified under alternate bids, and dates reviewed submittals will be required from the Project ARCHITECT. Show decision dates for selection of finishes and options, where appropriate.
- G. Show delivery dates for materials and products.
- H. Coordinate and display cost allocation requirements of Section 01301 - Schedule of Values, prior to the CONTRACTOR's initial application for payment.

1.4 REVISIONS TO SCHEDULES

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

SECTION 01310 - PROGRESS SCHEDULES

- B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- C. Provide narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect including the effect of changes on schedules of separate Subcontractors.
- D. When submitting a revised schedule, CONTRACTOR shall state specifically the reason for the revision and the adjustments made in the schedule or methods of operation to ensure the completion of all the WORK within the Contract time.

1.5 SUBMITTALS

- A. Prior to the Pre-Construction Meeting submit two sets of initial schedules in accordance with Section 01300 - CONTRACTOR Submittals. After review, resubmit required revised data within ten days, modified to accommodate revisions recommended by the Project ARCHITECT.
- B. Submit progress schedules reflecting the progress to date and anticipated in the future with each Application for Payment. Upon substantial changes to the CONTRACTOR's progress schedule of WORK, or upon request of the Project ARCHITECT, the CONTRACTOR shall submit the revised progress schedule(s) in the form required.
- C. Submit under transmittal letter specified in Section 01300 - CONTRACTOR Submittals.

1.6 DISTRIBUTION

- A. Distribute copies of reviewed schedules to job site file, Subcontractors, suppliers, and other concerned entities.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Testing and inspecting services are required to verify compliance with requirements specified or indicated in the Contract Documents.
 - 1. Where quality-control services are indicated as CONTRACTOR's responsibility, engage a qualified testing agency to perform these services.
 - 2. Retesting and Reinspecting: CONTRACTOR shall pay for additional testing and inspecting required as a result of tests and inspections provided by the OWNER indicating noncompliance with requirements.
- B. Special Tests and Inspections: OWNER will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction.
- C. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.

PART 2 - PRODUCTS (Not Used)

PART 3- EXECUTION (Not Used)

END OF SECTION

SECTION 01505 - MOBILIZATION

PART 1 - GENERAL

1.1 GENERAL

- A. Mobilization shall include obtaining all permits; moving all plant and equipment onto the site; furnishing and erecting plants, temporary buildings, and other construction facilities; implementing security requirements, all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:
1. Moving all the CONTRACTOR's plant and equipment required for operations onto the site.
 2. Providing all on-site communication facilities, including radios and cellular phones.
 4. Having all OSHA required notices and establishment of safety programs.
 5. Having the CONTRACTOR's superintendent at the jobsite full time.
 6. Submitting initial submittals.

1.2 PAYMENT FOR MOBILIZATION

- A. The CONTRACTOR's attention is directed to the condition that no payment for Mobilization, or any part thereof, will be approved for payment under the Contract until all Mobilization items listed above have been completed as specified.
- B. As soon as practicable, after receipt of Notice to Proceed, the CONTRACTOR shall submit a breakdown showing the estimated value of each major component of Mobilization to the ARCHITECT for approval. When approved by the ARCHITECT, the breakdown will be the basis for initial progress payments in which Mobilization is included.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01510 - TEMPORARY UTILITIES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

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

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

1.2 JOB CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 INSTALLATION OF TEMPORARY UTILITY SERVICES

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

SECTION 01510 - TEMPORARY UTILITIES

- B. Approval of Electrical Connections. All temporary connections for electricity shall be subject to approval of the ARCHITECT and the power company representative, and shall be removed in like manner at the CONTRACTOR's expense prior to final acceptance of the WORK.
- C. Separation of Circuits. Unless otherwise permitted by the ARCHITECT, circuits separate from lighting circuits shall be used for all power purposes.
- D. Construction Wiring. All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

3.2 INSTALLATION OF POWER DISTRIBUTION SYSTEM

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

3.3 INSTALLATION OF LIGHTING

- A. Construction Lighting. All WORK conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper WORK and to afford adequate facilities for inspection and safe working conditions.
- B. Temporary Lighting. The CONTRACTOR shall provide a general, weatherproof, grounded temporary lighting system in every area of construction WORK, as soon as overhead floor/roof deck structure has been installed; and provide sufficient illumination for safe WORK and traffic conditions; and run circuit wiring generally overhead, and rise vertically in locations where it will be least exposed to possible damage from construction operations on grade, floors, decks, or other recognized areas of possible damage or abuse.

SECTION 01510 - TEMPORARY UTILITIES

3.4 WATER SUPPLY

- A. General. Water connection to the construction work limits will be provided by the Owner.
- B. The CONTRACTOR shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water therefrom.
- C. Water Connections. The CONTRACTOR shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the affected water system. For each such connection made, the CONTRACTOR shall first attach to the fire hydrant or pipeline a valve and a meter, if required by the said authority, of a size and type acceptable to said authority and agency. The CONTRACTOR shall pay all permit and water charges.

3.5 INSTALLATION OF SANITARY FACILITIES

- A. Toilet Facilities. **TO BE PROVIDED BY THE CONTRACTOR** – SaniKan or equivalent for use by CONTRACTOR'S workers.

3.6 INSTALLATION OF FIRE PROTECTION

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

3.8 INSTALLATION OF COMMUNICATIONS

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

END OF SECTION

SECTION 01520 – SECURITY AND SAFETY

PART 1 - GENERAL

1.1 SECURITY PROGRAM

- A. The CONTRACTOR shall:
 - 1. Protect WORK from theft, vandalism, and unauthorized entry.
 - 2. Initiate program at job mobilization and maintain program throughout construction period until final acceptance of WORK.
- B. The CONTRACTOR shall secure all hazardous materials and building supplies from public access throughout the construction period.
- C. **The CONTRACTOR shall clean and protect the site and asphalt to eliminate the possibility of flat tires on any CCFR vehicle from sharp debris, nails, fasteners, or any other materials resulting from the WORK. A monetary penalty for actual costs incurred to repair tires, or damage to vehicles, plus any CCFR personnel or administrative costs will be charged to the CONTRACTOR.**

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES

PART 1 - GENERAL

1.1 GENERAL

- A. The CONTRACTOR shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The CONTRACTOR shall verify the exact locations and depths of all utilities shown and the CONTRACTOR shall make exploratory excavations of all utilities that may interfere with the WORK. All such exploratory excavations shall be performed as soon as practicable after award of the contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the CONTRACTOR's WORK. When such exploratory excavations show the utility location as shown to be in error, the CONTRACTOR shall so notify the ARCHITECT.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.2 RIGHTS-OF-WAY

- A. The CONTRACTOR shall not do any WORK that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the CONTRACTOR enter upon the rights-of-way involved until notified by the ARCHITECT that the OWNER has secured authority therefor from the proper party. After authority has been obtained, the CONTRACTOR shall give said party due notice of its intention to begin WORK, if required by said party, and shall remove, shore, support or otherwise protect such pipeline, transmission line, ditch, fence, or structure or replace the same. When two or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the OWNER shall determine the sequence and order of the WORK. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the OWNER to the CONTRACTOR so desiring, to the extent, amount, in the manner, and at the times permitted.
- B. No such decision as to the method or time of conducting the WORK or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the WORK in Article 15 of the General Conditions of the Contract.

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

- A. The CONTRACTOR shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced. All survey monuments, markers or points

SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES

disturbed by the CONTRACTOR shall be accurately re-established, at the CONTRACTOR's expense unless provided for elsewhere in the Contract, after all street or roadway resurfacing has been completed. Re-establishment of all survey monuments shall be by a registered Alaskan Land Surveyor.

1.4 RESTORATION OF PAVEMENT

- A. General: All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the CONTRACTOR shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the CONTRACTOR shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

1.5 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The CONTRACTOR shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the CONTRACTOR's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the

SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES

CONTRACTOR shall notify the ARCHITECT a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

- C. Where the proper completion of the WORK requires the temporary or permanent removal and/or relocation of an existing utility or other improvement which is indicated, the CONTRACTOR shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the ARCHITECT and the owner of the facility. In all cases of such temporary removal or relocation, restoration to former location shall be accomplished by the CONTRACTOR in a manner that will restore or replace the utility or improvement as nearly as possible to its former locations and to as good or better condition than found prior to removal.
- D. OWNER's Right of Access: The right is reserved to the OWNER and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the WORK of this Contract.
- E. Underground Utilities Indicated: Existing utility lines that are indicated or the locations of which are made known to the CONTRACTOR prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired or replaced by the CONTRACTOR.
- F. Underground Utilities Not Indicated: In the event that the CONTRACTOR damages any existing utility lines that are not indicated or the locations of which are not made known to the CONTRACTOR prior to excavation, a written report thereof shall be made immediately to the ARCHITECT. If directed by the ARCHITECT, repairs shall be made by the CONTRACTOR under the provisions for changes and extra WORK contained in Articles 10, 11, and 12 of the General Conditions.
- G. All costs of locating, repairing damage not due to failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not shown in the Contract Documents with reasonable accuracy, and for equipment on the Project which was actually working on that portion of the WORK which was interrupted or idled by removal or relocation of such utility facilities, and which was necessarily idled during such WORK will be paid for as extra WORK in accordance with the provisions of Articles 10, 11, and 12 of the General Conditions.
- H. Approval of Repairs: All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the utility or improvement owner before being concealed by backfill or other work.
- I. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or the communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the WORK shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the ARCHITECT are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The CONTRACTOR shall be responsible for and shall repair all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES

1.6 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. General: **Except for Trees and vegetation that are identified to be moved by CBJ Parks and Landscape at the Bldg. Entry area**, the CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and Project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs:
1. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.
 2. Replacement: The CONTRACTOR shall immediately notify the jurisdictional agency and/or the OWNER if any tree is damaged by the CONTRACTOR's operations. If, in the opinion of said agency or the OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, the CONTRACTOR shall pay to the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the jurisdictional agency or OWNER.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01550 - SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.1 CONTRACTOR'S WORK AND STORAGE AREA

- A. The CONTRACTOR shall be allowed limited areas for on-site storage necessary for the proper execution of the WORK. Such areas will be authorized by the OWNER at the Pre-Construction conference.
- B. The CONTRACTOR shall construct and use a separate storage area for hazardous materials used in constructing the WORK

1.2 CONTRACTOR'S WORK AND STORAGE AREA

- A. The CONTRACTOR shall be allowed limited areas for non-hazardous on-site storage necessary for the proper execution of the WORK. Such areas will be authorized by the OWNER at the Pre-Construction conference.
- B. Should the CONTRACTOR find it necessary to use any additional land for its camp or for other purposes during the construction of the WORK, it shall provide for the use of such lands at its own expense.
- C. The CONTRACTOR shall not store materials, tools, or equipment in areas to be occupied by the public unless specifically authorized by the ARCHITECT.

1.3 PARKING

- A. The CONTRACTOR shall direct its employees to park in areas at the site as directed by the PROJECT MANAGER, ARCHITECT OR CCFR-PERSONNEL.
- B. Traffic and parking areas available to the public shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies that are the result of the CONTRACTOR's WORK.

PART - 2 PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 RUBBISH CONTROL

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

- 1.2 SANITATION- Site sanitary facility (Sani-Kan) is to be provided and maintained by the CONTRACTOR for the duration of the Work.

1.3 CHEMICALS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL

- A. The word "Products," as used herein, is defined to include purchased items for incorporation into the WORK, regardless of whether specifically purchased for Project or taken from CONTRACTOR's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- B. Neither "Products" nor "Materials" nor "Equipment" includes machinery and equipment used for preparation, fabrication, conveying and erection of the WORK.

1.2 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of work, the CONTRACTOR shall provide products, materials, or equipment of a singular generic kind from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for CONTRACTOR's selection of a product, material, or equipment, the CONTRACTOR shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

1.3 PRODUCT DELIVERY-STORAGE-HANDLING

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

1.4 TRANSPORTATION AND HANDLING

- A. Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in manufacturer's unopened containers or packaging.
- B. The CONTRACTOR shall provide equipment and personnel to handle products, materials, and equipment by methods to prevent soiling and damage.

SECTION 01600 - MATERIALS AND EQUIPMENT

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

1.5 STORAGE AND PROTECTION

- A. Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight climate controlled enclosures and temperature and humidity ranges shall be maintained within tolerances required by manufacturer's written instructions.
- B. For exterior storage of fabricated products, they shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering; ventilation shall be provided to avoid condensation.
- C. Loose granular materials shall be stored on solid surfaces in a well-drained area and shall be prevented from mixing with foreign matter.
- D. Storage shall be arranged to provide access for inspection. The CONTRACTOR shall periodically inspect to assure products are undamaged and are maintained under required conditions.
- E. Storage shall be arranged in a manner to provide access for maintenance of stored items and for inspection.

1.6 MAINTENANCE OF STORAGE

- A. Stored products shall be periodically inspected on a scheduled basis. The CONTRACTOR shall maintain a log of inspections and shall make said log available on request.
- B. The CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements.
- C. The CONTRACTOR shall verify that manufacturer-required environmental conditions are maintained continually.
- D. The CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes does not occur.
- E. For mechanical and electrical equipment, the CONTRACTOR shall provide a copy of the manufacturer's service instructions with each item and the exterior of the package shall contain notice that instructions are included.
- F. Products shall be serviced on a regularly scheduled basis, and a log of services shall be maintained and submitted as a record document prior to acceptance by the OWNER in accordance with the Contract Documents.

SECTION 01600 - MATERIALS AND EQUIPMENT

1.7 PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEM SUBMITTAL

- A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or-equal" indicating that a substitution is permitted, materials or equipment of other Suppliers may be accepted by the ARCHITECT if sufficient information is submitted by the CONTRACTOR to allow the ARCHITECT to determine that the material or equipment proposed is equivalent or equal to that named, subject to the following requirements:
1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the CONTRACTOR.
 2. The ARCHITECT will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the ARCHITECT's decision shall be final.
 3. The ARCHITECT may require the CONTRACTOR to furnish at the CONTRACTOR's expense additional data about the proposed substitute.
 4. The OWNER may require the CONTRACTOR to furnish at the CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.
 5. Acceptance by the ARCHITECT of a substitute item proposed by the CONTRACTOR shall not relieve the CONTRACTOR of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.
 6. The CONTRACTOR shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the CONTRACTOR's WORK, the WORK of its Subcontractors and of other contractors, and shall effect such changes without cost to the OWNER.
- B. The procedure for review by the ARCHITECT will include the following:
1. If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ARCHITECT on the "Substitution Request Form" for acceptance thereof.
 2. Unless otherwise provided by law or authorized in writing by the ARCHITECT, the "Substitution Request Form(s)" shall be submitted within the 35-day period after award of the contract.
 3. Wherever a proposed substitute material or equipment has not been submitted within said 35-day period, or wherever the submission of a proposed substitute material or equipment has been judged to be unacceptable by the ARCHITECT, the CONTRACTOR shall provide material or equipment named in the Contract Documents.
 4. The CONTRACTOR shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified.
 5. The ARCHITECT will be allowed a reasonable time within which to evaluate each proposed substitute. In no case will this reasonable time period be less than 30 days.
 6. As applicable, no shop drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the ARCHITECT's prior written acceptance of the CONTRACTOR's "Substitution Request Form" which will be evidenced by a Change Order.
 7. The ARCHITECT will record the time required by the ARCHITECT in evaluating

SECTION 01600 - MATERIALS AND EQUIPMENT

substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ARCHITECT accepts a proposed substitute, the CONTRACTOR shall reimburse the OWNER for the charges of the ARCHITECT for evaluating each proposed substitute.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 CLOSEOUT TIMETABLE

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

1.2 SUBSTANTIAL COMPLETION

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

1.3 INSPECTION PROCEDURES

- A. Upon receipt of a request for inspection for Substantial Completion, the ARCHITECT will proceed and advise the CONTRACTOR of unfilled requirements. The ARCHITECT will prepare the Certificate of Substantial Completion following inspection, or advise the CONTRACTOR of construction that must be completed or corrected before the certificate will be issued.
- B. The ARCHITECT will reinspect the WORK upon receipt of notice by the CONTRACTOR that the WORK has been completed, except items whose completion has been delayed because of circumstances acceptable to the ARCHITECT. If reinspection is requested and the CONTRACTOR has not completed all punch list items, the cost of that inspection will be paid by the CONTRACTOR. Upon completion of reinspection, the ARCHITECT will prepare a certificate of final acceptance, or advise the CONTRACTOR of WORK that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated.
- C. The ARCHITECT will repeat inspection when requested and assured by the CONTRACTOR that the WORK has been substantially completed.
- D. Results of the completed inspection will form the basis of requirements for final acceptance.

SECTION 01700 - PROJECT CLOSEOUT

1.4 FINAL ACCEPTANCE

- A. Before requesting inspection for certification of final acceptance and final payment, complete and submit the following:
1. Submit final payment request.
 2. Submit a final Change Order request.
 3. Submit a copy of the final inspection list stating that each item has been completed or otherwise resolved for acceptance.
 4. Submit final meter readings for utilities, a record of stored fuel, and similar data as of Substantial Completion.
 5. Submit consent of surety to final payment.
 6. Submit evidence of continuing insurance coverage complying with insurance requirements.
 7. Submit those items listed under Article 1.5 of this section as they apply.
 8. Written guarantees, where required.
 9. Maintenance stock items; spare parts; special tools, where required.
 10. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
 11. Releases from all parties who are entitled to claims against the subject Project, property, or improvement pursuant to the provisions of law.
 12. Completed Certificate of Compliance and Release for the CONTRACTOR involved in the WORK. This form is included at the end of this section.
 13. Final Subcontractor list complete with final subcontract amounts and include all equipment rentals (with operators).
 14. Before final payment can be made, the CONTRACTOR shall supply a copy of the "Notice of Completion of Public Works" form approved by Wage and Hour Administration of the Labor Standards and Safety Division of the Alaska Department of Labor and Workforce Development.
 15. Submit original Items 12 and 13 and a copy of Item 14 to Jennifer Mannix, Contract Administrator.
 16. Keys, labeled to location and use.
 17. List of extra materials required by contract documents and information of where items are stored.
 18. Alaska Department of Labor Employment Security Tax Clearance letter for CONTRACTOR and all Subcontractors. A sample letter is included with Section 00800 – Supplementary General Conditions.

1.5 FINAL SUBMITTALS

- A. Record Document Submittals: Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the ARCHITECT's reference.
- B. Record Drawings: Maintain a clean, undamaged set of blue or blackline prints of Contract Drawings and Shop Drawings (this includes Architectural, Structural/Civil, Mechanical and Electrical). Mark-up these Drawings to show the actual installation. Mark whichever Drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Organize record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover. Record Drawings shall be kept current with the WORK's progress and will be checked prior to each payment.

SECTION 01700 - PROJECT CLOSEOUT

- C. Record Specifications: Maintain one copy of the Contract Documents, including Addenda. Mark to show variations in actual WORK performed in comparison with the specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot be readily discerned later by direct observation. Note related record Drawing information and product data. Upon completion of the WORK, submit record Specifications to the ARCHITECT for the OWNER's records.
- D. Maintenance Manuals: Organize maintenance data into sets of manageable size. Bind in individual heavy-duty 2-inch (maximum), 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:
 - 1. Emergency instructions.
 - 2. Spare parts list.
 - 3. Copies of warranties.
 - 4. Recommended "turn around" cycles.
 - 5. Inspection procedures.
 - 6. Shop Drawings and product data.
- D. Operating and Maintenance Instructions: Arrange for the installer of equipment that requires regular maintenance to meet with CBJ personnel to provide instruction in proper operation and maintenance. Include a detailed review of maintenance manuals, agreements, warranties and bonds. As part of instruction for operating equipment, demonstrate all necessary safety procedures.
- E. Before final payment can be made, the CONTRACTOR shall supply a copy of the "Notice of Completion of Public Works" form approved by Wage and Hour Administration of the Labor Standards and Safety Division of the Alaska Department of Labor and Workforce Development.
- F. Before final payment the CONTRACTOR shall provide the OWNER with clearance from the Alaska Department of Labor and Workforce Development for the 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 section 00800 – Supplementary General Conditions.

1.6 MAINTENANCE AND GUARANTEE

- A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Article 13 of the General Conditions.
- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the CONTRACTOR which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the CONTRACTOR shall have obtained a statement in writing from the affected private owner or public agency releasing the OWNER from further responsibility in connection with such repair or resurfacing.

SECTION 01700 - PROJECT CLOSEOUT

- C. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order from the OWNER. If the CONTRACTOR fails to make such repairs or replacements promptly, the OWNER reserves the right to do the WORK and the CONTRACTOR and its surety shall be liable to the OWNER for the cost thereof.

PART 2 - MATERIALS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01700 - PROJECT CLOSEOUT

COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT: AUKE BAY FIRE STATION EXTERIOR UPGRADE
CONTRACT NO: E12-094

The CONTRACTOR must complete and submit this to the Contract Administrator. The CONTRACTOR shall complete this form with respect to the entire contract.

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

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

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

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

Firm Name Capacity: CONTRACTOR

Signed Printed Name and Title Date

Return completed form to: Jennifer Mannix, Contract Administrator, City and Borough of Juneau, 155 South Seward Street, Juneau, AK 99801. Call (907) 586-0873 if we can be of further assistance or if you have any questions.

END OF SECTION

SECTION 01704 - FINAL CLEAN-UP AND SITE RESTORATION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes providing all supervision, labor, materials, tools and equipment necessary for final clean-up and restoration of all areas disturbed by construction activities, to a condition equal to, or better than, before construction started. This does not include clean-up or restoration incidental to, or directly provided for by other construction items.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Any materials required shall conform to the appropriate Section of these Specifications.

PART 3 - EXECUTION

3.1 GENERAL

- A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK and all sites disturbed by the construction, all rubbish and debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction and shall grade the sites so that no standing water is evident. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.
- B. If the CONTRACTOR has obtained material from the CBJ/State pit, the excavated area shall be cleaned up and any stipulations required by the Individual Mining Plan shall be completed. The gravel pit overhead charge shall be paid to CBJ within 60 days after removal of material from the pit.

3.2 FINAL CLEANING OF BUILDINGS

- A. The CONTRACTOR shall employ experienced workers for final cleaning. Clean each surface to the condition expected in a commercial building cleaning and maintenance program. Complete the following before requesting inspection for certification of Substantial Completion:
 - 1. Remove labels that are not permanent labels.
 - 2. Clean transparent materials. Remove glazing compound. Replace chipped or broken glass.
 - 3. Clean exposed hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

SECTION 01704 - FINAL CLEAN-UP AND SITE RESTORATION

4. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
5. Clean the site of rubbish, litter and other foreign substances. Sweep paved areas, remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
6. Remove temporary protection and facilities.
7. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Remove waste materials from the site and dispose of in a lawful manner.

END OF SECTION

SECTION 01732 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of a building.
 - 2. Repair procedures for selective demolition operations.
- B. Related Sections include the following:
 - 1. Section 01010 - Summary of Work for use of the premises.
 - 2. Section 01731 - Cutting and Patching for cutting and patching procedures for selective demolition operations.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to OWNER ready for reuse.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain OWNER's property, demolished materials shall become CONTRACTOR's property and shall be removed from Project site.

1.5 SUBMITTALS

- A. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

SECTION 01732 – SELECTIVE DEMOLITION

- B. Schedule of Selective Demolition Activities: Indicate the following:
1. Detailed sequence of selective demolition and removal WORK, with starting and ending dates for each activity. Ensure OWNER's on-site operations are uninterrupted.
 2. Interruption of utility services.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of elevator and stairs.
 5. Locations of temporary partitions and means of egress.
 6. Coordination of OWNER's continuing occupancy of portions of existing building and of OWNER's partial occupancy of completed WORK.
- C. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before WORK begins.
- D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1. Review methods and procedures related to selective demolition including, but not limited to, the following:
1. Inspect and discuss condition of construction to be selectively demolished.
 2. Review structural load limitations of existing structure.
 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Review requirements of WORK performed by other trades that rely on substrates exposed by selective demolition operations.

