



VOLUME I of IV

JUNEAU INTERNATIONAL AIRPORT (JNU) RUNWAY SAFETY AREA IMPROVEMENTS – PHASE 2A CBJ Contract No. E12-240 AIP No. 3-02-0133-056-2012

June 5, 2012

**(Advisory Circular 150/5370-10, Standards for Specifying Construction of Airports,
as modified, and approved by the Federal Aviation Administration
for Airport Improvement Program contracts in Alaska)**

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CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

SECTION 001 SPECIAL NOTICE TO BIDDERS

Juneau International Airport Runway safety Area Improvements, Phase 2A, Contract No. E12-240
AIP No. 3-02-0133-056-2012

The work of this project will be on a very busy airport in close proximity to aircraft operational areas and in the floatplane pond waterlane (runway). The work shall not interfere with aircraft operations and safety on the Airport except in the most minimal of ways as determined by the Owner. There is no give in safety issues whatsoever.

The project abuts very sensitive habitat. Permit conditions will be strictly enforced and the Contractor will be expected to immediately remedy any breach of permit conditions without exception.

During certain air operations, e.g., Alaska Airlines landings and takeoffs and other operations needing a clear safety area, the Contractor may be required to remove personnel and equipment from the vicinity of the runway.

SPECIAL NOTICE

- A. Bidders are hereby alerted that this Project, Juneau International Airport (JNU) Runway Safety Area Improvements, Phase 2A CBJ Contract No. E12-240, is subject to a Project Labor Agreement (PLA). It shall be understood that the PLA is an exclusive agreement between the eventual Contractor (and Subcontractors) and the organized labor unions. The City and Borough of Juneau International Airport (JUNU) (also known as Owner), the Engineer, and the Design Professionals of Record are not members of this agreement and play no role in its implementation or administration.
- B. Bidders may contact the following individuals (as appropriate) with any questions pertaining to the provisions of the PLA, covered trades and crafts, or the specific manner in which their involvement in the PLA will be administered. **A copy of each current labor agreement for the organizations below is available on a CD-ROM from the CBJ Engineering Department Contracts Office upon request – 907-586-0490.** *No portion of the attached Project Labor Agreement may be changed without agreement by both the Contractor and the Juneau Building and Construction Trades Council.*

Directory of Unions signatory to the Juneau International Airport (JNU)
Runway Safety Area Improvements – CBJ Contract No. E09-186
Project Labor Agreement

Union Name	Contact	Telephone	Fax	E-mail Address
Carpenters Local 2247	Jonathan Smith	907 586-3675	907 586-3675	local2247@acsalaska.net
Cement Masons Local 867	Tom Frohlich	907 272-5113	907 272-4387	opcm867@alaska.com
Electrical Workers Local 1547	Brett Allio	907 586-3050	907 586-9614	ballio@ibew1547.org
Ironworkers Local 751	Greg Kucera	907 563-4766	907 563-2855	iw751@alaska.net
Laborers Local 171	Tom Brice	907 586-2860	907 586-5757	tom@local71.com
Operators Local 302	Cory Baxter	907 586-3050	907 463-5464	cbaxter@iuoe302.org
Painters Local 1959	Bronson Frye	907 562-8843		
Plumbers Local 262	Max Mielke	907 586-2874	907 463-5116	lu262bm@uanet.org
Teamsters Local 959	Carl Blais	907 586-3225	907 586-1227	cblais@akteamsters.com
Juneau Bldg. Trades Council	Tom Brice	907 586-3050	907 586-9614	tom@local171.com

C. A full copy of the proposed PLA is provided on the following pages.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PREAMBLE

This Agreement is entered into this _____ day of _____, 2012, by and between _____ Construction Co. (hereinafter referred to as the "Employer") and the Juneau Building and Construction Trades Council and those of its affiliated Local Unions which have signed this agreement through their duly authorized officers (hereinafter referred collectively to as the "Union" or "Unions").

The Project is defined as follows:

The Union wishes to preserve work traditionally performed by employees represented by the Unions. The Employer recognizes the need for gaining ready access to and retaining a competent work force within the local community and Alaska. The Employer also wishes to provide training and employment opportunities for local and Alaskan workers and veterans through registered, apprenticeship programs with proven track records in graduating skilled apprentices. One important objective in doing so is to ensure a ready supply of labor is also available for future City & Borough of Juneau projects and other projects. The Employer also wishes to secure a cost savings by employing skilled apprentices enrolled in bona fide apprenticeship & training programs at a reduced rate.

The Unions recognize and respect the Employer's need to ensure that construction work for large scale or serial projects dependent upon each other for completion, in both the private and public sectors, proceed continuously and without interruption, as efficiently and economically as possible.

In consideration of the above, the parties agree that the construction work associated with the Juneau International Airport Runway Safety Area Improvements, Phase 2A – CBJ Contract No. E12-240, (the "Project") shall be performed by workers secured through referral halls pursuant to this Agreement. The Unions agree to such modifications to their respective construction agreements, work rules, customs and practices as are incorporated into, inherent in, or implied by this Agreement.

ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to establish and maintain harmonious relations between all parties to this Agreement, to secure optimum productivity, to ensure an adequate supply of competent, skilled, and qualified local and Alaskan crafts people today and on future Projects, and to ensure labor stability by eliminating strikes, work stoppages, lockouts, slowdowns, or delays in the prosecution of the work undertaken by the Employer. The Parties recognize the need for the timely, cooperative completion of the Project without interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

1.02 The parties agree to, establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise between the Union or its members and the Employer so that the Project is assured of complete efficiency and continuity of operation, without slowdown or interruption of any kinds, and labor-management peace is maintained.

ARTICLE 2 EFFECTS OF OTHER AGREEMENTS

2.01 The provisions of this Agreement shall apply to the work described in Article 3, regardless of provisions of local or national union agreements and local work rules, customs and practices except where provision of other such agreements, rules, customs and practices are specifically noted or adopted elsewhere in this Agreement. Otherwise, the full and complete agreement between the signatory parties is embodied in this Agreement.

ARTICLE 3 SCOPE OF THE AGREEMENT

3.01 This Agreement shall be applicable to the recognized and accepted work falling within the historical definition of new construction under the direction of and performed by the Employer, and all contractor(s), of whatever tier who are awarded contracts for such work on the Project. Such work shall include site preparation work and dedicated off-site work specifically including supply of concrete and excavation work.

This Agreement shall not apply to field personnel or non-manual employees of the Employer including but not limited to executives, engineers, surveyors, surveyor assistants, draftsmen, supervisors, assistant supervisors, timekeepers, messengers, office workers and guards.

It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Project Agreement, neither the Employer, nor any contractors at any tier will be obligated to sign any other local, area, or national agreement.

This Agreement expressly does not apply to:

- A. All employees of the public or private owner of the Project and of the Employer who do not perform manual labor.
- B. Any equipment and machinery owned or controlled and operated by the public owner.
- C. Any work performed on or near, or leading to or into, the Project site by governmental bodies, or their contractors, or by public utilities or their contractors (for work which is not part of the Project).
- D. Off-site maintenance of leased equipment under warranty and on-site supervision of such work.
- E. Delivery of items or materials is not subject to this Agreement if such materials are delivered by persons who does not perform any work on the Project site or common carriers.

3.02 Nothing in this Agreement shall limit the right of the Employer to subcontract work or to select its subcontractors. The Employer shall notify each subcontractor at whatever tier of the provisions of this Agreement, and shall require each such subcontractor performing work within the scope of this Agreement to sign and comply with the provisions of this Agreement before commencing work.

3.03 Repairs of any defects in manufactured equipment that must be completed prior to acceptance or is covered by the warranty of the supplier or manufacturer may be supervised by the supplier's or manufacturer's personnel at the Employer's construction site.

When the warranty requirements are such as to require the repair to be completed with the supplier's or manufacturer's personnel, warranty mechanics shall supervise and perform actual work on equipment, machinery, or materials. (It is generally understood that work of the type described above is proprietary in nature. This Section shall not be utilized to circumvent the intent of this Agreement.)

ARTICLE 4 NON-DISCRIMINATION

4.01 The Employer and the Union agree that they will not unlawfully discriminate against any employee or applicant for employment because of race, creed, sex, color, age, national origin, physical, mental or sensory handicap, status as a veteran of the United States Armed Forces or membership or non-membership in the Union. This non-discrimination policy will include, but is not limited to, the following: employment, upgrading, demotions or transfer, layoff or termination, rates of pay or forms of compensation, recruitment or recruitment advertising, and selection for training, including apprenticeship.

4.02 Where the masculine or feminine gender has been used in any job classification or in any provision in this Agreement, it is used solely for the purpose of illustration and shall not in any way be used to designate the sex of the employee eligible for the position or the benefits of any other provisions.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The Employer retains full and exclusive authority for the management of its operations, except as expressly limited by other provisions of this Agreement.

The Employer shall direct its working forces at its sole prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Employer shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design. The Employer shall schedule work in accordance with applicable local collective bargaining agreements except as otherwise expressly limited in this Agreement.

5.02 Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Employer's choice of materials or design, nor, regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices. The Employer may without restriction install or otherwise use materials, supplies or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation, check-off or testing of specialized or unusual equipment.

5.03 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retains all legal rights not specifically limited by this Agreement.

5.04 The Employer has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to previous union affiliation or the existence or non-existence of any agreements between such bidder and any party to this Agreement provided, however, only that such bidder is willing, ready and able to execute and comply with this Agreement, should it be designated the successful bidder. It is agreed that all subcontractors who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept, sign, and be bound by the terms and conditions of this Agreement.

ARTICLE 6 UNION REPRESENTATION

6.01 The Employer recognizes the Unions signatory to this Agreement as the sole and exclusive bargaining representatives with respect to rates of pay, hours, and other conditions of employment for the job classifications contained in the appropriate Local Union agreements and Schedule A's for this Project.

6.02 Authorized representatives of the Union shall have access to the Project provided they do not interfere with the work of employees, and further provided, that they comply with posted security and safety rules of the Project.

6.03 The selection of stewards shall be in accordance with the terms contained in the appropriate Local Union agreement, except that the Employer agrees to notify the appropriate Union twenty-four hours prior to termination of a steward, except in the case of discipline or discharge for cause. In any case in which a steward is discharged or disciplined for cause, the appropriate Union shall be notified immediately by the Employer.

For the purpose of this provision, "cause for discharge" shall mean: incompetence; unexcused absenteeism; disobedience of orders; unsatisfactory performance of duties; and violation of posted Project rules of conduct.

Stewards shall be qualified workmen assigned to a crew and shall perform the work of their craft. Activities on behalf of a Union shall not unreasonably interfere with their work for the Employer.

6.04 All employees covered by this Agreement shall be required as a condition of employment for this Project only to apply for and become members of and to maintain memberships in the respective Unions, or they may pay and remain current in the payment of such reasonable fees as are established for non-members by each Union within eight days following the beginning of their employment or the effective date of this Agreement, whichever is later. All requests to discharge an employee for failure to obtain and maintain membership or pay non-membership fees shall be in writing and the Employer agrees that it will, upon receipt of such notice, dismiss such employee or employees from their services. The Unions agree to defend any charge or suit made or brought against the Employer as the result of a request for an employee's termination or dismissal, pursuant to the provisions of this Article and to indemnify and hold the Employer harmless.

6.05 The Employer and subcontractors will deduct working membership dues, assessments and non-membership fees in the amount designated by a particular Union, provided that the employee has executed a written assignment calling for such deduction and provided it to the Employer. It is understood and agreed that the Employer assumes no liability in connection with dues or fee collection, except for ordinary diligence and care in transmittal of the monies to the appropriate Local Union. Once a month the Employer will remit to the Union the dues deducted on or before the fifteenth day of each month following the month of accrual.

ARTICLE 7 HIRING PROCEDURES

7.01 For Unions having a hiring hall or job referral system in their local agreements, the Employer agrees to be bound by such system and it shall be used exclusively by the employer. Such system must be operated in accordance with federal and Alaska law applicable at the time of hire, and the conditions set forth in this Article.

7.02 The Employer retains the right to reject any applicant for employment. The Union shall have the right to refer applicants to the Employer on a preferential basis for a limited period determined by each union's local agreement, which generally is no more than forty-eight (48) hours. The Unions have no right to compel the Employer to hire any such applicants.

7.03 The selection of applicants by a Union for referral to jobs shall be on a non-discriminatory basis and in accordance with the President's Executive Order 11246 and Title VII of the Civil Rights Act of 1964, as amended, and shall not be based on, or in any way affected by, current or previous union membership, or the lack thereof.

7.04 All of the foregoing hiring procedures, including affected apprenticeship and training, will be operated so as to permit the Employer to meet its statutory Equal Employment Opportunity obligations.

7.05 The foregoing hiring procedures shall be operated in compliance with any obligation imposed by statute requiring preference in employment for residents of Alaska.

ARTICLE 8 WORK STOPPAGES AND LOCKOUTS

8.01 During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by the Union or by any employee and there shall be no corresponding lockout by the Employer.

8.02 The Union shall not be liable for acts of employees for which it has no responsibility. The Union will immediately instruct, order, and use the best efforts of its office to cause any member or group of members to cease any violations of this Article. When the Union complies with its obligation concerning the above described activity, it shall not be liable for unauthorized acts of its members. The failure of the Employer to exercise its rights in any instance shall not be deemed a waiver of its rights in any other instance.

ARTICLE 9
STANDARDIZED GRIEVANCE PROCEDURES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following standardized procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Local Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the AAA shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 10
JURISDICTIONAL DISPUTES

10.01 There will be no strikes, no work stoppages or slowdowns, or other interference with the work because of jurisdictional disputes.

10.02 Work shall be assigned by the Employer in accordance with the procedural rules of the Impartial Jurisdictional Disputes Board or its successor agency and jurisdictional disputes will be settled in accordance with the procedure rules and decisions of the Board.

10.03 Where a jurisdictional dispute involves any Union or Employer not a party of the procedures established by the Impartial Jurisdictional Disputes Board and is not resolved between the Unions, it shall be referred for resolution to the Juneau Building and Construction Trades Council ("Council"). The nature of the dispute shall be reduced to writing, signed by the representatives of the Local Union(s) involved and presented to the Council for resolution. The Unions party to the dispute will have fifteen (15) minutes each to present their side of the argument at a special meeting of the Council scheduled as soon as possible after submission of the dispute to it by the parties, but in no event more than 5 working days thereafter. All representatives of the parties to the dispute shall leave the room after the parties' presentations and the affiliated Unions will then vote. There will be only one (1) vote per affiliate; the decision will be determined by majority vote of the affiliates present and voting. The Unions and the Employer agree to abide and be bound by the decision of the Council. The disputed work shall continue to be performed as assigned by the Employer until the dispute has been resolved. The Employer shall be held harmless against and will not be required to provide any back pay or other make whole remedy to the prevailing union in the event the Council determines that a mistake was made in the assignment(s) of work. The Employer will implement any change in work assignment (s) required by the decision of the Council, as soon as possible after receiving notice of the Council's decision.

ARTICLE 11
SAFETY AND HEALTH

11.01 The Employer and employees shall comply with all applicable provisions of state and federal laws and regulations relating to job safety and safe work practices and with the Employer's own Safety meetings will be scheduled and conducted periodically (but not less than once per week) by the Employer.

11.02 All employees shall be required to use appropriate, personal, protective equipment as is or may be prescribed by state or federal safety and health standards or by the Employer. Failure of employees to use such equipment shall be grounds for disciplinary action including dismissal.

11.03 Where an unsafe condition is alleged to exist, the affected employee shall first notify his or her immediate supervisor who shall make any necessary corrective action. If the parties fail to resolve any difference or disagreement over the existence of such an unsafe condition or the appropriate corrective measure to be taken, the issue shall be referred for final and binding resolution under the procedures of Article 9 exclusively, which procedures shall be expedited.

11.04 No employee may be required to work in circumstances which place that employee in imminent danger of physical harm or injury, except that the employee may not make any such claim a pretext for refusing to carry out a work assignment for engaging in concerted activity in violation of Article 8.

11.05 It will not be a violation of this Agreement for the Employer to shut down a job, or a portion thereof, because, in the Employer's judgment, there exists an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked or for standby time requested by the Employer.

ARTICLE 12
WAGES, HOURS, AND WORKING CONDITIONS

12.01 Wages, Rates and Fringe Benefits.

a. All employees covered by this Agreement shall be classified in accordance with Alaska Statute Title 36, Public Contracts. This shall be applicable to all contractors and subcontractors.

b. The Employer shall make contributions to the established fringe benefit funds in the amounts designated in the appropriate Union agreement and its Schedule A.

c. When the Employer(s) contribute(s) fringe benefit payments into local, regional, or national trust funds, the Employer agrees to be bound to all lawful terms and conditions of such trust agreements, and all amendments thereto.

12.02 Workweek and Workday

a. Regular Workweek and Workday. The regular workweek shall be five consecutive days falling within Monday through Saturday. Where a single shift is worked, the regular workday shall be eight consecutive hours between 6:00 a.m. and 6:00 p.m., exclusive of a meal period of not less than one-half hour. Nothing herein shall preclude the employer from scheduling any workday in excess of eight hours or a workweek in excess of forty hours. The Employer shall determine and establish the work starting times at any time between 6:00 a.m. and 8:00 a.m. All work performed before the regular starting time or after eight consecutive hours shall be paid at the regular overtime rate, except that under conditions beyond the control of the parties to this Agreement (such as concrete paving, concrete pouring, asphalt and road oiling work) or on work requiring special crews, or when the job or weather conditions warrant, the work starting time shall be mutually arranged to fit such conditions without penalty or premium payment. Other starting times, including staggered starting times, may be mutually agreed upon by the parties without premium pay.

b. Four-Ten Hour Workweek (4-10's) With notification to the employees prior to the end of their workweek, the Employer may schedule, with the consensus of the majority of the crew, a workweek of four (4) consecutive ten (10) hour workdays between Monday and Saturday within the standard starting times as stated in 12.01 (a) at the straight time rate of pay. Any work in excess of ten (10) hours on scheduled workdays shall be paid at the overtime rate of pay, and overtime shall be paid for any hours in excess of forty (40) in any workweek.

12.03 Meal Period. The Employer will schedule a meal period of not less than one-half hour, or more than one hour's duration at approximately the mid-point of the scheduled shift regardless of such shift duration (8, 10, or 12 hours). The Employer shall make an earnest effort not to work employees six hours without a meal period. If the Employer finds it is necessary to work employees beyond six hours without a meal period, the employees shall be allowed a later meal period, and it shall be considered time worked and paid for at the proper overtime rate.

12.04 Overtime.

a. All work performed in excess of eight consecutive hours in any one day or forty hours in any one workweek shall be paid at one and one-half times the straight time rate of pay. Saturday worked as the sixth day or Saturday worked following a holiday in any one workweek shall be paid at one and one-half times the straight time rate of pay. Employees shall be paid in accordance with the appropriate Union agreement and its Schedule A for all work performed on recognized holidays and Sundays.

b. When a shift is started at the basic rate or at the appropriate overtime rate applicable on that day, it shall be completed at that rate. There will be no restrictions upon the Employer's scheduling of overtime or the non-discriminatory designation of employees that shall be worked. There will be no pyramiding of overtime.

12.05 Holidays.

a. Recognized holidays shall be:

New Year's Day
Presidents' Day
Memorial Day (observed on the last Monday in May)
Fourth of July
Labor Day
Veteran's Day (observed on November 11)
Thanksgiving Day
Christmas Day

The holidays will be observed as set forth on the calendar.

b. All holidays, with the exception of Labor Day, may be worked. No work may be performed or scheduled on Labor Day unless an emergency situation exists.

12.06 Shift Work.

a. Shift work may be performed at the option of the Employer. The Employer shall have the sole right to establish the starting time and duration of a shift, to designate the craft or crafts performing work on a shift basis on the Project or any portion thereof, and to determine the number of employees required. Any time worked in excess of the regular shift shall be paid for at the normal overtime rate. The meal period provisions of Section 4 of this Article shall apply to both shifts.

b. On two- or three-shift operations, the work starting time for the first shift will not be established earlier than 5:00 a.m., unless an earlier starting time is mutually agreed upon. If an earlier starting time is established without such mutual consent, overtime for those hours earlier than 5:00 a.m. will be paid. When an employee is moved from one shift to another, they shall be allowed a minimum of eight consecutive hours off duty before they are required to begin work on the shift. An employee not having an eight-hour break between shifts shall be paid the overtime rate until such time as they receive an eight-hour break.

c. Employees shall remain at their designated place of work until quitting time. The parties endorse the policy of a fair day's work for a fair day's wage.

d. Scheduling and premium pay for two- or three-shift operations shall be in accordance with the appropriate local Union agreement and its Schedule A.

e. When two or three shifts are regularly established and the first or second shift cannot be worked due to conditions caused by weather, either shift may be worked in accordance with the applicable local Union agreement and its Schedule A.

12.07 Reporting Pay.

a. Any employee, applicant, or new hire who reports to work for a regular or assigned shift, and weather permitting, is not put to work, shall be paid two hours reporting time and shall remain at the job site for the two hours if required by the Employer.

b. An employee who starts to work shall be paid for not less than two hours, and if the employee works beyond two hours, the employee shall be paid for actual time worked. It shall be the Employer's prerogative whether or not to stop work.

c. Any employee who has completed a scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, shall receive overtime pay in accordance with the applicable local Union agreement and its Schedule A.

d. Any employee who leaves the job or work location of his or her own volition or is discharged for cause shall be paid only for the time worked.

12.08 Payday.

a. Wages will be paid weekly by check on a designated day during working hours and in no case shall more than five days be held back in any one payroll week. It is agreed that included with the check shall be a stub or statement showing hours, deductions, and hourly rates of pay, with the Employer's name and address clearly stated. It is further agreed that the check issued by any Employer on this project shall be bankable or cashable in Juneau without penalty to the employee.

b. It is understood and agreed, however, that when an employee is laid off, that employee's wages become due immediately and must be paid within the day of separation provided, however, that an Employee separated after 5:00 p.m., shall be given a check prior to noon of the following day. Employees who quit or who are discharged for cause shall be paid not later than the end of the first work day following separation. Where complete payroll information is not available and the check issued is less than the total amount due, a check for the balance shall be sent to the employee's local Union office. Should the Employer fail to comply with this provision, the employee will be entitled to eight hours pay at the straight time rate of pay for each day termination pay is delayed (excluding Saturdays, Sundays and holidays). Checks not picked up by the employee shall be delivered to the appropriate Union hall.

12.09 Travel and Subsistence. Travel, daily travel, subsistence, per diem, or zone pay are not required under the provisions of this Agreement.

12.10 Work and Conduct Rules. The Employer may promulgate and post rules and regulations governing the performance of work and conduct of employees at the work site. Failure to observe the posted rules and regulations by an employee shall be grounds for discipline, including discharge.

12.11 Foreman and General Foreman.

a. The selection of craft foreman and general foremen shall be the exclusive responsibility of the Employer. Foremen and general foremen shall take directions from authorized representatives of the Employer.

b. Craft foremen may be required to work at the trade.

c. General foremen may perform incidental work at the trade.

d. Craft and general foremen shall be paid at the applicable foremen rate.

All foremen shall have the authority and responsibility to terminate any employee working under their supervision who fails to satisfactorily, competently and diligently perform his or her assigned duties.

12.12 Hazard Pay. Refer to the applicable local Union agreement.

Pre-Job Conferences: It is understood that the Employer or subcontractors at all levels working under this Project Labor Agreement shall arrange a pre-job conference with the Unions prior to the commencement of their work. Foremen and general foremen shall take orders from authorized representatives of the Employer. One of the purposes of a pre-job conference will be to establish the scope of the work in the Employer's contract. A markup conference shall be required. Such conference will include presentation of information as available to the Employer regarding jurisdictional work assignments, starting date for the work, location of the project, duration of the job, estimated peak employment, and any other conditions deemed peculiar to the particular contract or subcontract, including a general description of the nature of the work to be performed and drawings and specifications, if available. The Employer will schedule and attend all pre-job conferences and markup meetings and participate in discussions as they pertain to the terms and conditions of the Agreement. This section may be waived by mutual agreement of the parties.

ARTICLE 13
PROTECTION OF PERSON AND PROPERTY

13.01 Employees must use diligent care to perform their work in a safe manner and to protect themselves, the environment, and the property of the Employer. Failure to do so may result in immediate dismissal. The Employer shall establish and post reasonable visitor, security, and safety rules to achieve this objective.