1.7 PROJECT CONDITIONS

- A. OWNER will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so OWNER's operations will not be disrupted. Provide not less than 48 hours notice to OWNER of activities that will affect OWNER's operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

SECTION 01732 – SELECTIVE DEMOLITION

1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. OWNER assumes no responsibility for condition of areas to be selectively demolished.
 1. Conditions existing at time of inspection for bidding purpose will be maintained by OWNER as far as practical.
 2. Before selective demolition, OWNER will remove the following items:
 - a. Loose furnishings and equipment in rooms affected by selective demolition.
- D. Storage or sale of removed items or materials on-site will not be permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to ARCHITECT.**
- E. Perform surveys as the WORK progresses to detect hazards resulting from selective demolition activities.

SECTION 01732 – SELECTIVE DEMOLITION

3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by OWNER and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to OWNER and to authorities having jurisdiction.
 - 1. **Provide at least 72 hours notice to OWNER if shutdown of service is required during changeover.**
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
- C. Temporary Shoring: Provide and maintain interior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 POLLUTION CONTROLS

- A. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

SECTION 01732 – SELECTIVE DEMOLITION

- B. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the WORK within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches.
 - 4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 6. Dispose of demolished items and materials promptly.
 - 7. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. Existing Facilities: Comply with OWNER's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries and other building facilities during selective demolition operations.
- C. Removed and Salvaged Items: Comply with the following:
 - 1. Transport items to OWNER's storage area designated by OWNER.
 - 2. Protect items from damage during transport and storage.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by ARCHITECT, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.6 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

SECTION 01732 – SELECTIVE DEMOLITION

- C. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off OWNER's property and legally dispose of them.

END OF SECTION

SECTION 02 8213
ASBESTOS ABATEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Abatement of asbestos-containing materials on the project.

1.02 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions;
- B. Division 1 through Division 13 Specification Sections;
- C. Contract drawings, including HAZ001 and HAZ101.
- D. Analytical Laboratory Report dated March 26, 2012, prepared by Seattle Asbestos Test, LLC - Attached to this Section.

1.03 SUMMARY

- A. The asbestos abatement work is in support of an exterior upgrade project at Auke Bay Fire Station in Auke Bay, Alaska.
- B. Bulk sampling and historical information has identified the following asbestos containing material (ACM) at the Auke Bay Fire Station that will impact the overall Project:
 - 1. ACM built-up roofing.
- C. The intent of the abatement portion of the overall Project is to perform all demolition and abatement of the existing built-up roof. The following elements are included as part of the abatement effort, although the drawings may show some exceptions in each abatement area:
 - 1. ACM built-up roofing, as shown on Architectural Demolition Drawings.
- D. ASBESTOS ABATEMENT includes all material, labor, equipment and other related costs for:
 - 1. mobilization (including moving all plant and equipment onto the site; providing temporary construction power, wiring, and lighting facilities; developing construction water supply, providing all on-site communication facilities, arranging for approved storage areas, issuing and posting all notices, and submitting all submittals);
 - 2. erecting non-permanent asbestos control areas;
 - 3. completing all project elements in accordance with these specifications and as described on the drawings;
 - 4. cleaning all spaces within the confines of the asbestos control areas, and applying lockdown sealant as appropriate;
 - 5. providing air monitoring (including all elements summarized in Asbestos Air Monitoring in DEFINITIONS below);
 - 6. providing all lab analysis for required monitoring;
 - 7. disposing of ACM and related debris in accordance with these contract documents (the solid waste facility in Juneau does not accept friable ACM, but their permit allows them to accept non-regulated ACM under special permit conditions);
 - 8. removing the non-permanent asbestos control areas; and
 - 9. general cleanup and demobilization.
- E. Contract Drawings illustrate the locations where the above-described WORK is necessary and allow quantification for bidding purposes.

1.04 COORDINATION AND TIMING OF ABATEMENT ACTIVITIES

- A. The building will be occupied during the project. The abatement subcontractor shall coordinate with the general contractor for timing of this work.
- B. The OWNER will provide access to temporary power and to water for direct Project use. The Abatement Subcontractor is responsible for all costs and effort required to develop those utilities for his or her use.
- C. Security to the site shall be maintained for the duration of the work.

1.05 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. The publications listed below form a part of the specification to the extent referenced. The publications are referred to in the text by the basic designation only.

Code of Federal Regulations (CFR) Publications:

29 CFR 1910.1001	Asbestos (for general industry standards)
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.145	Specifications for Accident Prevention Signs and Tags
29 CFR 1910.1200	Hazard Communications
29 CFR 1926.1101	Asbestos (for construction and demolition standards)
40 CFR 61 Sub-part A	General Provisions
40 CFR 61 Sub-part M	National Emission Standard for Asbestos
40 CFR 241	Guidelines for Land Disposal of Solid Wastes

Alaska Department of Labor Construction Code:

Subchapter 05.045 (as amended November 27, 1991)-Construction Code (Asbestos)

Subchapter 15.0101-Hazard Communication

Additional References:

US EPA Publication 560/5-85-024: Guidance for Controlling Asbestos Containing Materials in Buildings

1.06 DEFINITIONS

- A. ACM: See Asbestos Containing Material (ACM).
- B. Abandonment: Leaving in place existing asbestos materials. An example is leaving pipes inside walls when new piping is to be routed differently. Complete documentation must be made of the exact location and condition of the asbestos before abandonment, including the type and method of use of any encapsulant.
- C. Action Level: See Exposure Standards.
- D. Aggressive Conditions: Required technique to prepare an area that has passed visual inspection for clearance sampling. Before starting the sampling pumps, the exhaust from forced air equipment (such as a 1 horsepower leaf blower) shall be directed against all walls, ceilings, floors, ledges and other surfaces in the room. This effort shall take at least 5 minutes per 1,000 square feet of floor. Next, a 20-inch fan shall be placed in the center of the space (one such fan shall be employed for every 10,000 cubic feet of room volume), directed towards the ceiling, and set to run on slow speed. Once the fans are set up and operational, the sampling pumps shall be started and run for the required time. Once sampling is complete all 20-inch fans shall be secured.
- E. Amended Water: Water containing a wetting agent specifically designated by the manufacturer for the wetting of asbestos.
- F. Approved Laboratory: An independent laboratory properly staffed and equipped for the collection and analysis of asbestos bulk and/or air samples, and who maintains demonstrable satisfactory performance from all technicians involved in the performance of these analyses. For air samples, participation and a documented record of satisfactory performance in either the NIOSH Proficiency Analytical Testing (PAT) program, equivalent American Industrial Hygiene Association (AIHA) program, or an equivalent inter-laboratory testing protocol in accordance with 29 CFR 1926.1101, Appendix A is required. The lab must be capable of performing both phase contrast illumination microscopy, and transmission electron microscopy, and be capable of the required short turnaround times. For bulk analysis, participation in and maintenance of a satisfactory record with the bulk asbestos analysis program with the Research Triangle Park, NC 27709-2194, (919) 541- 6000, is required. If any participation in any equivalent program is proposed to meet this requirement, the details of the program, documentation of satisfactory performance, and name, address and

telephone number of the operator of the program must be submitted as part of the Asbestos Work Plan for approval (see Paragraph 1.6 A below).

- G. Area Monitoring: See Asbestos Air Monitoring.
- H. Asbestos: A class of six naturally occurring fibrous hydrous mineral silicates. Minerals included in this group are chrysotile, crocidolite, amosite and the fibrous forms of anthophyllite, tremolite and actinolite.
- I. Asbestos Air Monitoring: An approved air monitoring plan is required if air monitoring is part of the abatement work. To be approved such a plan must include the following elements:
 - 1. Area Monitoring: Sampling for airborne concentrations of asbestos fibers within the existing or planned asbestos control area that is representative of the fiber levels that may reach the worker's breathing zone. Area pumps drawing 10 liters per minute through the filter cassette are used for area monitoring and should pull at least 1,200 liters of air for each sample.
 - 2. Environmental Monitoring: Sampling for airborne concentrations of asbestos fibers outside the asbestos control area to assure that no asbestos fibers are escaping the enclosure, and that personnel outside the control area are not being exposed. Where a sealed area is not used, such as during exterior siding removal, this will refer to sampling conducted at the perimeter of the control area to assure that a sufficient buffer zone around the work in progress has been established, and that personnel outside this zone are not being exposed. Area pumps drawing 10 liters per minute through the filter cassette are used for environmental monitoring and should pull at least 1,200 liters of air for each sample.
 - 3. Baseline (Background) Monitoring: Sampling conducted to determine the initial level of airborne asbestos fibers present prior to the start of asbestos work. Area pumps drawing at least one and less than ten liters per minute through the filter cassette are used for this monitoring and should pull at least 1,200 liters of air for each sample. This sampling can be subdivided into three parts:
 - 4. Natural Background Sampling: Sampling conducted outside the structure where the work will be accomplished to determine the naturally occurring fiber levels present in that locale. When results indicate that this level may reach or exceed 0.01 f/cc, a minimum of 5 consecutive days of sampling will be used to establish an arithmetic average. This average will be used as the background level.
 - 5. Environmental Background Sampling: Sampling conducted to determine the background fiber levels within a structure, but outside the planned asbestos work area. This sampling is accomplished to ascertain the normal background fiber level within these areas of the structure. Special care must be taken during this sampling to minimize sample contamination by non-asbestos fibers, such as from cloth, paper and carpet.
 - 6. WORK Area Background Sampling: Sampling conducted in the area where asbestos WORK is planned, normally used to determine the level of personal and other protective measures required by personnel preparing the area for asbestos work and to establish the level of contamination present prior to the beginning of asbestos operations.
 - 7. Initial Exposure Assessment Monitoring: Sampling conducted by a "competent person" immediately before or at the initiation of the operation to ascertain the expected exposures during that operation. Initial Exposure Assessment Monitoring must be completed in time to allow compliance with requirements which are triggered by exposure data or the lack of a "negative exposure assessment", and to provide information necessary to assure that all control systems planned are appropriate for the operation and will function properly. Until Initial Exposure Assessment Monitoring confirms that employees on the job will not be exposed in excess of the Permissible Exposure Level (PEL), or a "negative exposure assessment" for non-friable asbestos has been accepted, it shall be assumed that employees are exposed in excess of the Time Weighted Average (TWA) and excursion limit.
 - 8. Negative Exposure Assessment: For any one specific asbestos job involving non-friable material which will be performed by trained employees, it may be demonstrated that

employee exposures will be below the PEL by data which conform to the following criteria:

9. Objective data demonstrating that the product or material containing asbestos minerals or the activity involving such product or material cannot release airborne fibers in concentrations exceeding the TWA and excursion limit under those WORK conditions having the greatest potential for releasing asbestos.
 10. Where the employer has monitored prior asbestos jobs for the PEL and the excursion limit within 12 months of the current or projected job, the monitoring and analyses were performed in compliance with the asbestos standard in effect; and the data were obtained during work operations conducted workplace conditions "closely resembling" the processes, type of material, control methods, WORK practices, and environmental conditions in the current operations, the operations were conducted by employees whose training and experience are no more extensive than that of employees performing the current job, and these data show that under the conditions prevailing and which will prevail in the current workplace there is a high degree of certainty that employee exposures will not exceed the TWA and excursion limit.
 11. The results of initial exposure monitoring of the current job made from breathing zone air samples that are representative of the 8-hour TWA and 30 minute short-term exposures of each employee covering operations that are most likely during the performance of the entire asbestos job to result in exposures over the PEL.
 12. Clearance Monitoring: Sampling occurring at the completion of the asbestos work, or at the completion of a specific phase of asbestos WORK, prior to removing the enclosure. It is accomplished to prove that the clean-up activities have been effective, and that remaining fiber levels both inside and outside the enclosure comply with airborne fiber concentrations defined in "Clearance Levels" below. Clearance sampling is normally accomplished in the same locations and by the same methods as the baseline monitoring, and is done using aggressive conditions (see "Aggressive Conditions" above). Transmission Electron Microscopy (TEM) analysis is required for clearance monitoring inside schools and sometimes for inside public buildings to assure that the area is truly safe for reoccupancy. For public buildings the requirement for TEM analysis can be waived in favor of Phase Contrast Illumination Microscopy (PCM) at the ARCHITECT's option. See PART 3-EXECUTION, MONITORING for project specific requirements.
 13. Personal Monitoring: Sampling for asbestos fiber concentrations at the breathing zone of a worker, used to document individual exposures, and, in conjunction with the WORK area sampling, to determine the required degree of personal and respiratory protection. A minimum of two samples shall be collected per eight-hour shift at a flow rate of 0.5 to 2.5 liters per minute. At least 25% of the workers doing a particular job shall be sampled each eight-hour shift. See Exposure Standards for more information.
- J. Asbestos Containing Material (ACM): Material composed of asbestos of any type, and in any amount equal to or greater than 1 percent by weight, either alone or mixed with other fibrous or non-fibrous materials.
- K. Asbestos Control Area: An area where operations involving asbestos are performed which is isolated by physical barriers designed to prevent the spread of asbestos dust, fibers, and debris, and to prevent or deter the entry or unauthorized and unprotected personnel. For areas where isolation is not feasible, it will be an area that is physically demarcated, e.g., bounded by a physical barrier such as a rope, barricade, etc., separating the known "clean" zone from the asbestos WORK area and buffer zone.
- L. Asbestos Fibers: This expression refers to a particular form of asbestos, fibrous tremolite, anthophyllite, or actinolite having a length to diameter aspect ratio of 3:1 or greater, and an overall length of 5.0 micrometers or longer. Where specialized analytical techniques, such as electron microscopy, are utilized for analysis, this shall refer to the number of fibers considered to equate to a specific weight of asbestos.

- M. Asbestos Survey: A detailed survey accomplished by specially trained, experienced technicians of a specific area to determine the presence, absence, condition, and amount of asbestos and asbestos contamination present in that area.
- N. Asbestos Workers' Personal Hygiene Area: A dedicated area containing shower(s), change room and, if required, toilet facilities where personnel working with asbestos (where a control area is not established) can change into protective clothing, and can disrobe, shower, and change into clean clothing without danger of transferring contamination to themselves or others.
- O. Baseline Monitoring: See Asbestos Air Monitoring.
- P. Bulk Sampling and Analysis: Representative samples taken from materials suspected to contain asbestos, analyzed by an approved laboratory using polarized light microscopy (PLM). When specialized methodology, such as electron microscopy is required, collection and analysis shall be in accordance with the recommendations of the laboratory providing the analysis, and the result expressed as both mass per unit volume and percent by weight shall be given.
- Q. Clean: As used in these documents, "clean" means that the surface in question is free of visible asbestos, to the point where no physical sample can be collected for analysis.
- R. Clean Room: An uncontaminated room having facilities for storage of employees' street clothing, uncontaminated materials and equipment.
- S. Clearance Levels: The maximum fiber levels present after completion of the asbestos WORK, or a given phase of WORK, sampled during initial or final clearance monitoring. This level shall be the lower of the baseline WORK area monitoring value for the location, or less than 0.01 fibers/cc, whichever is lower. In the special case where the naturally occurring outdoor background levels outside the structure are greater than or equal to 0.01 f/cc, averaged arithmetically over a minimum 5-day period, the clearance level shall be the interior WORK area background level prior to the start of CONTRACTOR work, or less than or equal to the average natural background level, wherever is lower.
- T. Clearance Monitoring: See Asbestos Air Monitoring.
- U. Competent Person: An individual experienced in the abatement and control of asbestos who has received specialized additional training in the supervision and management of asbestos abatement projects. This individual is the full-time on-site manager responsible for ensuring that all safety, health and environmental protection requirements are met, that approved operational methods are followed, and that all personnel on the site comply with these requirements. Specialized training must include an EPA recognized course in the management of asbestos abatement projects. The Competent Person shall report to the Industrial Hygienist.
- V. Containment: See Enclosure.
- W. Decontamination Area: An enclosed area adjacent and connected to a sealed asbestos control area and consisting of an equipment room, shower area, and clean room used for the decontamination of workers, materials and equipment. This also forms the only authorized entry and exit for the control area, except as required in Equipment Decontamination Area below.
- X. Encapsulant: A liquid material which can be applied to ACM which reduces the potential for release of asbestos fibers from a material, either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).
- Y. Encapsulate: The process whereby an encapsulant is applied to ACM to seal in or bind together the individual asbestos fibers, thereby reducing the potential for the release of these fibers.

- Z. Enclosure: Construction of a sealed, permanent structure around asbestos. Complete documentation must be made of the exact location and condition of the asbestos before the enclosure is finished, including the type and method of use of any encapsulant.
- AA. Equipment Decontamination Area: When used, a separate area designed similarly to the personnel decontamination area, but on a large scale. Used to decontaminate large items, or for the purpose of a separate exit for asbestos waste removal where the normal means of egress is not effective (such as the removal of long pieces of pipe from the basement of a structure).
- BB. Equipment Room (Change Room): A room located within the decontamination area that is supplied with impermeable bags or receptacles for the disposal or storage of contaminated protective clothing and equipment, and lockers for the storage and contaminated tools and work shoes.
- CC. Exposure Standards
- DD. Workers:
1. Action Level: An action level concept shall be used by the abatement Subcontractor to ensure that no personnel are exposed to airborne concentrations of asbestos, actinolite, anthophyllite, or tremolite fibers, or a combination of these mineral fibers, equaling or exceeding 0.1 fibers per cubic centimeter (0.1 f/cc) expressed as an 8-hour time weighted average (TWA) without placement on a medical monitoring program for asbestos. Personnel exposed at or above this level must be provided proper training in the removal of asbestos containing materials, and must be provided proper personal protective equipment.
 2. Excursion Limit (EL): An airborne concentration of asbestos of 1.0 fiber per cubic centimeter of air (1 f/cc) as averaged over a sampling period of 30 minutes.
 3. Permissible Exposure Level (PEL): The abatement Subcontractor shall ensure that no employee is exposed to an airborne concentration of asbestos, actinolite, anthophyllite, or tremolite fibers, or a combination of these mineral fibers, exceeding 0.1 fibers per cubic centimeter (0.1 f/cc) expressed as an 8-hour time weighted average (TWA) as defined by the NIOSH sampling and analytical method 7400. (Reference 29 CFR 1926.1101, Appendix A.)
- EE. Non-Workers:
1. Personnel who are not asbestos workers as defined by OSHA and this Specification shall not be exposed to levels of asbestos fibers exceeding the EPA clearance level criteria of 0.01 f/cc.
- FF. Fibers: All fibers, regardless of composition, as determined by analysis in accordance with the method described in 29 CFR 1926.1101, Appendix A. When specialized methodology, such as electron microscopy is required, collection and analysis shall be in accordance with the recommendations of the laboratory providing the analysis, and the equivalent fiber level, expressed in both mass per unit volume and fibers per cubic centimeter shall be given.
- GG. Glovebag Technique: A method with limited applications for removing small amounts of friable asbestos-containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other non planar surfaces not isolated inside an enclosure. The glovebag assembly is a manufactured or fabricated device consisting of a glovebag (typically constructed of 6-mil transparent polyethylene or polyvinyl chloride plastic), two inward projecting long sleeve gloves, an internal tool pouch, and an attached, labeled receptacle for asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or material to be removed and contains all asbestos fibers released during the process. All workers who are permitted to use the glovebag technique must be highly trained, experienced and skilled in this method.
- HH. HEPA Filter Equipment: High Efficiency Particulate Air (HEPA) filtered vacuuming, local exhaust, or respiratory protective equipment equipped with specialized filters capable of collecting and retaining asbestos fibers. Filters must be of 99.97 percent or greater efficiency

at collection of 0.3-micron diameter particles. Filters must be factory tested and certified as meeting this filtration requirement.

- II. Industrial Hygienist: An individual certified by the American Board of Industrial Hygiene, and having significant prior experience in managing and evaluating the health and safety aspects on asbestos projects of similar nature and scope to ensure capability of performing asbestos WORK in a satisfactory manner. Prior project similarities shall be in areas related to material composition, project size, number of employees, and in the engineering, WORK practice, environmental, and personal protection control required. An equivalent individual, such as a Licensed Professional Safety Engineer, Certified Safety Professional, and other qualified person with a minimum of 5 years of experience in industrial hygiene, including extensive experience in the management and evaluation of health and safety aspects of asbestos abatement, may substitute for the Certified Industrial Hygienist, subject to approval by the ENGINEER. The Industrial Hygienist shall be responsible for all monitoring, training and asbestos WORK, for ensuring that all safety and health requirements prescribed by State and Federal regulations, as well as these specifications, are compiled with, and for ensuring that the competent person performs all assigned duties in accordance with this specification and applicable Federal and State regulations.
- JJ. Initial Exposure Assessment Monitoring: See Asbestos Air Monitoring.
- KK. Lockdown Sealant: A spray-on liquid-type sealant applied to surfaces from which ACM has been removed. It is applied after final cleaning and visual inspection has occurred, but prior to initial clearance sampling. Its purpose is to control and minimize the amount of airborne asbestos fiber generation that might result from any residual ACM debris on the substrate. All lockdown sealant shall be acrylic copolymer blend that forms a durable non-combustible barrier that when cured becomes an excellent primer for spray back insulation and water based architectural coatings.
- LL. Lower Limit of Detection (LLD): The smallest quantifiable amount of a substance, or number of fibers, present in a given sample that can be determined accurately by the sampling and analysis methods in use. A LLD is normally specified to represent a 95% confidence level. All samples taken for baseline, background, environmental or clearance sampling shall have an LLD of 0.01 f/cc or less. Samples taken for bulk analysis shall have an LLD of less than 0.1 percent by weight of the sample of homogeneous samples.
- MM. Negative Exposure Assessment: See Asbestos Air Monitoring.
- NN. Negative Pressure: A minimum of minus 0.02 inches of water pressure (negative pressure) differential between the asbestos control area and all adjacent areas, at a minimum flow rate of four air changes per hour at all points within the asbestos control area. See PART 3- EXECUTION; SAFETY AND HEALTH COMPLIANCE; Vacuums and local exhaust systems for additional information.
- OO. Permissible Exposure Level (PEL): See Exposure Standards.
- PP. Personal Monitoring: See Asbestos Air Monitoring.
- QQ. Phase Contrast Illumination Microscopy (PCM): An analytical method for counting fibers in air sampling filters.
- RR. Polarized Light Microscopy (PLM): An analytical method for determining asbestos content in bulk samples.
- SS. Time Weighted Average (TWA): The TWA is an average of the airborne concentration of asbestos fibers, expressed as the number of fibers per cubic centimeter (f/cc) of air, measured and calculated for a minimum of 8 hours, and taken into account the relative proportions of time exposed when averaging different exposure levels.
- TT. Transmission Electron Microscopy (TEM): A procedure whereby an electron beam is scanned through a specially prepared air-sampling filter. The beam diffraction pattern is then analyzed by computer, which differentiates between the patterns of asbestos and the non-asbestos materials, and quantifies the mass of the asbestos present on the filter. This mass can then be referenced to an equivalent number of fibers per cubic centimeter. By far the

most sensitive and specific test for airborne asbestos, it is expensive and results cannot normally be provided for several days. Used for detection of extremely low levels, or when suspected non-asbestos fibers are believed to be interfering with the accuracy or readability of normal sampling methods. TEM clearance sampling, done in accordance with methods set forth in 40 CFR 760, Subpart E, is required by regulation for all projects inside school buildings. TEM clearance sampling is optional (at the OWNER's discretion) for all projects not in school buildings.

1.07 PRE-WORK SUBMITTALS

- A. Six copies of the Pre-WORK Submittal shall be submitted. The following items shall be included and submitted as a complete package in a three ring binder complete with index and divider tabs. Modify as necessary to obtain approval by the ARCHITECT five working days prior to any work on the project. The CONTRACTOR shall perform its WORK in compliance with the approved Pre-WORK Submittal:
- B. Asbestos WORK Plan: Prepare a detailed plain language plan covering the WORK procedures to be used during each and all operations involving asbestos. Annotated building plans or site plans no larger than 11 inches by 17 inches shall be included to detail locations for asbestos control areas, monitoring locations, access and disposal routes, and other activities where needed. The plan shall include as a minimum the following elements:
1. Estimated electrical load requirements for each abatement area (for successful planning of temporary power);
 2. Location and construction of each asbestos control area;
 3. Sequencing of asbestos WORK to include phasing sequences if the WORK is to be accomplished in separate sections or phases. This item shall include a timeline for completing the WORK;
 4. Transport and disposal plans;
 5. A contingency plan for potential emergencies/accidents/incidents covering, but not limited to:
 - Medical emergencies/accidents inside the control area;
 - Violation of the control area;
 - Spills inside the control area;
 - Spills outside the control area;
 - Fire inside and outside the control area;
 - Loss of power;
 - Loss of negative pressure in the controlled area;
 - Discovery that fiber levels inside or outside the control area have exceeded prescribed limits;
 - Water intrusion from the abatement area into occupied areas of the building; and
 - Spills during transport or disposal.
 6. A notification listing of personnel and organizations to be contacted by the CONTRACTOR in the event of an incident, emergency or contingency.
 7. The 24-hour contact point for the CONTRACTOR and the designated "competent person" to contact in case of an on-site problem. Response time to the site shall not exceed 1 hour from the time of the notification.
- C. Notifications: Copies of EPA and OSHA notifications submitted prior to WORK.
- D. Competent Person: Submit the name(s) proposed, address(es), telephone number(s) and complete documentation of each individual's qualifications proving their qualifications meet the requirements described in DEFINITIONS above and PART 3-EXECUTION below.
- E. Industrial Hygienist: Submit the name, address and telephone number of the Industrial Hygienist selected to prepare the asbestos WORK plan, and direct monitoring and training. Include documentation proving the person's qualification meet the requirements described in DEFINITIONS above and PART 3-EXECUTION below.

- F. Testing Laboratory: Submit the name, address, telephone number and qualifications of the independent testing laboratory selected to perform the monitoring, testing and reporting of airborne asbestos fibers. Include documentation certifying that all technicians performing the analysis have been judged proficient by successful participation within the last year in the NIOSH PAT program or the equivalent AIHA program, or an equivalent inter-laboratory testing program.
- G. Training: Submit certificates signed by each employee and the Industrial Hygienist that each employee has received the training required by 29 CFR 1910.1001, 29 CFR 1926.1101, and appropriate State of Alaska Regulations and this specification. Include proof that each employee is certified as an asbestos worker in the State of Alaska in accordance with current state regulations.
- H. Protective Equipment and Protective Method Plans: Details of planned personnel protective equipment requirements and protective methods, including respirators as will be required for each specific type of operation or condition. Include supporting justification when alternate (e.g., less than the maximum specified) protection is proposed.
- I. Manufacturer's Data: Provide complete manufacturer's information, including maintenance and usage instructions, on all specialized equipment to be used for asbestos WORK, including, but not limited to:
1. Sealants, adhesives, and foams.
 2. Local Exhaust Equipment.
 3. Vacuum Equipment.
 4. Respirators.
 5. Pressure Differential Monitor/Airflow Monitor (including an audible alarm that sounds if negative pressure is lost).
 6. Decontamination Units (including a provision to filter any discharge from the unit).
- J. Material Safety Data Sheets (MSDS): Provide copies of the MSDS for each chemical, adhesive, sealant, foam, glue, encapsulant, additive for creation of the amended water, and paints to be utilized, as well as any other material requiring this reporting in accordance with Federal Standard 313B. This requirement is in addition to the requirement for submittal of material data sheets specified elsewhere in the specifications.
- K. Any changes to procedures, methods, conditions, etc., identified in the approved Pre-WORK Submittal must be submitted in writing for review and approval by the ARCHITECT prior to the inception of the change. The changes must be reviewed and approved by the Certified Industrial Hygienist prior to being submitted to the ARCHITECT for review. Where changes must be implemented immediately for the protection of workers, personnel outside the WORK area, the structure or the environment, and the change established an environment more stringent than that previously existing, the changes may be implemented by the competent person or other individuals with appropriate authority, and the ARCHITECT notified immediately. These changes will then be submitted in writing within 24 hours for final review and approval.

1.08 POST-WORK SUBMITTALS

- A. Six copies of a post-WORK submittal shall be submitted. The following items shall be included, submitted as a complete package in a three ring binder complete with index and divider tabs, and approved by the ARCHITECT as complete before final payment is approved:
- B. WORK Log: Upon completion of the Project, or upon completion of each phase of asbestos WORK if the work is performed in phases or sections, prepare a detailed log of all operations involving the asbestos portion of the WORK, to include but not be limited to:
- C. The names, entry and exit dates and times, duties performed, and protective equipment worn by each individual during their time within the asbestos control area, covering all personnel, (including inspectors, monitoring personnel and visitors) entering each asbestos control area. This information is normally provided in the form of fully legible copies of the entry/exit control

log for the control area. Each day's listing should also include a summary of the WORK performed (quantity, type, location, etc.).

1. A listing of all personnel performing asbestos related WORK outside the control area, showing duties performed, date, time, duration, and location of the WORK, and protective equipment worn while performing these duties. Each day's listing should also include a summary of the WORK performed (quantity, type, location, etc.).
2. A list of the exact placement of each sampling device, and a summary of sampling results on a chronological basis.
3. Copies of the complete and reviewed sampling results as an attachment.
4. A summary of each problem, incident, contingency, and emergency that occurred, and the actions taken to resolve the situation.
5. A copy of all shipping manifests that document disposal of all ACM at an approved solid waste facility.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 PROTECTION OF ADJACENT AREAS

- A. Perform all asbestos WORK in such a way as to not contaminate adjacent areas, or interior spaces of components within the abatement area (such as cabinets, ducts, or electrical junction boxes). Where such areas or spaces are contaminated, they shall be cleaned and/or restored to their original condition as directed by the ARCHITECT at the CONTRACTOR's expense.

3.02 NOTIFICATIONS AND PERMITS

- A. The CONTRACTOR shall notify the regional office of the United States Environmental Protection Agency (US EPA) in accordance with 40 CFR 61 Subpart M.
- B. The CONTRACTOR shall also notify the Alaska Department of Labor, Occupational Safety and Health Division (AK OSHD) in accordance with current State of Alaska asbestos regulations.
- C. The CONTRACTOR shall notify the ARCHITECT 48 hours prior to commencement of any abatement WORK, and immediately upon completion or termination of the WORK. Where any emergency removal is required, notifications will be made immediately, but WORK schedules will not be contingent on the notification timing specified in the paragraph.
- D. The CONTRACTOR shall carry out disposal in accordance with state and federal requirements, and shall secure necessary permits in conjunction with asbestos removal and transport, and provide timely notification of such actions as may be required by Federal, State, regional and local authorities.

3.03 COMPETENT PERSON

- A. All asbestos WORK, including setup and teardown of the asbestos enclosure(s) and control area(s), and all asbestos disposal operations shall be under the direct and continuous on-site supervision of the Competent Person (who is identified in the Pre-WORK Submittal and whose qualifications and duties are defined in DEFINITIONS above). The Industrial Hygienist shall oversee all activities of the competent person.

3.04 INDUSTRIAL HYGIENIST

- A. The CONTRACTOR shall conduct all training and asbestos WORK under the direction of the Industrial Hygienist (who is identified in the Pre-WORK Submittal and whose qualifications and duties are defined in DEFINITIONS above).

3.05 PROJECT INSPECTION

- A. While performing asbestos WORK, the CONTRACTOR may be subject to on-site inspection by the ARCHITECT, OWNER's designated representative, fire, safety, and health personnel, and Federal and State inspectors. If the WORK is in violation of specification requirements, or applicable Federal or State regulations, the ARCHITECT may issue a stop-WORK order to be in effect immediately, and which will remain in place until the violation(s) are resolved and, if required by the ARCHITECT, a new or amended asbestos WORK plan is submitted. Restart will not be accomplished without approval of the ARCHITECT. Standby time and expenses required to resolve the violation(s) and provide new or amended submittals shall be at the abatement Subcontractor's expense.
- B. The Project WORK Log (see Paragraph 1.6A.1 above) shall be subject to review by the ARCHITECT on a daily basis and at each Application for Payment by the CONTRACTOR.

3.06 SAFETY AND HEALTH COMPLIANCE

- A. The CONTRACTOR shall comply with all laws, ordinances, rules and regulations of Federal, State, regional and local authorities regarding demolition, handling, storing, transporting and disposing of asbestos and asbestos containing materials. He shall also comply with the applicable requirements of the current issues of 29 CFR 1910.1001, 29 CFR 1926.1101, and 40 CFR 61 Subparts A and M. Asbestos removal is also required to comply with the provisions of the State of Alaska, Solid Waste Management Codes, title 18 of the Alaska Administrative Code, and the State of Alaska OSHA Standards.
- B. Some materials on this project are both lead and asbestos hazards. See Section 02090 of this specification for compliance information regarding lead-containing materials.

3.07 ASBESTOS WORK PROCEDURES

- A. The WORK specified in these contract documents shall be carried out in accordance with all applicable local, state, and federal regulations, and the following special requirements:
 - 1. OSHA Class I asbestos WORK: Class I WORK shall comply with the appropriate sections of OSHA 1926.1101(g)(4) "Class I Requirements" and OSHA 1926.1101(g)(5). Certified asbestos abatement workers are a requirement for Class I asbestos WORK.
 - 2. OSHA Class II asbestos WORK: GWB removal and other Class II WORK shall comply with the appropriate sections of OSHA 1926.1101(g)(7) "Work Practices and Engineering Controls for Class II WORK" and OSHA 1926.1101(g)(8). Certified asbestos abatement workers are a requirement for Class II asbestos WORK.
 - 3. Asbestos Handling Procedures: The CONTRACTOR shall sufficiently wet ACM with a fine spray of amended water during removal, cutting or other handling to reduce the emission of airborne fibers. All removed and waste materials shall be placed in plastic disposal bags or other approved containers. Under no circumstances shall asbestos waste or debris be allowed to accumulate in the WORK area.
 - 4. Disposal of Asbestos: Procedures for hauling and disposal shall comply with 40 CFR 61, Subpart M, 40 CFR 241 and 257, and state, regional, and local standards. Abated material and associated debris shall be packaged in accordance with applicable regulations and disposed of at an approved facility. All ACM shall be transported in an enclosed vehicle.

3.08 MONITORING

- A. The abatement Subcontractor shall provide third-party on-site air monitoring for the duration of the Project in accordance with the approved Pre-WORK Submittal.
- B. At a minimum the CONTRACTOR shall provide "Personal Monitoring" as specified in Paragraph 1.5 "DEFINITIONS", above.
- C. The CONTRACTING OFFICER reserves the right to perform confirmation air monitoring including all elements summarized in Asbestos Air Monitoring in DEFINITIONS, above.

- D. Clearance Procedures for each abatement area
1. After abatement activities are complete, the CONTRACTOR and the OWNER representative shall perform a detailed visual inspection of the WORK area for any visible asbestos residual. If any is found, a complete re-cleaning of the area shall be performed, and the area reinspected. .
 2. The CONTRACTOR shall be responsible for all OWNER costs (including costs accrued by the OWNER's representative) relating to all visual inspections after the second failed visual inspection.
 3. Once clearance criteria have been achieved, clearance shall be considered final and removal of any protective enclosure shall be accomplished.

END OF SECTION

Auke Bay Fire Department Roof--Asbestos Sampling Results

SEATTLE ASBESTOS TEST, LLC

NVLAP Accredited Lab Code - Bellevue:200876; Lynnwood:200768

Lynnwood Laboratory: 19711 Scriber Lake Rd, Suite D, Lynnwood, WA 98036; Tel: 425.673.9850, Fax:425.673.9810

Bellevue Laboratory: 12727 Northup Way, Suite I, Bellevue, WA 98005; Tel: 425.861.1111, Fax: 425.861.1118

Website: <http://www.seattleasbestostest.com>, E-mail: admin@seattleasbestostest.com

ANALYTICAL LABORATORY REPORT

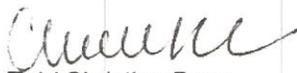
PLM by Method EPA/600/R-93/116

Attn.: Ms. Teri Choate
 Client: Med-Tox, Northwest
 Address: PO Box 1446, Auburn, WA 98071-1446

Client Job #: L-3506(713)
 Laboratory Batch #: 201210382
 Date Received: 3/26/2012
 Samples Received: 4
 Date Analyzed: 3/26/2012
 Samples Analyzed: 4

Project: Auke Bay Fire Dept Renovation, 120127

Lab ID	Client Sample ID	Layer	Description	%	Asbestos Fibers	Non-Fibrous Components	%	Non-asbestos Fibers
1	ABFD-01 121042	1	Pink foamy material		None detected	Synthetic foam		None detected
		2	Black asphaltic material with brown fibers	15	Chrysotile	Asphalt/binder, Binder/filler	26	Cellulose
		3	Black asphaltic material with brown fibers	15	Chrysotile	Asphalt/binder, Binder/filler	24	Cellulose
		4	Tan fibrous material with black mastic		None detected	Asphalt/binder, Binder/filler, Mastic/binder	67	Cellulose
		5	Black asphaltic material with brown fibers	15	Chrysotile	Asphalt/binder, Binder/filler	27	Cellulose
		6	Tan fibrous material		None detected	Binder/filler	95	Cellulose
		7	Brown wood debris		None detected	Wood debris	7	Cellulose
		8	Black asphaltic material with tan fibers		None detected	Asphalt/binder, Binder/filler	36	Cellulose
		9	White foamy material		None detected	Synthetic foam		None detected
		10	Black asphaltic material with tan fibers		None detected	Asphalt/binder, Binder/filler	35	Cellulose
2	ABFD-01 121043	1	White soft/elastic material with paint and tan fibers		None detected	Binder, Filler, Paint	14	Cellulose
3	ABFD-01 121044	1	White soft/elastic material with paint		None detected	Binder, Filler, Paint	4	Cellulose
4	ABFD-01 121045	1	White powdery material with paint and paper		None detected	Binder/filler, Paint	34	Cellulose



Analyzed by: Weilona Tai / Christina Buce

Report reviewed by: Steve (Enyoo) Zheng, President

SEATTLE ASBESTOS TEST, LLC

NVLAP Accredited Lab Code - Bellevue:200876; Lynnwood:200768

Lynnwood Laboratory: 19711 Scriber Lake Rd, Suite D, Lynnwood, WA 98036; Tel: 425.673.9850, Fax:425.673.9810

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Website: <http://www.seattleasbestostest.com>, E-mail: admin@seattleasbestostest.com**ANALYTICAL LABORATORY REPORT**

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 Date Analyzed: 3/26/2012
 Samples Analyzed: 4

Project: Auke Bay Fire Dept Renovation, 120127

Lab ID	Client Sample ID	Layer	Description	%	Asbestos Fibers	Non-Fibrous Components	%	Non-asbestos Fibers
		2	Off white chalky material with paper		None detected	Binder/filler, Gypsum/binder	21	Cellulose

Analyzed by: Weilonq Tai / Christina Buca

Report reviewed by: Steve (Enyoo) Zhang, President



SAFE ENVIRONMENT OF AMERICA, INC. d/b/a
MED-TOX
 NORTH WEST
 1701 West Valley Hwy North, Suite 1
 Auburn, WA 98001
 Telephone (253) 351-0677, Fax (253) 351-0688

Chain of Custody

Number of Samples: **4**

Due Date: _____
 Due Time: _____

Page 1 of 1

Lab Batch Number: **#2012AD382** Archive Box No. **L-3506(713)**

Company: Med-Tox Northwest

Attention: **Teri Choate**
 Street: **PO Box 1446**
 City/State: **Auburn WA** Zip: **98071**
 Phone: **(253) 351-0677** Fax: **(253) 351-0688**
 Cell: _____
 Email: **choatet@medtoxnw.com**
 Project Name: **Auke Bay Fire Dept**
Renovation 120127
 Project / PO Number: **n/a**

Turn-Around Times 2 work days
 3 work days
 4 work days
 5 work days
 1 work day

Bulk Asbestos
 PLM
 Other (Please Specify)
Airborne Asbestos
 PCM
 Other (Please Specify)

Fungal Non-viable
 Airborne
 Bulk
 Tape Lift
 Other (Please Specify)

Special Instructions for Batch

*need results
 by 3/27/12*

Sample ID	Lab ID	Comments	Special Instructions for Samples
1	ABFD-01 121042		
2	ABFD-02 121043		
3	ABFD-03 121044		
4	ABFD-04 121045		
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Sent to Admin (initials and date)	Relinquished by Signature: <i>[Signature]</i> Print Name: Ashley Fulkerson Date: 3/26/2012 Time: 0925	Received by (Signature) <i>[Signature]</i> Print Name: CHRISTINA BULL Date: 3/26/12 Time: 9:36	Analyzed by (Signature) <i>[Signature]</i> Print Name: CHRISTINA BULL Date: 3/26/12 Time: 13:30
	Due date and time for samples received after 4:30 PM will be calculated from 8:00 AM the following business day.		

**SECTION 04 2001
MASONRY VENEER**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clay Facing Brick.
- B. Mortar and Grout.
- C. Reinforcement and Anchorage.
- D. Accessories.

1.02 REFERENCE STANDARDS

- A. ACI 530/ASCE 5/TMS 402 - Building Code Requirements for Masonry Structures; American Concrete Institute International; 2008.
- B. ACI 530.1/ASCE 6/TMS 602 - Specification For Masonry Structures; American Concrete Institute International; 2008.
- C. ASTM A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- D. ASTM C 67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile; 2009.
- E. ASTM C 150 - Standard Specification for Portland Cement; 2007.
- F. ASTM C 207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2006.
- G. ASTM C 216 - Standard Specification for Facing Brick (Solid Masonry Units Made From Clay or Shale); 2007a.
- H. ASTM C 270 - Standard Specification for Mortar for Unit Masonry; 2008a.

1.03 SUBMITTALS

- A. See Section 01 300 – Contractor Submittals, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, and mortar.
- C. Samples: Submit two samples of facing brick units to illustrate color, texture, and extremes of color range.

1.04 QUALITY ASSURANCE

- A. Comply with provisions of ACI 530/ASCE 5/TMS 402 and ACI 530.1/ASCE 6/TMS 602, except where exceeded by requirements of the contract documents.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

PART 2 PRODUCTS

2.01 BRICK UNITS

- A. Facing Brick: ASTM C 216, Type FBS, Grade SW.
 - 1. Color and texture: Selected from manufacturer's standard colors. 25 choices minimum.
 - 2. Nominal size: 2-1/2" standard.
 - 3. Compressive strength: minimum average net-area compressive strength of 3,000 psi, measured in accordance with ASTM C 67.

2.02 MORTAR AND GROUT MATERIALS

- A. Portland Cement: ASTM C 150, Type I; color as required to produce approved color sample.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C 979.

1. Color(s): As selected by Architect from manufacturer's full range.
- D. Water: Clean and potable.

2.03 REINFORCEMENT AND ANCHORAGE

- A. Masonry Veneer Anchors: 2-piece anchors that permit differential movement between masonry veneer and structural backup, hot dip galvanized to ASTM A 153/A 153M, Class B.
1. Anchor plates: Not less than 0.075 inch (1.91 mm) thick, designed for fastening to structural backup through sheathing by two fasteners; provide design with legs that penetrate sheathing and insulation to provide positive anchorage.
 2. Wire ties: Manufacturer's standard shape, 0.1875 inch (4.75 mm) thick.
 3. Vertical adjustment: Not less than 3-1/2 inches (89 mm).

2.04 ACCESSORIES

- A. Preformed Control Joints: Rubber material. Provide with corner and tee accessories, fused joints.
- B. Weeps: Polyethylene tubing.
- C. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.
- D. Prefabricated Drainage Composite: Preformed geocomposite drainage sheet system comprising of a drainage core and filter fabric. Designed to effectively drain water under backfill pressure. Thickness: 0.4 inch. Compressive Strength: 15,000 lbf/sq. ft. (718 kPa), minimum; ASTM D 1621. Flow Rate: 21 g/min. per ft. (260 L/min. per m), minimum, at hydraulic gradient of 1.0 and compressive stress of 25 psi (172 kPa); ASTM D 4716. "J-Drain 420" by JDR Enterprises, Inc. 1-800-843-7569 or approved equal.

2.05 MORTAR AND GROUT MIXES

- A. Mortar for Unit Masonry: ASTM C 270, Proportion Specification.
1. Exterior, non-loadbearing masonry: Type N.
- B. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.

3.02 COURSING

- A. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- B. Brick Units:
1. Bond: Running.
 2. Coursing: Three units and three mortar joints to equal 8 inches (200 mm).
 3. Mortar Joints: Concave.

3.03 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Interlock intersections and external corners.
- C. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

3.04 WEEPS/CAVITY VENTS

- A. Install weeps in veneer walls at 24 inches (600 mm) on center horizontally above shelf angles and lintels.
- B. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.

3.05 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER

- A. Stud Back-Up: Secure veneer anchors to stud framed back-up and embed into masonry veneer at maximum 16 inches (400 mm) on center vertically and 24 inches (600 mm) on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 (200 mm) on center.

3.06 CONTROL AND EXPANSION JOINTS

- A. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions. Install control and expansion joints at interval recommended by manufacturer.

3.07 TOLERANCES

- A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch (1.6 mm).
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft (6 mm/3 m) and 1/2 inch in 20 ft (13 mm/6 m) or more.

3.08 CUTTING AND FITTING

- A. Cut and fit for pipes and conduit. Coordinate with other sections of work to provide correct size, shape, and location.

3.09 CLEANING

- A. Remove excess mortar and mortar smears as work progresses.
- B. Clean soiled surfaces with cleaning solution.

END OF SECTION

**SECTION 06 1000
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Non-structural dimension lumber framing.
- C. Rough opening framing for doors, windows, and roof openings.
- D. Sheathing.
- E. Roof-mounted curbs.
- F. Roofing nailers.
- G. Preservative treated wood materials.
- H. Miscellaneous framing and sheathing.
- I. Concealed wood blocking, nailers, and supports.
- J. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. AWPA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2010.
- B. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Wall Sheathing: APA PRP-108, Structural I Rated Sheathing, Exterior Exposure Class, and as follows:
 - 1. Span Rating: 24/0 (610/0).

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Stainless steel for preservative-treated wood locations, all others shall be galvanized, hot-dipped galvanized complying with ASTM A 153/A 153M, G180 coating designation.

2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
 - 1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft (4.0 kg/cu m) retention.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - 2. Preservative Pressure Treatment of Plywood Above Grade: AWPA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb/cu ft (4.0 kg/cu m) retention.
 - a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.

PART 3 EXECUTION

3.01 PREPARATION

- A. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.
- B. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AFPA Wood Frame Construction Manual.
- E. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- F. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.05 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

3.06 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.

3.07 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.

3.08 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
- B. Variation from Plane (Other than Floors): 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

3.09 CLEANING

- A. Waste Disposal:
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

**SECTION 07 4213
METAL WALL PANELS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured metal panels for walls and soffits, with related flashings and accessory components.

1.02 REFERENCE STANDARDS

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2009a.

1.03 DESIGN REQUIREMENTS

- A. Components: Design and size components to withstand dead and live loads caused by positive and negative wind pressure acting normal to plane of wall. Design pressure of 37 lb/sq ft (256 kPa).
- B. Maximum Allowable Deflection of Panel: 1/240 of span.
- C. Movement: Accommodate movement within system without damage to components or deterioration of seals, movement within system; movement between system and perimeter components when subject to seasonal temperature cycling; dynamic loading and release of loads; and deflection of structural support framing.

1.04 SUBMITTALS

- A. Shop Drawings: Indicate dimensions, layout, joints, construction details, methods of anchorage.
- B. Samples: Submit two samples of wall panel and soffit panel, 12 inch (305 mm) by 12 inch (305 mm) in size illustrating finish color, sheen, and texture.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Protect panels from accelerated weathering by removing or venting sheet plastic shipping wrap.
- B. Store prefinished material off ground and protected from weather. Prevent twisting, bending, or abrasion, and provide ventilation to stored materials. Slope metal sheets to ensure drainage.