ARTICLE 14
APPRENTICES

14.01 The owner recognizes and acknowledges that there is a need for increased training and apprenticeship opportunities in the construction industry, and that a diverse and well-trained workforce is essential to the economic and social vitality of The City & Borough of Juneau and surrounding communities as well as across the state of Alaska.

14.02 Apprentices shall be utilized in accordance with the Local Union agreement and its Schedule A and applicable law. Apprentices shall be indentured in a program through their Local Union approved by the United States Department of Labor, Office of Apprenticeship Training, Employer Labor Services, (formerly the Bureau of Apprenticeship & Training).

14.03 The Employer shall ensure that not less than fifteen percent (15%) of the total labor hours worked under this Agreement on the Project are performed by apprentices referred to in Article and Section 14.02 above.

HELMETS TO HARDHATS

14.04 The Employer and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employer and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Employer agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 15
SAVINGS AND SEPARABILITY

15.01 In the event any section or provision of this Agreement shall be declared or held to be invalid or illegal by an authorized board or court of competent jurisdiction, only the part, section, provision, or the entire agreement so held or declared invalid or illegal shall forthwith cease to be of further force and effect, and in such event either party hereto may, upon not less than thirty days written notice to the other, have the right to open negotiations for the substitution of a new section, sections, or agreement consistent with the decision of the board or court. This agreement is governed by the laws of the State of Alaska and the City and Borough of Juneau. Jurisdiction for any legal dispute arising hereunder shall be in the Superior Court for the First Judicial District in Juneau.

ARTICLE 16
ENTIRE UNDERSTANDING

16.01 The parties agree that the total results of their bargaining are embodied in this Agreement and no party signatory hereto is required to render any performance not set forth in the working of this Agreement. This Agreement may be amended only by written agreement signed by the parties hereto.

ARTICLE 17
LEGAL COMPLIANCE

17.01 Nothing in this Agreement shall be interpreted to require or result in any violation of applicable federal or state laws or regulations.

ARTICLE 18
DURATION AND APPLICATION OF AGREEMENT; DECERTIFICATION

18.01 This Project Agreement shall be effective _____, 2012, and shall continue in full force and effect until completion of the Project. This Agreement applies only to this Project. Nothing in this Agreement shall be construed to limit the ability of employees through the voting process to decertify representation by one or more Unions in accordance with state and federal law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year above written.

Employer Date _____

President, Juneau & Vicinity Building & Construction Trades Date _____

International Brotherhood of Teamsters, Local 959 Date _____

International Union of Operating Engineers, Local 302 Date _____

Carpenters Local 2247 Date _____

International Association of Bridge Structural &
Ornamental Iron Workers, Local 751 Date _____

Laborers International Union of North America, Local 171 Date _____

U.A. Local 262, Plumbers and Pipefitters Date _____

International Brotherhood of Electrical Workers, Local 1547 Date _____

International Union of Painters & Allied Trades, Local 1959 Date _____

Operative Plasterers & Cement Masons, Local 867 Date _____



SECTION 002 - NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

**JNU Runway Safety Area Improvements, Phase 2A
Contract No. E12-240**

The Contract Documents may be obtained at the CBJ Engineering Department, 3rd Floor Marine View Center, upon non-refundable payment of **\$175.00** for a hard copy of the bid documents 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 ENGINEER, **at the Juneau International Airport in the Alaska Room at 10:00 a.m. on June 19, 2012.** The object of the conference is to acquaint Bidders with the bid documents and site conditions. Conference call capability will be available for the Pre-Bid meeting. Proposers intending to participate via conference call shall notify Janet Sanbei, Contract Specialist in the CBJ Engineering Contracts Division, at (907) 586-0480, or janet_sanbei@ci.juneau.ak.us by 4:30 p.m., June 18, 2012.

DESCRIPTION OF WORK. The base-bid project consists of relocating the thresholds for Runways 08 and 26; relocating Taxiways B and G; revising Taxiway E; revising lighting and signing to accommodate the new thresholds and taxiways; installing all new runway signs; grading and capping the west, east, and lateral runway safety areas; grading and capping the northwest development area; reconstructing the North Seaplane Base road; removing the "thumb" on the west bank of the Mendenhall River; and installing duct banks and vaults for future FAA navigational aides at both ends of the runway. An additive alternate to the project consists of constructing "wigwags" and runway guard lights at runway/taxiway intersections; rehabilitating the South Seaplane Base road; and constructing a Pavement Sensor System for Runways 08 and 26.

COMPLETION OF WORK. Substantial completion shall be September 30, 2013, with order of precedence as shown on Sheet 67, "Construction Staging Schedule, Notes."

DEADLINE FOR BIDS: Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on July 6, 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 002 - 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: E12-240	B I D
	SUBJECT: JNU Runway Safety Area Improvements, Phase 2A	
	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 Juneau International Airport (JNU), 1873 Shell Simmons Drive, Juneau, Alaska.

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
Telephone: (907) 586-0873
Fax: (907) 586-0897
Email address: jennifer_mannix@ci.juneau.ak.us

DBE GOAL. The Disadvantaged Business Enterprise goal for this project is 5.8%.

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

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

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for a period of 120 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 120 Days.

SECTION 002 - NOTICE INVITING BIDS

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

OWNER: City and Borough of Juneau, Juneau International Airport

By: 
Jennifer Mannix, Contract Administrator

6/4/12
Date

END OF SECTION



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

SECTION 003 REQUIRED DOCUMENTS

Federal-Aid Contracts

REQUIRED FOR BID. Bids will not be considered if the following documents are not completely filled out and submitted at the time of bidding:

1. **Bid Form**
2. **Bid Schedule**
3. **Bid Security**
4. **Bidder Registration - Contractor**
5. Any bid revisions must be submitted by the bidder prior to bid opening on the following form:
Bid Modification

REQUIRED AFTER NOTICE OF APPARENT LOW BIDDER. The apparent low bidder is required to complete and submit the following document within 5 working days after receipt of written notification:

1. **Subcontractor List**
2. **Bidder Registration for each Subcontractor**

REQUIRED FOR AWARD. In order to be awarded the contract, the successful bidder must completely fill out and submit the following documents within the time specified in the intent to award letter:

1. **Project Agreement**
2. **Payment Bond**
3. **Performance Bond**
4. **Certificate of Insurance** (from carriers for Contractor)
5. **EEO-1 Certification , EEO Signature Page, EEO Estimated Employment Profile, and EEO Notice to Labor Unions, Minority/Women Organizations**
6. **DBE Utilization Report**
7. **Buy American Certificate**

SECTION 004 - BID

BID TO: THE CITY AND BOROUGH OF JUNEAU, JUNEAU INTERNATIONAL AIRPORT

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner on the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled

JNU Runway Safety Area Improvement, Phase 2A Contract No. E12-240

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

Addenda No.	Date Issued	Addenda No.	Date Issued

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

SECTION 00300 - BID

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

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

END OF SECTION

SECTION 005 - BID SCHEDULE

BASE BID

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
D-701a(1)	CPP Smooth Interior Pipe, 12 inch	LF	735	Lump	Sum		
G-100a	Mobilization and Demobilization	LS	ALL REQ'D	Lump	Sum		
G-135a	Construction Surveying by the Contractor	LS	ALL REQ'D	Lump	Sum		
G-135b	Extra Three Person Survey Party	HR	36				
G-150a	Equipment Rental, Dozer (minimum 70 HP)	HR	29				
G-200a	Contractor Quality Control Program	LS	ALL REQ'D	Lump	Sum		
G-300a	CPM Scheduling	LS	ALL REQ'D	Lump	Sum		
G-700a	Airport Flagger	CS	ALL REQ'D	Contingent	Sum	\$ 30,000	00
G-705a	Watering for Dust Control	M-GAL	1,800				
G-710a	Highway Traffic Maintenance	LS	ALL REQ'D	Lump	Sum		
L-100b	Regulator, L-829	EA	9				
L-100c	High Intensity Runway Edge Light, L-862	EA	10				
L-100e	Taxiway Edge Light, L-861T	EA	100				
L-100f	Wind Cone Handhole, L-867, Size D	EA	2				
L-100g	Primary Handhole, L-868, Size B	EA	45				
L-100h	Remove Existing Airport Electrical	LS	ALL REQ'D	Lump	Sum		
L-100i	Flush Runway Centerline Light, L-850A	EA	25				
L-100k	Flush Runway Edge and Threshold Light, L-850C or L-850D	EA	19				
L-100n	Airport Sign, Type L-858	EA	22				
L-100r	Temporary Runway Lighting System	LS	ALL REQ'D	Lump	Sum		
L-100ap	Spare Parts	LS	ALL REQ'D	Lump	Sum		
L-107a	L-806 8-foot Lighted Wind Cone, in place	EA	1				
L-107b	L-807 12-foot Lighted Wind Cone, in place	EA	1				
L-107c	Remove Existing Wind Cones	LS	ALL REQ'D	Lump	Sum		
L-108a	Underground Cable 6 AWG, copper, 5 kV FAA type "B", L-824	LF	34,000				

COMPANY NAME: _____

SECTION 005 - BID SCHEDULE

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
L-108b	Underground Cable, No. 6 AWG, copper, 5 kV FAA type "B", L-824	LS	ALL REQ'D	Lump	Sum		
L-108c	No. 8 XHHW, 600V, Copper Conductor (Ground and Wind Cone Power)	LF	38,000				
L-109b	Electrical Enclosure and Foundation in Place	EA	1				
L-110a	2-1/8 inch Rigid Steel Conduit	LF	3,200				
L-110b	3 inch Rigid Steel Conduit	LS	ALL REQ'D	Lump	Sum		
L-110d	3-inch PVC Conduit	LS	ALL REQ'D	Lump	Sum		
L-110g	2-inch PE Conduit	LF	15,500				
L-127a	Airfield Lighting Controls and Monitoring System (ALCMS)	LS	ALL REQ'D	Lump	Sum		
L-132a	Rwy 08 MALSR Light Bases, Conduit, and Handholes	LS	ALL REQ'D	Lump	Sum		
L-132b	Rwy 08 VASI, RVR, JAWS Conduit, Handholes	LS	ALL REQ'D	Lump	Sum		
L-132d	Rwy 26 FAA PAPI Conduit and Handholes	LS	ALL REQ'D	Lump	Sum		
L-132e	Rwy 26 JAWS Conduit and Handholes	LS	ALL REQ'D	Lump	Sum		
L-145a	Standby Generator, Transfer Switch and Enclosure	LS	ALL REQ'D	Lump	Sum		
P-152a	Unclassified Excavation	CY	58,000				
P-152ag	Ditch Linear Grading	LF	150				
P-152aj	Mendenhall Thumb Removal	LS	ALL REQ'D	Lump	Sum		
P-154b	Subbase Course	TON	31,450				
P-157a	Erosion, Sediment and Pollution Control Administration	LS	ALL REQ'D	Lump	Sum		
P-157c	Temporary Erosion, Sediment and Pollution Control	CS	ALL REQ'D	Contingent	Sum	\$ 300,000	00
P-157e	Erosion, Sediment and Pollution Control Price Adjustment	CS	ALL REQ'D	Contingent	Sum	\$ 35,000	00
P-160a	Excavation of Pavement (AC)	SY	35,475				
P-165a	Removal of Structures	LS	ALL REQ'D	Lump	Sum		
P-185a(4)	Primary Armor Stone, Class C (1.05 ton)	TON	2,700				
P-209a	Crushed Aggregate Base Course	CY	18,700				

COMPANY NAME: _____

SECTION 005 - BID SCHEDULE

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
P-209c	2-inch Minus Shot Rock with Base Course	CY	4,300				
P-209d	2-inch Minus Shot Rock	CY	39,000				
P-401a	Hot Mix Asphalt Type II, Class B	TON	14,975				
P-401b	Hot Mix Asphalt Price Adjustment	CS	ALL REQ'D	Contingent	Sum	\$ 157,237	50
P-401c	Asphalt Cement, PG 52-28	TON	830				
P-603a	Tack Coat, STE-1	TON	70				
P-620c	Runway and Taxiway Painting	LS	ALL REQ'D	Lump	Sum		
P-620e	Painted Marking Removal	SF	134,400				
P-620f	Roadway Painting	LS	ALL REQ'D	Lump	Sum		
P-621b	Saw Cut Grooves	LS	ALL REQ'D	Lump	Sum		
P-640b	Segemented Circle (Panel-Type)	LS	ALL REQ'D	Lump	Sum		
P-661a	Standard Sign	SF	10				
P-670a	Hazard Marker Barrier, Plastic	EA	65				
P-671a	Runway Closure Marker, [Temporary Illuminated Panel]	EA	2				
P-680a	Silt Fence	LF	1,000				
P-681b	Geotextile, Stabilization	SY	2,200				
T-901i	Seeding	SY	11,000				
T-905a	Topsoiling	SY	11,000				
T-908a	Mulching	SY	11,000				
U-500c	Runway 08 FAA MALSR Building Electrical Service	LS	ALL REQ'D	Lump	Sum		
U-500d	Runway 08 FAA MALSR Building Telephone Service	LS	ALL REQ'D	Lump	Sum		
U-500e(1)	Midfield FAA JAWS Electrical Service	LS	ALL REQ'D	Lump	Sum		
U-500e(2)	Runway 26 MALSR Building Electrical Service	LS	ALL REQ'D	Lump	Sum		
U-500f	CCR Vault Electrical Service	LS	ALL REQ'D	Lump	Sum		
U-500g	CCR Vault Telephone Service	LS	ALL REQ'D	Lump	Sum		

TOTAL BASE BID

COMPANY NAME:

SECTION 005 - BID SCHEDULE

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
Additive Alternate No. 1							
D-701a(1).1	CPP Smooth Interior Pipe, 12 inch	LF	60				
L-100m.1	Complete Runway Guard Lighting System	LS	ALL REQ'D	Lump	Sum		
L-130a.1	Surface Sensor System	LS	ALL REQ'D	Lump	Sum		
P-152a.1	Unclassified Excavation	CY	850				
P-161b.1	Recycled Asphalt Pavement	CY	2,190				
P-208c.1	Crushed Aggregate Surface Course	TON	250				
P-209d.1	2-inch Minus Shot Rock	CY	450				

TOTAL ADDITIVE ALTERNATE NO. 1 BID _____

COMPANY NAME: _____

SECTION 006 - 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, JUNEAU
INTERNATIONAL AIRPORT** hereinafter called
"OWNER," in the sum of _____
_____ dollars, (not less than five percent of the total amount of the Bid) for
the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

**JNU RUNWAY SAFETY AREA IMPROVEMENTS, PHASE 2A
Contract No. E12-240**

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 General Contract Provisions
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



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT
DBE Program

SECTION 007
BIDDER REGISTRATION

All firms submitting bids or quotes on City and Borough of Juneau/Juneau International Airport projects must register annually. Complete this form for each contractor and subcontractor.

Name of Firm: _____

Street Address: _____

Mailing Address: _____

Telephone Number: _____ Fax number: _____

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

Is this firm a (check all that apply):

Prime Contractor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Subcontractor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Identify specialty: _____
Service Provider?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Identify service: _____
Material Supplier?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Identify material: _____
Manufacturer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Identify product: _____
Certified DBE?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If so, by whom? _____
			<input type="checkbox"/> DOT&PF
			<input type="checkbox"/> Municipality of Anchorage
			<input type="checkbox"/> Other _____
			Name of Organization _____

Type of contracts/proposals bid by the firm:

☐ Highways ☐ Airports ☐ Mass Transit
☐ Other (specify) _____

Firm's gross annual receipts:

☐ < \$500,000
☐ \$500,000 - \$999,999
☐ \$1,000,000 - \$4,999,999
☐ \$5,000,000 - \$9,999,999
☐ \$10,000,000 - \$16,999,999
☐ > \$17,000,000

Send this completed form to:
City and Borough of Juneau
Engineering Dept., Contract Administrator
155 South Seward Street
Juneau, Alaska 99801

If you have any questions, please call (907) 586-0873.



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

SECTION 008 BID MODIFICATION FORM

**Juneau International Airport Runway Safety Area Improvements Project, Phase 2A,
Contract No. E12-240**

AIP No. 3-02-0133-056-2012

- 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.



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

SECTION 008 BID MODIFICATION

Juneau International Airport Runway Safety Area Improvements Project, Phase 2A Contract No. E12-240

AIP No. 3-02-0133-056-2012

Modification Number: _____

PAY ITEM NO.	PAY ITEM DESCRIPTION	REVISION TO UNIT BID PRICE +/- (leave blank for Lump Sum Pay Items)	TOTAL INCREASE OR DECREASE (indicate +/-)

TOTAL REVISION: \$ _____

Modification page ____ of ____

Name of Bidding Firm

Responsible Party Signature

Date

This form may be duplicated if additional pages are needed.

SECTION 009 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

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

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

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

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name

COMPANY

SECTION 009 - 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 010 - AGREEMENT

THIS AGREEMENT is between the City and Borough of Juneau, Juneau International Airport (hereinafter called Owner) and _____ (hereinafter called Contractor) Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete the WORK as specified or as indicated under the Bid Schedule of the Owner's Bid Documents entitled **Contract No. E12-240, named JNU Runway Safety Area Improvements, Phase 2A.**

The base-bid project consists of relocating the thresholds for Runways 08 and 26; relocating Taxiways B and G; revising Taxiway E; revising lighting and signing to accommodate the new thresholds and taxiways; installing all new runway signs; grading and capping the west, east, and lateral runway safety areas; grading and capping the northwest development area; reconstructing the North Seaplane Base road; removing the "thumb" on the west bank of the Mendenhall River; and installing duct banks and vaults for future FAA navigational aides at both ends of the runway. An additive alternate to the project consists of constructing "wigwags" and runway guard lights at runway/taxiway intersections; rehabilitating the South Seaplane Base road; and constructing a Pavement Sensor System for Runways 08 and 26.

The WORK to be paid under this contract shall include the following: Base Bid as and all Alternates as shown in Section 005 - Bid Schedule.

ARTICLE 2. CONTRACT COMPLETION TIME.

Substantial completion shall be September 30, 2013, with order of precedence as shown on Sheet 67, "Construction Staging Schedule, Notes."

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 the Contract Documents. 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 **\$3,000** for each Day that expires after the completion time specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule. The Contractor agrees to accept as full and complete payment for all WORK to be done in this contract for: **Contract No. E12-240, named JNU Runway Safety Area Improvements, Phase 2A,** those Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

SECTION 010 - AGREEMENT

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

ARTICLE 6. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between Owner and Contractor concerning the WORK consist of this Agreement and all other sections listed in the Table of Contents of the Contract Documents, as modified by Addenda.

ARTICLE 8. MISCELLANEOUS.

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.

SECTION 010 - AGREEMENT

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement to be executed on the date listed below by Owner.

Owner:

City and Borough of Juneau,
Juneau International Airport

(Signature)

By: Jeannie Johnson, Airport Manager
(Printed Name)

Date: _____

Owner's address for giving notices:

1873 Shell Simmons Drive, Suite 200

Juneau, Alaska 99801

907-789-7821 907-789-1227
(Telephone) (Fax)

Contractor:

(Company Name)

(Signature)

By: _____
(Printed Name, Authority or Title)

Contractor Signature Date: _____

Contractor's address for giving notices:

(Telephone) (Fax)

(E-mail address)

Contractor License No. _____

SECTION 010 - 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 010 - 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 010 - 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 011 - 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, JUNEAU INTERNATIONAL AIRPORT,
JUNEAU, ALASKA hereinafter called "OWNER," (Owner)
(City and State)

for the penal sum of _____

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

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

JNU Runway Safety Area Improvements, Phase 2A Contract No. E12-240

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 011 - PAYMENT BOND

**JNU Runway Safety Area Improvements, Phase 2A
Contract No. E12-240**

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.

END OF SECTION

SECTION 012 - 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, JUNEAU INTERNATIONAL AIRPORT,
JUNEAU, ALASKA hereinafter called "OWNER," (Owner)
(City and State)

for the penal sum of _____

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

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

JNU Runway Safety Area Improvements, Phase 2A Contract No. E12-240

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 012 - PERFORMANCE BOND

**JNU Runway Safety Area Improvements, Phase 2A
Contract No. E12-240**

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.

END OF SECTION



SECTION 014
FEDERAL EEO BID CONDITIONS

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS FOR ALL NON-EXEMPT FEDERAL AND FEDERALLY-ASSISTED CONSTRUCTION
CONTRACTS TO BE AWARDED IN THE STATE OF ALASKA**

1. Definitions. As used in these specifications:
 - a. **“Covered area”** means the geographical area described in the solicitation from which this contract resulted;
 - b. **“Employer identification number”** means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - c. **“Minority”** includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and which is set forth in the solicitations from which this contract resulted.
3. The Contractor will submit in writing verification that the **EEO** Officer, project supervisor/foreman or other designated personnel responsible for civil rights have satisfactorily completed the Department’s Civil Rights Training module, or will present assurances that training will be completed within three (3) months of the Preconstruction Conference.
4. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the DOL in the covered area, either individually or through an association, its affirmative action obligations on all work in the Plan area shall be in accordance with that Plan for those trades that have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the **EEO** clause, and to make good faith effort to achieve an equal representation of minority and female employment under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors in an approved Plan does not excuse any covered Contractor’s or subcontractor’s failure to make good faith efforts to achieve the Plan.
5. The Contractor shall implement the specific affirmative action standards provided in paragraphs 6(a) through 6(p) of these specifications.

6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Civil Rights Office's Contract Compliance Officer when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 6(b) above.
 - f. Disseminate the Contractor's **EEO** policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its **EEO** obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company **EEO** policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's **EEO** policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, general foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
 - h. Disseminate the Contractor's **EEO** policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's **EEO** policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the **EEO** policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-used toilet, necessary changing facilities and necessary sleeping facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulations of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's **EEO** policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 6(a) through 6(p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any or more of its obligations under 6(a) through 6(p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual **EEO** obligations, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 8. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation if a particular group is employed in a substantially disparate manner.
 9. The Contractor shall not use the equal employment or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 10. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts.

11. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 6(a-p) above, so as to achieve maximum results from its efforts to ensure equal employment opportunities.
12. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company **EEO** policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainees, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
13. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).
14. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
15. **EEO/AA** obligations are applicable to all of the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. The hours on minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of equalizing minority and female employment percentages shall be a violation of the contract. Compliance with equal minority and female employment utilization will be measured against the total work hours performed. (What does this mean (equal) in the context of this sentence?)
16. The Contractor shall provide written notification to the Department, for all subcontracts documents as follows: the name, address and telephone number of subcontractors and their employer identification number; the estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontracts; and the geographical area in which the contract is to be performed. This written notification shall be required for all construction subcontracts in excess of \$10,000 at any tier for construction work under the contract resulting from this project's solicitation.
17. As used in the **Bid** Notice, and in the contract resulting from this project's solicitation, the "covered area" is the State of Alaska.



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

SECTION 014
EEO FORMS
EEO-1 CERTIFICATION
Federal-Aid Contracts

Juneau International Airport Runway Safety Area Improvements, Phase 2A, Contract No. E12-240
AIP No. 3-02-0133-056-2012

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

PLEASE CHECK APPROPRIATE BOXES

The ☐ Bidder ☐ Proposed Subcontractor hereby CERTIFIES:

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

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

☐ NO (go to PART B)

☐ YES (go to PART C)

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

The Joint Reporting Committee
P.O. Box 779
Norfolk, Virginia 23501

Telephone number: (757) 461-1213

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

☐ NO

☐ YES

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

PART C.