1.07 WARRANTY

- A. Correct defective work within a five year period after Substantial Completion for degradation of panel finish, including color fading caused by exposure to weather.
- B. Correct defective Work within a five year period after Substantial Completion, including defects in water tightness and integrity of seals.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Centria ; Product Profile Series.
- B. Other Acceptable Manufacturers:
 - 1. Metal Sales Manufacturing Corporation: www.metalsales.us.com.
 - 2. AEP Span.
 - 3. BHP Steel Building Products USA, Inc.
 - 4. Custom Panel Industries, LLC
 - 5. Morin Corporation; a Metecno Group Company
 - 6. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MANUFACTURED METAL PANELS

- A. Wall Panel System: Preformed and prefinished metal panel system of vertical _____ profile; site assembled ; with subgirt framing assembly.
- B. Exterior Panel:
 - 1. Base metal: minimum 22 gage (0.8 mm) thick precoated steel sheet.
 - 2. Style-Rib profile ("Profile A").
 - 3. IW-13A profile ("Profile B").
 - 4. Color: As selected by Architect from manufacturer's full line, including choices containing mica pearlescent flakes. 40 choices minimum. One color will be selected for each profile, 3 colors total.
- C. Soffit Panel:
 - 1. Base metal: minimum 22 gage (0.8 mm) thick precoated steel sheet.
 - 2. 1/2" Econolap profile in 36" inch (915 mm) wide panels; lapped edges fitted with continuous gaskets.
 - 3. Color: As selected by Architect from manufacturer's full line, including choices containing mica pearlescent flakes. 40 choices minimum.
- D. Subgirts:
 - 1. Base metal: minimum 16 gage (1.291 mm) thick formed steel sheet.
 - 2. 1/2" profile; to attach panel system to building. Panels shall be installed exterior to an existing plywood siding to remain in place.
- E. Internal and External Corners: Same finish as exterior sheets; see drawings for profile to suit system; shop cut and factory mitered to required angles.
- F. Trim: Same material, thickness and finish as exterior sheets; brake formed to required profiles.
- G. Anchors: Galvanized steel.

2.03 MATERIALS

- A. Precoated Steel Sheet: Hot-dipped galvanized steel sheet, ASTM A 653/A 653M Structural Steel (SS) or Forming Steel (FS), with G90/Z275 coating; continuous coil-coated on exposed surfaces with specified finish coating and on panel back with specified panel back coating.
- B. Exterior Finish Coating: Panel manufacturer's polyvinylidene fluoride (PVF) top coat, over epoxy primer. MICA Two-Coat System: Manufacturer's two-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat containing mica pearlescent flakes with color coat containing not less than 70 percent polyvinylidene fluoride resin by weight, with a minimum total dry film thickness of 1.0 mil; complying with physical properties and coating performance requirements of AAMA 2605
- C. Panel Back Coating: Panel manufacturer's standard polyester wash coat.

2.04 ACCESSORIES

- A. Fasteners: Manufacturer's standard type to suit application; with soft neoprene washers, stainless steel. Exposed fasteners same finish as panel system.
- B. Field Touch-up Paint: As recommended by panel manufacturer.
- C. Sealants: As recommended by panel manufacturer.
- D. Bituminous Paint: Asphalt base.
- E. Building Wrap: Triple layer, spun bonded polypropylene, breathable membrane. Water vapor transmission of 212 perms per ASTM E96-95. "Vaproshield" or equal.
- F. Self-Adhered Waterproofing Membrane: Self-Adhesive HDPE Sheet Waterproofing: 1.5 mm (1/16 inch) thick, uniform, flexible sheets consisting of a pre-formed waterproof membrane combining a high performance, cross laminated, HDPE carrier film coated with a super tacky, rubberized asphalt compound. Tensile Strength, Film: 5000 psi (34.5 MPa) minimum; ASTM D 882. Lap Adhesion: 5 lbf/in. (880 N/m); ASTM D 1876, modified. "Bituthene 4000" by W.R. Grace & Co. or equal.

2.05 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest practicable lengths.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that building framing members are ready to receive panels.
- B. Verify that water-resistive barrier has been installed over substrate completely and correctly.

3.02 PREPARATION

- A. Install subgirts perpendicular to panel length, securely fastened to substrates and shimmed and leveled to uniform plane. Space at 24 inches on center, maximum (at 610 mm on center, maximum).

3.03 INSTALLATION

- A. Install panels on walls and soffits in accordance with manufacturer's instructions.
- B. Fasten panels to structural supports; aligned, level, and plumb.
- C. Locate joints over supports. Lap panel ends minimum 2 inches (50 mm).
- D. Seal and place gaskets to prevent weather penetration. Maintain neat appearance.
- E. Locate and space exposed fastenings in uniform vertical and horizontal alignment.
- F. Field cutting of metal wall panels by torch is not permitted.
- G. Install screw fasteners in predrilled holes.
- H. Building Wrap: Install building wrap shiplap fashion over all substrates to receive steel wall panels. Overlap horizontally a minimum of 6 inches. Maintain shiplap pattern around doorframes, and other penetrations as required to provide a continuous secondary water barrier behind steel wall panels.
- I. Self-Adhered Waterproofing Membrane: Install according to waterproof membrane manufacturer's written instructions.

3.04 TOLERANCES

- A. Maximum Offset From True Alignment Between Adjacent Members Butting or In Line: 1/8 inch (3 mm).
- B. Shim and align metal wall panel units within installed tolerance of 1/4 inch in 20 feet, nonaccumulative, on level, plumb, and location lines.

3.05 CLEANING

- A. Remove site cuttings from finish surfaces.
- B. Remove temporary protective coverings and strippable films, if any, as metal wall panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal wall panel installation, clean finished surfaces as recommended by metal wall panel manufacturer. Maintain in a clean condition during construction.
- C. After metal wall panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- D. After metal wall panel installation, repair surface scratches with manufacturer's touch-up paint. Final panels must be free from visible damage with no scratches through to bare metal.
- E. Replace metal wall panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 07 5300
ELASTOMERIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Elastomeric roofing membrane, fully adhered application.
- B. Insulation, flat and tapered.
- C. Vapor retarder.
- D. Deck sheathing.
- E. Flashings.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood nailers and curbs.

1.03 REFERENCE STANDARDS

- A. ASTM C 1396/C 1396M - Standard Specification for Gypsum Board; 2009a.
- B. ASTM D 4637 - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2008.
- C. FM DS 1-28 - Wind Design; Factory Mutual Research Corporation; 2007.
- D. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association; Fifth Edition, with interim updates.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers; review preparation and installation procedures and coordination and scheduling necessary for related work.

1.05 SUBMITTALS

- A. Product Data: Provide data indicating membrane materials, flashing materials and surfacing.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's instructions.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
- B. Store products in weather protected environment, clear of ground and moisture.

1.08 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather unless satisfactory weather tenting is provided.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

1.09 WARRANTY

- A. Correct defective Work within a two year period after Date of Substantial Completion.
- B. Provide 20 year manufacturer's material and labor warranty to cover failure to prevent penetration of water.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. EPDM Membrane Materials:
 - 1. Carlisle SynTec: www.carlisle-syntec.com.
 - 2. Coordinate products and system per details of stipulated manufacturer's warranty.

2.02 ROOFING - UNBALLASTED APPLICATIONS

- A. Elastomeric Membrane Roofing: One ply. 75 mil, reinforced membrane, fully adhered.
- B. Roofing Assembly Requirements:
 - 1. Insulation Thermal Value (R), minimum: 40 (forty); provide insulation of thickness required.
- C. Acceptable Insulation Types - Constant Thickness Application: Any of the types specified.
 - 1. Minimum 2 layers of polyisocyanurate, extruded polystyrene, or expanded polystyrene board.

2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS

- A. Membrane: Ethylene-propylene-diene-terpolymer (EPDM); internally reinforced with fabric or scrim.
 - 1. Thickness: 0.075 inch (1.9 mm).
 - 2. Tear Strength: 150 lbf/in (26.3 kN/m), measured in accordance with ASTM D 624.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane, as recommended by membrane manufacturer.
- D. Pressure-sensitive double-sided splice tape: As recommended by manufacturer.

2.04 COVER BOARD

- A. Cover Board: "Den's Deck" Water-resistant gypsum sheathing, fiberglass face, 1/2 inch (12.7 mm) thick. Or approved equal.

2.05 VAPOR RETARDER

- A. Polyethylene sheet: ASTM D-4397. 10-mils thick, minimum, with maximum permeance rating of 0.10 perm.
 - 1. Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.

2.06 ROOF DRAIN

- A. Insert Drain
 - 1. Basis of Desgn: RAC Insert Drain, vandal-resistant model, by Olympic Manufacturing Group, Agawam, MA.
 - a. 18" x 18" aluminum body.
 - b. 14" x 14" welded aluminum strainer.
 - c. Mechanical backflow seal.
 - d. Recessed clamping ring.
 - 2. Verify existing piping sizes prior to ordering.
 - 3. Install in accordance with manufacturer's instructions.

2.07 ACCESSORIES

- A. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.

1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers.
- B. Membrane Adhesive: As recommended by membrane manufacturer.
- C. Insulation Adhesive: As recommended by insulation manufacturer.
- D. Two-Piece Fascia System: 24-GA, pre-finished fascia cover, 12'-0" long, clipped over extruded aluminum anchor bar. "Anchor-Tite Standard Fascia" by Metal-Era, Inc. Waukesha, WI or approved equal.
- E. Expanding Foam Sealant: As recommended by insulation manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and blocking is in place.

3.02 WOOD DECK PREPARATION

- A. Verify flatness and tightness of joints of wood decking. Fill knot holes with latex filler.
- B. Confirm dry deck by moisture meter with 12 percent moisture maximum.

3.03 VAPOR RETARDER INSTALLATION

- A. Loosely lay polyethylene sheet vapor retarder in a single layer over area to receive vapor retarder.
- B. Lap sides and ends of each sheet a minimum of 2 inches and 6 inches respectively. Seal side and end laps with tape.
- C. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into membrane roofing system.

3.04 INSULATION - UNDER MEMBRANE

- A. Comply with membrane roofing system manufacturer's written instructions for installing roof insulation.
- B. Ensure vapor retarder is clean and dry, continuous, and ready for application of insulation.
- C. Attachment of Insulation:
 1. Mechanically fasten (screw) first layer of insulation to deck in accordance with roofing manufacturer's instructions .
 2. Embed second layer of insulation into full bed of adhesive in accordance with roofing and insulation manufacturers' instructions.
- D. Lay subsequent layers of insulation with joints staggered minimum 6 inch (150 mm) from joints of preceding layer.
- E. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof. Fill gaps exceeding 1/4 inch with insulation.
- F. Install tapered insulation under area of roofing to conform to slopes indicated.
- G. Do not apply more insulation than can be covered with membrane in same day. Insulation is not to be exposed to precipitation or left exposed at the end of the work day.

3.05 COVER BOARD INSTALLATION

- A. Install cover board with full contact adhesive to insulation below per manufacturer's recommendation and as required to resist uplift pressures.
- B. Install coverboards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches in each direction.

3.06 MEMBRANE APPLICATION

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Fully Adhered Application: Apply adhesive to substrate at rate per manufacturer's recommendations. Fully embed membrane in adhesive except in areas directly over or within 3 inches (75 mm) of expansion joints. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches (75 mm). Seal permanently waterproof. Test lap edges with probe to verify seam weld continuity. Apply uniform bead of sealant to joint edge.
- E. Apply roofing membrane with side laps shingled with slope of roof deck where possible.
- F. At intersections with vertical surfaces:
 - 1. Extend membrane up a minimum of 10 inches (250 mm) minimum onto vertical surfaces. Extend membrane up and over parapets.
 - 2. Fully adhere unreinforced membrane flashing over roofing membrane.
 - 3. Fully adhere membrane to mechanically-fastened splice tape at penetrations, terminations, and perimeter.
- G. Around roof penetrations, seal flanges and flashings with unreinforced membrane flashing.
- H. Coordinate installation of roof drains and sumps and related flashings.

3.07 FIELD QUALITY CONTROL

- A. See Section 01 400 - Quality Control, for general requirements for field quality control and inspection.

3.08 CLEANING

- A. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- B. Repair or replace defaced or damaged finishes caused by work of this section.

3.09 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

**SECTION 08 1113
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated steel doors and frames.
- B. Thermally insulated steel doors.

1.02 RELATED REQUIREMENTS

- A. Section 08 7100 - Door Hardware.

1.03 REFERENCE STANDARDS

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2003.
- B. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames; 2003.
- C. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 1998 (R2004).
- D. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2009a.
- E. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus; 2005.
- F. BHMA A156.115 - Hardware Preparation in Steel Doors and Steel Frames; 2006.
- G. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers; 2007.

1.04 SUBMITTALS

- A. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.
- B. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store in accordance with NAAMM HMMA 840.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Steel Doors and Frames:
 - 1. Assa Abloy Ceco, Curries, or Fleming: www.assaabloydss.com.
 - 2. Approved equal.

2.02 DOORS AND FRAMES

- A. Requirements for All Doors and Frames:
 - 1. Accessibility: Comply with ANSI/ICC A117.1.
 - 2. Door Top Closures: Flush with top of faces and edges.

3. Door Edge Profile: Beveled on both edges.
4. Door Texture: Smooth faces.
5. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Glazing to consist of two 3/16" tempered lites with air spacing. 3/4" total glazing unit thickness.
6. Hardware Preparation: In accordance with BHMA A156.115, with reinforcement welded in place, in addition to other requirements specified in door grade standard.
7. Galvanizing exterior doors and frames: All components hot-dipped zinc-iron alloy-coated (galvannealed), manufacturer's standard coating thickness.
8. Finish: Factory primed, for field finishing.

2.03 STEEL DOORS

- A. Exterior Doors:
 1. Grade: ANSI A250.8 Level 3, physical performance Level A, Model 2, seamless.
 2. Core: Polystyrene foam.
 3. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A 653/A 653M, with manufacturer's standard coating thickness.
 4. Insulating Value: U-value of 0.50, when tested in accordance with ASTM C 1363.
 5. Weatherstripping: Integral, recessed into door edge or frame.

2.04 STEEL FRAMES

- A. General:
 1. Comply with the requirements of grade specified for corresponding door.
 - a. ANSI A250.8 Level 1 Doors: 16 gage frames.
 2. Finish: Same as for door.
- B. Exterior Door Frames: Face welded, seamless with joints filled.
 1. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A 653/A 653M, with manufacturer's standard coating thickness.
 2. Weatherstripping: Integral, recessed into door edge or frame.

2.05 ACCESSORY MATERIALS

- A. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.
- B. Wall, Floor, and Head Anchors:
 1. Provide a minimum of three 0.042-inch thick metallic-coated "Z" shaped sheet metal jamb anchor clips welded in each jamb.
 2. Provide 0.042-inch thick metallic-coated "Z" shaped sheet metal head anchor clips welded in head at 36" o.c. minimum.
 3. Provide 0.067-inch thick minimum anchle shaped floor clips welded to jambs and punched for two 3/8-inch diameter bolts each.
 4. Provide adjustable length clip angles as required.

2.06 FINISH MATERIALS

- A. Primer: Rust-inhibiting, complying with ANSI A250.10 , door manufacturer's standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.

3.02 INSTALLATION

- A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.
- B. Coordinate frame anchor placement with wall construction.
- C. Coordinate installation of hardware.

3.03 ADJUSTING

- A. Adjust for smooth and balanced door movement.

END OF SECTION

SECTION 08 5610
VINYL WINDOWS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes fixed and operable vinyl-framed windows.

1.03 DEFINITIONS

- A. Performance class designations according to AAMA/WDMA 101/I.S.2/NAFS:
 - 1. C: Commercial.
- B. Performance grade number according to AAMA/WDMA 101/I.S.2/NAFS:
 - 1. Design pressure number in pounds force per square foot used to determine the structural test pressure and water test pressure.
- C. Structural Test Pressure: For uniform load structural test, is equivalent to 150 percent of the design pressure.
- D. Minimum Test Size: Smallest size permitted for performance class (gateway test size). Products must be tested at minimum test size or at a size larger than minimum test size to comply with requirements for performance class.

1.04 PERFORMANCE REQUIREMENTS

- A. General: Provide vinyl windows capable of complying with performance requirements indicated in Section 2.03 below, based on testing manufacturer's windows that are representative of those specified, and that are of test size indicated below:
 - 1. Size indicated on Drawings.
- B. Windborne-Debris Resistance: Provide glazed windows capable of resisting impact from windborne debris, based on the pass/fail criteria as determined from testing glazed windows identical to those specified, according to AAMA 506 and requirements of authorities having jurisdiction.

1.05 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, fabrication methods, dimensions of individual components and profiles, hardware, finishes, and operating instructions for each type of vinyl window indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other work, operational clearances, installation details, and the following:
 - 1. Mullion details, including reinforcement and stiffeners.
 - 2. Joinery details.
 - 3. Expansion provisions.
 - 4. Flashing and drainage details.
 - 5. Weather-stripping details.
 - 6. Glazing details.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
 - 1. Main Framing Member: 12-inch- long, full-size sections of window frame.
 - 2. Window Corner Fabrication: 12-by-12-inch- long, full-size window corner including full-size sections of window frame with factory-applied color finish, weather stripping, and glazing.
 - 3. Operable Window: Full-size unit with factory-applied finish.
 - 4. Weather Stripping: 12-inch- long sections.
- D. Product Schedule: For vinyl windows. Use same designations indicated on Drawings.

- E. Qualification Data: For Installer manufacturer and testing agency.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed within the last four years by a qualified testing agency for each type, class, grade, and size of vinyl window. Test results based on use of downsized test units will not be accepted.
- G. Maintenance Data: For operable window sash operating hardware weather stripping and finishes to include in maintenance manuals.
- H. Warranty: Special warranty specified in this Section.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: An installer acceptable to vinyl window manufacturer for installation of units required for this Project.
 - 1. Installer's responsibilities include providing professional engineering services needed to assume engineering responsibility.
 - 2. Engineering Responsibility: Preparation of data for vinyl windows, including engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Manufacturer Qualifications: A manufacturer capable of fabricating vinyl windows that meet or exceed performance requirements indicated and of documenting this performance by inclusion in lists and by labels, test reports, and calculations.
- C. Source Limitations: Obtain vinyl windows through one source from a single manufacturer.
- D. Product Options: Drawings indicate size, profiles, and dimensional requirements of vinyl windows and are based on the specific system indicated. Refer to Division 1 Section "Product Requirements." Do not modify size and dimensional requirements.
- E. Fenestration Standard: Comply with AAMA/WDMA 101/I.S.2/NAFS, "North American Fenestration Standard Voluntary Performance Specification for Windows, Skylights and Glass Doors," for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.
- F. Glazing Publications: Comply with published recommendations of glass manufacturers and with GANA's "Glazing Manual" unless more stringent requirements are indicated.
- G. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to vinyl windows including, but not limited to, the following:
 - 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review, discuss, and coordinate the interrelationship of vinyl windows with other exterior wall components. Include provisions for structural anchorage, glazing, flashing, weeping, sealants, and protection of finishes.
 - 3. Review and discuss the sequence of work required to construct a watertight and weathertight exterior building envelope.
 - 4. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

1.07 PROJECT CONDITIONS

- A. Field Measurements: Verify vinyl window openings by field measurements before fabrication and indicate measurements on Shop Drawings.

1.08 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace vinyl windows that fail in materials or workmanship within specified warranty period. Warranty shall cover all costs, and shall not be reduced as a percentage of warranty time period.
 - 1. Failures include, but are not limited to, the following:
 - a. Failure to meet performance requirements.

- b. Structural failures including excessive deflection, water leakage, air infiltration, or condensation.
 - c. Faulty operation of movable sash and hardware.
 - d. Deterioration of vinyl, other materials, and finishes beyond normal weathering.
 - e. Failure of insulating glass.
2. Warranty Period:
- a. Window: 10 years from date of Substantial Completion.
 - b. Glazing: 10 years from date of Substantial Completion.
 - c. Vinyl Finish: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Northern triple-glazed Vinyl Windows or a comparable product.

2.02 MATERIALS

- A. Vinyl Extrusions: Rigid (unplasticized) hollow PVC extrusions, formulated and extruded for exterior applications, complying with AAMA/WDMA 101/I.S.2/NAFS and the following:
- 1. PVC Resins: 100 percent virgin resin.
 - 2. PVC Formulation: High impact, low heat buildup, lead free, nonchalking, and color and UV stabilized.
 - 3. Extrusion Wall Thickness: Not less than 0.090 inch.
 - 4. Multichamber Extrusions: Profile designed with three chambers between interior and exterior faces of the extrusions.
- B. Vinyl Trim and Glazing Stops: Material and finish to match frame members.
- C. Fasteners: Stainless steel, epoxy adhesive, and other materials warranted by manufacturer to be noncorrosive and compatible with vinyl window members, cladding, trim, hardware, anchors, and other components.
- 1. Exposed Fasteners: Unless unavoidable for applying hardware, do not use exposed fasteners. For application of hardware, use fasteners that match finish of member or hardware being fastened, as appropriate.
- D. Anchors, Clips, and Accessories: Aluminum, nonmagnetic stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions; provide sufficient strength to withstand design pressure indicated.
- E. Reinforcing Members: Aluminum, or nonmagnetic stainless steel, or nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions; provide sufficient strength to withstand design pressure indicated.
- F. Compression-Type Weather Stripping: Provide compressible weather stripping designed for permanently resilient sealing under bumper or wiper action, and for complete concealment when vinyl window is closed.
- 1. Weather-Stripping Material: Manufacturer's standard system and materials complying with AAMA/WDMA 101/I.S.2/NAFS.

2.03 WINDOW

- A. Window Type: Casement, and Fixed, as indicated on Drawings.
- B. AAMA/WDMA Performance Requirements: Provide vinyl windows of performance indicated that comply with AAMA/WDMA 101/I.S.2/NAFS unless more stringent performance requirements are indicated.
- C. Condensation-Resistance Factor (CRF): Provide vinyl windows tested for thermal performance according to AAMA 1503, showing a CRF of 65.

- D. Thermal Transmittance: Provide vinyl windows with a whole-window, U-factor maximum indicated at 15-mph exterior wind velocity and winter condition temperatures when tested according to AAMA 1503.
 - 1. U-Factor: 0.15 Btu/sq. ft. x h x deg F for fixed units and 0.18 Btu/sq. ft. x h x deg F for operable casement units.
- E. Water Resistance: No water leakage as defined in AAMA/WDMA referenced test methods at a water test pressure equaling that indicated, when tested according to AAMA/WDMA 101/I.S.2/NAFS, Water Resistance Test.
 - 1. Test Pressure: 20 percent of positive design pressure, but not more than 15 lbf/sq. ft..
- F. Operating Force and Auxiliary (Durability) Tests: Comply with AAMA/WDMA 101/I.S.2/NAFS for operating window types indicated.

2.04 GLAZING

- A. Glass: Clear, triple-glazed insulating-glass units, argon gas filled, with low-E pyrolytic coatings.
 - 1. Overall glazing thickness: 35 mm.
 - 2. Interspace content: Argon.
 - 3. Outdoor lite: Class 1 clear float glass, 4 mm minimum thickness.
 - a. Clear annealed.
 - b. Solar Control Low-E Coating: sputtered on second surface.
 - c. Basis of Design Product: Cardinal 270.
 - 4. Inner lite: Class 1 clear float glass, 4 mm minimum thickness.
 - 5. Indoor lite: Class 1 clear float galss, 4 mm minimum thickness.
 - a. Clear annealed.
 - b. Solar Control Low-E Coating: sputtered on fifth surface.
 - c. Basis of Design Product: Cardinal 270.
 - 6. Visible Light Transmittance: 50 percent maximum.
 - 7. Winter Nighttime U-Factor: 0.15 maximum.
 - 8. Summer Daytime U-Factor: 0.16 maximum.
 - 9. Solar Heat Gain Coefficient: 0.25 maximum.
 - 10. Outdoor Visible Light Reflectance: 15 percent maximum.
- B. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.
- C. Provide tempered glazing where required by code or industry safety standards for structural loads and dimensions indicated, and as indicated on architectural drawings for damage resistance.

2.05 HARDWARE

- A. General: Provide manufacturer's standard hardware fabricated from stainless steel complying with AAMA 907, or other corrosion-resistant material compatible with vinyl; designed to smoothly operate, tightly close, and securely lock vinyl windows, and sized to accommodate sash or ventilator weight and dimensions. Do not use aluminum in frictional contact with other metals. Where exposed, provide nonmagnetic stainless steel.
- B. Gear-Type Rotary Operators: Comply with AAMA 901 when tested according to ASTM E 405, Method A.
- C. Screens: Manufacturer's standard window screen and frame.

2.06 FABRICATION

- A. Fabricate vinyl windows in sizes indicated. Include a complete system for assembling components and anchoring windows.
 - 1. Welded Frame and Sash/Ventilator Corners: Miter-cut and fusion welded.
 - 2. Intregal nailing flange.
- B. Fabricate vinyl windows that are reglazable without dismantling sash or ventilator framing.

- C. Weather Stripping: Provide full-perimeter weather stripping for each operable sash and ventilator, unless otherwise indicated.
- D. Factory-Glazed Fabrication: Except for light sizes in excess of 100 united inches, glaze vinyl windows in the factory where practical and possible for applications indicated. Comply with AAMA/WDMA 101/I.S.2/NAFS.
- E. Glazing Stops: Provide nailed or snap-on glazing stops coordinated with glazing system indicated. Provide glazing stops to match sash and ventilator frames.
- F. Hardware: Mount hardware through double walls of vinyl extrusions or provide corrosion-resistant steel reinforcement complying with requirements for reinforcing members, or do both.
- G. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation. Allow for scribing, trimming, and fitting at Project site.

2.07 ACCESSORIES

- A. Provide integral, heat-welded attachment flange at window perimeter using welded miter corners.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Verify rough opening dimensions, levelness of sill plate, and operational clearances. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure a coordinated, weathertight window installation.
 1. Wood Frame Walls: Dry, clean, sound, well nailed, free of voids, and without offsets at joints. Ensure that nail heads are driven flush with surfaces in opening and within 3 inches of opening.
 2. Metal Surfaces: Dry; clean; free of grease, oil, dirt, rust, corrosion, and welding slag; without sharp edges or offsets at joints.
 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components.
- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.03 ADJUSTING, CLEANING, AND PROTECTION

- A. Adjust operating sashes and ventilators, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.
- B. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- C. Clean factory-glazed glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.
- D. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- E. Protect window surfaces from contact with contaminating substances resulting from construction operations. In addition, monitor window surfaces adjacent to exterior concrete and

masonry surfaces during construction for presence of dirt, scum, alkaline deposits, stains, or other contaminants. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written recommendations.

END OF SECTION

**SECTION 08 7100
DOOR HARDWARE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for insulated steel doors.
- B. Thresholds.
- C. Weatherstripping, seals and door gaskets.

1.02 RELATED REQUIREMENTS

- A. Section 08 1113 - Hollow Metal Doors and Frames.

1.03 REFERENCE STANDARDS

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 2003.
- B. BHMA A156.1 - American National Standard for Butts and Hinges; Builders Hardware Manufacturers Association, Inc.; 2006 (ANSI/BHMA A156.1).
- C. BHMA A156.2 - American National Standard for Bored and Preassembled Locks & Latches; Builders Hardware Manufacturers Association; 2003 (ANSI/BHMA A156.2).
- D. BHMA A156.4 - American National Standard for Door Controls - Closers; Builders Hardware Manufacturers Association, Inc.; 2000 (ANSI/BHMA A156.4).
- E. BHMA A156.7 - American National Standard for Template Hinge Dimensions; Builders Hardware Manufacturers Association; 2003 (ANSI/BHMA A156.7).
- F. BHMA A156.8 - American National Standard for Door Controls - Overhead Stops and Holders; Builders Hardware Manufacturers Association, Inc.; 2005 (ANSI/BHMA A156.8).
- G. BHMA A156.18 - American National Standard for Materials and Finishes; Builders Hardware Manufacturers Association, Inc.; 2006 (ANSI/BHMA A156.18).
- H. BHMA A156.22 - American National Standard for Door Gasketing and Edge Seal Systems, Builders Hardware Manufacturers Association; 2005 (ANSI/BHMA A156.22).
- I. DHI (LOCS) - Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames; Door and Hardware Institute; 2004.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the manufacture, fabrication, and installation of products onto which door hardware will be installed.
- B. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.
- C. Convey Owner's keying requirements to manufacturers.

1.05 SUBMITTALS

- A. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project.
- B. Hardware Schedule: Detailed listing of each item of hardware to be installed on each door. Use door numbering scheme as included in the Contract Documents.
- C. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
- D. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.
- E. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

- F. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.
 - 1. Tools: One set of all special wrenches or tools applicable to each different or special hardware component, whether supplied by the hardware component manufacturer or not.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Hardware Supplier Qualifications: Company specializing in supplying commercial door hardware with 10 years of experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.

PART 2 PRODUCTS

2.01 DOOR HARDWARE - GENERAL

- A. Provide all hardware specified or required to make doors fully functional, compliant with applicable codes, and secure to the extent indicated.
- B. Provide all items of a single type of the same model by the same manufacturer.
- C. Provide products that comply with the following:
 - 1. Applicable provisions of federal, state, and local codes.
 - 2. ANSI/ICC A117.1, American National Standard for Accessible and Usable Buildings and Facilities.
- D. Finishes: Identified in schedule.
- E. Finishes: All door hardware the same finish unless otherwise indicated.
 - 1. Primary Finish: Satin chrome plated over nickel on brass or bronze, 626 (approx US26D).
 - 2. Finish Definitions: BHMA A156.18.
 - 3. Exceptions:
 - a. Where base metal is specified to be different, provide finish that is an appearance equivalent according to BHMA A156.18.

2.02 HINGES

- A. Hinges: Provide hinges on every swinging door.
 - 1. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
 - 2. Provide ball-bearing hinges at all doors having closers.
 - 3. Provide hinges in the quantities indicated.
 - 4. Provide non-removable pins on exterior outswinging doors.
- B. Butt Hinges: Comply with BHMA A156.1 and A156.7; heavy weight, unless otherwise indicated.
- C. Manufacturers - Butt Hinges:
 - 1. Stanley Hardware: www.stanleyworks.com. (Basis of Design)
 - 2. McKinney.
 - 3. Approved equal.

2.03 LOCKS AND LATCHES

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
 - 1. Hardware Sets indicate locking functions required for each door.
 - 2. If no hardware set is indicated for a swinging door provide an office lockset.
 - 3. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.
 - 4. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.

- B. Lock Cylinders: Manufacturer's standard tumbler type, six-pin standard core.
 1. Provide cams and/or tailpieces as required for locking devices required.
- C. Keying: Grand master keyed.
 1. Supply keys in the following quantities:
 - a. 4 master keys.
 - b. 2 grand master keys.
 - c. 4 control keys and 4 extra cylinder cores.
 - d. 4 change keys for each lock.

2.04 CYLINDRICAL LOCKSETS

- A. Locking Functions: As defined in BHMA A156.2, and as per schedule.
- B. Manufacturers - Cylindrical Locksets:
 1. Best Access Systems, division of Stanley Security Solutions: www.bestlock.com. (Basis of Design)
 2. No substitution.

2.05 CLOSERS

- A. Closers: Complying with BHMA A156.4.
 1. Provide surface-mounted, door-mounted closers unless otherwise indicated.
 2. Provide a door closer on every exterior door.
 3. At outswinging exterior doors, mount closer in inside of door.
- B. Manufacturers:
 1. Norton.
 2. Approved equal.

2.06 STOPS AND HOLDERS

- A. Stops: Complying with BHMA A156.8; provide a stop for every swinging door, unless otherwise indicated.
 1. Provide overhead stop, unless otherwise indicated.
 2. Stop is not required if positive stop feature is specified for door closer; positive stop feature of door closer is not an acceptable substitute for a stop unless specifically so stated.
- B. Manufacturers - Overhead Holders/Stops:
 1. Trimco.
 2. Approved equal.

2.07 GASKETING AND THRESHOLDS

- A. Gaskets: Complying with BHMA A156.22.
 1. On each exterior door, provide weatherstripping gaskets; top, and sides.
 2. On each exterior door, provide door bottom sweep.
- B. Thresholds:
 1. At each exterior door, provide a threshold.
 2. Field cut threshold to frame for tight fit.
- C. Fasteners At Exterior Locations: Non-corroding.
- D. Manufacturers:
 1. National Guard Products, Inc: www.ngpinc.com.
 2. Pemko Manufacturing Co: www.pemko.com. (Basis of Design)
 3. Or approved equal.

2.08 PROTECTION PLATES AND ARCHITECTURAL TRIM

- A. Protection Plates:
 1. Kickplate: Provide on push side of every door with closer, except where armor plate is scheduled.
- B. Manufacturers - Protection Plates and Architectural Trim:

1. Hager Companies: www.hagerco.com.
2. Triangle Brass Manufacturing Co., Inc: www.trimcobbw.com. (Basis of Design)
3. Or approved equal.

2.09 KEY CONTROLS

- A. Key Management System: For each keyed lock on project, provide one set of consecutively numbered duplicate key tags with hanging hole and snap catch.
 1. Security Key Tags: For each keyed lock on project, provide one set of matching key tags for permanent attachment to one key of each set.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive work and dimensions are as indicated on shop drawings.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Do not install surface mounted items until finishes applied to substrate are complete.
- D. Mounting heights for hardware from finished floor to center line of hardware item:
 1. For steel doors and frames: Comply with DHI "Recommended Locations for Architectural Hardware for Steel Doors and Frames."
 2. Locksets: Center line of strike 40 5/16 inch.

3.03 ADJUSTING

- A. Adjust work under provisions of Section 01 7000.
- B. Adjust hardware for smooth operation.
- C. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.04 CLEANING

- A. Clean adjacent surfaces soiled by hardware installation. Clean finished hardware per manufacturer's instructions after final adjustments has been made. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.05 PROTECTION

- A. Protect finished Work under provisions of Section 01 7000.
- B. Do not permit adjacent work to damage hardware or finish.

3.06 SCHEDULE

A.	Hardware Set 1	<u>Part Number</u>	<u>Finish</u>
	1. 3 Butt Hinges	TA786- 4.5 x 4.5	652
	2. 1 Lockset	45H 7AT 3H 626	626
	3. 1 Closer	PR7500	689
	4. 1 Overhead Stop/Holder	9014	626
	5. 1 Armor Plate	34" x 2LDW	630
	6. 1 Edge Guard	KE36-1 x 34"	630
	7. 1 Set Gasketing	105	Brown
	8. 1 Door Sweep	673 A	AL
	9. 1 Drip Cap	16A	AL
	10. 1 Threshold	659	AL
B.	Hardware Set 2		
	1. 3 Butt Hinges	TA786- 4.5 x 4.5	652
	2. 1 Lockset	45H 7AT 3H 626	626
	3. 1 Closer	PR7500	689

4.	1 Overhead Stop/Holder	9014	626
5.	1 Kick Plate	12" x 2LDW	630
6.	1 Set Gasketing	105	Brown
7.	1 Door Sweep	673 A	AL
8.	1 Drip Cap	16A	AL
9.	1 Threshold	659	AL

END OF SECTION



CONSTRUCTION DOCUMENTS

AUKE BAY FIRE STATION EXTERIOR UPGRADE

MARCH 26, 2012

FOR THE CITY AND BOROUGH OF JUNEAU

CBJ Engineering, 155 S. Seward St., Juneau, AK 99801 907-586-0800

CBJ CONTRACT # E12-094

MRV ARCHITECTS

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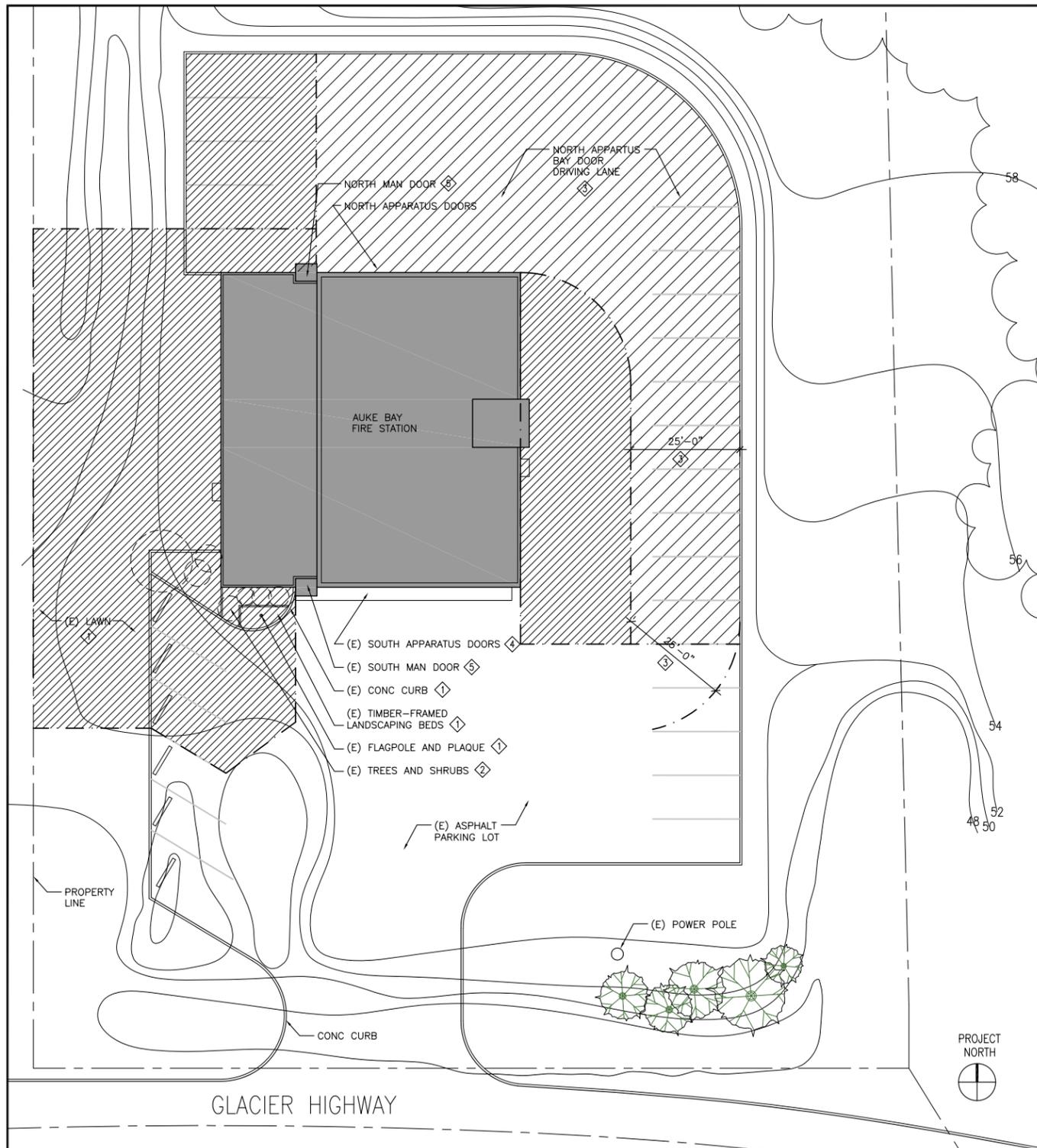
MRV # 1115

CONSTRUCTION DOCUMENTS
**AUKE BAY FIRE STATION
EXTERIOR UPGRADE**
CITY AND BOROUGH OF JUNEAU
CBJ CONTRACT # E12-094

SHEET TITLE:
**SITE AND
REFERENCE**

DATE: MARCH 26, 2012
SCALE: AS NOTED
DRAWN: CW
CHECKED: PV

SHEET NO.
A100



NOTES KEY

- ① MAINTAIN (E) SITE AND LANDSCAPING FEATURES. REPLACE/RESTORE IF DAMAGED DURING CONSTRUCTION ACTIVITIES.
- ② TREES AND SHRUBS TO BE REMOVED BY CBJ PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- ③ IF SOUTH APPARATUS BAY DOORS ARE BLOCKED, MAINTAIN 25' MIN DRIVING LANE AS SHOWN. CLEARLY MARK PARKING STALLS TO BE USED AS DRIVING LANE WITH "NO PARKING" SIGNS. INSTALL 6" HIGH CHAINLINK FENCE TO DELINEATE DRIVING LANE AS SHOWN.
- ④ SOUTH APPARATUS BAY DOORS MAY BE BLOCKED ONLY ON A TEMPORARY BASIS. IF DOORS ON SOUTH ELEVATION ARE BLOCKED, NORTH APPARATUS BAY DOORS MUST REMAIN CLEAR OF OBSTRUCTION.
- ⑤ MAN DOORS MAY BE BLOCKED ONLY ON A TEMPORARY BASIS. IF DOORS ON ONE ELEVATION ARE BLOCKED, DOORS ON OPPOSITE ELEVATION MUST REMAIN CLEAR OF OBSTRUCTION.
- ⑥ 8 PARKING SPOTS MUST REMAIN OPEN FOR FIRE DEPARTMENT USE AT ALL TIMES.
- ⑦ CLEAR DRIVING AREAS CLEAN DAILY. SWEEP DRIVING LANES WITH MAGNETS TO REMOVE ALL METAL DEBRIS AT END OF EACH WORKING DAY.
- ⑧ COORDINATED WORK ON A DAY-TO-DAY BASIS WITH THE ON-DUTY FIRE DEPARTMENT CAPTAIN. SEE SPECIFICATIONS.

1 **DETAIL**
Scale: 1/32" = 1'-0"

0' 8' 24'

ARCHITECT

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SHEET INDEX

- A100 SITE & REFERENCE
- A101 DEMO ROOF PLAN
- A102 DEMO ELEVATIONS (SOUTH, EAST)
- A103 DEMO ELEVATIONS (NORTH, WEST)
- A201 ROOF PLAN
- A202 ELEVATIONS (SOUTH, EAST)
- A203 ELEVATIONS (NORTH, WEST)
- A204 BUILDING SECTIONS
- A301 DETAILS
- A302 DETAILS
- A303 DETAILS

DRAWING LEGEND

- BUILDING SECTION: 1/A301 (SECTION NUMBER, SHEET NUMBER)
- OVERALL EXTERIOR ELEVATION: 1/A301 (ELEVATION NUMBER, SHEET NUMBER)
- DETAIL REFERENCE: 1/A700 (DETAIL NUMBER, SHEET NUMBER)
- GRID LINE: F

ABBREVIATIONS

- Ⓞ AT
- BLKG BLOCKING
- CONC CONCRETE
- CONT CONTINUOUS
- DEMO DEMOLITION, DEMOLISH
- ⌀ DIAMETER
- (E) EXISTING
- EPDM ETHYLENE PROPYLENE DIENE MONOMER
- EPS EXPANDED POLYSTYRENE
- EXP EXPANSION
- FBGLS FIBERGLASS
- FRMG FRAMING
- GA GAUGE
- GALV GALVANIZED
- HORIZ HORIZONTAL
- GWB GYPSUM WALL BOARD
- HT HEIGHT
- INSUL INSULATION
- MAX MAXIMUM
- MTL METAL
- MIN MINIMUM
- MISC MISCELLANEOUS
- O.C. ON CENTER
- OSB ORIENTED STRAND BOARD
- PLWD PLYWOOD
- POLY POLYETHYLENE
- P.T. PRESSURE TREATED
- PREFIN PREFINISHED
- REQ'D REQUIRED
- R.O. ROUGH OPENING
- SS STAINLESS STEEL
- TYP TYPICAL
- VTR VENT THROUGH ROOF



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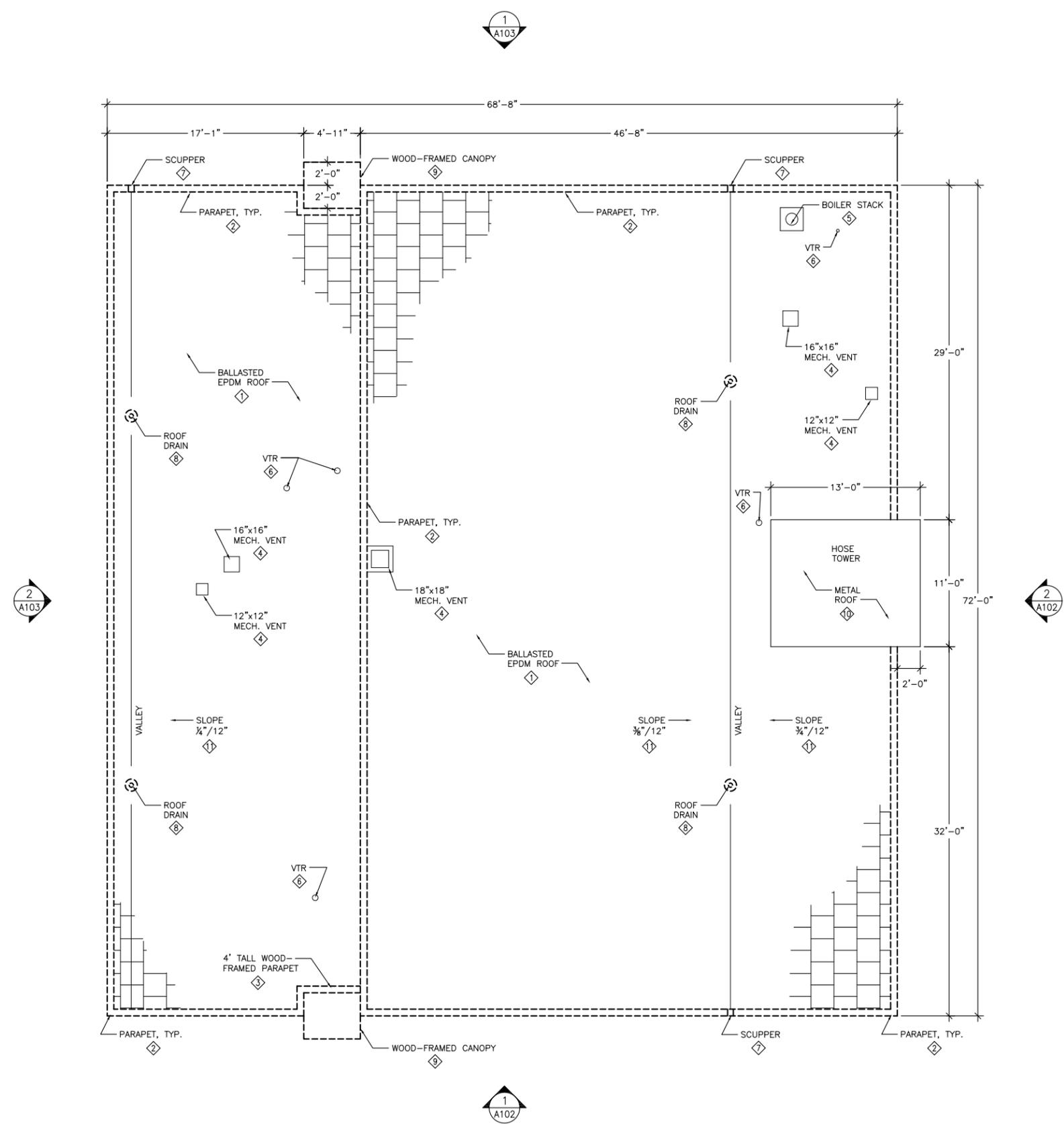
CONSTRUCTION DOCUMENTS
**AUKE BAY FIRE STATION
EXTERIOR UPGRADE**

CITY AND BOROUGH OF JUNEAU
MRV # 1115
CBJ CONTRACT # E12-094

SHEET TITLE:
**DEMO
ROOF PLAN**

DATE: MARCH 26, 2012
SCALE: AS NOTED
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SHEET NO.
A101

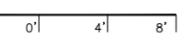


NOTES KEY

- 1 BY ABATEMENT CONTRACTOR: REMOVE EXISTING ACM ROOFING TO STRUCTURAL PLYWOOD DECKING. SEE 1/A301 FOR EXISTING CONDITIONS.
- 2 REMOVE METAL FLASHING AND MEMBRANE OVER PARAPET. SEE 1/A301.
- 3 CUT WOOD-FRAMED PARAPET DOWN TO HEIGHT OF ADJACENT PARAPETS. CAP WITH CONTINUOUS 2X BLOCKING AND PREPARE FOR TYPICAL PARAPET CONSTRUCTION.
- 4 REMOVE METAL VENTILATOR CAP AND RETAIN FOR REINSTALLATION. REMOVE WOOD CURB TO STRUCTURAL DECK.
- 5 REMOVE ASPHALT AND FLASHINGS FROM METAL BOILER STACK AND PREPARE TO RECEIVE NEW MEMBRANE ROOFING. REMOVE WOOD CURB TO STRUCTURAL DECK.
- 6 REMOVE METAL AND ASPHALT FLASHINGS FROM ALL PLUMBING VENTS. CLEAN METAL PIPE AND PREPARE TO RECEIVE NEW MEMBRANE ROOFING.
- 7 REMOVE SCUPPER, SEE 2/A301.
- 8 AT ALL ROOF DRAINS, REMOVE STRAINER, CLAMPING RING AND ASPHALT FLASHINGS.
- 9 REMOVE WOOD-FRAMED CANOPY. PREPARE FOR RECONSTRUCTION OF CANOPY, SEE NEW WORK.
- 10 ALTERNATE 1: REMOVE METAL ROOF AND FLASHING DOWN TO STRUCTURAL WOOD DECK
- 11 EXISTING STRUCTURAL DECK SLOPES AS INDICATED.