Signature of Authorized Company Representative

Title

Company Name

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

()

Date

Phone Number



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

**SECTION 014
EEO FORMS
EEO SIGNATURE PAGE**

**Juneau International Airport Runway Safety Area Improvements, Phase 2A, Contract No. E12-240
AIP No. 3-02-0133-056-2012**

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

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

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

Firm _____ Capacity: Prime ☐ Sub ☐

Type of Work _____ Employer ID No. _____

Estimated Start Date _____ Estimated Finish Date _____

Contract or Subcontract Amount \$ _____ Agreement Date _____

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Firm's DBE Officer _____

Firm's EEO Officer _____

Street Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

SECTION 014
EEO FORMS
EEO ESTIMATED EMPLOYMENT PROFILE

Juneau International Airport Runway Safety Area Improvements, Phase 2A, Contract No. E12-240
AIP No. 3-02-0133-056-2012

Firm: _____ Prepared By: _____

In response to the Notice of Intent to Award letter, **the prime contractor and each subcontractor must submit a complete profile.** *The tradeworker goals for this project are provided in the summary of goals on page 1 of this Section.*

Total Number of Employees to Work on Project: Male _____ Female _____
Projected Tradeworker Hours¹: Male _____ Female _____
Total Number of Minorities to Work on Project: Male _____ Female _____
Projected Minority Tradeworkers Hours²: Male _____ Female _____
Projected Tradeworker Goal Attainment³: Minority _____% Female _____%

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

Trade⁴ Asian-Indian Asian-Pacific Black Hispanic Native White

Crew Supervisor⁵ _____

Apprentices or Trainees _____

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

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

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

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

⁵Example:

Trade	Asian-Indian	Asian-Pacific	Black	Hispanic	Native	White
Crew Supervisor	1M					
Piledriver				2M	1F	
Apprentice (Operating Engineer)			1M			



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

**SECTION 014
EEO FORMS
EEO NOTICE TO LABOR UNIONS,
MINORITY/WOMEN ORGANIZATIONS**

**Juneau International Airport Runway Safety Area Improvements, Phase 2A, Contract No. E12-240
AIP No. 3-02-0133-056-2012**

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

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

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

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

(Firm)

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

⇓ To be completed by labor union or other organization ⇓

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

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

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

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

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



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

SECTION 015
REQUIRED CONTRACT PROVISIONS
for

FEDERAL-AID (FAA) CONSTRUCTION CONTRACTS

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I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the Contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of these Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any

of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States, or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION (Applicable to all Federal-aid construction contracts and to all related subcontracts over \$2,000)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the City and Borough of Juneau/Juneau International Airport (JNU) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the JNU contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment.

Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor shall promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor shall inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor shall assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor shall use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's

association acting as agent shall include the procedures set forth below:

a. The contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor shall use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor shall obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to JNU and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify JNU.

8. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor shall use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from the Alaska Department of Transportation and Public Facilities website at <http://www.dot.state.ak.us/cvlrts/directory.shtml>.

c. The contractor shall use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of

three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of JNU and the U.S. DOT.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to JNU each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES (Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO Provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, or national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

3. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to the award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGES

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which may be located at <http://labor.state.ak.us/lss/forms/pamp600-040112.pdf> (not attached) and the State of Alaska General Decision Number AK080001 04/17/2009 AK1 and State of Alaska General Decision Number AK080004 02/08/2008 AK4 which are attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The JNU contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The JNU contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the JNU contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the JNU contracting officer to the U.S. Department of Labor, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the JNU contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the JNU contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the JNU contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the JNU contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the JNU contracting officer or will notify the JNU contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U. S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has

received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers: Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT): Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding: JNU shall, upon its own action or upon written request of an authorized representative of the DOL, withhold or cause to be withheld from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on

the site of the work, all or part of the wages required by the contract, the JNU contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such work week unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation: Liability for Unpaid Wages: Liquidated Damages: Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible therefor shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages: JNU shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3): The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers,

mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish each week in which any contract work is performed to JNU resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers described in Section IV, paragraphs 4 and 5 and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402 or the Government Bookstore, 915 Second Avenue, Seattle, WA 98174. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid in full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this section V available for inspection, copying, or transcription by authorized representatives of JNU, the U.S. DOT, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, JNU, the U.S. DOT, DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORDS OF MATERIALS, SUPPLIES, AND LABOR (Applicable to highway contracts)

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR Part 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on the Form FHWA-47.

c. Furnish, upon the completion of the contract, to the JNU resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the JNU. Specialty items may be performed by subcontract and the amount of any such specialty items so performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR Part 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of this Section VII is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as JNU contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of JNU contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after JNU is assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract, the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the JNU contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. Title 18, United States Code, Section 1001, states:

“Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.” (June 25, 1948, ch. 645, 62 Stat. 749.)

To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all personnel concerned with the project:

* * * * *

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020, reads as follows:

“Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

“Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

“Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916 (39 Stat. 355), as amended and supplemented;

“Shall be fined not more than \$10,000 or imprisoned not more than 5 years, or both.”

* * * * *

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid, or the execution of this contract or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR Part 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the JNU of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraphs 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:** (Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant

knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs” (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “primary covered transaction,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participation in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion—
Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

**XII. CERTIFICATION REGARDING USE OF
CONTRACT FUNDS FOR LOBBYING** (Applicable to all
Federal-aid construction contracts and to all related
subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

* * * * *

XIII. Veteran's Preference (Applicable to all Federal-aid
construction contracts and to all related subcontracts)

1. In the employment of labor (except executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference shall apply only where the individuals are available and qualified to perform work to which the employment relates.



SECTION 016 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

This information will assist you in meeting the CBJ/JNU's Disadvantaged Business Enterprise (DBE) requirements. For simplicity, many of the regulations have been paraphrased; however, the actual laws apply and are incorporated by reference.

The CBJ/JNU shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. CBJ shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts.

The CBJ/JNU's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the CBJ of its failure to carry out its approved program, USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The CONTRACTOR, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

The CONTRACTOR agrees to pay each Subcontractor under this Contract for satisfactory performance of its contract no later than 8 days from the receipt of each payment the CONTRACTOR receives from the CBJ. Payment shall not be delayed or withheld from any Subcontractor without prior written approval from the CBJ Project Manager. The CONTRACTOR agrees further to return retainage payments to each Subcontractor within 8 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of OWNER. This clause applies to both DBE and non-DBE Subcontractors.

The CONTRACTOR agrees to comply with AS 36.90.210.

General Requirements. For your Bid to be considered or your Contract approved, all Bidders, CONTRACTORS, and Subcontractors must:

- complete the Bidder's Registration Form for the CONTRACTOR
- comply with the CBJ's DBE requirements;
- review applicable regulations, (49CFR Part 26);
- use good faith efforts in soliciting and achieving DBE participation; and
- complete the DBE Utilization Report.

Summary of Goals. At least 5.8% of the value of this contract must go to Disadvantaged Business Enterprises.

For assistance with DBE requirements, contact the Contract Administrator (907)586-0873. The office is located in the Engineering Department of the City and Borough of Juneau, 155 South Seward Street, Juneau, Alaska 99801, FAX: (907) 586-0897.

A. Who is eligible as a DBE? To qualify as a DBE, the firm must meet the federal eligibility requirements of 49 CFR 26. This means the firm must be **small, independent and at least 51% owned by minorities, women, or disadvantaged persons. The qualifying owner must control the business enterprise's day-to-day operations.**

The proposed DBE must be certified by the State of Alaska DOT&PF at the time of the bid opening

The DBE may act as a prime CONTRACTOR, Subcontractor, joint venture partner, or supplier. To be counted toward a goal the DBE must perform a commercially useful function (see D of this section).

B. DBE % Goals. To calculate the minimum dollar value for DBE participation, multiply the total contract bid price (including additives or alternates, if any) by the goal percentage.

C. How to obtain DBE participation. Prior to the scheduled pre-bid conference, solicit DBE participation to meet the goal, even if your firm is capable of doing all the work. Prior to bid opening, you must meet the goal or prove good faith efforts to meet the DBE goal. Good faith efforts include, but are not limited to the following:

- Advertise subcontracting opportunities in newspapers, trade publications and minority-focus media. Contact local minority organizations and other agencies that recruit and place DBEs. (Organization contact lists are available upon request.)
- Review and use the directories of certified DBEs available from the State of Alaska Department of Transportation and Public Facilities Civil Rights Office. Contact them at (800) 770-6236.
- Solicit DBEs in Juneau, Southeast Alaska, Alaska, and if necessary in the Pacific Northwest and other areas. You are encouraged to use Juneau-area DBE firms when possible.
- Contact specific DBEs in writing, giving enough time for effective participation. Follow-up initial contacts. Execute subcontracts in a timely manner.
- Break down contracts into units that allow DBE participation and will increase your ability to meet the goals. This may include portions of work normally reserved for your firm.
- Negotiate in good faith with DBEs for specific sub-bids. Do not reject them as unqualified without a thorough investigation of their capabilities. Bids by DBEs must only be **reasonable**, not low. A reasonable price is one that would be accepted if it were the only offer.
- Either waive the requirements or help DBEs to obtain bonding, credit lines or insurance.
- Provide DBEs with information about the plans, specifications and requirements of the contract.
- Attend the pre-bid conference to review DBE and EEO requirements.

D. How to count DBE participation. The goal for DBE participation must be met, even if you can perform the entire contract. If your firm is a DBE, you will be credited for that portion of the contract for which you perform a commercially useful function and that portion subcontracted to other disadvantaged firms. For example, if a DBE prime CONTRACTOR proposes to perform 60% of a Project quoted at \$500,000.00 and subcontracts 20% to a majority firm and 20% for another DBE, participation will be **80%** for DBEs in the project (60 + 20) or \$400,000.00.

Joint Venture. You may submit a joint venture bid with a DBE for the construction services required in the plans and specifications. The DBE partner must already be certified by the ADOT&PF. The portion of the total dollar value of a contract equal to the percentage of the ownership, control and performance of work by the DBE

partner in the joint venture agreement will count toward goal attainment. Where the percentage differs for these three elements, participation shall be measured by the percentage of work performed by the DBE partner. For example, if a joint venture proposes to perform 100% of a project quoted at \$500,000, and 40% of the work is performed by the DBE partner, participation will be credited as 40% of the work or \$200,000. Another typical example would be the same joint venture proposing to perform 80% of a project quoted at \$500,000, and 20% of the ownership, control, and work performance by the DBE partner in the joint venture, with the remaining 20% of the contract performed by another majority firm; so that DBE participation would be credited at \$80,000 or 16% of the total contract work.

Negotiated or Competitively Bid Subcontracts. You must solicit DBE participation for meaningful portions of the work. You may use the competitive bid method for DBE participation, however, do not rely solely on this process to utilize disadvantaged firms. You may also negotiate for DBE participation, keeping in mind that DBE bids need only be reasonable to be considered. If the goal is not met, the City evaluates the low bidder's good faith efforts. Typically, the value of subcontracts with DBEs count 100% towards goals, (see below).

Regular Dealers or Suppliers and Manufacturers. You may count 60% of the cost to a DBE supplier (or regular dealer) who performs a commercially useful function in the supply process. If the supplier is also a manufacturer, or substantially alters the goods before resale, you may count 100% of the cost. Brokers and packagers shall not be regarded as manufacturers, regular dealers, or suppliers.

- A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONTRACTOR.
- A supplier (or regular dealer) is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a supplier, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A supplier in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

Other DBE Services. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials or supplies, provided that the fee is determined by the OWNER to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Substitution. A DBE Subcontractor may only be replaced for failure to perform. You must make a good faith effort to use another certified DBE. You must get the City Engineer's written approval before replacement.

Commercially Useful Function. The DBE must perform a commercially useful function. This means the DBE is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. The DBE may not, without prior approval: subcontract out portions of its work, act as an employee of another CONTRACTOR on the project, or allow another CONTRACTOR to coordinate its paperwork, employees, supplies, equipment, etc. Both the DBE and the CONTRACTOR involved may be liable, if the DBE is not used as an independent CONTRACTOR, or their role results in artificially inflated goal attainment.

E. If you cannot meet the goal: *"Good Faith Efforts" are compared to those a competitor actively and aggressively seeking to meet the goals would make.* The type, quantity, and intensity of your efforts are considered. Pro forma or other efforts which could not reasonably be expected to meet the goals will not work, even if sincerely motivated. Provide the DBE Contact Report and:

- Names, addresses and phone numbers of DBEs you contacted and the date and method of first and follow-up contact. Complete the Summary of Good Faith Effort Documentation.

- Copies of letters sent to viable DBEs.
- Details of information given to DBEs regarding plans and specifications for work to be performed.
- Statement of why agreements with DBEs were not reached.
- DBEs contacted but rejected as unqualified and reasons for rejection.
- Spread sheet showing sub-bids if DBE bid was unreasonably high

SECTION 016 – DISADVANTAGED ENTERPRISE (DBE) REQUIREMENTS

CITY AND BOROUGH OF JUNEAU

CONTACT REPORT

US DOT Federal-Aid Contracts

Juneau International Airport Runway Safety Area Improvements, Phase 2A, Contract No. E12-240

AIP No. 3-02-0133-056-2012

Specific Work or Materials (by pay Item): _____

DBE Firm Contacted:

_____	_____	() _____
Name	Address	Phone Number

A. INITIAL CONTACT: (See important contact information on instruction sheet)

Method:

1. Date _____ [] Phone [] Mail [] FAX [] Other

2. Person _____
Contacted _____
Name _____ Title _____

3. DBE's Response: Date: _____ Method: [] Phone [] Mail [] FAX [] Other

[] Submitted an acceptable sub-bid. (If sub-bid accepted, *skip to Section D*)

[] Not interested: Indicate Reason(s) _____

[] Needs more information: Date Prime provided requested information _____

[] Will provide quote by: Date _____

[] Received unacceptable sub-bid (*complete Section C*)

B. FOLLOW-UP CONTACT

Method:

1. Date _____ [] Phone [] Mail [] FAX [] Other

2. Person _____
Contacted _____
Name _____ Title _____

3. DBE's Response: Date: _____ Method: [] Phone [] Mail [] FAX [] Other

[] Submitted an acceptable sub-bid. (If sub-bid accepted, *skip to Section D*)

[] Received unacceptable sub-bid (*complete Section C*)

[] Other result: _____

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID:

1. Were the following required efforts made?

- a. [] Yes [] No Identified specific items of work, products, materials, etc. when asking for quote(s).
- b. [] Yes [] No Offered assistance in acquiring necessary bonding & insurance.
- c. [] Yes [] No Provided all appropriate information concerning the specific work items or materials.

2. Was the DBE's quote non-competitive (i.e., more than 10% higher than the accepted quote)? [] Yes [] No

3. Was the DBE unable to perform in some capacity? [] Yes [] No If "Yes", explain: _____

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

_____	_____	_____
Signature of Company Representative	Title	Date

_____	_____	_____
Name of DOT&PF Reviewer	Title	Date

Form 25A-321A (8/01)

JNU RUNWAY SAFETY AREA IMPROVEMENTS, PHASE 2A

Contract No. E12-240

AIP No. 3-02-0133-056-2012

DBE REQUIREMENTS

Page 016-5

SECTION 016 – DISADVANTAGED ENTERPRISE (DBE) REQUIREMENTS

INSTRUCTIONS

Project Name and Number: Enter Project name and number as they appear on bid documents.

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

Firm Contacted: Enter name of firm as it appears in the current AK DOT&PF DBE directory.

Address: Enter address of firm contacted. **Phone Number:** Enter phone number of firm contacted.

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

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

B. FOLLOW-UP CONTACT

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

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

C. EXPLANATION OF FAILURE TO ACHIEVE AN ACCEPTABLE SUB-BID

1. A NO response to items 1a., b., or c. will result in rejection of this contact. Be specific on results of discussions.
2. A YES answer to item 2. is grounds for rejecting a DBE sub-bid.
3. A YES answer to item 3. is grounds for rejecting a DBE sub-bid, only if the inability to perform is in an area of work specifically identified as a sub-item under the applicable bid item.

D. CERTIFICATION

This certification of accuracy and good faith by the Contractor will be verified by contact with the listed firm. Falsification of information on the DBE Contact Report is grounds for debarment action under AS 36.30.640(4).

CITY AND BOROUGH OF JUNEAU

SUMMARY OF GOOD FAITH EFFORT DOCUMENTATION

US DOT Federal-Aid Contracts

Project Name and Number

Contractor: _____

List all items considered for DBE utilization.

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED ¹	c. # OF DBEs CONTACTED IN DBE DIRECTORY	d. # OF DBEs THAT RESPONDED ²	e. # OF DBE QUOTES RECEIVED
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

1. Check if acceptable DBE quote was received (if so, skip c, d, and e)
2. Attach completed Contact Reports

LIST ADDITIONAL ITEMS ON REVERSE SIDE

SECTION 016 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

a. MATERIAL OR SPECIFIC ITEM OF WORK (SPECIFY PAY ITEM)	b. ACCEPTABLE DBE QUOTE RECEIVED ¹	c. # OF DBEs CONTACTED IN DBE DIRECTORY	d. # OF DBEs THAT RESPONDED ²	e. # OF DBE QUOTES RECEIVED
9.				
10.				
11.				
12.				
13.				
14.				
15.				
1. Check if acceptable DBE quote was received (if so, skip c, d, and e) 2. Attach completed Contact Reports				
Comments:				



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

SECTION 017
DISADVANTAGED BUSINESS
ENTERPRISE
UTILIZATION REPORT
Federal-Aid Contracts

Juneau International Airport Runway Safety Area Improvements, Phase 2A, Contract No. E12-240
AIP No. 3-02-0133-056-2012

The undersigned hereby certifies on behalf of the bidder that:

- A. It ☐ is ☐ is not a DOT&PF certified DBE or DBE joint venture.
- B. It ☐ has ☐ has not met the DBE Goal for the project. If it has not met the goal, the required documentation of sufficient good faith efforts ☐ is ☐ is not attached hereto.
- C. Listed below are the **certified** DBEs to be used in meeting the DBE goal. Included are the firm name, telephone number, bid items or portions of work to be performed indicated by item number, type of DBE credit claimed [prime contractor (P), joint venture (JV), subcontractor (sub), regular dealer (rd), broker (b), or manufacturer (m)], and the creditable¹ dollar amount to be counted toward the goal.

FIRM NAME	PHONE #	BID ITEM, WORK, OR PRODUCT ²	TYPE OF CREDIT	CREDITABLE DOLLAR AMOUNT
				\$
				\$
				\$
				\$
				\$
				\$

Total creditable DBE Utilization Amount ³ \$ _____

Basic Bid Amount \$ _____

DBE Utilization as % of Basic Bid Amount _____ %

Original DBE Project Goal _____ %

Revised DBE Project Goal \$ _____

Signature of Authorized Company Representative

Title

Company Name

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

()

Date

Phone Number

1. See DBE Specification for determining type and amount of credit claimed for contract award.
2. Identify specific pay item, product, or component of work to be performed by DBE.
3. If accepted, this amount becomes the Revised DBE Goal and the required minimum level of DBE participation during the life of the contract.



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

SECTION 018
BUY AMERICAN CERTIFICATE
Federal-Aid Airport Contracts

Juneau International Airport Runway Safety Area Improvements, Phase 2A Contract No. E12-240
AIP No. 3-02-0133-056-2012

By submitting a bid under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment, the offeror certifies that steel and each manufactured product is produced in the United States (as defined in Subsection 60-09, Buy American Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Attach manufacturer's mill test reports with the Buy American Certification signed by the manufacturer.

Articles, materials, and supplies excepted from this provision are listed on the reverse of this form.

PRODUCT ¹	COUNTRY OF ORIGIN

Contractor

Signature of Contractor's Representative

Date

1. Enter "NONE" on the first line if there are no exceptions.

List of supplies and materials that the U.S. Government has determined are not produced in the United States in sufficient and reasonably available quantities and of sufficient quality. (Jan 1991)

Acetylene, black	Manganese
Agar, bulk	Menthol, natural bulk
Anise	Mica
Antimony, as metal or oxide	Microprocessor chips (brought onto a construction site as separate units for incorporation into building systems during construction or repair and alteration of real property.)
Asbestos, amosite, chrysolite, and Crocidolite	Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts.
Bananas	Nitroguanidine (also known as picrite)
Bauxite	Nux vomica, crude
Beef, corned, canned	Oiticica oil
Beef extract	Olive oil Olives (green), pitted or unpitted, or stuffed, in bulk.
Bephenium Hydroxynapthoate	Opium, crude
Bismuth	Oranges, mandarin, canned
Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available.	Petroleum, crude oil, unfinished oils, and finished products (see definitions at the end)
Brazil nuts, unroasted	Pine needle oil
Cadmium, ores and flue dust	Platinum and related group metals, refined as sponge, powder, ingots, or cast bars.
Calcium cyanamide	Pyrethrum flowers
Capers	Quartz crystals
Cashew nuts	Quebracho
Castor beans and castor oil	Quinidine
Chalk, English	Quinine
Chestnuts	Rabbit fur felt
Chicle	Radium salts, source and special nuclear materials
Chrome ore or chromite	Rosettes
Cinchona bark	Rubber, crude and latex
Cobalt, in cathodes, rondelles, or other primary ore and metal forms.	Rutile
Cocoa beans	Santonin, crude
Coconut and coconut meat, unsweetened, in shredded, desiccated or similarly prepared form.	Secretin
Coffee, raw or green bean	Shellac
Colchicine alkaloid, raw	Silk, raw and unmanufactured
Copra	Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available.
Cork, wood or bark and waste	Spices and herbs, in bulk
Cover glass, microscope slide	Sugars, raw
Cryolite, natural	Swords and scabbards
Dammar gum	Talc, block, steatite
Diamonds, industrial, stones and abrasives	Tantalum
Emetine, bulk	Tapioca flour and cassava
Ergot, crude	Tartar, crude; tartaric acid and cream of tartar in bulk.
Erthrityl tetranitrate	Tea in bulk
Fair linen, altar	Thread, metallic (gold)
Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra and sisal.	Thyme oil
Goat and kidskins	Tin in bars, blocks, and pigs
Graphite, natural, crystalline, crucible grade	Tripolidine hydrochloride
Handsewing needles	Tungsten
Hemp yarn	Vanilla beans
Hogbristles for brushes	Venom, cobra
Hyoscine, bulk	Wax, canauba
Ipecac, root	Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki greenhart, lignum vitae, mahogany, and teak.
Iodine, crude	Yarn, 50 Denier rayon
Kaurigum	
Lac	
Leather, sheepskin, hair type	
Lavender oil	

List of Supplies/Materials that the U.S. Government Has Determined Are Not Produced In the United States In Sufficient and Reasonably Available Quantities And of Sufficient Quality (Jan 1991) (CONTINUED)

Petroleum terms are used as follows:

“Crude oil” means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

“Finished products” means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

- (A) “Asphalt” - a solid or semi-solid cementitious material that (1) gradually liquefies when heated, (2) has bitumens as its predominating constituents, and (3) is obtained in refining crude oil.
- (B) “Fuel oil” - a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.
- (C) “Gasoline” - a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.
- (D) “Jet fuel” - a refined petroleum distillate used to fuel jet propulsion engines.
- (E) “Liquefied gases” - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.
- (F) “Lubricating oil” - a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.
- (G) “Naphtha” - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.
- (H) “Natural gas products” - liquids (under atmospheric conditions) including natural gasoline, that -
 - (1) are recovered by a process of absorption, adsorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
 - (2) when recovered and without processing in a refinery, definitions of products contained in subdivision (B), (C), and (G) above.
- (I) “Residual fuel oil” - a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of MILSPEC Mil-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.

“Unfinished oils” means one or more of the petroleum oils listed under “Finished products” above, or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.

FEDERAL CONTRACTOR VETERANS' EMPLOYMENT REPORT (VETS-100)

WHO MUST FILE

This VETS-100 Report is to be completed by each federal contractor and subcontractor with a contract or subcontract entered into before December 1, 2003, in the amount of \$25,000 or more with any department or agency of the United States for the procurement of personal property and non-personal services (including construction) except that if such a contract or subcontract is modified on or after December 1, 2003 and the contract or subcontract as modified is for \$100,000 or more, a VETS-100A Report, and not this VETS-100 Report, is to be completed by the contractor. A VETS-100A Report is to be completed by each federal contractor and subcontractor with a contract or subcontract entered into or modified on or after December 1, 2003, in the amount of \$100,000 or more with any department or agency of the United States for the procurement of personal property and non-personal services (including construction).

WHEN TO FILE

This annual report must be filed no later than September 30. Mail to the address pre-printed on the front of the form.

LEGAL BASIS FOR REQUIREMENTS

Title 38, United States Code, Section 4212(d), prior to the amendments made in 2002 by the Jobs for Veterans Act (PL 107-288), provided that federal contractors covered under the Act's affirmative action provisions in section 4212(a) must report at least annually the numbers of **existing** employees who are: 1) special disabled veterans, 2) veterans of the Vietnam era, and 3) other protected veterans (that is, who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized). For the existing employees, the numbers of veterans within these three groups are to be broken out by job category. **New hires** are to be reported over a twelve-month reporting period. The total number of veteran new hires in each of the three groups above is to be reported, along with the total number of recently separated veterans (i.e. hired within twelve months of separation). In addition, over the same twelve-month period, the total number of new hires, both veterans and non-veterans, is required to be reported, along with the minimum and maximum total employment. This reporting is required by hiring location. The Department of Labor has promulgated regulations to implement the requirements of 38 U.S.C. 4212 prior to amendment by the Jobs for Veterans Act in 2002. The regulations at 41 CFR Part 61-250 require the submission of this VETS-100 Report to comply with the requirements of 38 U.S.C. 4212(d) prior to the 2002 amendments.