BY ABATEMENT CONTRACTOR: VACUUM ROOF DECK WITH HEPA VAC AFTER REMOVAL OF ALL DEMO ITEMS. CLEAR DECK OF ALL DEBRIS.

1 DEMO ROOF PLAN
Scale: 3/32" = 1'-0"





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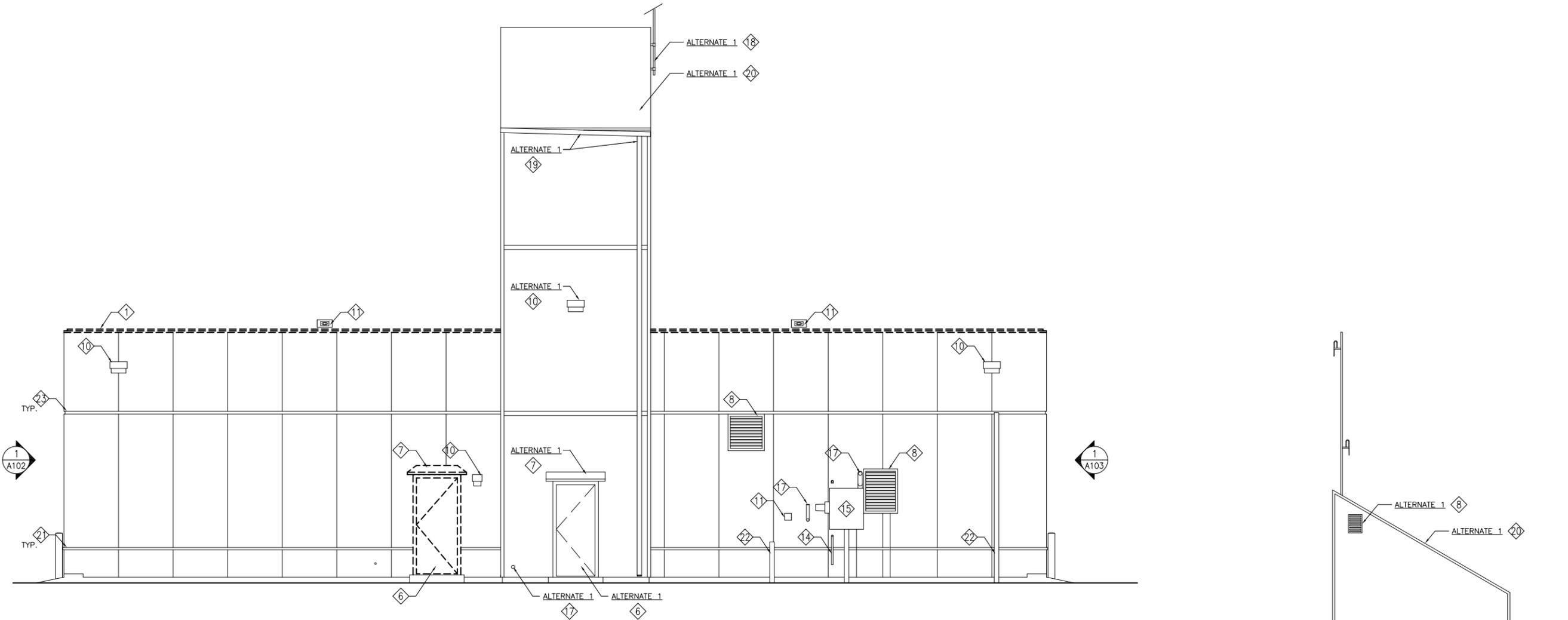
CONSTRUCTION DOCUMENTS
**AUKE BAY FIRE STATION
EXTERIOR UPGRADE**

CITY AND BOROUGH OF JUNEAU
MRV # 1115
CBJ CONTRACT # E12-094

SHEET TITLE:
**DEMO
ELEVATIONS
SOUTH, EAST**

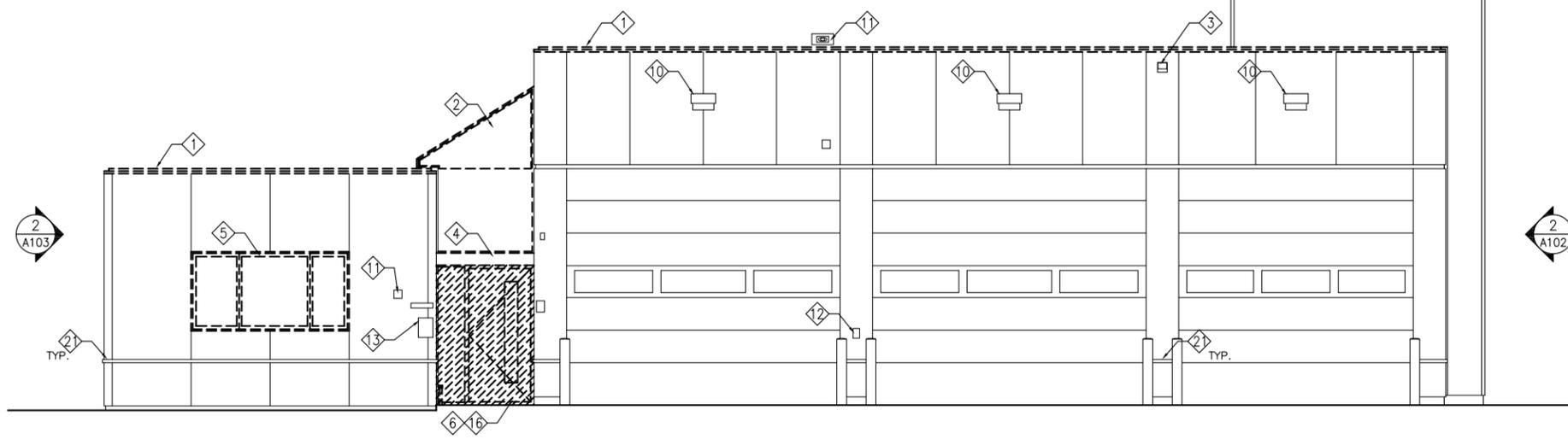
DATE: MARCH 26, 2012
SCALE: AS NOTED
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SHEET NO.
A102



2 DEMO EAST ELEVATION
Scale: 1/8" = 1'-0"

- NOTES KEY**
- ◇ GENERAL: REMOVE ALL MISC. EQUIPMENT, FLASHING, SIGNAGE AND OTHER ITEMS NOT REQUIRED IN NEW WORK. PREPARE WOOD SIDING FOR NEW WORK.
 - ◇ REMOVE METAL FLASHING AND MEMBRANE OVER PARAPET. SEE 1/A301.
 - ◇ REMOVE WOOD-FRAMED PARAPET DOWN TO STRUCTURAL DECK. REPAIR DECK AS REQUIRED FOR NEW ROOFING.
 - ◇ REMOVE SCUPPER, SEE 2/A301.
 - ◇ REMOVE WOOD-FRAMED CANOPY. PREPARE FOR RECONSTRUCTION OF CANOPY, SEE NEW WORK.
 - ◇ REMOVE WINDOWS
 - ◇ REMOVE METAL DOOR AND FRAME
 - ◇ REMOVE METAL CANOPY
 - ◇ REMOVE METAL LOUVER AND RETAIN FOR REINSTALLATION. PREP FOR NEW PAINT.
 - ◇ NOT USED.
 - ◇ LIGHTS. REMOVE, PREPARE FOR NEW WORK.
 - ◇ LOW-VOLTAGE ELECTRICAL EQUIPMENT. REMOVE AND RETAIN FOR REINSTALLATION.
 - ◇ POWER OUTLET TO REMAIN.
 - ◇ TELEPHONE EQUIPMENT. REMOVE AND RETAIN FOR REINSTALLATION.
 - ◇ CONDUIT. REMOVE AND RETAIN FOR REINSTALLATION. EXTEND THROUGH-WALL PORTIONS OF CONDUIT AS REQUIRED BY NEW SIDING.
 - ◇ CT ENCLOSURE AND METER BASE. REMOVE.
 - ◇ REMOVE WOOD-FRAMED WALL AND FINISHES AS REQUIRED FOR INSTALLATION OF NEW, SMALLER DOOR WITH REVERSED SWING. SEE NEW WORK.
 - ◇ CAP UNUSED PIPE OR CONDUIT BELOW LEVEL OF NEW FINISHES.
 - ◇ ANTENNA. REMOVE AND RETAIN FOR REINSTALLATION
 - ◇ GUTTER AND DOWNSPOUT. REMOVE.
 - ◇ REMOVE METAL ROOF AND FLASHING DOWN TO STRUCTURAL WOOD DECK.
 - ◇ 1" HIGH X 1 1/4" FIR TRIM BAND. REMOVE OR PLANE DOWN AS REQ'D BY NEW WALL FINISHES.
 - ◇ PIPE TO BURIED OIL TANK. PREP FOR NEW PAINT.
 - ◇ REMOVE METAL FLASHING AT TRIM BAND.



1 DEMO SOUTH ELEVATION
Scale: 1/8" = 1'-0"



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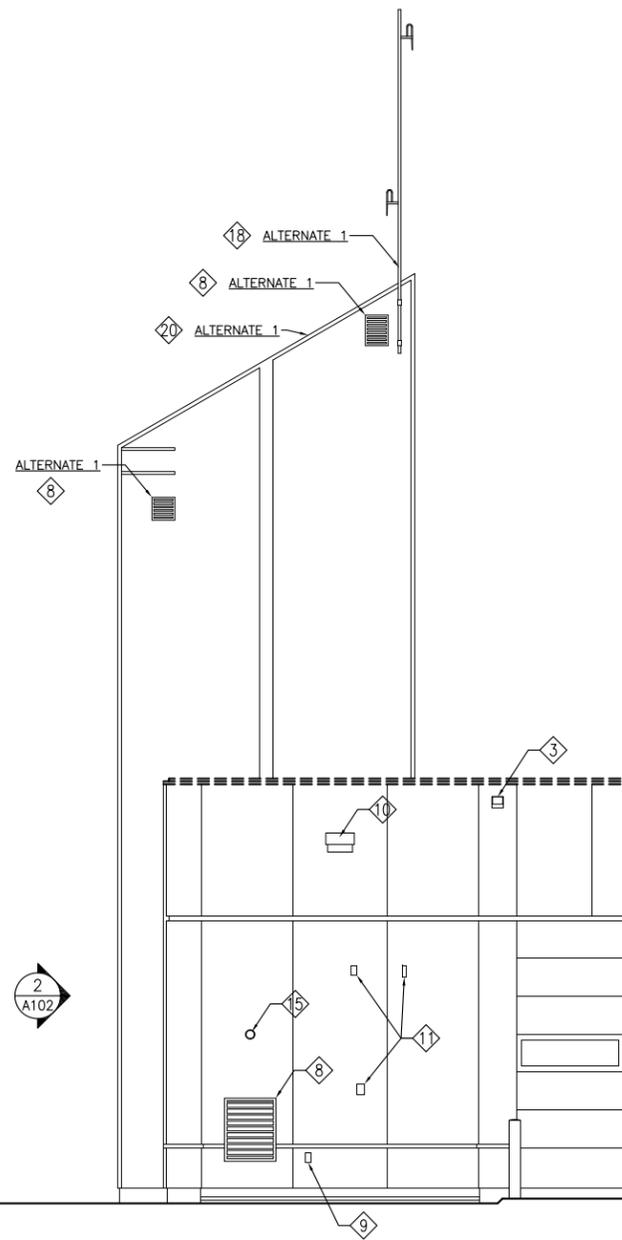
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MRV # 1115
CBJ CONTRACT # E12-094

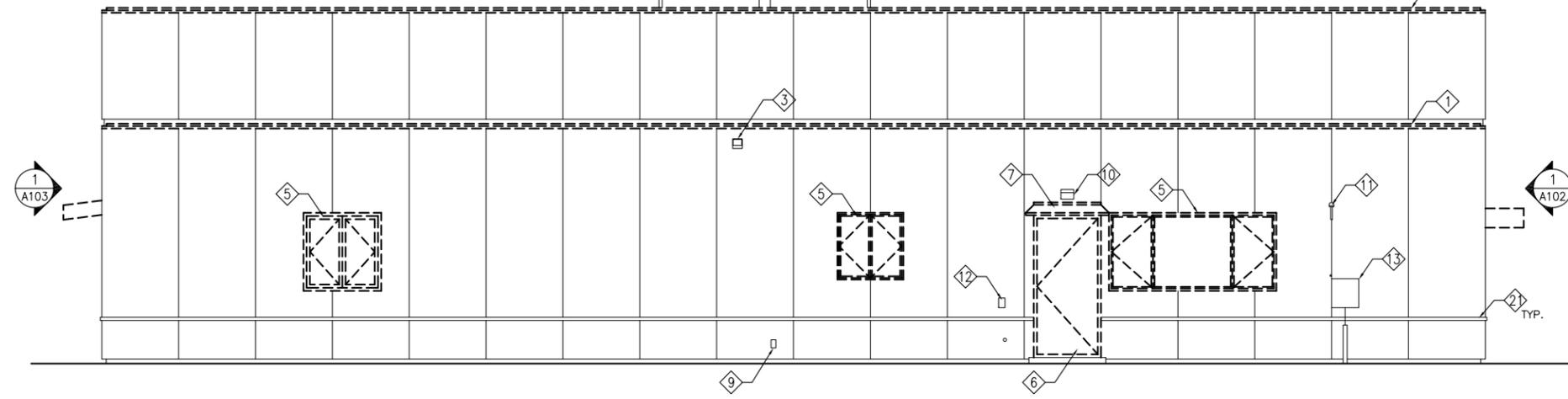
SHEET TITLE:
**DEMO
ELEVATIONS
NORTH, WEST**

DATE: MARCH 26, 2012
SCALE: AS NOTED
DRAWN: CW
CHECKED: PV

SHEET NO.
A103



1 DEMO NORTH ELEVATION
Scale: 1/8" = 1'-0"



2 DEMO WEST ELEVATION
Scale: 1/8" = 1'-0"

NOTES KEY

- GENERAL: REMOVE ALL MISC. EQUIPMENT, FLASHING, SIGNAGE AND OTHER ITEMS NOT REQUIRED IN NEW WORK. PREPARE WOOD SIDING FOR NEW WORK.
- 1 REMOVE METAL FLASHING AND MEMBRANE OVER PARAPET. SEE 1/A301.
 - 2 REMOVE WOOD-FRAMED PARAPET DOWN TO STRUCTURAL DECK. REPAIR DECK AS REQUIRED FOR NEW ROOFING.
 - 3 REMOVE SCUPPER, SEE 2/A301.
 - 4 REMOVE WOOD-FRAMED CANOPY. PREPARE FOR RECONSTRUCTION OF CANOPY, SEE NEW WORK.
 - 5 REMOVE WINDOWS
 - 6 REMOVE METAL DOOR AND FRAME
 - 7 REMOVE METAL CANOPY
 - 8 REMOVE METAL LOUVER AND RETAIN FOR REINSTALLATION.
 - 9 HOSE BIBB. REMOVE ESCUTCHON AND PREPARE FOR NEW SIDING.
 - 10 LIGHTS. REMOVE, PREPARE FOR NEW WORK.
 - 11 LOW-VOLTAGE ELECTRICAL EQUIPMENT. REMOVE AND RETAIN FOR REINSTALLATION.
 - 12 POWER OUTLET TO REMAIN.
 - 13 TELEPHONE EQUIPMENT. REMOVE AND RETAIN FOR REINSTALLATION.
 - 14 NOT USED.
 - 15 STEEL GENERATOR EXHAUST TO REMAIN. CUT OFF CLEANLY, WELD EXTENSION AS REQ'D BY NEW SIDING.
 - 16 NOT USED.
 - 17 NOT USED.
 - 18 ANTENNA. REMOVE AND RETAIN FOR REINSTALLATION
 - 19 NOT USED.
 - 20 REMOVE METAL ROOF AND FLASHING DOWN TO STRUCTURAL WOOD DECK.
 - 21 1" HIGH X 1/4" FIR TRIM BAND. REMOVE OR PLANE DOWN AS REQ'D BY NEW WALL FINISHES.



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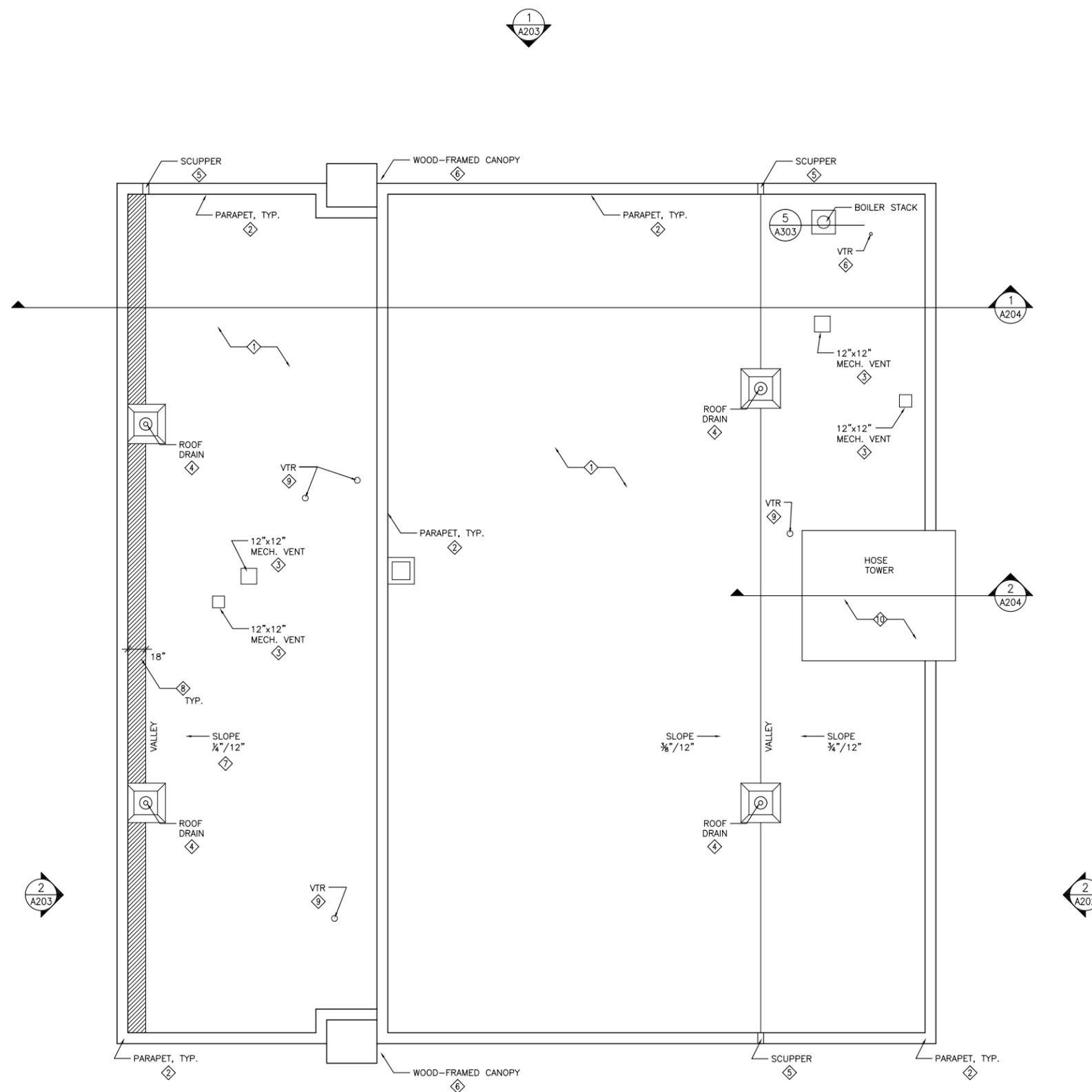
CONSTRUCTION DOCUMENTS
**AUKE BAY FIRE STATION
EXTERIOR UPGRADE**

CITY AND BOROUGH OF JUNEAU
MRV # 1115
CBJ CONTRACT # E12-094

SHEET TITLE:
ROOF PLAN

DATE: MARCH 26, 2012
SCALE: AS NOTED
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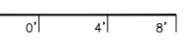
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A201



NOTES KEY

- ① INSTALL MEMBRANE ROOF WITH RIGID INSULATION AND REQUIRED ACCESSORIES.
- ② CONSTRUCT NEW PARAPET, SEE 3/A301.
- ③ INSTALL RETAINED METAL VENTILATOR CAP OVER NEW WOOD-FRAMED CURB. RECONNECT (E) DUCTING. SEE 8/A303.
- ④ AT ALL EXISTING ROOF DRAINS, CLEAN EXISTING BOWL AND PIPING. INSTALL NEW ROOF DRAIN. SEE 6 & 7/A303.
- ⑤ RECONSTRUCT SCUPPER, SEE 4/A301.
- ⑥ RECONSTRUCT WOOD-FRAMED CANOPY. 2X10 FRAMING AT 16" O.C. WITH METAL PANEL SOFFIT BELOW. ROOF TO BE ROOF MEMBRANE OVER 3/4" PLYWOOD DECKING. ROOF EDGE TO BE 2-PIECE FASCIA SYSTEM WITH ONE TAPERED SPILLOUT SCUPPER BY FASCIA MANUFACTURER PER CANOPY.
- ⑦ EXISTING STRUCTURAL DECK SLOPES AS INDICATED.
- ⑧ TAPERED INSULATION, SLOPE 1/2"/12" TO VALLEY.
- ⑨ FLASH ROOF MEMBRANE TO PIPING PENETRATION, SEE 4/A303.
- ⑩ ALTERNATE 1: INSTALL NEW METAL ROOF AND FLASHING.