Note: A few aspects of the regulations in 41 CFR Part 61-250 will need to be revised to conform to the VETS-100 Report to be used beginning with the 2009 reporting period.

HOW TO SUBMIT THE VETS-100 REPORT

Single-establishment employers must file one completed form. All multi-establishment employers, i.e., those doing business at more than one hiring location, must file (A) one form covering the principal or headquarters office; (B) a separate form for each hiring location employing 50 or more persons; and (C) EITHER, (i) a separate form for each hiring location employing fewer than 50 persons, OR (ii) consolidated reports that cover hiring locations within one State that have fewer than 50 employees. Each state consolidated report must also list the name and address of the hiring locations covered by the report. Company consolidated reports such as those required by EEO-1 reporting procedures are NOT required for the VETS-100 Report. Completed reports for the headquarters location and all other hiring locations for each company should be mailed in one package to the address indicated on the front of the form.

RECORD KEEPING

Employers must keep copies of the completed annual VETS-100 Report submitted to DOL for a period of two years.

HOW TO PREPARE THE FORMS

Multi-establishment employers submitting hard copy reports should produce facsimile copies of the headquarters form for reporting data on each location.

Type of Reporting Organization Indicate the type of contractual relationship (prime contractor or subcontractor) that the organization has with the Federal Government. If the organization serves as both a prime contractor and a subcontractor on various federal contracts, check both boxes.

Type of Form If a reporting organization submits only one VETS-100 Report form for a single location, check the Single Establishment box. If the reporting organization submits more than one form, only one form should be checked as Multiple Establishment-Headquarters. The remaining forms should be checked as either Multiple Establishment-Hiring Location or Multiple Establishment-State Consolidated. For state consolidated forms, the number of hiring locations included in that report should be entered in the space provided. For each form, only one box should be checked within this block.

COMPANY IDENTIFICATION INFORMATION

Company Number Do not change the Company Number that is printed on the form. If there are any questions regarding your Company Number, please call the VETS-100 staff at (301) 306-6752 or e-mail https://vets100.vets.dol.gov/. A company number is required in order to use this method of submission. This number is provided to employers on the VETS-100A Report mailed annually to those employers listed in the VETS-100 Report database. Other employers may obtain a company number by e-mailing their request to [http://vets.dol.gov/vets100/vets100login.htm](mailto:https://vets.dol.gov/vets100/vets100login.htm).

Twelve Month Period Ending Enter the end date for the twelve-month reporting period used as the basis for filing the VETS-100 Report. To determine this period, select a date in the current year between July 1 and August 31 that represents the end of a payroll period. That payroll period will be the basis for reporting Number of Employees, as described below. Then the twelve-month period preceding the end date of that payroll period will be your twelve-month period covered. This period is the basis for reporting New Hires, as described below. Any federal contractor or subcontractor who has written approval from the Equal Employment Opportunity Commission to use December 31 as the ending date for the EEO-1 Report may also use that date as the ending date for the payroll period selected for the VETS-100 Report.

Name and Address for Single Establishment Employers COMPLETE the identifying information under the Parent Company name and address section. LEAVE BLANK all of the identifying information for the Hiring Location.

Name and Address for Multi Establishment Employers For parent company headquarters location, COMPLETE the name and address for the parent company headquarters, LEAVE BLANK the name and address of the Hiring Location. For hiring locations of a parent company, COMPLETE the name and address for the Parent Company location, COMPLETE the name and address for the Hiring Location.

NAICS Code, DUNS Number, and Employer ID Number Single Establishment and Multi Establishment Employers must COMPLETE the NAICS Code, Employer ID Number, and the DUNS number if the contractor has a DUNS number, as described below.

NAICS Code Enter the six (6) digits NAICS Code applicable to the hiring location for which the report is filed. If there is not a separate NAICS Code for the hiring location, enter the NAICS Code for the parent company.

Dun and Bradstreet I.D. Number (DUNS) If the company or any of its establishments has a Dun and Bradstreet Identification Number, please enter the nine (9) digit number in the space provided. If there is a specific DUNS Number applicable to the hiring location for which the report is filed, enter that DUNS Number. Otherwise, enter the DUNS number for the parent company.

Employer I.D. Number (EIN) Enter the nine (9) digit numbers assigned by the I.R.S. to the contractor. If there is a specific EIN applicable to the hiring location for which the report is filed, enter that EIN. Otherwise, enter the EIN for the parent company.

INFORMATION ON EMPLOYEES

Counting Veterans Some veterans will fall into more than one of the protected veteran categories. For example, a veteran may be both a special disabled veteran and a Vietnam era veteran. In such cases, the veteran must be counted in each category. Recently separated veterans will be counted in the New Hires section of the VETS-100 Report only. In subsequent years, these veterans will no longer be considered newly separated veterans.

Number of Employees Select any payroll period ending between July 1 and August 31 of the current year. Provide all data for permanent full-time and part-time employees who were special disabled veterans, Vietnam-era veterans, or other protected veterans employed as of the ending date of the selected payroll period. Do not include employees specifically excluded as indicated in 41 CFR 61-250.2(b)(2). Employees must be counted by veteran status for each of the nine occupational categories (Lines 1-9) in columns L, M, and N. The description of job categories can be found in 41 CFR 61-250.2(b)(3). Blank spaces will be considered zeros.

New Hires Report the number of permanent full-time and part-time employees by veteran status who were hired (both veterans and non-veterans) and who were included in the payroll for the first time during the 12-month period ending between July 1 through August 31 of the current year. The totals in columns O, P, Q, R, and S (Line 10) are required. Enter all applicable numbers, including zeros.

Maximum/Minimum Employees Report the maximum and minimum number of permanent employees on board during the period covered as indicated by 41 CFR 61-250.10(a)(3). Contractors may use any reasonable method for calculating and determining the maximum and minimum number of employees during the reporting period.

DEFINITIONS:

Hiring location means an establishment as defined at 41 CFR 61 250.2(b).

Special Disabled Veteran means (i) a veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans' Affairs for a disability (A) rated at 30 percent or more, or (B) rated at 10 or 20 percent in the case of a veteran who has been determined under Section 38 U.S.C. 3106 to have a serious employment handicap or (ii) a person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam-era means a person who: (i) served on active duty in the U.S. military, ground, naval or air service for a period of more than 180 days, and who was discharged or released therefrom with other than a dishonorable discharge, if any part of such active duty was performed: (A) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (B) between August 5, 1964, and May 7, 1975, in all other cases; or (ii) was discharged or released from active duty in the U.S. military, ground, naval or air service for a service-connected disability if any part of such active duty was performed (A) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or (B) between August 5, 1964, and May 7, 1975, in any other location.

Recently Separated Veterans means any veteran who served on active duty in the U.S. military, ground, naval or air service during the one-year period beginning on the date of such veteran's discharge or release from active duty.

Other Protected Veterans means veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized. For those with Internet access, the information required to make this determination is available at <http://www.opm.gov/veterans/html/vgmeda2.htm>. A copy of the list also may be obtained by calling (301) 306-6752 and requesting that a copy of the list be mailed to you.

Public reporting burden for this collection is estimated to average 60 minutes per paper response, and 30 minutes per electronic response, including the time for reviewing instructions, searching existing data source, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to the Department of Labor, Office of Information Management, Room N-1301, 200 Constitution Avenue, NW, Washington D.C. 20210. All completed VETS-100 Reports should be sent to the address indicated on the front of the form.



CITY AND BOROUGH OF JUNEAU
JUNEAU INTERNATIONAL AIRPORT

SECTION 020
FEDERAL LABOR STANDARDS,
REPORTING AND PREVAILING WAGE
RATE DETERMINATION

Juneau International Airport Runway Safety Area Improvements, Phase 2A, Contract No. E12-240
AIP No. 3-02-0133-056-2012

- A. **Within 15 Days after Notice of Intent to Award**, the CONTRACTOR must compile and submit a list of all Subcontractors and material suppliers, showing all tiers. For each company listed include name, address, phone, employer tax number; DBE status if any; estimated subcontract amount; estimated start and finish dates; and copies of bid tabulations with firm name and number. Send the list to *Addresses B and C*.
- B. **Within 30 Days of Notice to Proceed**, the CONTRACTOR and each Subcontractor, who are required to file EEO-1 reports (Standard Form 100 [SF-100]), must send it to the Office of Federal Contract Compliance Programs (OFCCP) Area Office - Address C.
- C. Before each Friday, the CONTRACTOR and each Subcontract must file:
- Weekly Employment Opportunity (EEO) Reports (page 00440-12) for the previous week to *Address A*. If the information requested (race and gender) is indicated on the copy of the payroll, then this Weekly EEO Report is hereby waived.
- D. **Certified Payrolls must be submitted every two weeks.** Before the second Friday, the CONTRACTOR and each Subcontractor must file:
- Certified Payrolls with Statements of Compliance for the previous two weeks. If there was no activity for that pay period, indicate "No Activity." Indicate "Start" on your first payroll, and "Final" on your last payroll for this project. Send the original to *Address B* and a complete copy to *Address A*.
- E. By the 5th of each month, each CONTRACTOR and Subcontractor must complete the Monthly Employment Utilization Report (CC257) for the previous month for its aggregate workforce in Alaska (for federal and non-federal projects). Make a list of all projects (federal and non-federal) in Alaska over \$10,000. Include the firm name, name and location of project, project #, % complete, contract amount, and established date of completion. Send both the CC257 and the list of projects to *Addresses A and C*.
- F. Preparing the final payment request, the CONTRACTOR must verify that the subcontractor list is up-to-date and includes all parties submitting certified payrolls (i.e., equipment rental with operator companies, trucking services providing imported materials, surveying firms, etc.). Send a copy of amended lists to *Addresses A and B*.

Address A

Jeannie Johnson, Airport Manager
Juneau International Airport
1873 Shell Simmons Drive
Juneau, AK 99801
(907) 586-0453

Address B

Wage and Hour Section
State of Alaska
Dept of Labor and Workforce Dev
Labor Standards and Safety Division
Wage and Hour Administration
P O Box 21149
Juneau, AK 99802-1149
(907) 465-4842

Address C

OFCCP
Area Office
605 W. 4th Ave., Room G68
Anchorage, AK 99501
(907) 271-2864

SECTION 10

DEFINITIONS AND TERMS

10-01 GENERAL. The following terms and definitions apply in these Specifications. If a term is not defined, the ordinary, technical, or trade meanings for that term shall apply, within the context in which it is used.

Titles and headings of sections, subsections, and subparts are intended for convenience of reference and will not govern their interpretation. Working titles which have a masculine gender, such as "workman" and "flagman" and the pronouns and adjectives "he", "his" and "him" are utilized in the contract documents for the sake of brevity, and are intended to refer to persons of either sex. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

Cited publications refer to the most recent issue, including interim publications, in effect on the date of the Invitation To Bid, unless specified by year or date.

These Specifications are written to the Bidder or Contractor. Unless otherwise noted, all actions required by the specifications are to be performed by the Bidder, the Contractor, or the Contractor's agent.

Some portions of these Specifications are written using imperative mood, abbreviated format, incomplete sentences, and/or active voice to communicate the Contractor's responsibilities in a direct and concise manner. Omission of words or phrases such as "a," "an," "the," "the Contractor shall," "unless otherwise specified," or "unless otherwise directed" is intentional. Interpret the Contract as if they were included.

For all Specification language except the General Contract Provisions, whenever anything is, or is to be, done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, determined, designated, directed, disapproved, ordered, permitted, rejected, required, satisfactory, specified, submit, sufficient, suitable, suspended, unacceptable, unsatisfactory, or unsuitable," the expression is to be interpreted as if it were followed by the words "by the Engineer" or "to the Engineer."

These Specifications are adapted from the FAA-Approved State of Alaska Department of Transportation and Public Facilities (DOT&PF). Where reference is made to DOT&PF or DOT&PF Departments the City and Borough of Juneau (CBJ) department, personnel or documentation shall be used. Should any question arise as to whether a submittal is required or what form is to be used, the Contractor shall request clarification from the Engineer. The Engineer will notify the Contractor on how to proceed.

10-02 ACRONYMS. Wherever the following abbreviations are used in these Specifications or on the Plans, they are to be construed the same as the respective expression represented:

AAC	<i>Alaska Administrative Code</i>
AASHTO	American Association of State Highway and Transportation Officials
AC	<i>FAA Advisory Circular</i>
ACI	American Concrete Institute
AIA	American Institute of Architects
AIP	Airport Improvement Program
AKOSH	Alaska Occupational Safety and Health
ANSI	American National Standards Institute
AOA	Air Operations Area
AS	<i>Alaska Statute</i>
ASDS	<i>Alaska Sign Design Specifications</i>
ASTM	American Society for Testing & Materials
ATM	Alaska Test Method (See <i>Alaska Test Methods Manual</i>)

CBJ	City and Borough of Juneau
CFR	Code of Federal Regulations
CSP	Construction Safety Plan
CTAF	Common Traffic Advisory Frequency
DOLWD	Alaska Department of Labor and Workforce Development
DOT&PF	Alaska Department of Transportation and Public Facilities
EPA	Environmental Protection Agency
FAA	Federal Aviation Administration
FOP	Field Operating Procedure (See <i>Alaska Test Methods Manual</i>)
FSS	Flight Service Station
ICEA	Insulated Cable Engineers Association (formerly IPCEA)
JNU	Juneau International Airport, a municipal airport of City and Borough of Juneau
MRP	<i>Mining and Reclamation Plan</i>
NEC	<i>National Electrical Code</i>
NEMA	National Electrical Manufacturers Association
NOTAMs	<i>Notices to Airmen</i>
SSAC	<i>DOT&PF Standard Specifications for Airport Construction</i>
SSPC	Society for Protective Coatings
SPCC	<i>Spill Prevention, Control, and Countermeasure (Plan)</i>
SWPPP	<i>Storm Water Pollution Prevention Plan</i>
TCP	<i>Traffic Control Plan</i>
UL	Underwriters Laboratory
WAQTC	Western Alliance for Quality in Transportation Construction (See <i>Alaska Test Methods Manual</i>)

10-03 DEFINITIONS.

ACCEPTANCE TESTS. Test and inspections by the Owner to determine the acceptability of materials incorporated into the work.

ACCESS ROAD. The right-of-way, the roadway, and all improvements constructed thereon connecting the airport to another public thoroughfare.

ADDENDA. Clarifications, corrections, or changes to the Plans, Specifications, or other Contract documents issued graphically or in writing by the Owner after the advertisement but prior to bid opening.

ADVERTISEMENT. The public announcement, as required by law, inviting bids for specified work or materials.

AGREED PRICE. An amount negotiated between the Owner and the Contractor after Contract award for additional work performed or additional materials supplied under the Contract.

AGREEMENT. The written agreement or Contract between the Owner and the Contractor setting forth the obligations of the parties for the performance and completion of the work.

AIR OPERATIONS AREA (AOA). Any area of the airport used or intended to be used for the landing, takeoff, surface maneuvering, or parking of aircraft. An air operation area shall include such paved or unpaved areas, that are used or intended to be used for the unobstructed movement of aircraft, in addition to its associated runway, taxiway, or apron.

AIRPORT. An area of land or water that is used or intended for use for the landing and takeoff of aircraft, and any appurtenant areas that are used or intended for use for airport buildings or other airport facilities or right of way, together with airport buildings and facilities.

AIRPORT IMPROVEMENT PROGRAM (AIP). A grant-in-aid program, administered by the FAA.

ALASKA TEST METHODS MANUAL. The materials testing manual used by the Owner. It contains Alaska Test Methods, WAQTC Test Methods, WAQTC FOPs for AASHTO Test Methods, and Alaska Standard Practices for evaluating test results and calibrating testing equipment.

APPENDICES. Supplemental contract documents.

AWARD. Acceptance of the successful bid by the Owner. The award is effective upon execution of the Contract by the Contracting Officer.

BASE COURSE. One or more layers of specified material placed on a subbase or subgrade to support a surface course.

BID. The bidder's offer, on the prescribed forms, to perform the specified work at the prices quoted.

BID BOND. A type of bid guaranty.

BIDDER. An individual, firm, corporation, joint venture, or any acceptable combination of individuals and entities submitting a bid for the advertised work.

BID GUARANTY. The security furnished with a bid to guarantee that the bidder will enter into a contract if the Owner accepts the bid.

CALENDAR DAY. Every day shown on the calendar, beginning and ending at midnight.

CBJ, The City and Borough of Juneau acting through its authorized representative.

CHANGE ORDER. A written order by the Owner to the Contractor making changes to the Contract, within its general scope, and establishing the basis of payment and time adjustment, if any, for the work affected.

COMMON TRAFFIC ADVISORY FREQUENCY (CTAF). A designated frequency for the purpose of carrying out airport advisory practices while operating to or from an airport that does not have a control tower or an airport where the control tower is not operational. CTAF is identified in appropriate aeronautical publications such as the current *Alaska Flight Information Supplement*, a civil/military flight information publication issued by FAA every 56 days.

COMPLETION DATE. The date on which all Contract work is specified to be completed.

CONSTRUCTION. Physical activity by the Contractor or any Subcontractor using labor, materials or equipment within the Project, or within material sources planned for use on the Project.

CONSTRUCTION SAFETY PLAN (CSP). A plan that sets forth guidelines for operational safety on airports during construction.

CONTINGENT SUM. A method for paying for a Contract bid item reserved by the Owner for specified contingencies. The Contractor shall perform Contingent Sum work only upon the Directive of the Engineer. The basis of payment for Contingent Sum work shall be specified in the Contract or the Directive.

CONTRACT. The written agreement between the Owner and the Contractor setting forth the obligations of the parties for the performance and completion of the work.

The Contract includes the Table of Contents, Special Notice to Bidders, Invitation To Bid, Bid Form, Bid Schedule, Bid Bond, Bidder Registration, Bid Modification Form, Subcontractor List, Agreement, Payment Bond, Performance Bond, Required Federal Aid Contract Provisions, General Decision AK080001 04/17/2009 AK1, General Decision AK080004 02/08/2008 AK4, Federal EEO Bid Conditions, EEO Forms Forms (EE)-1 Certification, EEO Signature Page, EEO Estimated Profile, EEO Notice to Labor Unions, DBE Requirements, DBE Utilization Report, Buy American Certificate, Federal Contractor Report on Veterans'

Employment Report (VET-100), Federal Labor Standards, Reporting and Prevailing Wage Rate Determination, General Provisions, Plans, Standard Specifications, Special Provisions, , , , Addenda, and any Change Orders, Interim Work Authorizations, Directives, or Supplemental Agreements that are required to complete the work in an acceptable manner.

CONTRACTING OFFICER (PROCUREMENT OFFICER). The person authorized by the Owner to enter into and administer the Contract on behalf of the Owner. The Contracting Officer has authority to make findings, determinations, and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract. The Contracting Officer is identified on the Invitation To Bid.

CONTRACT ITEM (PAY ITEM). A specifically described item of Contract work listed on the Bid Schedule or in a Change Order.

CONTRACTOR. The individual, firm, corporation, joint venture, or any acceptable combination of individuals and entities contracting with the Owner for performance of the Contract.

CONTRACT TIME. The time allowed under the Contract, including authorized time extensions, for the completion of all work by the Contractor. Contract time may be specified either in calendar days or by completion date.

CONTROLLING ITEM. Any feature of the work considered at the time by the Engineer: (1) essential to the orderly completion of the work and (2) a feature which, if delayed, will delay the time of completion of the Contract (such as an item of work on the critical path of a network schedule).

COST. Amounts actually incurred by the Contractor in the performance of the Contract that are (a) actually reflected in contemporaneously maintained accounting or other financial records and (b) supported by original source documentation. Costs are to be stated in U.S. dollars.

CULVERT. A pipe or arch half pipe, that provides an opening under the embankment.

DAY. Calendar day unless preceded by the word "working".

DIRECTIVE. A written communication to the Contractor from the Engineer enforcing or interpreting a Contract requirement or ordering commencement or suspension of an item of work already established in the Contract.

DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

ENGINEER. The authorized representative of the Owner's Contracting Officer. The Engineer is responsible for administration of the Contract.

EQUIPMENT. All machinery, tools, apparatus, and supplies necessary to preserve, maintain, construct, and complete the work.

EQUITABLE ADJUSTMENT. An increase or decrease in Contract price or time calculated according to the terms of this Contract.

EXTRA WORK. An item of work not provided for in the Contract as awarded but found essential by the Engineer for the satisfactory completion of the Contract within its intended scope.

FEDERAL AVIATION ADMINISTRATION (FAA). Branch of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.

FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto which are prepared and issued by the General Services

Administration (GSA) of the Federal Government. They may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Refer to the following website to determine the status of replaced Federal Specifications: <http://apps.fss.gsa.gov/pub/fedspecs/index.cfm>

HIGHWAY, STREET, OR ROAD. A general term denoting a public way used by vehicles and pedestrians, including the entire area within the right-of-way.

HOLIDAYS. City and Borough of Juneau legal holidays are:

1. New Year's Day - January 1
2. Martin Luther King, Jr. Day - Third Monday in January
3. Presidents' Day - Third Monday in February
4. Seward's Day - Last Monday in March
5. Memorial Day - Last Monday in May
6. Independence Day - July 4
7. Labor Day - First Monday in September
8. Alaska Day - October 18
9. Veteran's Day - November 11
10. Thanksgiving Day - Fourth Thursday and Friday in November
11. Christmas Day - December 25
12. Every Sunday
13. Every day designated by public proclamation by the President of the United States as a legal holiday.

If a holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays for officers and employees of the Owner. If the holiday falls on a Sunday, except (12) above, Sunday and the following Monday are both legal holidays (See AS 44.12).

INDEPENDENT ASSURANCE (IA). Activities that are an unbiased and independent evaluation of all the sampling and testing (or inspection) procedures used in the quality assurance program. [IA provides an independent verification of the reliability of the acceptance (or verification) data obtained by the agency and the data obtained by the contractor. The results of the IA testing or inspection are not to be used as a basis of acceptance. IA provides information for quality system management.]

INSPECTOR. The Engineer's representative authorized to make detailed inspections of Contract performance and materials.

INTERIM WORK AUTHORIZATION. A written order by the Engineer initiating changes to the Contract, within its general scope, until a subsequent Change Order is executed.

INVITATION TO BID. The advertisement for bids for all work or materials on which bids are required.

LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

MAJOR CONTRACT ITEM. A Contract item with a total value of 5 percent or more of the Contract award amount.

MATERIALLY UNBALANCED BID. A mathematically unbalanced bid that either (a) gives rise to a reasonable doubt that it will ultimately result in the lowest overall cost to the Owner, even though it may be the lowest bid or (b) is so unbalanced as to be tantamount to allowing a significant advance payment.

MATERIALS. Substances specified for use in the construction of the project.

MATERIALS CERTIFICATION LIST (MCL). Also referred to as “Aviation Materials Certification List”. A list of materials for which the Contractor shall submit certifications to the Engineer. The MCL is included in the Contract documents as an appendix.

MATHEMATICALLY UNBALANCED BID. A bid (a) where each pay item fails to carry its share of the cost of the work plus the bidder's overhead and profit, or (b) based on nominal prices for some pay items and enhanced prices for other pay items.

MINOR CONTRACT ITEM. A Contract item with a total value of less than 5 percent of the Contract award amount.

NON-FROST SUSCEPTIBLE. Stone, gravel or sand, that contains 6 percent or less material passing the No. 200 screen as determined by sieve analysis performed with WAQTC FOP for AASHTO T27/T 11 on the minus 3-inch material, and has a plastic index of 6 or less as determined by WAQTC FOP for AASHTO T 90.

NOTICE OF INTENT TO AWARD. The written notice by the Owner announcing the apparent successful bidder and establishing the Owner's intent to award the Contract when all required conditions are met.

NOTICE TO PROCEED. Written notice to the Contractor to begin the Contract work.

ORIGINAL GROUND (OG). The ground surface prior to the start of work.

OWNER. City and Borough of Juneau, Juneau International Airport. The term “Owner” means the party of the first part or the contracting agency signatory to the contract. The terms Owner, Sponsor and Department have the same meaning as the term CBJ. The term “Department” may be found herein since these documents have been adapted from State of Alaska, Department of Transportation and Public Facilities documents.

PAVEMENT STRUCTURE. The combination of subbase, base course, and surface course placed on a subgrade to support and distribute the traffic load. Some layers may not be present, see Plans.

PAYMENT BOND. The security furnished by the Contractor and the Contractor's Surety to guarantee payment of all persons who supply labor and material in prosecution of the work provided for in the contract.

PERFORMANCE BOND. The security furnished by the Contractor and the Contractor's Surety to guarantee performance and completion of the work provided for in the contract.

PLANS. The Owner's contract drawings, profiles, typical cross sections, and supplemental drawings or reproductions showing the location, character, dimensions, and details of the work.

PRECONSTRUCTION CONFERENCE. A meeting between the Contractor and the Engineer to discuss the project before the Contractor begins the work.

PROCESS CONTROL. See quality control.

PROFILE. The vertical elevation of the surface of the layer at the location indicated. It is typically indicated at the longitudinal centerline of the top layer of pavement on the runway, taxiway, apron, or roadway. On a material or fabrication it may be used to indicate a shape, or a thickness of material or thickness of a coating.

PROJECT. (a) The specific section of the airport or other property and related facilities on which construction is to be performed, or (b) the work that is to be performed under the Contract whether completed or partially completed.

QUALITY ASSURANCE (QA). (1) All those planned and systematic actions necessary to provide confidence that a product or facility will perform satisfactorily in service; or (2) making sure the quality of a product is what it should be. [QA addresses the overall process of obtaining the quality of a service, product, or facility in the most efficient, economical, and satisfactory manner possible. Within this broad context, QA includes the elements of quality control, independent assurance, acceptance, dispute resolution, etc. The use of the term QA/QC or QC/QA is discouraged and the term QA should be used. QA involves continued evaluation of the activities of planning design, development of plans and specifications, advertising and awarding contracts, construction, and maintenance, and the interactions of these activities.]

QUALITY ASSURANCE SPECIFICATIONS. Specifications that require contractor quality control and agency acceptance activities throughout production and placement of a product. Final acceptance of the product is usually based on a statistical sampling of the measured quality level for key quality characteristics. [QA specifications typically are statistically based specifications that use methods such as random sampling and lot-by-lot testing, which let the contractor know if the operations are producing an acceptable product.]

QUALITY CONTROL (QC) also called **PROCESS CONTROL.** The system used by a contractor to monitor, assess and adjust their production or placement processes to ensure that the final product will meet the specified level of quality. Quality control includes sampling, testing, inspection and corrective action (where required) to maintain continuous control of a production or placement process.

RESOURCES. Labor, equipment, materials, supplies, tools, transportation, and supervision necessary to perform the work.

RESPONSIBLE BIDDER. A bidder that the Owner determines has the skill, ability, financial resources, legal capacity to contract, equipment, required licenses, integrity, satisfactory record of performance and that is otherwise fully capable of performing the Contract.

RESPONSIVE BID. A bid that the Owner determines conforms in all material respects with the solicitation for bids.

RIGHT-OF-WAY. Land or property or an interest in property available for a project. The uses allowed in portions of right-of-way may be restricted.

RUNWAY. The area of the airport prepared for the landing and takeoff of aircraft.

RUNWAY SAFETY AREA (RSA). A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event an aircraft undershoots, overshoots, or departs from the runway.

SECURITY PLAN. A Contract document that specifies methods of controlling the operations of the Contractor, subcontractors, and suppliers so as to provide for (1) security of workers, equipment, and public, (2) security of aircraft in the Air Operations Areas of the airport, and (3) security of the Airport property.

SPECIAL PROVISION. Addition or revision that amends or supersedes the Standard Specifications and is applicable to an individual project.

SPECIALTY ITEM. A Contract item identified in the Contract that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract.

SPECIFICATIONS. General term applied to all Contract terms, conditions, directions, provisions, and requirements.

STANDARD SPECIFICATIONS. A book or electronic file of specifications approved by the Owner for general application and repetitive use.

STATE. The State of Alaska, acting through its authorized representative.

STRUCTURE. Bridge, building, catch basin or inlet, cribbing, culvert, electrical duct, flexible and rigid pavements, handholes, junction boxes, lighting fixture and base, manhole, navigational aid, retaining wall, storm and sanitary sewer lines, transformer, underdrain, vault, visual aid, water line, and other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

SUBBASE. Layer of specified material between the subgrade and base course.

SUBCONTRACTOR. Individual or legal entity to whom or to which the Contractor sublets part of the Contract.

SUBGRADE. The soil or embankment upon which the pavement structure is constructed.

SUBSIDIARY. Work or material not measured or paid for directly. Compensation for such work is included in the payment for other items of work.

SUBSTANTIAL COMPLETION. The point at which the project (1) can be safely and effectively used by the public without further delays, disruption, or other impediments; and (2) pavement structure, shoulder, drainage, sidewalk, permanent signing and markings, guardrail and other traffic barrier, fencing, safety appurtenance, structures, utilities, lighting, bridge deck and parapet work, and guidance systems for aircraft is complete.

For projects built in phases the work is substantially complete when it is ready for the subsequent project.

SUPERINTENDENT. The Contractor's authorized representative in responsible charge of the work.

SUPPLEMENTAL AGREEMENT. Negotiated written agreement between the Owner and the Contractor authorizing performance of work beyond the general scope of, but in conjunction with, the original Contract. Supplemental agreements are new procurements under the State Procurement Code, AS 36.30.

SURETY. Corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

SURFACE COURSE. Top homogenous layer of the pavement structure. It is designed to withstand the wear of traffic and the disintegrating effects of climate. Sometimes called the wearing course.

TAXIWAY. The portion of the air operations area of an airport that has been designated for movement of aircraft to and from runways or aircraft parking areas.

TAXIWAY SAFETY AREA (TSA). A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway.

TRAFFIC CONTROL PLAN (TCP). Also referred to as "Highway Traffic Control Plan". A drawing or drawings indicating the method or scheme for safely guiding and protecting motorists, pedestrians, bicyclists, and workers in a highway traffic control zone. The TCP depicts the highway traffic control devices and their placement and times of use.

UTILITY. Line, facility, or system for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, or other similar commodity, including a publicly owned fire or police signal system, street lighting system, or railroad which directly or indirectly serves the public. Also means Lighting as defined in this subsection. Also means a utility company, inclusive of any subsidiary.

VERIFICATION SAMPLING AND TESTING. See ACCEPTANCE SAMPLING AND TESTING.

WORK. Depending on the context, (a) The act of furnishing all resources for the project and performing all duties and obligations required by the Contract or (b) the physical construction, facility or end-product that is contemplated under the Contract, whether completed or partially completed.

WORKING DAYS. Calendar days, except Saturdays and state holidays.

WORKING DRAWINGS. Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, wiring diagrams and schematics, traffic control plans, or any other supplementary plans or similar data which the Contractor is required to submit to the Engineer for approval.

SECTION 20

BIDDING REQUIREMENTS AND CONDITIONS

20-01 QUALIFICATION OF BIDDERS. A bidder shall:

- a. submit evidence of Alaska Business License and Contractor Registration on the Bid

20-02 CONTENTS OF BID PACKAGE. Upon request, the Owner will furnish prospective bidders with a bid package, at the price stated in the Invitation To Bid.

The bid package includes the following:

- a. Location and description of the project;
- b. Estimates of quantities of work and materials to be furnished;
- c. Schedule of contract items for which bid prices are invited;
- d. Time in which the work must be completed
- e. Amount of the bid guaranty;
- f. Date, time, and place for the bid opening;
- g. Plans and specifications; and
- h. Bid forms.

Unless otherwise stated in the bid package, the Plans, Specifications, permits, forms and any other documents designated in the bid package are considered a part of the bid whether attached or not.

20-03 INTERPRETATION OF QUANTITIES IN BID SCHEDULE. Bid prices shall be based on the estimated quantities shown in the bid schedule. Quantities of work to be done and materials to be furnished are approximate and are prepared only for the comparison of bids. These quantities may increase, decrease, or be eliminated. Payment for unit price items will be made for the actual accepted quantities of work performed and materials furnished under the Contract, as determined using the method of measurement specified in the Contract.

20-04 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. Bidders shall examine the work site and all Contract documents before preparing a bid. Submitting a bid is a binding representation that the bidder has examined the work site, is aware of the conditions to be encountered, and has examined and understands all of the Contract documents, including plans and specifications. Bidders shall examine the bidding requirements listed under Subsection 50-06 Utilities.

The records of geotechnical investigations including boring logs, test results, geology data reports, soil reports, material site reports, and geotechnical reports included in a bid package or made accessible to bidders or Contractors, are for information purposes only. These records are not part of the Contract. These records indicate subsurface conditions only at specific locations and times, and only to the depths penetrated. They do not necessarily reflect variations in soil, rock or groundwater conditions that may exist between or outside such locations. Actual conditions may differ from what is shown in the records. Material sources referenced in these records may not contain materials of sufficient quantity or quality to meet project requirements. The accessibility of these records does not constitute approval, nor guarantee suitability of

soils or sources, or the rights to use sources for this project, except as specifically provided in Subsections 60-02.d.(2) Mandatory Sources and 60-02.d.(3) Designated Sources. The records shall not substitute for independent investigation, interpretation, or judgment of the bidder or contractor. The Owner is not responsible for any interpretation or conclusion drawn from its records by the bidder or Contractor.

Bidders and Contractors shall examine Subsection 60-02 Material Sources for further information about material source development.

Any questions about bidding procedures, site conditions, or Contract requirements must be submitted in writing to the persons designated on the Invitation To Bid. Questions must be submitted in sufficient time to get a reply before submitting a bid. No oral responses or other oral statements are binding on the Owner. Any response to a material question shall be issued by addendum sent to all bidders.

20-05 PREPARATION OF BID. Bids shall only be submitted on the forms furnished by the Owner or legible copies of the Owner's forms. All entries shall be legible and in ink or type. Bidders shall:

- a. Enter all prices required on the Bid Schedule, in figures;
- b. Enter a unit price for each contract item for which a quantity is given;
- c. Enter the products of the respective unit prices and quantities in the column provided;
- d. Enter lump sum prices for lump sum contract items in the column(s) provided; and
- e. Enter the total amount of all contract items for the basic bid and, when specified, any alternates.

The bid must be signed in ink by the person or persons authorized to sign the Contract for the bidder. If a bidder is a corporation, the bid must be signed by a corporate officer or agent with authority to bind the corporation. If a bidder is a partnership, a partner must sign. If the bidder is a joint venture, each principal member must sign. If a bidder is a sole proprietorship, the owner must sign. Each person signing the bid must initial any changes made to entries on the bid forms.

20-06 NONRESPONSIVE BIDS.

- a. A bid may be rejected as nonresponsive if it:
 - (1) Is not properly signed by an authorized representative of the bidder in ink and in a legally binding manner;
 - (2) Contains unauthorized additions, conditional or alternative bids, or other irregularities that make the bid incomplete, indefinite, or ambiguous;
 - (3) Includes a reservation of the right to accept or reject any award, or to enter into a contract pursuant to an award, except for an award limitation under Subsection 20-05;
 - (4) Fails to include an acceptable bid guaranty with the bid;
 - (5) Is materially unbalanced; or
 - (6) Fails to meet any other material requirement of the Invitation To Bid.
 - (7) Is not typed or completed in ink;
 - (8) Fails to include an acknowledgement of receipt of each addendum by assigned number and date of issue; or

(9) Is missing a bid price for any pay item

20-07 BID GUARANTY. Bids shall be accompanied by a bid guaranty in the amount specified on the Notice Inviting Bids. The guaranty shall be unconditionally payable to the Owner and shall be in the form of an acceptable Bid Bond, or a certified check, cashier's check, or money order.

The surety of a Bid Bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. A legible power of attorney shall be included with each Bid Bond.

An individual surety will not be accepted as a bid guaranty.

20-08 DELIVERY OF BIDS. Bids shall be submitted in an envelope clearly indicating its contents and the designated address, as shown on the Notice Inviting Bids. Bids for other work may not be included in the envelope.

20-09 WITHDRAWAL OR REVISION OF BIDS. Bidders may withdraw or revise a bid in writing delivered by mail or by fax, provided that the designated office receives the withdrawal or revision prior to the deadline for bids stated in the Notice Inviting Bids.

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 in Section 008 – Bid Modification Form. Submittal of any other form by the vendor may deem the modification unacceptable by the Owner. 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 the 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 fax machine, even if the bidder submits a transmission report or provides other confirmation indicating that the bidder transmitted a bid modification prior to the deadline. CBJ 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 the deadline.

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.

20-10 (NOT USED)

20-11 ADDENDA REQUIREMENTS. The Owner will issue addenda if it determines, in its discretion, that clarifications or changes to the Contract documents or bid opening date are needed. The Owner may send addenda by any reasonable method such as mail, courier, fax, or may post the addenda on its web site. Unless picked up in person or included with the bid documents, addenda or notice that an addenda has been issued will be addressed to the individual or company to whom bidding documents were issued and sent to the address or fax number on the plan holders' list. Notwithstanding the Owner's efforts to distribute addenda, bidders are responsible for ensuring that they have received all addenda affecting the Notice Inviting Bids. Bidders must acknowledge all addenda received, either on the Bid Form or by fax prior to the

scheduled time of bid opening. If a bidder received no addenda, the bidder shall enter "None" on the Bid Form.

20-12 RECEIPT AND OPENING OF BIDS. The Owner will only consider bids, revisions, and withdrawals received before the scheduled time of bid opening.

Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. The Owner is not responsible for prematurely opening or failing to open bids that are improperly addressed or identified.

20-13 RESPONSIBILITY OF BIDDERS. The Owner may find a bidder is nonresponsible for any one of the following reasons, but is not limited in its responsibility analysis to the following factors:

- a. Evidence of bid rigging or collusion;
- b. Fraud or dishonesty in the performance of previous contracts;
- c. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- d. Unsatisfactory performance on previous or current contracts;
- e. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
- f. Uncompleted work that, in the judgment of the Owner, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- g. Failure to reimburse the state for monies owed on any previous contracts;
- h. Default under previous contracts;
- i. Failure to submit evidence of registration and licensing;
- j. Failure to comply with any qualification requirements of the Owner;
- k. Engaging in any activity that constitutes a cause for debarment or suspension under the State Procurement Code (AS 36.30) or submitting a bid during a period of debarment;
- l. Failure to satisfy the responsibility standards set out in state regulations;
- m. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- n. Lack of legal capacity to contract.

Nothing contained in this section deprives the Owner of its discretion in determining the lowest responsible bidder.

20-14 FOREIGN TRADE RESTRICTION. The Contractor by submission of an offer and/or execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and

- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation according to 49 CFR 30.17, no contract shall be awarded to a contractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the FAA may direct, through the Owner, cancellation of the contract at no cost to and with no damages available from the Owner or the Federal government.

The Contractor shall incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor shall require subcontractors to provide immediate written notice to it if the subcontractor learns that its certification was erroneous, or has become erroneous, by reason of changed circumstances. The Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the Owner if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

20-15 FILING A PROTEST. A Bidder may protest the proposed award of a competitive sealed bid by the Owner. 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>, or call the CBJ Purchasing Division at (907) 586-5258 for copies of each ordinance.

Late protests will not be considered by the CBJ Purchasing Officer.

The written protest shall, at a minimum, contain the following:

- the name, address and telephone number of the interested party filing the protest;
- the signature of the interested party;
- identification of the proposed award at issue;
- statement of legal or factual ground for protest;
- copies of all relevant documents; and
- protest fee.

20-16 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.

20-17 PERMITS. The contractor is responsible for compliance with any local, state, and/or federal permit requirements.

SECTION 30

AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF BIDS. After the bids are opened and read, the bids will be mathematically checked and compared on the basis of the sum of the products of the bid schedule quantities and the unit bid prices. The unit bid prices govern if there is an error in extending the unit bid prices, or in totaling the extensions, or if an extension is missing. The results of the bid comparisons will be made available to the public as soon as practicable.

Until the Award, the Owner may reject any or all bids, waive minor informalities or advertise for new bids without liability to any bidder if the Owner, in its discretion, determines that to do so is in the best interests of the state.

30-02 SUBCONTRACTOR LIST. The apparent low bidder shall submit a completed Subcontractor Report, Section 009 by the fifth business day following receipt of written notification by the Owner that it is the low bidder.

An apparent low bidder who fails to submit a completed Subcontractor List form within the time allowed will be declared nonresponsive and may be required to forfeit the bid security. The Owner will then consider the next lowest bidder for award of the Contract.

If a bidder fails to list a subcontractor, or lists more than one subcontractor for the same portion of work, and the value of that work is in excess of one-half of one percent of the total bid amount, the bidder agrees to perform that portion of work without a subcontractor and represents that it is qualified to perform that work.

A bidder who lists as a subcontractor another contractor who, in turn, sublets the majority of the work required under the Contract, violates this subsection.

A bidder or Contractor may, without penalty, replace a listed subcontractor who:

- a. Fails to comply with licensing and registration requirements of AS 08.18;
- b. Fails to obtain a valid Alaska business license;
- c. Files for bankruptcy or becomes insolvent;
- d. Fails to execute a subcontract for performance of the work for which the subcontractor was listed, and the bidder acted in good faith;
- e. Fails to obtain bonding acceptable to the Owner;
- f. Fails to obtain insurance acceptable to the Owner;
- g. Fails to perform the subcontract work for which the subcontractor was listed;
- h. Must be replaced to meet the bidder's required state or federal affirmative action requirements;
- i. Refuses to agree or abide with the bidder's labor agreement; or
- j. Is determined by the Owner to be not responsible.

In addition to the circumstances described above, a Contractor may in writing request permission from the Owner to add a new subcontractor or replace a listed subcontractor. The Owner will approve the request if it determines in writing that allowing the addition or replacement is in the best interest of the Owner.

A bidder or Contractor shall submit a written request to add a new subcontractor or replace a listed subcontractor to the Contracting Officer a minimum of five working days before the date the new subcontractor is scheduled to begin work on the construction site. The request must state the basis for the request and include supporting documentation acceptable to the Contracting Officer.

If a bidder or Contractor violates this Subsection, the Contracting Officer may:

- a. Cancel the Contract after Award without any damages accruing to the Owner; or
- b. After notice and a hearing, assess a penalty on the bidder or Contractor in an amount not exceeding 10 percent of the value of the subcontract at issue.

30-03 AWARD OF CONTRACT. The Owner will award the Contract to the lowest responsive and responsive bidder unless it rejects all bids. The Owner will notify all bidders in writing of its intent to award.

The Owner will notify the successful bidder in writing of its intent to award the Contract and request that certain required documents, including the Contract Form, bonds, and insurance be submitted within the time specified. The successful bidder's refusal to sign the Contract and provide the requested documents within the time specified may result in cancellation of the notice of intent to award and forfeiture of the bid security.

If an award is made, it will be made as soon as practicable and usually within 40 days after bid opening. Award may be delayed due to bid irregularities or a bid protest, or if the award date is extended by mutual consent. Bids shall be valid for 120 days after bid opening, and may be extended by mutual consent.

For AIP contracts, no award shall be made until the FAA has concurred in the Owner's recommendation to make such award and has approved the CBJ's proposed contract to the extent that such concurrence and approval are required by 49 CFR Part 18.

30-04 RETURN OF BID GUARANTY. The Owner will return bid guaranties, other than bid bonds:

- a. To all except the two lowest responsive and responsible bidders, as soon as practicable after the opening of bids; and
- b. To the two lowest responsive and responsible bidders immediately after Contract award.

30-05 PERFORMANCE AND PAYMENT BONDS. The successful bidder shall furnish all required Performance and Payment Bonds on forms provided by the Owner in the amount of 100% of the Bid. The Surety on each bond may be any corporation or partnership authorized to do business in the state as an insurer under AS 21.09 or two responsible individual sureties approved by the Contracting Officer.

If individual sureties are used, two individual sureties must each provide the Owner with security assets located in Alaska equal to the specified amount of each bond. The net worth and the total value of the security assets of each individual surety shall not be less than the penal amount of the bond. In addition, each individual Surety, upon the Owner's request, shall execute an affidavit if individual surety on a form provided by the Owner. Each individual surety affidavit contains a Certificate of Sufficiency that must be signed by an official of an institution having full knowledge of assets and responsibilities of the Surety. Any costs incurred by the Contractor and the individual Surety are subsidiary and shall be borne by the Contractor or the individual Surety. In no event will the Owner be liable for these costs.

Individual sureties shall provide security by one, or a combination, of the following methods:

- a. **Escrow Account.** An escrow account with a federally insured financial institution, in the name of the Owner. Acceptable securities include, but are not limited to, cash, treasury notes, bearer instruments having a specific value, or money market certificates.
- b. **First Deed of Trust.** A first deed of trust with the Owner named as beneficiary, against the unencumbered value of real property or an agreement by a second party, including deeds of trust, mortgage, lien, or judgment interests to subrogate their interests to the Owner in the real property offered by the individual Surety. A title insurance policy, with the Owner as a named beneficiary, and a current (within three months) professional appraisal or assessed valuation is required to ascertain the true value of the property offered as collateral. Fire and casualty insurance, with the CBJ as a named insured, and in limits and coverages acceptable to the Contracting Officer, are required if buildings or other valuable improvements are involved. The appraiser must acknowledge in writing that the appraisal is prepared for the benefit of the Owner and the Owner has the right to rely on its contents. The deed of trust must be recorded in the recording office where the property is located.

These bonds and security assets, as applicable, shall remain in effect for 12 months after the date of final payment or, if longer, until all obligations and liens under this Contract are satisfied, including, but not limited to, obligations under Subsection 70-19.

The Owner may, in its discretion, notify the bonding company or Surety of any potential default or liability.

The Contractor shall substitute, within five working days, another bond or surety acceptable to the Owner if an individual Surety or the Surety on any bond furnished in connection with the Contract:

- a. Becomes insolvent or is declared bankrupt;
- b. Loses its right to do business in any state affecting the work;
- c. Ceases to meet Contract requirements;
- d. Fails to furnish reports of financial condition upon request; or
- e. Otherwise becomes unacceptable to the Owner.

When approved by the Contracting Officer, the Contractor may replace:

- a. An individual surety with a corporate surety; or
- b. Posted collateral with substitute collateral.

Failure to maintain the specified bonds or to provide substitute bonds when required under this section may be grounds for withholding contract payments until substitute bonding is obtained, and may, in the Department's discretion, be grounds for declaring the Contractor in default.

30-06 INSURANCE REQUIREMENTS. The Contractor shall purchase and maintain the insurance required under this Article. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided, 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 the Contract Documents, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

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.

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 at the amounts specified:

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

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

- a. Contractor agrees to waive all rights of subrogation against the Owner 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. 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.

Commercial General Liability:

- | | | |
|----------------------------------|----------------|------------------|
| 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. This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Coverage for hired motor vehicles should include endorsement covering liability assumed under this Agreement.

Commercial Automobile Liability, including Owned, Hired, and Non-Owned Vehicles:

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

- D. Subcontractor's Commercial General Liability Insurance and Commercial Automobile Liability Insurance. The Contractor shall either require each of its Subcontractors to procure and to maintain Subcontractor's Commercial General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified herein or insure the activities of its Subcontractors in the Contractor's own policy, in like amount.
- E. Umbrella Coverage: Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

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.

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

All policies will provide for 30 Days written notice prior to any cancellation or nonrenewal of insurance policies required under contract. "Will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" wording will be deleted from certificates.

In any contract or agreement with subcontractors performing work, the Contractor shall require that all indemnities and waivers of subrogation it obtains, and any stipulation to be named as an additional insured it obtains, shall also be extended to waive rights of subrogation against the Owner and to add the Owner as an additional named indemnitee and as an additional insured.

The Owner's acceptance of deficient evidence of insurance does not constitute a waiver of Contract requirements.

Failure to maintain the specified insurance or to provide substitute insurance if an insurance carrier becomes insolvent, is placed in receivership, declares bankruptcy, or cancels a policy may be grounds for withholding Contract payments until substitute insurance is obtained, and may, in the Owner's discretion, be sufficient grounds for declaring the Contractor in default.

30-07 EXECUTION AND APPROVAL OF CONTRACT. The successful bidder shall execute and return the Contract Form and all other required documents to the Owner within the time specified, or within 15 days after receipt by the bidder if no time is specified. A contract is awarded only after it has been signed by the Contracting Officer.

30-08 FAILURE TO EXECUTE CONTRACT. If the successful bidder fails to appropriately execute and return the Contract Form and other documents within time specified, as required above, the Owner may cancel the intent to award and keep the bid guaranty. The Owner will then, in its discretion, award the Contract to the next lowest responsive and responsible bidder or readvertise the work.