1 ROOF PLAN
Scale: 3/32" = 1'-0"



VINYL WINDOW SCHEDULE

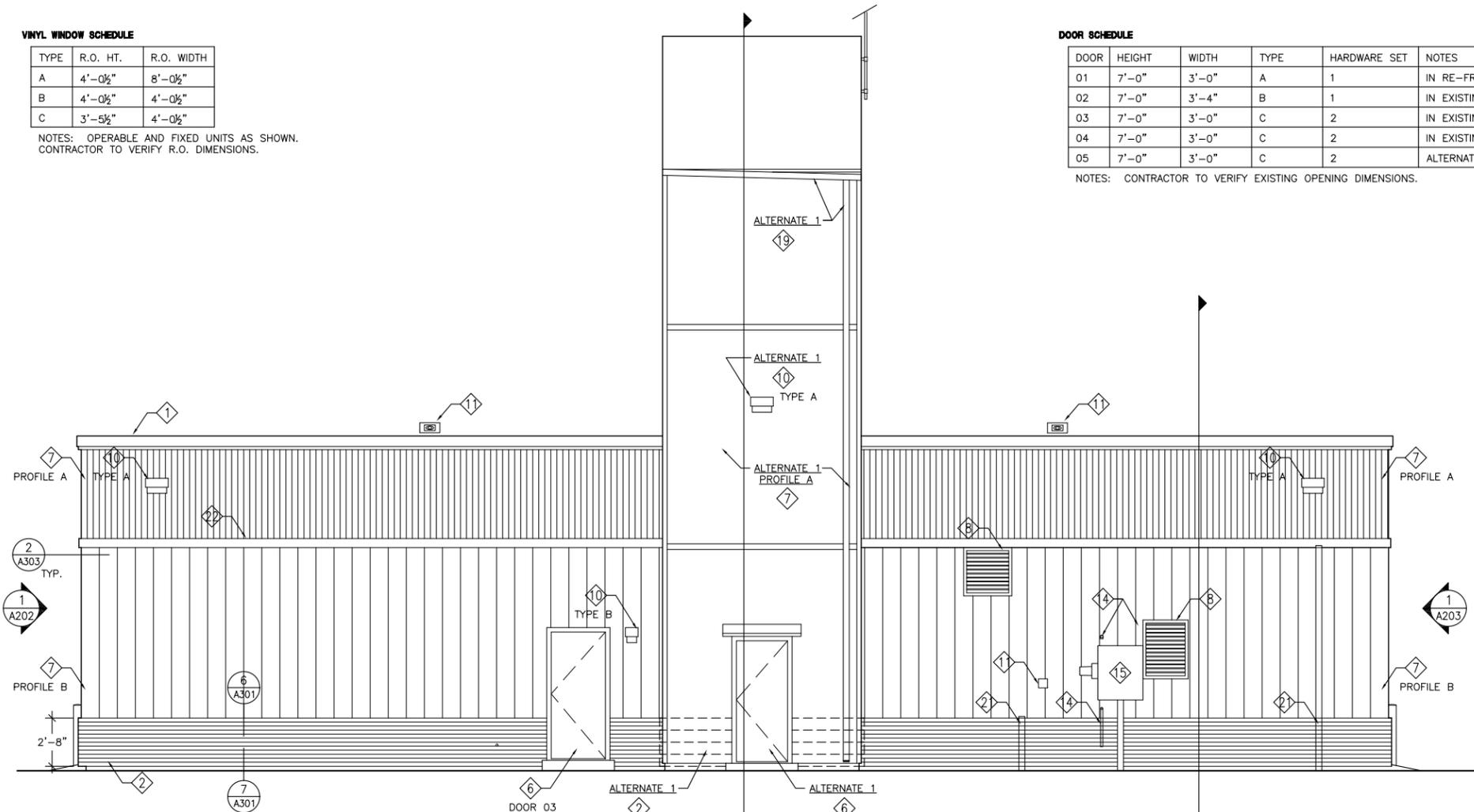
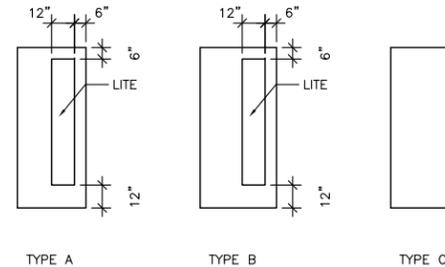
TYPE	R.O. HT.	R.O. WIDTH
A	4'-0 1/2"	8'-0 1/2"
B	4'-0 1/2"	4'-0 1/2"
C	3'-5 1/2"	4'-0 1/2"

NOTES: OPERABLE AND FIXED UNITS AS SHOWN. CONTRACTOR TO VERIFY R.O. DIMENSIONS.

DOOR SCHEDULE

DOOR	HEIGHT	WIDTH	TYPE	HARDWARE SET	NOTES
01	7'-0"	3'-0"	A	1	IN RE-FRAMED OPENING
02	7'-0"	3'-4"	B	1	IN EXISTING OPENING
03	7'-0"	3'-0"	C	2	IN EXISTING OPENING
04	7'-0"	3'-0"	C	2	IN EXISTING OPENING
05	7'-0"	3'-0"	C	2	ALTERNATE 1, IN EXISTING OPENING

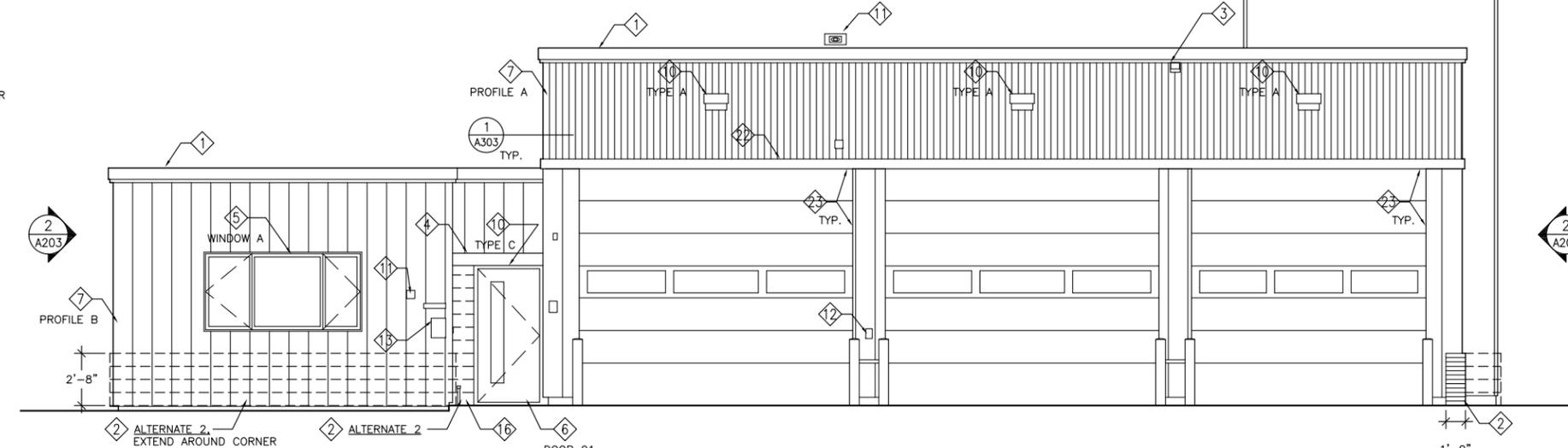
NOTES: CONTRACTOR TO VERIFY EXISTING OPENING DIMENSIONS.



2 EAST ELEVATION
Scale: 1/8" = 1'-0"

NOTES KEY

- ◇ RECONSTRUCT PARAPET
- ◇ BRICK WAINSCOT
- ◇ RECONSTRUCT SCUPPER
- ◇ RECONSTRUCT WOOD-FRAMED CANOPY
- ◇ REPLACE WINDOW, SEE SCHEDULE AND 1, 2, & 3/A302
- ◇ REPLACE METAL DOOR AND FRAME, SEE SCHEDULE
- ◇ INSTALL METAL SIDING
- ◇ REINSTALL METAL LOUVER. EXTEND SHEETMETAL DUCTWORK BEHIND AS REQUIRED BY NEW SIDING. PAINT. SEE 4, 5 & 6/A302.
- ◇ TRIM AND FLASH SIDING AROUND EXISTING HOSE BIBB. INSTALL NEW ESCUTCHON
- ◇ LIGHT
- ◇ REINSTALL LOW-VOLTAGE ELECTRICAL EQUIPMENT
- ◇ TRIM AND FLASH SIDING AROUND EXISTING POWER OUTLET
- ◇ REINSTALL TELEPHONE EQUIPMENT
- ◇ REINSTALL CONDUIT. PAINT.
- ◇ INSTALL NEW CT ENCLOSURE AND METER BASE: 400A, 208Y/120X, 3-PHASE SERVICE. TRIM METAL WALL PANELS AROUND CT ENCLOSURE. TRIM BRICK WAINSCOT AROUND FEEDER CONDUIT.
- ◇ REFRAME 2X6 WOOD-FRAMED WALL AS REQUIRED BY SMALLER RESWUNG DOOR. LOCATE DOOR AS FAR TO EAST SIDE OF VESTIBULE AS POSSIBLE FOR MAXIMUM CLEARANCE ON PULL SIDE. PATCH AND PAINT INTERIOR FINISHES AS REQUIRED FOR SEAMLESS APPEARANCE
- ◇ NOT USED
- ◇ REINSTALL ANTENNA
- ◇ INSTALL GUTTER AND DOWNSPOUT
- ◇ INSTALL METAL ROOF AND FLASHING
- ◇ PAINT (E) PIPING.
- ◇ TRIM BAND, SEE 7/A302.
- ◇ METAL SOFFIT PANEL AND APPARATUS BAY DOOR HEADS AND JAMBS, COORDINATE WITH DOORS.



1 SOUTH ELEVATION
Scale: 1/8" = 1'-0"



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CONSTRUCTION DOCUMENTS
**AUKE BAY FIRE STATION
EXTERIOR UPGRADE**
CITY AND BOROUGH OF JUNEAU

MRV # 1115
CBJ CONTRACT # E12-094

SHEET TITLE:
**ELEVATIONS
SOUTH, EAST**

DATE: MARCH 26, 2012
SCALE: AS NOTED
DRAWN: CW
CHECKED: PV

SHEET NO.
A202

LIGHT FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER
A	WALL MOUNT FIXTURE WITH SINGLE PIECE, DIE-CAST ALUMINUM ENCLOSURE, DIE-CAST RIBBED BACKPLATE FOR HEAT DISSIPATION, DIE-CAST ALUMINUM DOOR FRAME & GLASS LENS. COLOR PER ARCHITECT. FORWARD THROW LIGHT DISTRIBUTION, 4300-DEGREE K COLOR LED WITH PIR SENSOR DEMAND RESPONSE, DUAL-LEVEL CONTROL.	GARDCO 121-DR-FT-35LA-NW-UNIV-COLOR-PCB
B	QUARTER SPHERICAL WALL MOUNT FIXTURE WITH DIE-CAST ALUMINUM ENCLOSURE AND TEMPERED GLASS LENS. COLOR PER ARCHITECT. 4100-DEGREE K COLOR LED.	GUTH SND-QR-18-COLOR-4L-S-1
C	SMALL DIAMETER, SEMI-RECESSED FIXTURE WITH THREE LEDS. 4700-DEGREE K COLOR. PROVIDE 3 EACH PER LOCATION WITH SINGLE DRIVER IN INTERIOR CEILING.	LUCIFER LPKF-ALED-WET-5K-COLOR-SGL5



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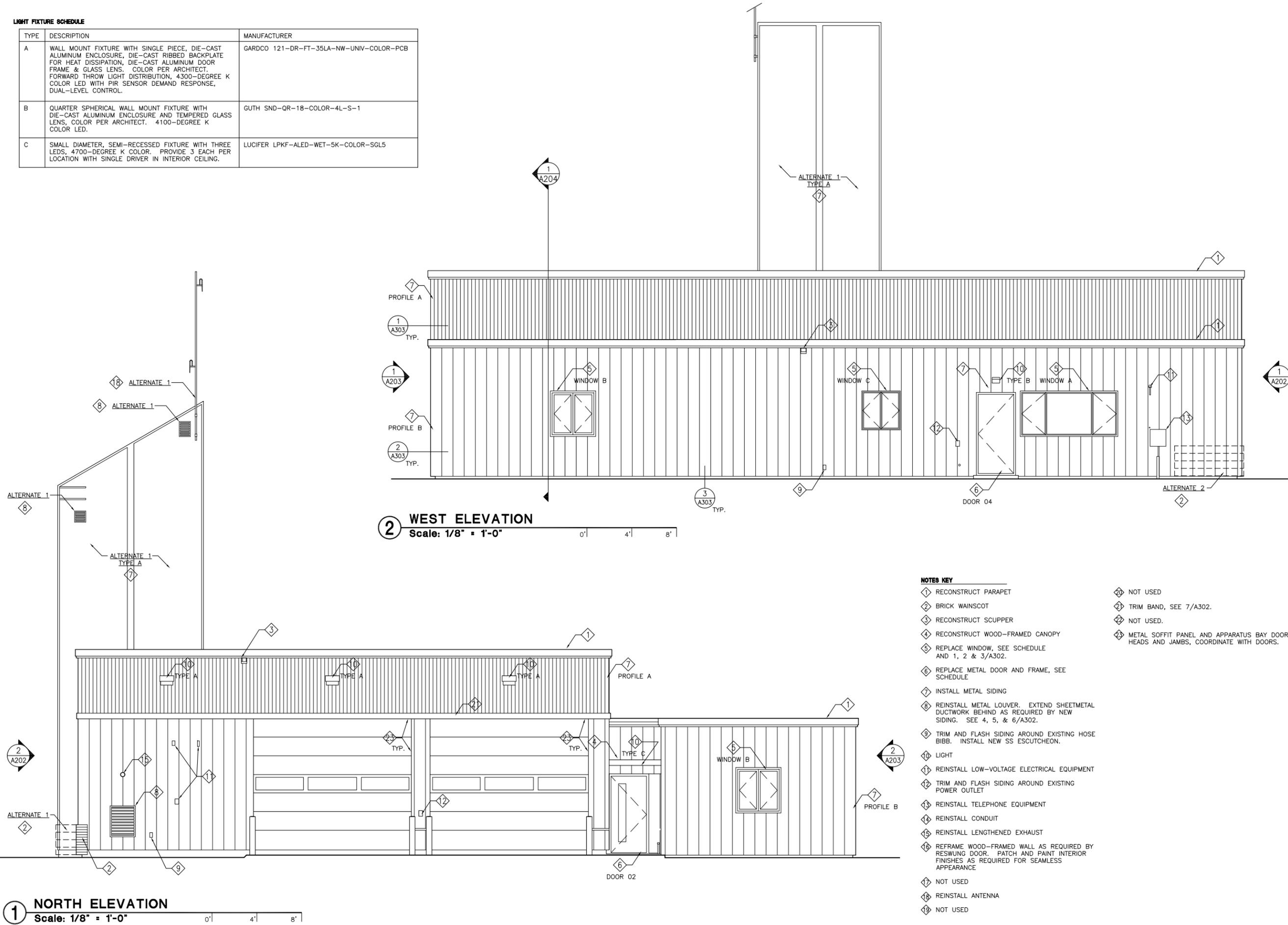
CONSTRUCTION DOCUMENTS
**AUKE BAY FIRE STATION
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CITY AND BOROUGH OF JUNEAU

MRV # 1115
CBJ CONTRACT # E12-094

SHEET TITLE:
**ELEVATIONS
NORTH, WEST**

DATE: MARCH 26, 2012
SCALE: AS NOTED
DRAWN: CW
CHECKED: PV

SHEET NO.
A203



NOTES KEY

- 1 RECONSTRUCT PARAPET
- 2 BRICK WAINSCOT
- 3 RECONSTRUCT SCUPPER
- 4 RECONSTRUCT WOOD-FRAMED CANOPY
- 5 REPLACE WINDOW, SEE SCHEDULE AND 1, 2 & 3/A302.
- 6 REPLACE METAL DOOR AND FRAME, SEE SCHEDULE
- 7 INSTALL METAL SIDING
- 8 REINSTALL METAL LOUVER. EXTEND SHEETMETAL DUCTWORK BEHIND AS REQUIRED BY NEW SIDING. SEE 4, 5, & 6/A302.
- 9 TRIM AND FLASH SIDING AROUND EXISTING HOSE BIBB. INSTALL NEW SS ESCUTCHEON.
- 10 LIGHT
- 11 REINSTALL LOW-VOLTAGE ELECTRICAL EQUIPMENT
- 12 TRIM AND FLASH SIDING AROUND EXISTING POWER OUTLET
- 13 REINSTALL TELEPHONE EQUIPMENT
- 14 REINSTALL CONDUIT
- 15 REINSTALL LENGTHENED EXHAUST
- 16 REFRAME WOOD-FRAMED WALL AS REQUIRED BY RESWUNG DOOR. PATCH AND PAINT INTERIOR FINISHES AS REQUIRED FOR SEAMLESS APPEARANCE
- 17 NOT USED
- 18 REINSTALL ANTENNA
- 19 NOT USED
- 20 NOT USED
- 21 TRIM BAND, SEE 7/A302.
- 22 NOT USED.
- 23 METAL SOFFIT PANEL AND APPARATUS BAY DOOR HEADS AND JAMBS, COORDINATE WITH DOORS.



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CBJ CONTRACT # E12-094

MRV # 1115

SHEET TITLE:
**BUILDING
SECTIONS**

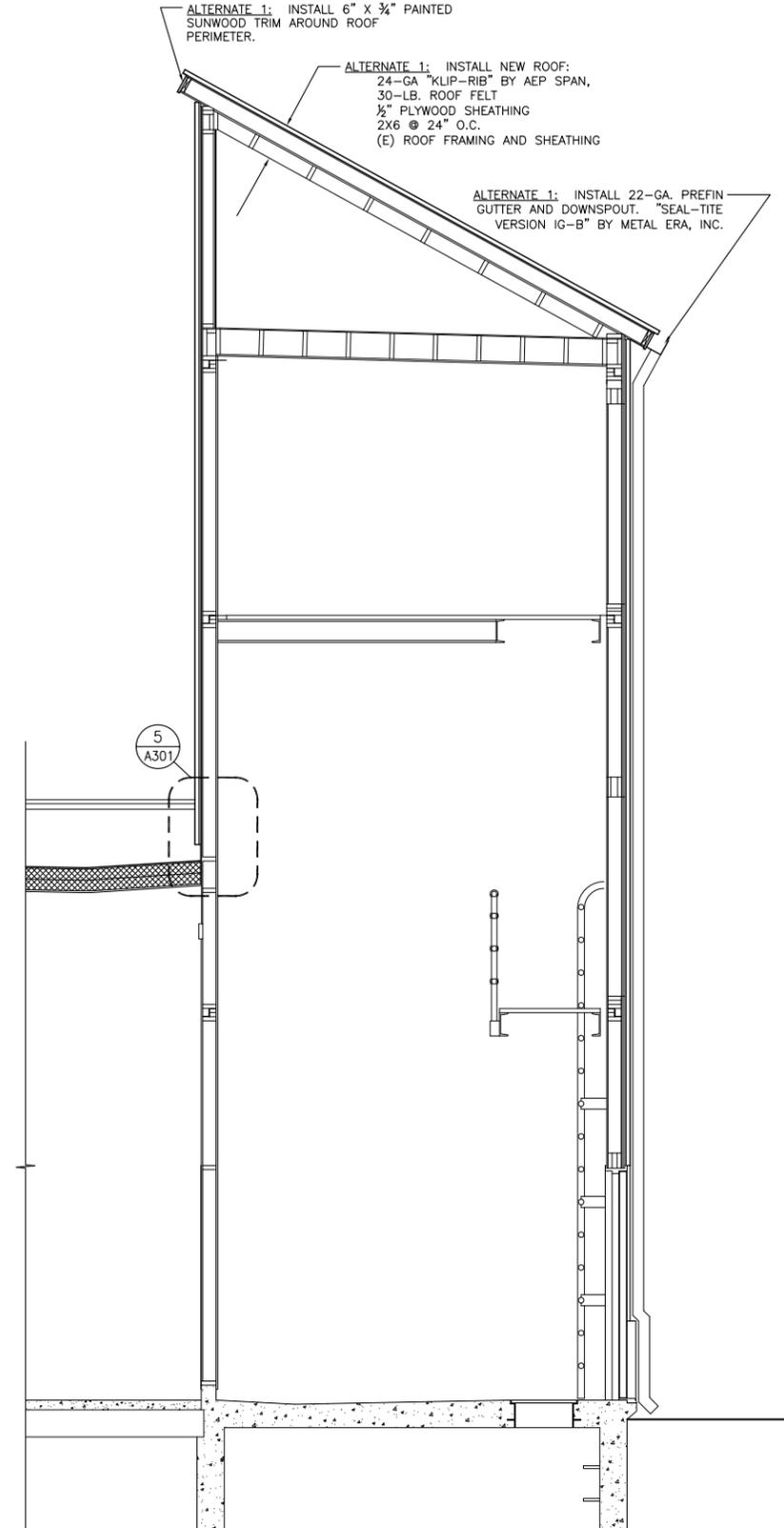
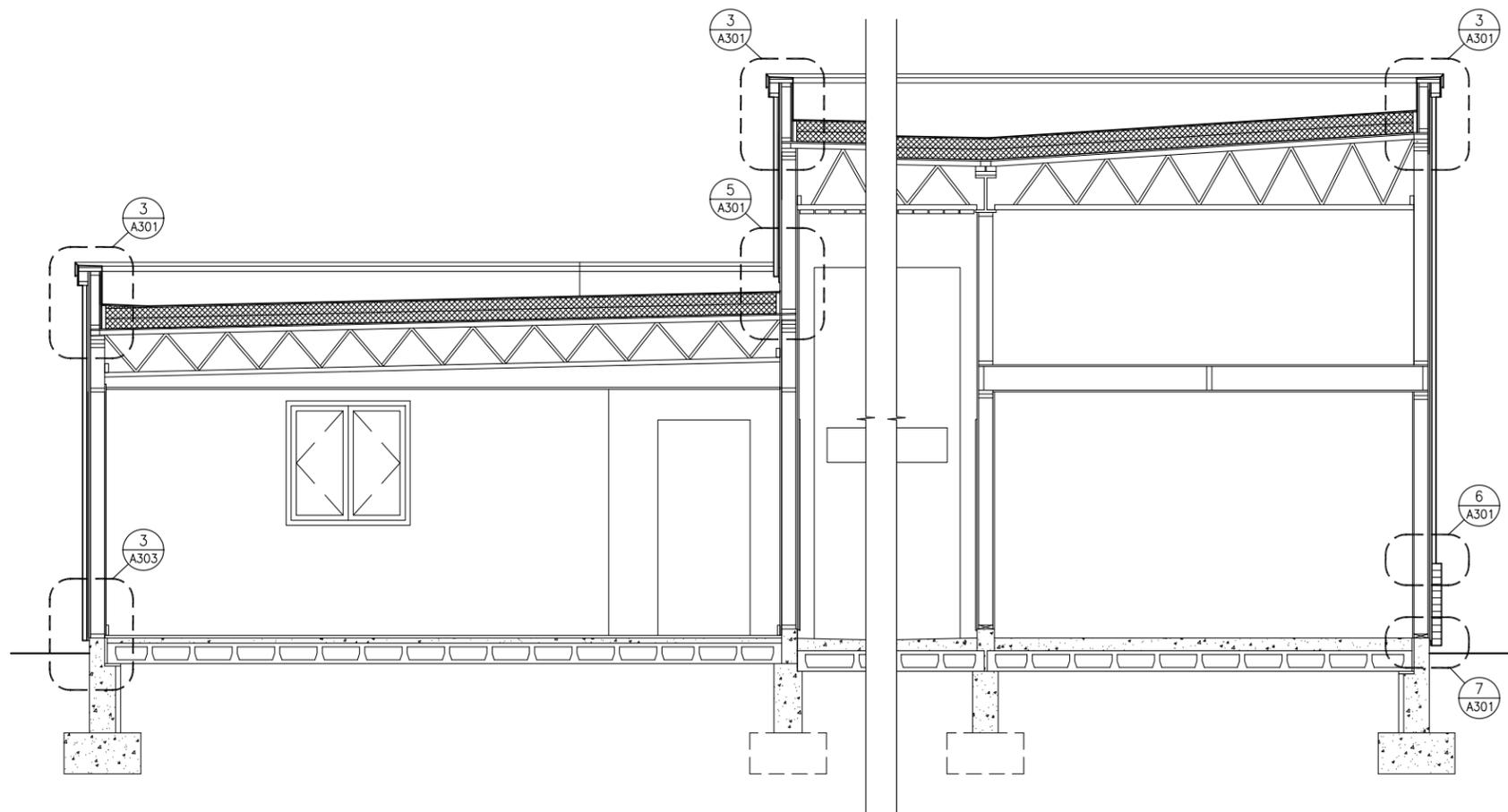
DATE: MARCH 26, 2012
SCALE: AS NOTED
DRAWN: CW
CHECKED: PV

SHEET NO.
A204

ALTERNATE 1: INSTALL 6" X 3/4" PAINTED
SUNWOOD TRIM AROUND ROOF
PERIMETER.