30-09 ORAL STATEMENTS. The written terms of the Contract are binding. No oral statement of any person shall, in any manner or degree, modify or otherwise affect, change, or amend the terms of the Contract.

30-10 INTEGRATED CONTRACT. This Contract is an integrated document and contains the complete agreement and understanding of the parties. There are no unwritten agreements or understandings between the parties. Changes ordered or agreed upon, Directives given, or Equitable Adjustments issued under this Contract, and all other matters affecting the Contract, must be in writing in order to be binding and effective.

SECTION 40

SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the Contract is to provide for the construction and completion of every detail of the described work. The Contractor shall furnish all labor, material, supervision, equipment, tools, transportation, supplies, and other resources required to complete the work in the time specified and according to the Contract.

40-02 CHANGES.

- a. Within Contract Scope.** The Engineer may order changes within the general scope of the Contract at any time, and without notice to sureties, including altering, ordering additions to, or ordering deletions of quantities of any item or portion of the work. These changes shall be made by a written Change Order and shall not invalidate the Contract or release the sureties.
- (1) If the change does not materially differ in character or unit cost from specified Contract work, the Contractor shall perform the work at the original contract measurement methods and prices, subject to the provisions of Subsection 90-04.
- (2) If the change is materially different in character or unit cost from that specified in the Contract, a new Contract Item will be established, and an equitable adjustment to Contract price and Contract time shall be calculated by one of the following methods:
- (a) The Engineer and Contractor agree upon an adjustment to Contract price and Contract time, and the Engineer issues a change order for the described work;
- (b) The Engineer requires the Contractor to proceed with the described work, with an adjustment to contract price and contract time, calculated by time and materials basis under Subsection 90-05, and the Engineer issues a change order for the work. The Contractor shall keep complete daily records of the cost of such work; or
- (c) The Engineer may issue a unilateral Change Order requiring the Contractor to proceed with the work with an adjustment to the payment amount or Contract time based on the Engineer's estimate of reasonable value. The Contractor shall keep complete daily records of the cost of such work.
- (3) If the Engineer eliminates a Contract item, the Contractor shall accept compensation under Subsection 90-09.
- b. Outside Contract Scope.** Changes determined to be outside the general scope of the Contract shall be made only by Supplemental Agreement issued according to OWNER'S procurement regulations. Additional bonding or insurance may be required.
- c. Cost and Pricing Data.** Before a Change Order or Supplemental Agreement covering work for which there is no established Contract price will be approved, the Contractor shall submit detailed cost or pricing data regarding the changed work. The cost or pricing data shall include an itemization of production rates and all costs including labor, materials, and equipment required for the work. The Contractor shall certify that the data submitted are, to the best of its knowledge and belief, accurate, complete, and current as of a mutually agreed date and that the data will continue to be accurate and complete during the performance of the changed work.

40-03 DIFFERING SITE CONDITIONS. The Contractor shall immediately notify the Engineer in writing and specifically describe the alleged differing site condition if the Contractor discovers:

- a. Subsurface or latent physical conditions at the site, differing materially from those shown in the Contract documents, that could not have been discovered by a careful examination of the site; or
- b. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Failure to give the Engineer immediate written notice of the alleged differing site condition as required under this section constitutes a waiver of any future claim arising from or relating to the alleged differing site condition.

Unless otherwise directed by the Engineer, the Contractor shall leave the affected area undisturbed and suspend work in that area until the Engineer investigates the conditions.

If the Engineer finds that such conditions differ materially and increase or decrease the cost of, or the time required for, performance of the Contract, the Engineer will prepare a Change Order for an Equitable Adjustment to the Contract. The Contractor shall cooperate with the Engineer's preparation of the Change Order.

If the Contractor and the Engineer are unable to reach an agreement concerning the alleged differing site condition, the Contractor may file a claim under Subsection 50-17.

The Contractor shall keep accurate and detailed records of the actual cost of the work done as a result of the alleged differing site condition and shall allow the Engineer access to those records. Failure to keep records, to provide the Engineer with access to those records, or to give the notice required above will bar any recovery for the alleged differing site condition.

40-04 USE OF MATERIALS FOUND ON THE WORK. Before using borrow, the Contractor shall utilize Useable Excavation to construct the embankment layer on the project. Useable Excavation is stone, gravel, sand, or other material that is determined suitable by the Engineer, and that is encountered within the lines and grades of the project. For excavating the Useable Excavation and constructing the embankment with Useable Excavation, the Contractor shall be paid only the unit bid price for excavation. Hauling, placing, compacting and other activities required to construct the embankment with Useable Excavation shall be subsidiary to excavation, and the Contractor shall not be paid additional sums for those activities. The Engineer may approve the use of borrow when Useable Excavation is not available.

The Engineer may authorize the Contractor to use the Useable Excavation for Contract items other than construction of embankment, and the Contractor shall be paid both for the excavation of the Useable Excavation and for the other Contract Item for which it is acceptably used. If this action results in a shortage of embankment material:

- a. The Contractor shall replace the Useable Excavation used for Contract items other than embankment, on a yard for yard basis with borrow acceptable to the Engineer; and
- b. This replacement shall be at the Contractor's expense and at no additional cost to the Department. The Contractor shall pay any royalties required for the borrow.

The Contractor shall not excavate or remove any material that is within the project limits but outside the lines and grades, without written authorization from the Engineer.

In the event the Contractor has processed material from state-furnished sources in excess of the quantities required for performance of the Contract, the Department may retain possession of the surplus processed

materials, including any waste material produced as a by-product, without obligation to pay the Contractor for processing costs. When the surplus materials are in a stockpile, the Engineer may direct the Contractor to leave the materials in the stockpile, level the stockpile(s) or remove the materials and restore the premises to a satisfactory condition at no additional cost to the Owner.

The Contractor may temporarily use material from a structure that is designated to be removed to erect a new structure, but shall not cut or otherwise damage such material without the Engineer's approval.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the Contract that the safety of aircraft, the public, the airport's equipment and personnel, and the Contractor's equipment and personnel, shall be the most important consideration. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas of the airport, except as specifically provided in this Contract, with respect to its own operations and the operations of all its subcontractors. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft, whenever the airport is open to the arrival or departure of aircraft.

With respect to the Contractor's own operations and the operations of all the Contractor's subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, maintenance vehicles, or support vehicles at the airport.

When the Contract requires the maintenance of vehicular traffic on an existing roadway, the Contractor shall keep such roadway open to all traffic, and shall provide such maintenance as may be required to accommodate traffic and to keep the roadway smooth and even. The Contractor shall furnish, erect, and maintain barricades, warning signs, flaggers, and other traffic control devices in reasonable conformity with the *Manual on Uniform Traffic Control Devices for Streets and Highways* (published by the United States Government Printing Office) and the *Alaska Traffic Manual Supplement*, unless otherwise specified by the Owner. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roadways, and as required in Subsection 50-13.

The Contractor shall make their own estimate of all labor, materials, equipment, and incidentals necessary for providing the maintenance of aircraft and vehicular traffic as specified in this subsection.

The cost of maintaining the aircraft and vehicular traffic specified in this subsection shall not be measured or paid for directly, but shall be subsidiary to the various contract items, except that G-700, G-710, and P-670 pay items, if included in the bid schedule, will pay directly for the traffic control measures and hazardous area barriers that are specifically described for payment under those items.

40-06 REMOVAL OF EXISTING STRUCTURES. The Contractor shall leave in place, work around and protect from damage existing structures encountered within the project lines and grades; unless such existing structures are to be removed, demolished, relocated, or salvaged.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the Plans, the Contractor shall notify the Engineer prior to disturbing such structure. The Engineer will determine the disposition of existing structures so encountered according to the provisions of the contract.

The cost of working around and protecting existing structures, or removing existing structures including landfill waste fees, shall not be measured or paid for directly, but shall be subsidiary to the various contract items.

Structures that may be encountered within the project lines and grades shall be utilized in the work, and shall remain the property of the owner when so utilized in the work, unless otherwise indicated in the Contract.

40-07 CLEANUP. The Contractor shall remove all rubbish, solid waste, temporary structures, excess materials, and equipment from the project site, from state owned materials sources, and from all work areas before project completion.

40-08 VALUE ENGINEERING PROPOSALS BY CONTRACTOR.

- a. Purpose and Scope.** The purpose of this section is to encourage the Contractor to propose changes to Contract designs, materials, or methods based on the Contractor's experience and ingenuity. The Value Engineering Proposals (VEPs) contemplated are those that may result in immediate savings to the Owner under this Contract without impairing essential functions and characteristics of the Project, including, but not limited to: service life, economy of operation, ease of maintenance, desired appearance, and safety. Cost savings on this project resulting from VEPs offered by the Contractor and accepted by the Owner shall be shared equally between the Contractor and the Owner.

The following are not eligible for value engineering proposals: changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

- b. Submitting Proposals.** All VEPs must be in writing. The Contractor shall submit the following with each VEP:
- (1) A statement that the proposal is submitted as a Value Engineering Proposal under subsection 40-08;
 - (2) A description of the difference between the existing Contract requirements and the proposed change, stating the comparative advantages and disadvantages of each, including effects on service life, economy of operations, ease of maintenance, desired appearance, and safety;
 - (3) Drawings or specifications that show the proposed revisions relative to the original Contract requirements. The Contractor may submit schematics for conceptual approval of the proposal;
 - (4) A detailed and complete cost estimate comparing the original estimated costs for performing the work under the existing Contract and under the proposed VEP;
 - (5) A summary of the Contractor's development costs for the VEP, including costs for designing, testing, preparing and submitting the VEP;
 - (6) A description and estimate of added costs the Owner may incur in implementing the VEP, such as review, testing and evaluation of the VEP and Contract administration costs;
 - (7) A date by which the Owner must make a decision to obtain the cost savings projected in the VEP. The date identified must allow a reasonable time for the Owner to conduct an adequate review and evaluation of the VEP and process a Change Order without affecting the Contractor's schedule;
 - (8) A statement of the probable effect the VEP would have on the Contract completion time. The Owner's approval of the VEP shall not change the Contract completion date unless a change to the completion date is specifically provided for in the Change Order authorizing the VEP; and
 - (9) A description of any previous use or testing of the proposed change and the conditions and results. If the proposal was previously submitted on a local project, indicate the date, project name and number, and the action taken by the project's owner .

c. Conditions. VEPs will be considered only when all of the following conditions are met:

- (1) The Contractor has not based any bid prices on the anticipated acceptance of a VEP. If the VEP is rejected, the Contractor shall complete the work at the Contract prices.
- (2) VEPs, regardless of their approval status, become the property of the Owner. The Contractor shall submit VEPs without use or disclosure restrictions. The Owner shall have the right to use, duplicate or disclose the VEP and any data necessary to use the VEP on the Project, on any other project, and on any other Contracts. The Contractor shall identify any trade secret information, patented materials or proprietary processes that restrict use of the VEP.
- (3) The Owner is the sole judge as to whether a VEP qualifies for consideration and evaluation. It may reject any VEP that does not allow a reasonable time for adequate review and evaluation by the Owner or that requires excessive time or costs for review, evaluations, or investigations, or which is not consistent with the Owner's design standards and policies, safety considerations, land use restrictions, permit stipulations, right-of way limitations, or other essential criteria for the project. The Owner may reject a VEP without obligation to the Contractor if it contains proposals that are already under consideration by the Owner or that have already been authorized for the Contract.
- (4) If additional information is needed to evaluate a VEP, the Contractor shall provide it in a timely manner. Failure to do so may result in rejection of the VEP.
- (5) The Contractor may submit VEPs for an approved subcontractor if the Owner makes reimbursement to the Contractor.
- (6) If the Contractor hires a design professional to prepare the proposal, that professional must seal the documents and provide evidence of Professional Liability Insurance with limits acceptable to the Owner.
- (7) The Contractor shall not implement proposed changes before the Owner accepts the VEP.
- (8) The Owner shall not consider VEPs to share in cost savings due to changes previously ordered or authorized under other Contract sections or for work already done.
- (9) The Engineer shall reject all unsatisfactory work resulting from an accepted VEP. The Contractor shall remove all rejected work or materials, and shall reconstruct the work under the original Contract at the Contractor's sole expense under Subsection 50-11.
- (10) Reimbursement for modifications to the VEP to adjust field or other conditions is limited to the total amount of the original Contract bid prices.
- (11) The Owner shall not be held liable for costs or delays due to the rejection of a VEP, including but not limited to the Contractor's development costs, loss of anticipated profits and increased material, labor or overhead costs.

d. Processing.

- (1) The Engineer shall accept or reject the VEP, in writing, by the date the Contractor specifies, unless extended by mutual consent. If rejected, the Engineer will explain the reasons for rejection. A VEP may be rejected if the Contractor allows the Owner insufficient time to adequately review and evaluate it.
- (2) The Contractor may withdraw or modify a VEP at any time before it is accepted.

- (3) If the VEP is approved in concept (without final drawings and specifications), the Owner may either undertake the re-design itself or issue the Contractor a limited notice to proceed, subject to mutual agreement, authorizing the final design. The notice to proceed will include reference to any pertinent design criteria, Owner policies, and other limitations on the design or construction methods. Approval in concept does not constitute acceptance of the VEP and will not obligate the Owner to accept or pay for the final design.
- (4) If the final VEP is accepted, the Engineer will issue a Change Order under Subsection 40-02 incorporating the VEP into the Contract.

e. Payment. If the Owner accepts the VEP, payment will be authorized as follows:

- (1) The Owner will make a direct payment for the changed work at the unit or lump sum agreed prices in the Change Order. Such prices will include reimbursement of the Contractor's costs to develop and submit the VEP, including overhead and profit.
- (2) In addition, the Owner will share the net savings with the Contractor in a separate lump sum contract item, VEP Incentive, GCP-40a. The amount of the VEP incentive will be equal to 50 percent of the net savings to the Owner. The net savings are the difference between the original Contract price for the affected work and the cost of the revised work. For the purpose of this calculation, the cost of the revised work will include costs the Owner may incur as a result of the VEP, such as review of the proposal, testing and evaluation, and added Contract administration costs. These costs will be estimated and agreed to in the Change Order.
- (3) The VEP Incentive, contract item GCP-40a, will be paid on a prorated basis as the revised work is performed.

SECTION 50

CONTROL OF WORK

50-01 AUTHORITY OF THE ENGINEER. The Engineer has immediate charge of the engineering details of the project and is responsible for Contract administration. The Engineer has authority to reject defective material and suspend work being performed improperly. The Engineer has authority to accept completed work, issue Directives, issue Interim Work Authorizations, issue Change Orders, and recommend Contract payments.

The Engineer will decide all questions about the quality and acceptability of the materials furnished and the work performed by the Contractor, the Contractor's rate of progress, Contract interpretation and all other questions relating to Contract performance.

The Engineer has authority to suspend work for reasons listed under Subsection 80-06. If the suspension is to protect workers or the public from imminent harm, the Engineer may orally order the suspension of work. Following an oral order of suspension, the Engineer will promptly give written notice of suspension. In other circumstances, the Engineer will give the Contractor written notice of suspension before suspension of work. A notice of suspension will state the defects or reasons for a suspension, the corrective actions required to stop suspension, and the time allowed to complete corrective actions. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

- a. Suspend the work until it is corrected; and
- b. Employ others to correct the condition and deduct the cost from the Contract amount.

The Engineer may, at reasonable times, inspect any part of the plant or place of business of the Contractor or any subcontractor that is related to Contract performance, including private or commercial plants, shops, offices, or other places of business.

The Engineer may audit all books and records related to performance of the Contract, whether kept by the Contractor or a subcontractor, including cost or pricing data submitted under Subsection 40-02.

50-02 PLANS AND WORKING DRAWINGS. The CBJ shall provide the Contractor at least two half size sets of the conformed Plans and Contract including Special Provisions. If cross-sections are available, one set will be provided if requested in writing by the Contractor. The Contractor shall keep a complete set of these documents available on the project site at all times.

The Contractor shall supplement structure plans with working drawings that include all details that may be required to adequately control the work and that are not included in the Plans furnished by the Department. The Contractor shall not perform work or order materials until the working drawings for such work, or for changes, are approved by the Engineer.

The Contractor shall submit to the Engineer for approval five sets of any required preliminary detail or working drawings. The project name and number shall be stated in the title block for all drawings. The Contractor shall use full-size (22"x34") white paper with dark blue or black lines on all working and detail drawings.

The Contractor shall submit drawings to the Engineer in time to allow for review and correction before beginning the work detailed in the drawing. The Engineer shall return one set of these drawings, either approved or marked with corrections to be made, and shall retain the other sets.

Although the Contractor shall conduct its operations according to the approved working drawings, the Engineer's approval of working drawings does not change the Contract requirements or release the Contractor of the responsibility for successful completion of the work.

The Contractor is responsible for the accuracy of dimensions and details and for conformity of the working drawings with the Plans and Specifications. The Contractor shall indicate clearly on the working drawings any intended deviations from the Plans and Specifications and itemize and explain each deviation in the Contractor's transmittal letter. The Engineer may order the Contractor to comply with the Plans and Specifications at the Contractor's sole expense if the approved working drawings deviate from the Plans and Specifications and the Contractor failed to itemize and explain the deviations in the Contractor's transmittal letter.

Once the Contractor receives approval of the working drawings, the Contractor shall furnish to the Engineer:

- a. Enough additional copies to provide eight approved sets of prints;
- b. One set of reproducible transparencies (polyester film); and
- c. If requested, an electronic file in AutoCAD drawing interchange format (.DXF).

The Contractor shall include the cost of furnishing all working drawings in the Contract price.

50-03 CONFORMITY WITH PLANS AND SPECIFICATIONS. Work performed and materials furnished shall conform to the Plans, Specifications and approved Working Drawings, and be within specified tolerances. When tolerances are not specified, the Engineer will determine the limits allowed in each case.

All work or material not conforming to the Plans, Specifications, and approved Working Drawings is considered unacceptable unless the Engineer finds that reasonably acceptable work has been produced. In this event, the Engineer may allow non-conforming work or material to remain in place, but at a reduced price. The Engineer will document the basis of acceptance and payment by Change Order, unless the contract specifies a method to adjust the price of that item.

The failure of the Department to strictly enforce the Contract in one or more instances does not waive its right to do so in other or future instances.

50-04 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS. These Standard Specifications, Plans, Special Provisions, and all supplementary documents are essential parts of the Contract. They are intended to complement each other and describe and provide for a complete project. A requirement occurring in one is as binding as if occurring in all.

In case of conflict, calculated dimensions will govern over scaled dimensions. In the event that any of the following listed contract documents conflict with another listed contract document, the order of precedence is (with **a.** having precedence over **b.**, and **b.** having precedence over **c.**, etc.):

- a. Special Provisions
- b. Plans
- c. Standard Specifications
- d. Materials testing standards
- e. FAA Advisory Circulars

The Contractor shall not take advantage of any apparent error or omission in the Contract documents. The Contractor may not base a claim for additional compensation or Contract time on a patent error, omission, or conflict in the Contract documents. The Contractor shall notify the Engineer immediately of any apparent errors or omissions in the Contract documents. The Engineer will make any corrections or interpretations necessary to fulfill the intent of the Contract.

50-05 COOPERATION BY CONTRACTOR. The Contractor shall give the work the constant attention necessary for its progress, and shall cooperate fully with the Engineer, Owner staff, and other contractors in every way possible.

The Contractor shall employ, as its agent, a competent superintendent thoroughly experienced in the type of work being performed and capable of reading and thoroughly understanding the Plans and Specifications. The Contractor shall ensure that the superintendent is available at all times to receive and execute Directives and other instructions from the Engineer, to supervise workers and to coordinate the work of subcontractors. The Contractor shall give the superintendent full authority to supply the resources required. The Contractor shall furnish superintendence regardless of the amount of work sublet.

50-06 UTILITIES.

a. Bid Considerations. Bidders shall include in their bid the cost of:

- (1) Providing uninterrupted operation of visual and electronic signals, including power supplies and Lighting used in the guidance of aircraft, whenever the airport is open to the arrival or departure of aircraft;
- (2) All utility work that is specified in the Contract as work to be performed by the Contractor;
- (3) Working around or through all permanent and temporary utilities shown on the Plans, in both their present and adjusted positions;
- (4) Accommodating the removal, adjustment, or relocation of utilities shown on the Plans by entities other than the Contractor;
- (5) Construction and removal of temporary utilities, to provide temporary utility service during the construction or repair of a permanent utility; and
- (6) Other utility work not specifically identified as compensable in Subparagraph d Compensation.

The Owner will show the approximate locations of utilities it knows to be within the work zone on the Plans. Bidders shall expect that the location, elevation and nature of utilities may vary from what is shown on the Plans and shall factor those contingencies into the bid price. Additional utilities may exist that are not shown on the Plans. Compensation related to utilities not shown on the plans will only be available according to Subparagraph d Compensation.

When an entity other than the Contractor is to remove, adjust, or relocate any utility, the applicable completion dates or specific calendar days to complete the removal, adjustment, or relocation may be stated in the Special Provisions. If no date is stated in the Special Provisions, the Contractor shall work cooperatively with the utility owner during the Project.

b. Cooperation with Utility Owners. The Contractor assumes the obligation of coordinating their activities with utility owners, and shall cooperate with utility owners to facilitate removal, adjustment, or relocation operations, avoid duplication of work, and prevent unnecessary interruption of services. When a utility owner is identified in the Contract as being responsible for removing, adjusting, or relocating a utility, the Contractor shall give the utility owner 15 days advance written notice regarding the dates when the utility owner is required to begin and end operations.

The Contractor shall cooperate with utility owners to determine a utility progress schedule for all parties' utility work. The Contractor shall submit the schedule to the Engineer before beginning that portion of utility work. The Contractor shall update the utility progress schedule monthly and shall note time delays and their cause.

Utility owners are not required to work in more than one location at a time, and shall be allowed to complete a specific section of work prior to commencing another section. Utility owners will not normally perform adjustment or relocation of underground utilities when the ground is frozen. Utility owners may prohibit the Contractor, through the Engineer, from working near utilities when the ground is frozen.

The Owner has sole discretion to grant permits for utility work within the state right-of-way. The Contractor shall allow parties with utility permits to work and make excavations in the project.

If utility owners do not complete their work in a timely manner, the Engineer may direct the Contractor to temporarily relocate the utilities, to construct new utilities, or to make necessary repairs to complete the utility work.

c. Utility Work. The Contractor shall:

- (1) Make all necessary arrangements with utility owners to locate all utilities that may be within an area of work before excavation in that area, according to AS 42.30.400;

Request locates from all utilities having facilities in the area a minimum of fourteen (14) days prior to excavation. Utility company telephone numbers are as follows:

Dial before you Dig Line Locates (All Public Utilities)	907-586-1333
FAA Facilities, Bruce Lobdell	907-966-2535

The FAA has various navigational aids and other equipment in operation at Juneau International Airport. The approximate location of the power cables, control cables, and equipment is shown on the plans. There may be cables and equipment that are not shown on the plans. Contact the FAA for locates prior to excavation.

JNU Field Maintenance	907-789-4001
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The Owner has various equipment in operation at Juneau International Airport. The approximate location of the power cables, control cables, and equipment is shown on the plans. There may be cables and equipment that are not shown on the plans. The contractor will be responsible for locates of Owner utilities. Provide minimum of fourteen (14) days prior to excavation notice to JNU Field Maintenance.

All costs associated with utility locates shall be considered subsidiary to other pay items and no separate payment shall be made.