ALTERNATE 1: INSTALL NEW ROOF:
24-GA "KLIP-RIB" BY AEP SPAN,
30-LB. ROOF FELT
1/2" PLYWOOD SHEATHING
2X6 @ 24" O.C.
(E) ROOF FRAMING AND SHEATHING

ALTERNATE 1: INSTALL 22-GA. PREFIN
GUTTER AND DOWNSPOUT. "SEAL-TITE
VERSION IG-B" BY METAL ERA, INC.



1 BUILDING SECTION
Scale: 3/16" = 1'-0" 0' 2' 6'

2 BUILDING SECTION • HOSE TOWER
Scale: 3/16" = 1'-0" 0' 2' 6'



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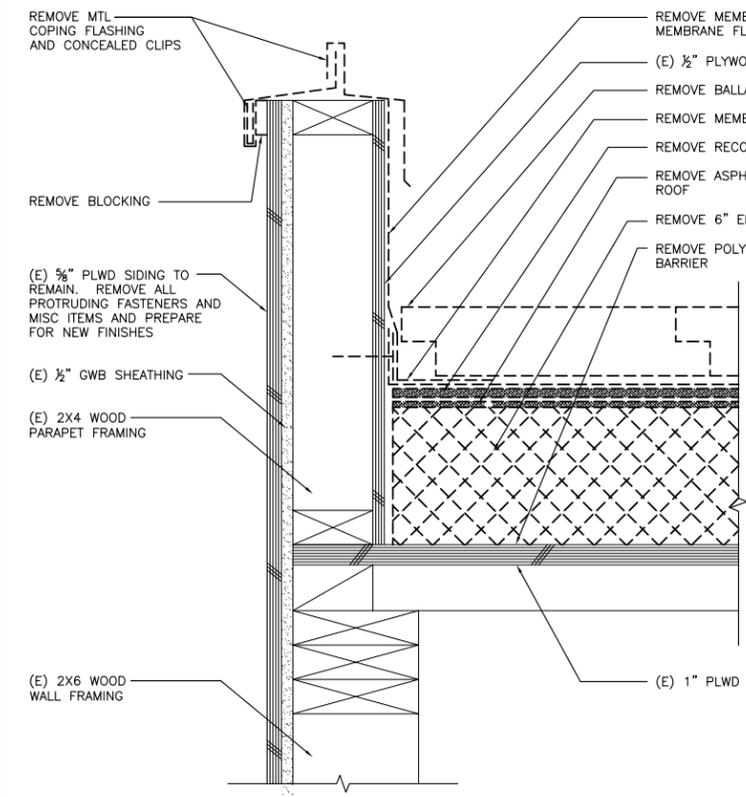
CONSTRUCTION DOCUMENTS
**AUKE BAY FIRE STATION
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CITY AND BOROUGH OF JUNEAU
MRV # 1115
CBJ CONTRACT # E12-094

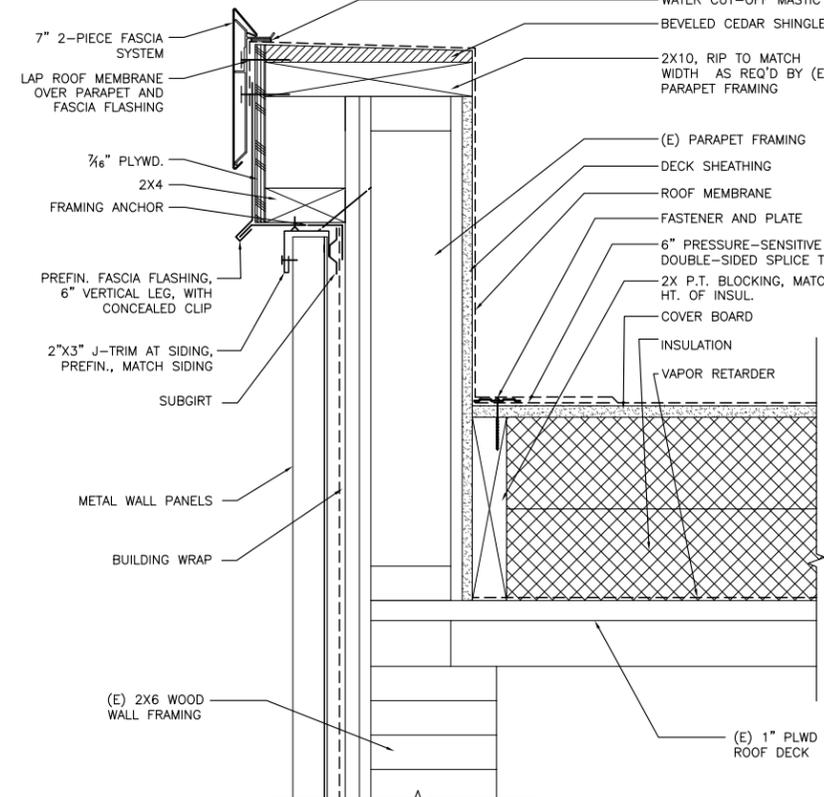
SHEET TITLE:
DETAILS

DATE: MARCH 26, 2012
SCALE: AS NOTED
DRAWN: CW
CHECKED: PV

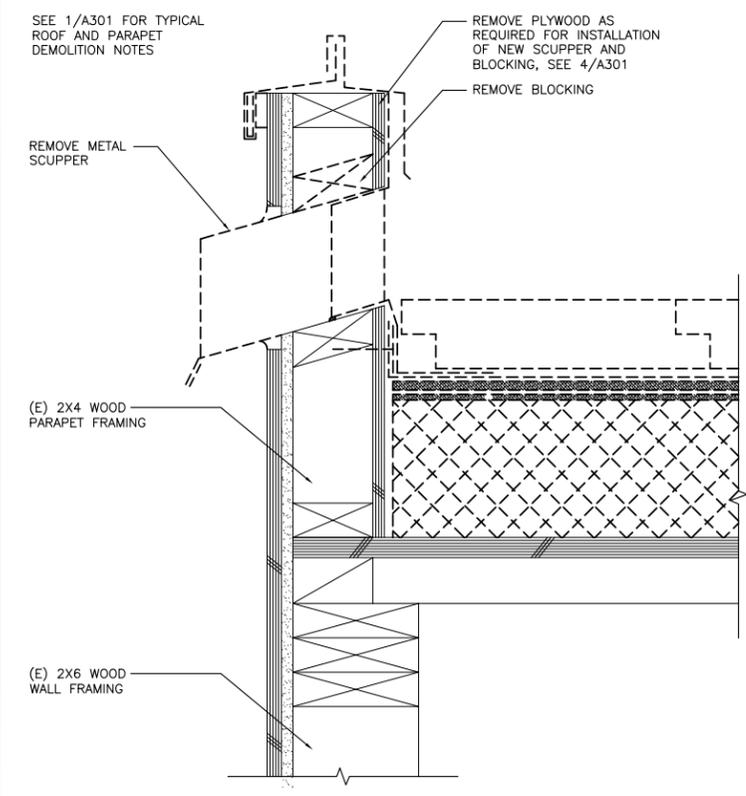
SHEET NO.
A301



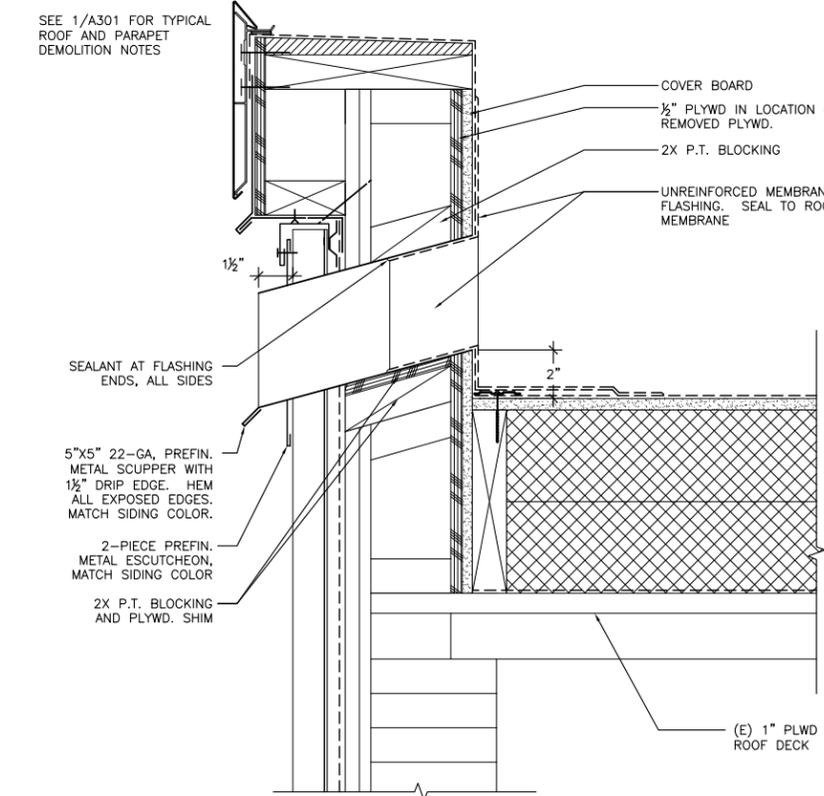
1 EXISTING PARAPET
Scale: 1-1/2" = 1'-0"



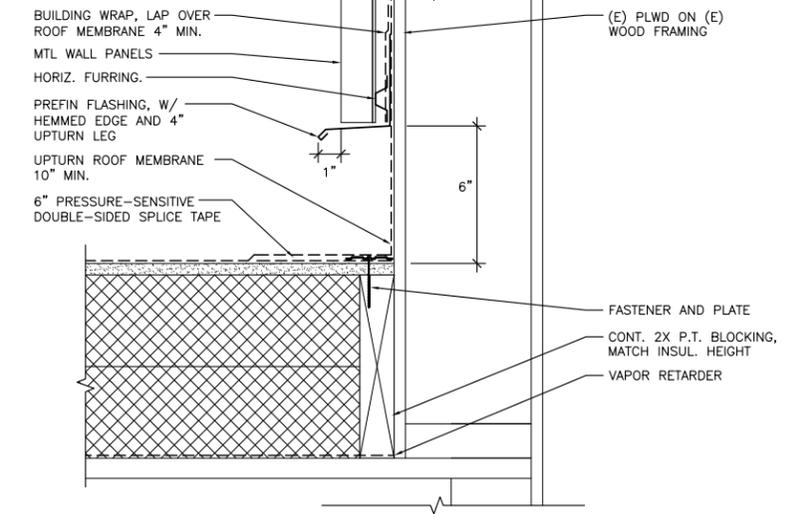
3 PARAPET
Scale: 1-1/2" = 1'-0"



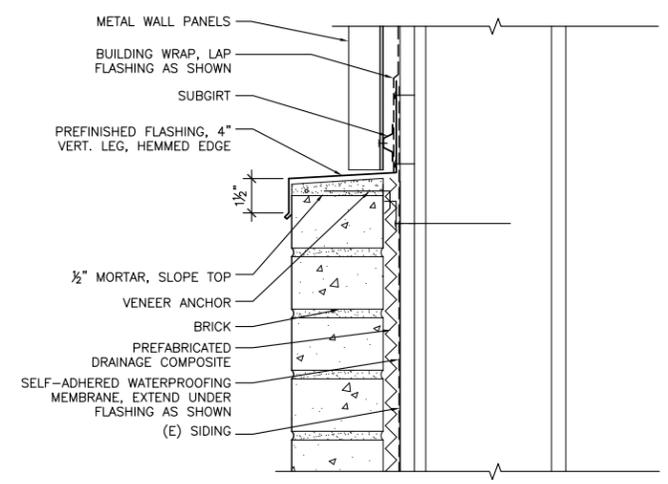
2 EXISTING SCUPPER
Scale: 1-1/2" = 1'-0"



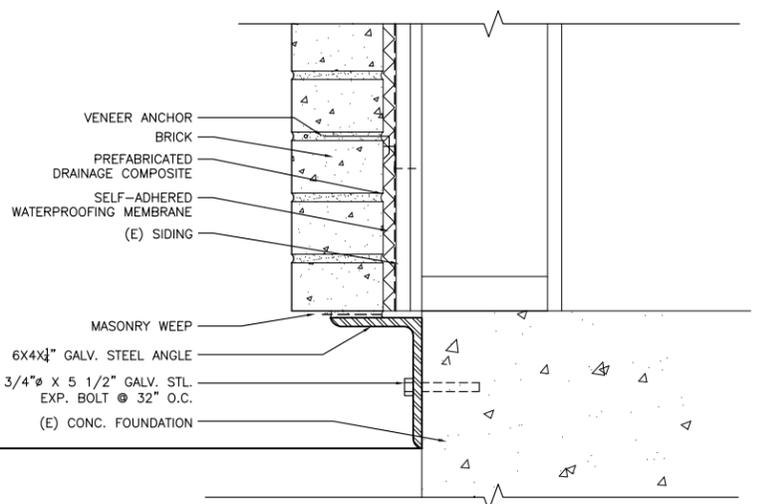
4 SCUPPER
Scale: 1-1/2" = 1'-0"



5 ROOF / WALL
Scale: 1-1/2" = 1'-0"



6 BRICK WAINSCOT TOP
Scale: 1-1/2" = 1'-0"



7 BRICK WAINSCOT BASE
Scale: 1-1/2" = 1'-0"



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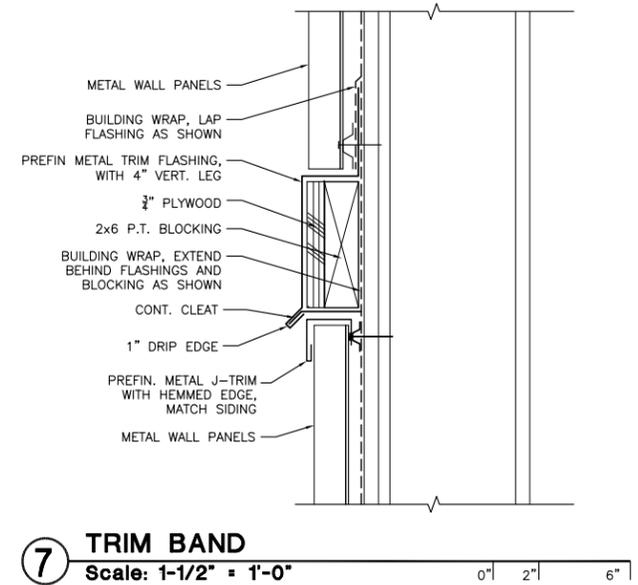
MRV # 1115

CONSTRUCTION DOCUMENTS
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EXTERIOR UPGRADE**
CITY AND BOROUGH OF JUNEAU
CBJ CONTRACT # E12-094

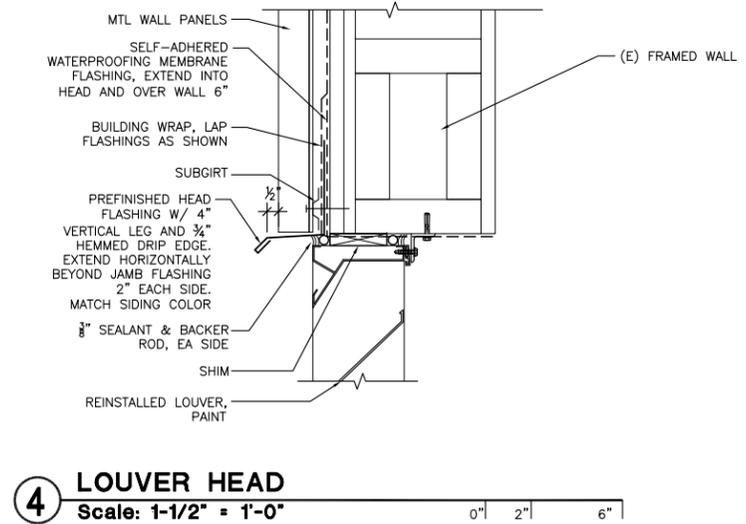
SHEET TITLE:
DETAILS

DATE: MARCH 26, 2012
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CHECKED: PV

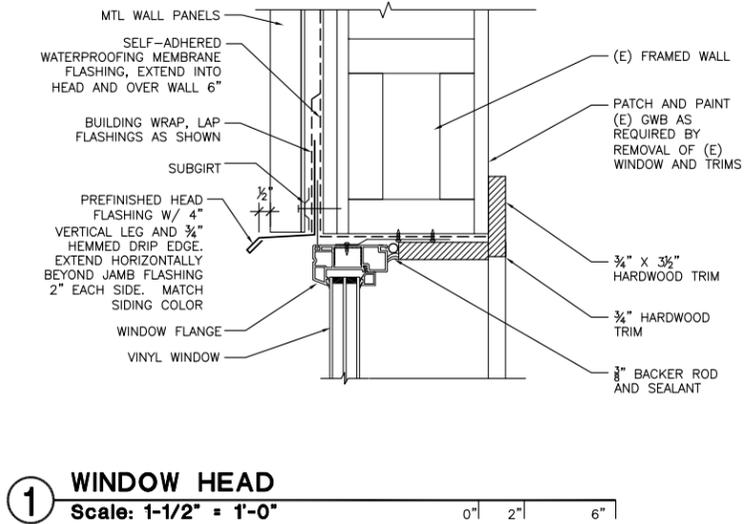
SHEET NO.
A302



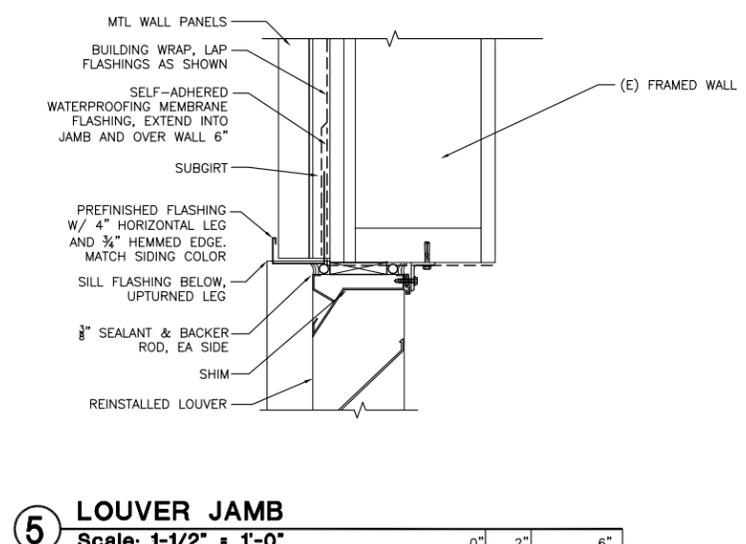
7 TRIM BAND
Scale: 1-1/2" = 1'-0"



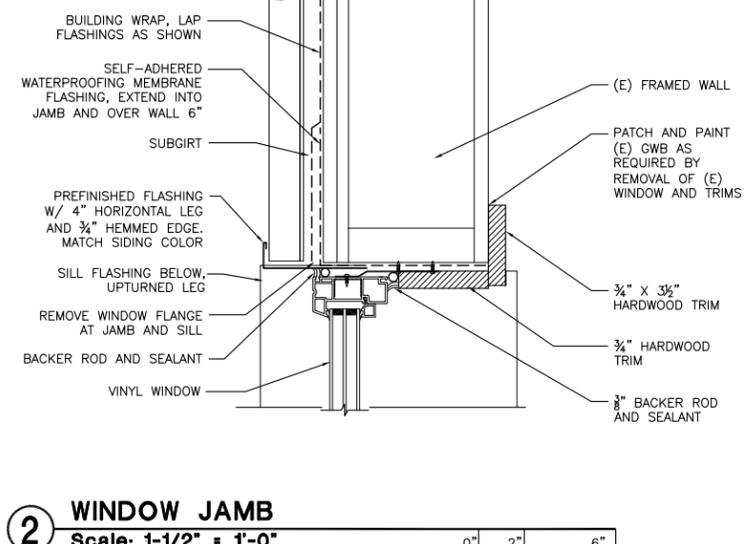
4 LOUVER HEAD
Scale: 1-1/2" = 1'-0"



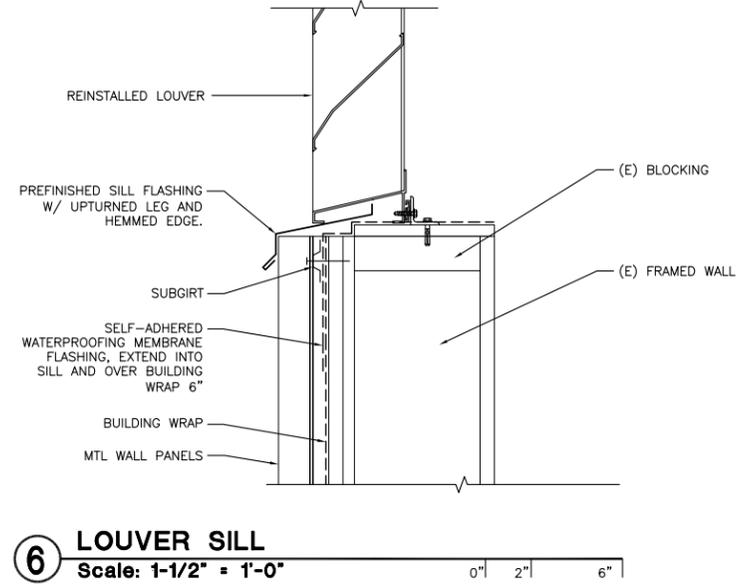
1 WINDOW HEAD
Scale: 1-1/2" = 1'-0"



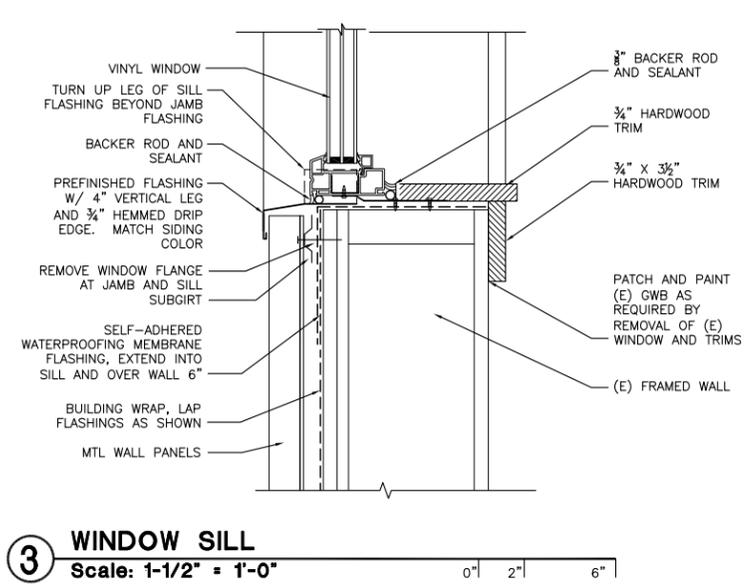
5 LOUVER JAMB
Scale: 1-1/2" = 1'-0"



2 WINDOW JAMB
Scale: 1-1/2" = 1'-0"



6 LOUVER SILL
Scale: 1-1/2" = 1'-0"



3 WINDOW SILL
Scale: 1-1/2" = 1'-0"



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SHEET TITLE:
DETAILS

DATE: MARCH 26, 2012
SCALE: AS NOTED
DRAWN: CW
CHECKED: PV

SHEET NO.
A303