- (2) Provide right-of-way staking and construction staking with lines and grades before excavation in that area;
- (3) Prevent damage to utilities or utility property within or adjacent to the project;
- (4) Carefully uncover utilities where they intersect the work; When utility lines are found in areas of excavation, hand dig pot-holes every 100 feet along the cable to maintain visibility of the cable. This hand work is subsidiary to the item(s) of work being performed that require this service.
- (5) Immediately stop excavating in the vicinity of a utility and notify the Engineer and the utility owner if an underground utility is discovered that was not field marked or was inaccurately field marked;
- (6) Promptly notify the utility owner and the Engineer in the event of accidental interruption of utility service, and cooperate with the utility owner and the Engineer until service is restored;
- (7) Take all precautions necessary to protect the safety of workers and the public when performing work involving utilities;
- (8) Follow an approved traffic control plan;

- (9) Keep the length of open trench excavation to a minimum, backfill trenches as work is completed;
- (10) Cover open trenches with metal plates capable of bearing traffic where traffic will cross trenches;
- (11) Maintain continuous utility service and install temporary utility systems where needed;
- (12) Ensure all excavation conforms to AS 42.30.400 – 42.30.490;
- (13) Ensure all excavation and utility work conforms to excavation requirements in 29 CFR 1926, Subpart P, and confined space requirements in 29 CFR 1926.21(b)(6);
- (14) Ensure all work undertaken near energized high voltage overhead electrical lines or conductors conforms to AS 18.60.670, AS 18.60.675, AS 18.60.680 or other applicable law;
- (15) Ensure all work undertaken near energized high voltage underground electric lines or conductors conforms to all applicable laws and safety requirements of the utility owner;
- (16) When required by the utility owner, provide for a cable watch of overhead power, underground power, telephone, and gas;
- (17) Obtain plan approval from the local fire authority, and provide for the continued service of fire hydrants, before working around fire hydrants;
- (18) Do all pressure testing or camera testing required to verify utility acceptance in a timely manner; and
- (19) Coordinate the Storm Water Pollution Prevention Plan (SWPPP) (Section P-157) with their work and the utility companies' work.

d. Compensation.

- (1) Except as otherwise specifically provided in this Subparagraph d, no equitable adjustment will be paid by the Owner:
 - (a) Due to any variations in location, elevation, and nature of utilities shown on the Plans, or the operation of removing, adjusting, or relocating them;
 - (b) For any delays, inconvenience, or damage sustained as a result of interference from utility owners, interference from utilities, or interference from the operation of removing, adjusting, or relocating utilities; or
 - (c) For any adjustments or relocations of utilities requested for the Contractor's convenience.
 - (d) For locating any utilities.
- (2) Except as otherwise specifically provided in this Subparagraph d, the Engineer will issue a Change Order with equitable adjustment if:
 - (a) Utilities not shown on the Plans require removal, adjustment, or relocation;
 - (b) Conflicts occur between utilities not shown on the Plans and other necessary work; or
 - (c) Conflicts due to the required elevation of a utility occur between new and existing utilities that are both shown on the Plans.

- (3) When the Contractor damages utilities, the utility owner may choose to repair the damage or require the Contractor to repair the damage. When the Contractor damages utilities:
- (a) No equitable adjustment will be paid by the Owner, and the Contractor shall be solely responsible for repair costs and expenses, when:
 - 1. The Contractor failed to obtain or conduct field locates before performing the work that resulted in the damage;
 - 2. The utility was field located by the utility owner or operator, and the field locate is accurate within 24 horizontal inches if the utility is buried 10 feet deep or less, or the field locate is accurate within 30 horizontal inches if the utility is buried deeper than 10 feet;
 - 3. The plan profile or the field locate does not indicate or inaccurately indicates the elevation of a buried utility;
 - 4. The utility is visible in the field; or
 - 5. The Contractor could otherwise reasonably have been aware of the utility.
 - (b) The Engineer will issue a Change Order with an equitable adjustment for the cost of repairing damage if:
 - 1. The field locate by the owner or operator of a buried utility erred by more than 24 horizontal inches if the utility is buried 10 feet deep or less, or 30 horizontal inches if the utility is buried deeper than 10 feet;
 - 2. The utility was not shown on the Plans or other Contract documents, and the Contractor could not reasonably have been expected to be aware of the utility's existence; or
 - 3. The Contractor made a written request for a field locate according to AS 42.30.400, the utility owner did not locate the utility according to AS 42.30.410, and the Contractor could not reasonably have been expected to be aware of the utility's existence or location.
- (4) If a delay is caused by a utility owner, is beyond the control of the Contractor, and is not the result of the Contractor's fault or negligence, the Engineer may issue a Change Order with an equitable adjustment to contract time, but no equitable adjustment will be made for the cost of delay, inconvenience or damage. Additional contract time may be granted if the cause of delay is because a utility owner is to perform utility work:
- (a) By dates stated in the Special Provisions, and the utility work is not completed by the dates stated; or
 - (b) In cooperation with the Contractor, and the utility owner does not complete the work in a timely manner, based on a written progress schedule agreed upon by the Contractor and the utility owner.
- (5) If the Engineer orders the Contractor to make necessary construction or repairs due to incomplete utility work by utility owners, the Contractor will be paid as specifically provided for in the Contract, or the Engineer will issue a Change Order with equitable adjustment.
- e. Cooperation with Airport Management and FAA.** The Contractor shall coordinate their activities and cooperate with the Airport Management and the FAA, and shall provide 45 days advance written notice to them before working on utilities in the Air Operations Area. When the work of this contract requires the closing of a runway that has visual or navigational aids, interruption of service to these

aids, or displacement of a threshold, allow sufficient advance notice (through the Engineer) for the FAA to deactivate/activate these devices. Comply with subsection 80-04d FAA Systems Operations Control Center notification requirements. The Contractor shall include and cooperate with Airport Management, the FAA, and the Engineer, in determining a utility progress schedule for work on the Airport Property. The Contractor shall provide to the Engineer daily written updates of all actions that may effect the operation of visual and electronic signals, lighting, or power supplies, used in the guidance of aircraft.

The Contractor shall submit a written plan to repair damaged utilities to the Engineer, and shall follow the plan when repairing damaged utilities. The plan shall identify repair personnel or subcontractors. The Contractor shall not work on or adjacent to utilities unless repair personnel are available to repair damaged utilities. Personnel repairing utilities shall be licensed for the work required, and shall have the tools and material required to repair damaged utilities within the time limits required.

When damage affects, or may in the Engineer's opinion affect, the function of navigational or visual aids, the Contractor shall repair damage within two hours. When damage affects, or may in the Engineer's opinion affect, the function of utilities, the Contractor shall repair the damage within 24 hours.

50-07 COOPERATION BETWEEN CONTRACTORS. The Owner may, at any time, contract for and perform other or additional work on or near the Project. The Contractor shall allow other contractors reasonable access across or through the Project.

The Contractor shall cooperate with other contractors working on or near the Project, and shall conduct work without interrupting or inhibiting the work of other contractors. All contractors working on or near the Project shall accept all liability, financial or otherwise, in connection with their Contract. No claim shall be made by the Contractor or paid by the Owner for any inconvenience, delay, damage or loss of any kind to the Contractor due to the presence or work of other contractors working on or near the Project.

The Contractor shall coordinate and sequence the work with other contractors working within the same project limits. The Contractor shall properly join the work with work performed by other contractors and shall perform the work in the proper sequence to that of the others. The Contractor shall arrange, place, and dispose of materials without interfering with the operations of other contractors on the same project. The Contractor shall defend, indemnify and save harmless the Owner from any damages or claims caused by inconvenience, delay, or loss that the Contractor causes to other contractors.

50-08 SURVEY CONTROL. The Owner will provide sufficient horizontal and vertical control data to establish the planned lines, grades, slopes, shapes, and structures. The Contractor shall provide all additional survey work to maintain control during the project. The survey work shall meet the requirements set forth in the *Alaska Construction Surveying Requirements*.

The Contractor shall provide all survey work including, but not limited to: project layout, cross sections, slope stakes, grade stakes, as-built measurements, and quantity measurements. Immediately upon completion of initial cross sections, the Contractor shall furnish reduced and checked survey notes to the Engineer. From time to time throughout the work, as requested by the Engineer, the Contractor shall take appropriate sections and shall provide the Engineer with reduced and checked notes from which quantity calculations for progress payment purposes can be accomplished. Notes shall be kept in a neat, orderly, and legible form according to professional surveying practices.

Upon completion of each phase of the work, the Contractor shall furnish the Engineer with all necessary measurements for completion of the as-built drawings. The Contractor shall include identification and location of project features where actual locations differ from locations shown on the Plans. All original survey notes and field books shall become the property of the Owner and shall be delivered to the Engineer as a condition to final payment on this contract.

The cost of surveying is to be subsidiary to the items of work for which surveying is required, except where a pay item for specified surveying work is included in the bid schedule.

50-09 DUTIES OF THE INSPECTOR. The Owner's inspectors are authorized to examine all work done and materials furnished, but cannot approve work or materials. Only the Engineer can approve work or materials. The inspectors can reject work or materials until any issues can be referred to and decided by the Engineer. The inspectors may not alter or waive any Contract requirements, issue instructions contrary to the Contract or act as foremen for the Contractor.

50-10 INSPECTION OF WORK. All materials and each part and detail of the work shall be subject to inspection by the Owner. The Contractor shall allow safe access to all parts of the work and provide information and assistance to the Engineer to ensure a complete and detailed inspection.

Any work done or materials used without inspection by an authorized Owner representative may be ordered removed and replaced at the Contractor's expense, unless the Owner failed to inspect after being given reasonable written notice that the work was to be performed.

The Contractor shall remove and uncover portions of finished work when directed. After inspection, the Contractor shall restore the work to Contract requirements. The cost to uncover and restore work shall be at the Contractor's expense, except the Owner will pay the cost to uncover and restore work if (1) an authorized Owner representative had previously inspected the work or the Contractor had provided reasonable prior written notice that the work was to be performed and (2) the Owner finds the uncovered work to be acceptable. If the Owner finds the uncovered work to be unacceptable, the cost to correct the work, or remove and replace the work, shall be at the Contractor's expense.

Representatives of Contract funding agencies have the right to inspect the work. This right does not make that entity a party to the Contract and does not interfere with the rights of parties to the Contract.

The Owner's observations, inspections, tests and approvals shall not relieve the Contractor from properly fulfilling its Contract obligations and performing the work according to the Contract. Work that has been inspected but contains latent or hidden defects shall not be deemed acceptable even though it has been inspected and found to be according to the Contract.

The State of Alaska Department of Labor may require electrical inspection of Public Structures. The Contractor shall request inspection by contacting the Electrical Inspector in Anchorage, Alaska, Phone (907) 269-4925. The Contractor shall request inspection a minimum of two weeks prior to the expected date of inspection being needed. If more than one item requires inspection, the Contractor shall submit a list to the Engineer and Electrical Inspector, with dates for all stages that requires inspection. The Department has no control over or responsibility for the timing of inspections by the Electrical Inspector.

50-11 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the Contract shall be deemed unacceptable by the Engineer, unless otherwise determined acceptable under Subsection 50-03. The Contractor shall correct, or remove and replace, work or material that the Engineer deems unacceptable, as ordered by the Engineer and at no additional cost to the Owner.

The Contractor shall establish necessary lines and grades before performing work. Work done before necessary lines and grades are established, work done contrary to the Owner's instructions, work done beyond the limits shown in the Contract, or any extra work done without authority, will be considered as unauthorized and shall not be paid for by the Owner, and may be ordered removed or replaced at no additional cost to the Owner.

If the Contractor fails to promptly correct, remove, or replace unacceptable or unauthorized work as ordered by the Engineer, the Engineer may employ others to remedy or remove and replace the work and will deduct the cost from the Contract payment.

50-12 LOAD RESTRICTIONS. The Contractor shall comply with all vehicle legal size and weight regulations of 17 AAC 25 and the *Administrative Permit Manual*, and shall obtain permits from the DOT&PF Division of Measurement Standards & Commercial Vehicle Enforcement before moving oversize or overweight equipment on a state highway.

The Engineer may permit oversize and overweight vehicle movements within the project limits provided the Contractor submits a written request and an acceptable Traffic Control Plan. No overloads will be permitted on a pavement, base or structure that will remain in place in the completed project. The Contractor shall be responsible for all damage done by their equipment due to overloads, and for damage done by a load placed on a material that is curing and has not reached adequate strength to support the load.

50-13 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the airport and related airport facilities located within the project from the date construction begins until the Contractor receives a letter of substantial completion (definition in Subsection 10-03). The Contractor shall maintain these areas continually and effectively on a daily basis, with adequate resources to keep them in satisfactory condition at all times. The Contractor shall maintain those areas outside the project that are affected by the work, such as haul routes, detour routes, structures, material sites, and equipment storage sites during periods of their use.

The Engineer may relieve the Contractor of this maintenance responsibility for specified portions of the project:

- a. During a seasonal suspension of work. Approximately one month prior to seasonal suspension of work, the Contractor shall hold a preliminary meeting with the Engineer and Airport Management to outline the work the Contractor expects to complete before shut down and the condition the project is to be left in. The Contractor shall then schedule a field review for acceptance by the Owner for winter maintenance. At the field review a punch list shall be prepared for implementation prior to acceptance. In order for the Contractor to be relieved of winter maintenance responsibility, the surface of all embankments shall be properly crowned for drainage and all edge lighting shall be in good working order. After acceptance for winter maintenance and until the Contractor resumes construction operations, maintenance of the facility agreed upon will be the responsibility of the Owner; or
- b. Following partial acceptance (Subsection 50-14).

Avoid placing foreign objects and debris (FOD) or any debris capable of causing damage to aircraft landing gears or propellers or of being ingested in jet engines on surfaces in active aircraft movement areas. Ensure that all loose material and debris has been removed from the sides of equipment and haul vehicles prior to travel on airport or road surfaces. Keep all active runway, taxiway, and apron areas swept clean of materials spilled by your operations. Clean spilled materials off of closed runways, taxiways, or aprons prior to opening these areas to aircraft. If FOD is spilled on an active runway, taxiway, or apron, remove it immediately. The Engineer reserves the right to suspend all hauling operations until FOD is removed from active aircraft movement areas. Hauling time lost due to the suspended haul will not be considered reason to extend contract time or reason for a claim. The Engineer will allow hauling to continue when the spilled material is cleaned up to his satisfaction. FOD preventative measures and FOD cleanup of runways, taxiways, haul routes, and equipment is subsidiary to the contract and no additional payment will be made.

The Owner is responsible for routine snow removal and ice control only on those portions of the project that the Owner accepts for maintenance.

The Contractor shall maintain previously constructed work until a subsequent course, layer, or structure covers that work. The Contractor shall repair damage done to the work as described in Subsection 70-15.

All costs of maintenance work during construction and before the project is accepted as substantially complete shall be subsidiary to the prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

If in the Engineer's opinion, the Contractor at any time fails to provide adequate maintenance, the Engineer will notify the Contractor of such noncompliance. The notification will specify the areas or structures for which there is inadequate maintenance, the corrective maintenance required, and the time allowed to complete corrective maintenance. If the Contractor fails to take the corrective action within the specified time, the Engineer may:

- a. Suspend the work until corrective maintenance is completed;
- b. Assess a traffic price adjustment against the Contract Amount when an adjustment rate is specified in the Contract; and
- c. Employ others for corrective maintenance and deduct the cost from the Contract amount.

50-14 PARTIAL ACCEPTANCE. The Contractor may submit a written request for partial acceptance of a geographically separate unit of the project. The Engineer will accept the unit in writing before project completion if the Engineer inspects the unit and finds that the unit is substantially complete to Contract requirements, and acceptance is in the best interest of the State.

The Contractor may submit a written request for partial acceptance of a completed useable portion of the project. The Engineer may, in their discretion, accept the portion in writing before project completion if the Engineer performs an inspection of the portion and finds that the portion is substantially complete to Contract requirements, and acceptance is in the best interest of the State.

Partial acceptance of the unit or portion neither voids nor alters any Contract terms.

50-15 PROJECT COMPLETION. The Contractor shall notify the Engineer, in writing, upon substantial completion of all work provided for under the Contract. The Engineer will then schedule and conduct the final inspection. If the inspection discloses that any work is incomplete or unsatisfactory, the Engineer will give the Contractor a list of work items that must be completed or corrected to reach substantial completion and to reach final completion. The Contractor shall promptly complete or correct any work determined unsatisfactory by the final inspection and request a re-inspection.

The Engineer will identify the date of substantial completion in a letter of substantial completion. The letter of substantial completion will relieve the Contractor of further maintenance responsibility except as listed under Subsection T-901-3.4 Maintenance of Seeded Areas. The letter of substantial completion will not stop Contract time or relieve the Contractor of the obligation to fully complete the work as required by the Contract specifications.

When all physical work and cleanup provided for under the Contract is found to be complete, except for work specified under Subsection T-901-3.4 Maintenance of Seeded Areas, the Engineer will issue a letter of project completion. Project completion stops the Contract time, but does not relieve the Contractor of any other Contract obligations.

50-16 FINAL ACCEPTANCE AND RECORD RETENTION. The Owner will issue the letter of Final Acceptance after all of the following:

- a. Project completion;
- b. Receipt of all certificates, as-builts, warranties, and other required documents;
- c. Receipt of record drawings;
- d. Receipt of releases from all parties who are entitled to claims against the project;
- e. Receipt of a final subcontractor list;

- f. Receipt of the Contractor's Compliance Certificate and Release Form (located at the end of this Section), with no exceptions;
- g. Certification of payment of payroll and revenue taxes by DOLWD and State Dept. of Revenue;
- h. Receipt of a copy of "Notice of Completion of Public Works" form approved by the Wage and Hour Administration of the Labor Standards and Safety Division of the Alaska Department of Labor and Workforce Development; and
- i. Alaska Department of Labor Employment Security Tax Clearance letter for the Prime Contractor and all Subcontractors, a copy of which is located at the end of this Section.
- j. Final payment under the Contract.

Final Acceptance will release the Contractor from further Contract obligations, except those:

- a. Specified under Subsection 70-19;
- b. Required by law or regulation; or
- c. Continuing obligations established by provisions of this Contract, such as warranty, guaranty, indemnity, insurance, or bond.

The Contractor and the subcontractors shall maintain all books and records relating to performance of the Contract for three years after the date of final payment of the Contract and each subcontract.

50-17 CLAIMS. The Contractor shall notify the Engineer as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a claim for additional compensation or an extension of Contract time or of any dispute regarding a question of fact or interpretation of the Contract. The Engineer has no obligation to investigate any fact or occurrence that might form the basis of a claim or to provide any additional compensation or extension of Contract time unless the Contractor notifies the Engineer in a timely manner of all facts the Contractor believes form the basis for the claim.

If the claim or dispute is not resolved by agreement within seven days of the date the Engineer is notified by the Contractor, the Contractor shall within the next fourteen days submit an Intent to Claim in writing to the Engineer.

If the Contractor believes additional compensation or time is warranted, the Contractor shall immediately begin keeping complete, accurate, and specific daily records concerning every detail of the potential claim including actual costs incurred, and shall give the Engineer access to any such records and furnish the Engineer copies, if requested. Equipment costs must be based on the Contractor's internal rates for ownership, depreciation, and operating expenses and not on published rental rates.

The Contractor shall submit a written claim to the Contracting Officer within 90 days after the date the Contractor became aware of the basis of the claim or should have known of the basis of the claim, whichever is earlier. The Contracting Officer will issue written acknowledgement of the receipt of the claim.

The Contractor waives any right to claim if the Engineer was not notified properly or afforded the opportunity to inspect conditions or monitor actual costs or if the Claim is not filed on the date required.

- a. The written Claim must include all of the following:
 - (1) The act, event, or condition giving rise to the claim;

- (2) The Contract provisions that apply to the claim and that provide for the requested relief;
 - (3) The item or items of Contract work affected and how they were affected;
 - (4) The specific relief requested, including Contract time if applicable, and the basis upon which it was calculated;
 - (5) Revised progress schedules under Subsection 80-03; and
 - (6) A certification signed by the Contractor that the claim is made in good faith, that the supporting cost and pricing data are accurate and complete to the best of the Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment that the Contractor believes is due.
- b. The claim, in order to be considered, must show:
- (1) That the Contractor suffered damages or delay;
 - (2) The damages or delay were caused by the act, event, or condition listed in the claim; and
 - (3) That the Contract entitled the Contractor for relief due to the act, event, or condition specified in the Claim.

The Owner may request the Contractor to provide additional information relating to the claim at any time before issuing a decision. The Contractor shall provide the Owner with the requested additional information within 30 days of receiving a request. Failure to furnish the additional information may be regarded as a waiver of the claim.

The Owner will review Claims and within sixty (60) days of the receipt of the Claim, take one or more of the following actions: (1) request additional supporting data from the Contractor or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, (5) advise the parties that the Owner is unable to resolve the Claim, (6) request an Advisory Opinion from the **Dispute Resolution Board (See 50-18 below)**, or (7) refer the Claim to the Dispute Resolution Board for a formal hearing.

The Owner will approve or reject Claims by written decision stating the reasons therefore and notifying the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Owner shall be final and binding on the parties but subject to referral to the Dispute Resolution Board.

When a written decision by the Owner states that (1) the decision is final but subject to referral to the Dispute Resolution Board, then (2) a demand for referral to the Dispute Resolution Board of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand is sent the final written decision. Failure to demand referral to the Dispute Resolution Board within said 30 days' period shall result in the Owner's Representative's decision becoming final and binding upon the Owner and Contractor. If the Owner's Representative renders a decision after Dispute Resolution Board proceedings have been initiated, such decision may be entered as evidence, but shall not supersede said proceedings unless the decision is acceptable to all parties concerned

Criminal and civil penalties authorized under AS 36.30.687 (including, but not limited to, forfeiture of all claimed amounts) may be imposed on the Contractor if the Contractor makes or uses a misrepresentation in support of a claim, or defrauds or attempts to defraud the Owner at any stage of prosecuting a claim under this Contract.

50-18 DISPUTE RESOLUTION BOARD

Any Claim arising out of or related to the Contract shall, after initial submission to or action by the Owner or 60 days after submission of the Claim to the Owner, should no action be taken by the Owner, be referred to a Dispute Resolution Board for its decision as a condition precedent to litigation or the institution of legal or equitable proceedings by either party.

The parties shall endeavor to resolve their Claims before the Dispute Resolution Board as early in the dispute resolution process as possible. Referral to the Dispute Resolution Board shall be filed in writing with the other party to the Contract and the Dispute Resolution Board for the Project.

Dispute Resolution Board. Within 30 days following the Notice to Proceed, the Owner and Contractor shall jointly select a third-party Dispute Resolution Board (See Appendix F) and share compensation of the Dispute Resolution Board and all related costs equally. The Dispute Resolution Board shall comprise (1) a member selected by the Owner and approved by the Contractor, (2) a member selected by the Contractor and approved by the Owner and (3) a member selected by the two aforementioned members and approved by the Owner and Contractor. The Dispute Resolution Board shall meet in person or via teleconference in a location mutually agreed upon at least on a quarterly basis. The Dispute Resolution Board may issue Advisory Opinions and Formal Recommendations for resolution. Final decisions made by the Owner, following formal hearings and recommendations for resolution from the Dispute Resolution Board, may be appealed to the Superior Court for the First Judicial District of the State of Alaska, at Juneau, if such appeal is brought pursuant to the Alaska Rules of Appellate Procedure within 30 days. A formal recommendation for resolution from the Dispute Resolution Board is a condition precedent to any court proceeding regarding any Claim.

SECTION 60

CONTROL OF MATERIAL

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The Contractor shall furnish all materials required to complete the work except those specified to be furnished by the Owner. The Contractor shall supply materials that are new and that meet Contract requirements. All manufactured materials shall be delivered and stored in their original containers and shall show the manufacturer's name, brand, and identifying number.

The Contractor shall furnish airport lighting equipment that conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the Plans or Specifications, the Contractor shall furnish such equipment that is certified and listed under AC 150/5345-53, *Airport Lighting Equipment Certification Program*.

The Contractor shall notify the Engineer of proposed sources of materials at least 30 days before shipment, and shall submit to the Engineer a complete list of materials to be purchased from suppliers sufficiently in advance of fabrication or shipment to permit the Owner to inspect the materials.

The Owner's inspectors may inspect any materials, including those originating outside Alaska, at the supply source or other locations. Materials may be conditionally approved at the supply source or other location, but are subject to field inspection and may be ordered removed under Subsection 50-11 if they do not conform to Contract requirements. Inspectors are authorized to reject materials that do not conform to specifications until any issues can be referred to and decided by the Engineer. Inspectors will report their actions to the Engineer.

The Contractor shall submit a manufacturer's certificate of compliance for each item listed on the Material Certification List. The Engineer may authorize the use of materials based on a manufacturer's certificate of compliance, see Subsection 60-05. Materials incorporated into the project on the basis of a manufacturer's certificate of compliance may be tested at any time, whether in place or not, and, if they do not conform to Contract specifications, they may be rejected and ordered removed under Subsection 50-11.

The Engineer may authorize the use of materials listed in the Alaska Department of Transportation and Public Facilities *Qualified Products List*. Materials incorporated into the project on the basis of the *Qualified Products List* may be tested at any time, whether in place or not, and, if they do not conform to Contract specifications, they may be rejected and ordered removed under Subsection 50-11.

The Contractor may request substitution of specified materials with equivalent materials. Requests for substitution shall be submitted to the Engineer, and shall include a manufacturer's statement that certifies, for each lot delivered:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and
- b. Suitability for the use intended in the Contract work.

The Engineer will determine the acceptability of a proposed substitute for use in the project. If a substitute is approved, a Change Order will be executed. The Owner is never required to accept substitution. The Contractor shall not incorporate substitute materials into the project without written approval from the Engineer. The Engineer may test substitute materials at any time, whether in place or not, and, if the substitute materials do not meet Contract specifications, they may be rejected and ordered removed under Subsection 50-11.

60-02 MATERIAL SOURCES.

a. General. The Contractor shall:

- (1) Utilize Useable Excavation according to Subsection 40-04 before using material sources listed in Subsection 60-02.d. When there is insufficient useable excavation furnish additional required materials from sources of the Contractor's choice, except that the Contractor shall use a mandatory source when identified in the Contract;
- (2) Produce a sufficient quantity of materials meeting the specifications to complete the project;
- (3) As a subsidiary cost: clear and grub, strip, drill and blast, excavate, crush, sort, blend, screen, wash, stockpile, haul, and rehandle material as needed to produce and deliver the specified product;
- (4) Determine the type of equipment and methods to be used;
- (5) Expect variations in material quality within the deposits, and procure material only from acceptable portions of the deposit, regardless of source ownership; and
- (6) Prevent erosion, sedimentation, and pollution within a materials source.

The Contractor agrees that:

- (7) The costs to explore and develop material sources, including all production effort, are subsidiary to the cost of providing the specified material;
- (8) The Engineer may order the Contractor to procure material only from certain portions of the source and may reject material from other portions of the source that does not conform to the specifications; and
- (9) All material required may not be procurable from any one source and the Contractor may need to change between sources. That contingency is to be factored into the unit bid price for the Contract Item.

b. Inspection and Acceptance. The Contractor shall perform sampling and testing during materials processing and placement according to its Quality Control Plan (Subsection 60-03.a.) and shall obtain acceptable material samples from locations designated within the source.

The Owner will sample and test materials to determine the quality of the source, at its expense, as part of its Acceptance Testing (Subsection 60-03.b.). The Owner will reject materials when the samples do not meet specifications. The Owner may reject a proposed materials site when samples do not meet specifications.

c. Awareness Training. The operator of the Contractor's sand and gravel surface mine or other similar materials source shall provide Site-Specific Hazard Awareness Training in compliance with 30 CFR 46.11 for all the Engineer's personnel before beginning operations. All other workers shall be given training in compliance with 30 CFR 46 before exposure to mine hazards. The training must be offered at each surface mine that will be used to supply processed aggregates. A qualified person must provide the training. The training shall be according to the operator's written training plan approved by the Mine Safety and Health Administration, covering the following items:

- (1) Site-specific health and safety risks;
- (2) Recognition and avoidance of hazards;
- (3) Restricted areas;
- (4) Warning and evacuation signals;

- (5) Evacuation and emergency procedures;
- (6) Other special safety procedures; and
- (7) A site tour.

The Contractor shall require the Engineer's personnel to sign the *Visitor's Log Book* upon completion of the training to indicate that training was provided. Training is a subsidiary cost.

- d. **Type of Sources.** The Contractor shall utilize Useable Excavation according to Subsection 40-04 before using material sources listed in this Subsection. When there is insufficient Useable Excavation, the Contractor shall furnish additional required materials from sources of the Contractor's choice, except that the Contractor shall use a mandatory source when identified in the Contract.

When there is insufficient Useable Excavation, the Contractor shall supply additional required material from the following sources:

- (1) **Contractor-Furnished Sources.** For a material source that is a commercial plant as defined in Subsection 80-01.c.(1) the Contractor shall:

- (a) Acquire the necessary rights and permits to obtain material from a commercial plant;
- (b) Pay as subsidiary costs all related costs to obtain and use material from the source; and
- (c) Be solely responsible for the quality and quantity of materials.

For all Contractor-Furnished sources that are not a commercial plant, the Contractor shall:

- (d) Acquire the necessary rights and permits to take materials from the sources including state-owned sources that are not under the Owner's control;
- (e) Pay as subsidiary costs all related costs to obtain, develop, and use the sources, including but not limited to permit costs and mineral royalties;
- (f) Be solely responsible for quality and quantity of materials; and
- (g) Obtain all necessary rights, permits, and plan approvals before clearing or disturbing the ground in the material source.

No equitable adjustment or other compensation will be made for any additional costs, including increased length of haul, if the Contractor:

- (h) Chooses to change material sources for any reason;
- (i) Is unable to produce a sufficient quantity or quality of materials from Contractor-Furnished sources; or
- (j) Encounters unexpected, unforeseen, or unusual conditions within Contractor-Furnished sources.

- (2) **Mandatory Sources.** The Owner may identify material sources in the Contract from which the Contractor is required to take a specified quantity of material. No other source will be permitted for that portion of material unless prior approval is obtained from the Engineer. The Contract will specifically define these sources as Mandatory Sources and define rights and stipulations for each site. The Owner will provide a materials report that estimates quality and quantity of material for these sources.

The Contractor acknowledges that samples from within a source may not be representative of the entire source. The Contractor must expect variations of quality and quantity within the source and shall factor that contingency into the unit bid price for the material. No equitable adjustment will be paid for variations encountered within the source.

If it is subsequently found that the quality or quantity of material producible from a Mandatory Source is not as represented by the materials report, and a change of source is necessary for that reason alone, a Change Order with equitable adjustment will be made.

- (3) Designated Sources.** The Owner may identify material sources in the Contract which are available to the Contractor but which the Contractor is not required to use. The Contract will specifically define these sources as Designated Sources and define rights and stipulations for each site. The Owner will provide a materials report that estimates quality and quantity of material for these sources.

The Contractor acknowledges that samples from within a source may not be representative of the entire source. The Contractor must expect variations of quality and quantity within the source and shall factor that contingency into the unit bid price for the material. No equitable adjustment will be paid for variations encountered within the source.

If the Contractor elects to use a Designated Source, and it is subsequently found that the quality and quantity of material producible from that source is not as represented by the materials report, and a change of source is necessary for that reason alone, a Change Order with equitable adjustment will be made. If the Contractor chooses to change between or among sources for any other reason than quantity or quality of material, no equitable adjustment will be paid.

- (4) Available Sources.** The Owner may identify other material sources that are available for use for the project by the Contractor. The Contract will specifically define these sources as Available Sources. The Department makes no guarantee as to quality or quantity of material in Available Sources. The Contractor is responsible for determining the quality and quantity of material, and if additional sources are needed. The Contractor shall be responsible for identifying the rights and stipulations for each site with the owner of the site.

When the Owner furnishes copies of existing boring logs, test results, or other data in its possession concerning Available Sources, the Contractor is responsible for determining the accuracy and completeness of this data, for any assumptions the Contractor makes based on this data, and for exploring all Available Sources to the Contractors satisfaction.

The Owner makes no representation, guarantees, or warranty whatsoever, expressed or implied, as to:

- (a)** The quality or quantity of materials producible from an Available Source, even if such information is indicated in a Materials Report or Soils Investigation Report;
- (b)** Whether boring logs, test results or data reliably represent current existing subsurface conditions;
- (c)** Whether interpretations of the boring logs, test results, or other data are correct;
- (d)** Whether moisture conditions and indicated water tables vary from those found at the time borings were made;
- (e)** Whether the ground at the location of the borings was physically disturbed or altered after the boring was made; and

- (f) The condition, materials, or proportions of the materials between borings, regardless of any subsurface information the Owner may make available.

The availability of subsurface information from the Owner shall not relieve the Contractor from any risks, or of any duty to make on-site examinations and investigations, or of any other responsibility under the Contract or as may be required by law.

No equitable adjustment will be made if the quality and quantity of material available from an Available Source is not as represented in any information provided by the Owner, nor if a change of source is necessary for any other reason whatsoever. The use of Available Sources is entirely at the Contractor's option and the Contractor bears all risk associated with their decision to use an Available Source.

- (5) **Excluded Material Sources.** Some material sources may not be considered acceptable regardless of location or ownership. The bid documents may identify some material sources excluded from use. The Owner reserves the right to exclude any material source or any portion of a material source, at any time after Contract award, that is determined by material testing to be unsuitable for use on the project.
- e. **Rights, Permits and Plan Approvals for Material Sources.** Before disturbing the site of a material source, the Contractor shall acquire and pay for all necessary rights, permits and plan approvals indicated in this Subsection and in Subsection 70-02. For each material site the Contractor shall:
 - (1) Acquire approval for a Mining and Reclamation Plan (MRP) or receive an exemption, according to AS 27.19. The MRP shall include:
 - (a) Plan and cross-sectional views of the site;
 - (b) Applicable boundaries or property lines;
 - (c) Areas and depths to be developed;
 - (d) Locations of access roads, stripping, sorting, and waste piles, crushing and plant sites, stockpile sites, drainage features, erosion and pollution control features; and
 - (e) Condition the Contractor will leave the site after the materials extraction is completed, including reseeded.
 - (2) Submit a SWPPP as required by Section P-157.

After completing work in a materials source, the Contractor shall finish and grade work areas to a neat, acceptable condition according to the approved MRP. Reclamation of a Contractor-furnished source will be in accord with the Contractor's MRP.

60-03 TESTING AND ACCEPTANCE. Materials are subject to inspection and testing by the Owner at any time before, during, or after they are incorporated into the project. Use of untested materials is at the Contractor's risk. The Contractor shall remove and replace unacceptable material according to Subsection 50-11.

- a. **QUALITY CONTROL.** The Contractor is responsible for the quality of construction and materials used in the work. Quality control is process control, and includes all activities that ensure that a product meets Contract specifications. Contractor quality control is subsidiary to the applicable items unless a contract item for Quality Control is established on the bid schedule.

The Contractor shall implement a Quality Control Program in conformance with Section GCP-100, Contractor Quality Control Program.

- b. ACCEPTANCE TESTING.** The Owner has the exclusive right and responsibility for determining the acceptability of the construction and incorporated materials.

The Owner will sample materials and perform acceptance tests at its expense. Copies of tests will be furnished to the Contractor upon request. When material is sampled by other than DOT&PF personnel or their agent(s), the sampling must be witnessed by, and possession of the sample immediately transferred to, DOT&PF personnel or their agent(s).

The Contractor shall not rely on the CBJ's acceptance testing for its quality control. The Owner's acceptance testing is not a substitute for the Contractor's quality control. The Engineer may retest materials that have failed the Owner's acceptance test, but is not required to do so.

Acceptance sampling and testing frequencies may be located in the Appendix to these Specifications, and are incorporated into the Contract.

60-04 PLANT INSPECTION. The Owner may periodically inspect manufacturing methods, manufactured lots and materials at the source of production. The Owner may approve, conditionally approve, or reject them.

The Contractor shall:

- a.** Notify the Owner of the production and fabrication schedule at least 30 days before beginning work on any item requiring inspection, and notify the Owner 48 hours before beginning production or fabrication;
- b.** Give the inspector full and safe access to all parts of the plant used to manufacture or produce materials; and
- c.** Cooperate fully and assist the inspector during the inspection.

Materials may be rejected if the Owner requests a plant inspection and the materials are produced or fabricated without a plant inspection. The materials may be tested at any time before final acceptance, whether in place or not, and whether approved at a plant inspection or not. If the materials do not meet Contract specifications, they may be rejected and ordered removed under Subsection 50-11. If rejected materials are incorporated into the project, the Owner may require those materials to be removed and replaced at the Contractor's expense under Subsection 50-11.

60-05 CERTIFICATES OF COMPLIANCE. The Engineer may authorize the use of certain materials or assemblies based on a manufacturer's certificate of compliance. The certificate must state that the material or assembly fully complies with Contract requirements, include the project name and number, and be signed by the manufacturer. The certificate must accompany each lot of the materials or assemblies delivered to the project and must clearly identify the lot.

The Contractor shall submit a manufacturer's certificate of compliance, as required, for each item listed on the Materials Certification List (MCL) included in the Contract documents. The Contractor shall submit additional manufacturer's certificates of compliance if required by the Contract or by the Engineer. If the Specifications require a material certification that is not listed on the MCL, the Engineer reserves the right to add it.

Materials or assemblies incorporated into the project on the basis of a manufacturer's certificate of compliance may be tested at any time, whether in place or not, and, if they do not meet Contract specifications, they may be rejected and ordered removed under Subsection 50-11. The Engineer may refuse permission to incorporate materials or products into the project based on a manufacturer's certificate of compliance that does not meet specifications.

60-06 STORAGE OF MATERIALS. Materials shall be stored to preserve their quality and fitness for the work, and so they can be readily inspected. Materials inspected before storage may be inspected again, before or after being incorporated into the project. The Contractor shall:

- a. Use only approved portions of the project site for storage of materials and equipment or plant operations;
- b. Provide any additional space needed for such purposes without extra compensation;
- c. Restore Owner-owned or controlled storage and plant sites to their original condition without extra compensation;
- d. Obtain the landowner's or lessee's written permission before storing material on private property, and furnish copies of the permission to the Engineer, if requested; and
- e. Restore privately owned or leased storage sites, without extra compensation from the Owner, to their original condition or as agreed to between the Contractor and the private owner.

60-07 CBJ-FURNISHED MATERIAL. Material furnished by the Department will be made available to the Contractor at a CBJ yard or delivered at the locations specified in the Special Provisions.

The Contractor shall include the cost of handling and placing all materials after they are delivered in the Contract price for the item in connection with which they are used. The Contractor is responsible for all material delivered to the Contractor. Deductions will be made from any monies due the Contractor to make good shortages and deficiencies from any cause whatsoever, for any damage that may occur after delivery, and for demurrage charges.

60-08 SUBMITTAL PROCEDURE. The Contractor shall complete a Submittal Register, and shall submit it to the Engineer on forms provided by the Department. The Submittal Register shall list all working drawings, schedules of work and other items required to be submitted to the Department by the Contractor including but not limited to Storm Water Pollution Prevention Plan, Quality Control Program, Progress Schedule, Utility Repair Plan, Blasting Plan, Mining Plan, annual EEO reports, DBE payment documentation and subcontracts. The register shall be filled out sequentially by bid item and shall allow at least three spaces between bid items. The intent of the Submittal Register is to provide a blueprint for the smooth flow of specified project documents.

Submit catalog cuts and manufacturer's certifications to the Engineer for review as required by the Materials Certification List (MCL) or by the Contract. The Engineer will track material submittals using the MCL. Choose materials or equipment in the L series of bid items that are FAA certified under AC 150/5345-53, Airport Lighting Equipment Certification Program; except for items not certified such as beacon towers and electrical duct. The Engineer will approve the L series bid items that meet contract requirements and are FAA certified under this AC without further review. For materials other than L series, you may submit for approval a material that is listed on the Qualified Products List, and if that material meets Contract requirements, the Engineer will grant approval without further review.

The number of copies required for submittals may be included in the specifications for individual bid items. If the number of copies of a submittal is not otherwise specified, three copies shall be required. On each sheet submitted to the Owner, including working drawings, catalog cuts, manufacturer's certifications, etc., space shall be provided for Contractor and Owner review stamps.

Each copy of each submittal shall include a Submittal Summary sheet. The Contractor may use forms provided by the Owner or a similar form of the Contractor's choice as approved by the Owner. The Contractor shall sign submittals and submit them to the Engineer. The Owner will review submittals within 30 days after they are received. The Owner will return submittals to the Contractor as either: approved, conditionally approved with the conditions listed, or rejected with the reasons listed. The Contractor may

resubmit a rejected submittal to the Engineer with more information or corrections. The Owner will review resubmittals within 30 days after they are received. The Contractor shall not order material or use working drawings that have not been approved by the Owner. The Contractor shall be responsible for timely submittals. Failure by the Owner to review submittals within the time given may be the basis for a request for extension of Contract time but not for additional compensation.

Payment for a specific contract item will not be made until the Owner has received the Submittal Register for all items and approved all required submittals for that specific contract item.

60-09 BUY AMERICAN STEEL AND MANUFACTURED PRODUCTS.

- a. The Contractor agrees that only domestic steel and manufactured products will be used by the contractor, subcontractors, material, men, and suppliers in the performance of this contract, as defined below.
- b. The following terms apply to this clause:
 - (1) **Steel and Manufactured Products.** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced or manufactured in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60% of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs c.(1) or c.(2) shall be treated as domestic.
 - (2) **Components.** As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 - (3) **Cost of Components.** This means the costs for production of the components, exclusive of final assembly labor costs.
- c. **Buy American Certificate.** Execution and submission of the Buy American Certificate Form 25D-061, is required according to sections 30-07 and 30-08. If there are no exceptions to be listed on the certificate, the bidder shall enter "NONE" on the first line.

If exceptions are listed on the Buy American Certificate, they shall meet at least one of the following criteria for the certificate to be considered appropriately executed:

- (1) Those products or materials that the U.S. Department of Transportation has determined, under the *Aviation Safety and Capacity Expansion Act of 1990*, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality. (The current list is included on the back of Form 25D-061.)
- (2) Those products or materials where the U.S. Department of Transportation has determined, under the *Aviation Safety and Capacity Expansion Act of 1990*, that domestic preference would be inconsistent with the public interest.
- (3) Where inclusion of domestic material will increase the cost of the overall project contract by more than 25%.

60-10 OPERATION AND MAINTENANCE MANUALS. The Contractor shall provide operation and maintenance manuals for equipment and systems incorporated in the work. The Contractor shall submit one set of all manuals 60 days prior to substantial completion for review by the Owner. The Contractor shall make corrections noted by the Owner, and submit 5 complete sets of manuals 14 days prior to substantial completion.

The Contractor shall submit the manuals in neatly bound hard cover loose-leaf three ring binders. Include project name, Contractor's/Subcontractor's name, address and telephone number on each cover. Prepare data in the form of an instruction manual with a table of contents and a tabbed fly leaf for each section.

The Contractor shall provide a separate section for each product or system installed which includes the following:

- a. Description of each unit or system and the component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests. Systems shall include:
 - (1) Heating System
 - (2) Fuel Oil Storage and Supply System
 - (3) Runway Lighting System
- b. Product data with each sheet marked to clearly identify the specific products, component parts, and data applicable to installation. Delete inapplicable information. Product data shall include:
 - (1) Lighting Fixtures
 - (2) Wiring Devices
 - (3) Electric Power Distribution Components
 - (4) Runway Lighting System Components
 - (5) Thaw Wire and Heat Trace System Components
 - (6) Fuel Tank Capacity Diagram (converting stick readings at 6-inch vertical increments to gallons)
- c. Include drawings to supplement product data and illustrate relations of component parts of equipment and systems. Show control and flow diagrams. Provide copies of all approved shop drawings. Drawings shall include:
 - (1) Equipment Storage Building Plans
 - (2) Electrical Equipment Enclosure Plans
 - (3) Runway Lighting One-line Control and Power Diagrams
 - (4) Electric Power One-line Diagrams
 - (5) Electric Power Panel Directories
 - (6) Thaw Wire and Heat Trace Systems
- d. Type text as required to supplement product data and show logical sequence of operations for each procedure, incorporating the manufacturer's instructions.
- e. Operating procedures to include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include any special operating instructions. Include reprogramming instructions for all programmable equipment. Systems shall include:
 - (1) Runway Lighting System
 - (2) Heating System
 - (3) Fuel Oil Storage and Distribution System
- f. Maintenance requirements and repair data. Include routine procedures. Provide a guide for troubleshooting, disassembly, repair, and reassembly. Provide alignment, adjusting, and checking instructions. Maintenance and repair data shall include:
 - (1) Heating System
 - (2) Fuel Oil Storage and Distribution System
- g. Supplies and replacement parts. For each item of equipment and each system list names, addresses, and telephone numbers of subcontractors and suppliers. Provide local source of supplies

and replacement parts with complete nomenclature and commercial number of replacement parts. Provide a copy of manufacturer's recommended spare parts list for applicable equipment. Provide data for:

- (1) Lamps for Runway Lighting System
- (2) Lamps for Lighting Fixtures
- (3) Fuel Oil System

- h. Warranties. Include copies of warranties.
- i. Tests. Include logs of all tests performed.

SECTION 70

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of, observe, and comply with all federal, state, and local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, that in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work.

In addition to all other laws, the Contractor shall fully comply with all laws, regulations and permits issued by agencies of the United States and the State of Alaska when working in, over or adjacent to wetlands, tidelands, anadromous fish streams, eagle nests, navigable waters, or coastal waters.

In addition to other laws, the Contractor shall ensure that all work in, over or adjacent to navigable waters is conducted so that free navigation of the waterways is not obstructed and that existing navigable depths are not impaired, except as allowed by the U.S. Coast Guard and the U.S. Army Corps of Engineers.

The Contractor and the Surety shall defend, indemnify, and hold harmless the Owner and its representatives against any claim or liability related to violations of any laws, ordinances, regulations, orders, decrees or permits by the Contractor, the Contractor's agents, the Contractor's employees, a subcontractor at any tier, or a supplier or service provider.

The Contractor has the affirmative duty to keep informed of and comply with all laws. The Contractor is not entitled to and shall not rely on any Department employee's interpretation, whether oral or written, of any law, ordinance, regulation, order, or decree, or any permit issued by an agency other than the Owner or the CBJ.

70-02 PERMITS, LICENSES, AND TAXES. The terms, conditions, and stipulations in permits obtained either by the Department or by the Contractor are made a part of this Contract.

The Owner will:

- a. Secure permits and licenses that the Owner determines are required for the construction of the proposed project, and the use of mandatory sources, designated sources and designated waste disposal areas for the proposed project; and
- b. Modify Owner-acquired permits during the performance of the contract, if deemed necessary by the Engineer.

The Contractor shall:

- a. Acquire any permits and licenses required to complete the project that are not acquired by the Owner;
- b. Provide qualified professionals to collect data or perform studies necessary to acquire permits for the use of sites not previously permitted;
- c. Give all notices required for the prosecution of the work;
- d. Abide by all permits and licenses whether acquired by the Owner or by the Contractor;
- e. Notify the Engineer promptly if any activity cannot be performed as specified in the permits, and cease conducting the activity until permit modifications or any required additional permits are obtained;

- f. Obtain modifications to permits acquired by the Contractor;
- g. Pay all charges, fees and taxes; and
- h. Provide proof of payment of all taxes before the Owner makes final payment.

The Contractor shall not work in areas that are not permitted for use by the Contract. Before working in an area not previously permitted for use by the Contract, the Contractor shall:

- a. Contact all government agencies having possible or apparent permit authority over that area;
- b. Obtain all required permits, clearances, and licenses from those agencies;

These permits and clearances may include, but are not limited to: APDES General Permit, State Historic Preservation Officer approval; Department of Natural Resources Coastal Consistency Determination, Title 41. Mining Reclamation, and Temporary Water Use Permits; Department of Environmental Conservation Section 401 Certification, Solid Waste Disposal Site and Construction Camp Permits; Department of Fish and Game Special Area Permits; U.S. Fish and Wildlife Service Threatened and Endangered Species clearance; U.S. Corps of Engineers Section 404/10 Permits; city or local government development permits and flood hazard permits; and the permission of the property owner or lessee.

- c. Obtain permission from any property owners or lessees with an interest in the property; and
- d. Provide all of the following to the Engineer:
 - (1) All permits or clearances necessary to use the site for its intended purpose(s);
 - (2) A written statement that all permits or clearances necessary have been obtained;
 - (3) Written evidence that the Contractor has contacted all of the relevant agencies and that no additional permits are required on the part of the Contractor, including at a minimum the name of the agency and staff person contacted, the date contacted, and result of coordination; and
 - (4) A plan that identifies how the site will be finally stabilized and protected.

The Engineer may reject a proposed site if the Contractor fails to provide any of the above information or to demonstrate that a proposed site can be finally stabilized to eliminate future adverse impacts on natural resources and the environment.

70-03 PATENTED DEVICES, MATERIALS AND PROCESSES. If the Contractor employs any design, device, material, or process covered by patent, trademark, or copyright, the Contractor shall obtain and provide the Engineer with a copy of a suitable legal agreement with the patentee or owner.

The Contractor and the Surety shall defend, indemnify, and hold harmless the Owner and its representatives and any affected third party or political subdivision from any claim, cause of action, and damages for infringement arising from or relating to the Contractor's use of a patented design, device, material, process, trademark, or copyright.

70-04 WAGE RATES. The Contractor and all subcontractors shall pay the current prevailing rate of wages as per AS 36.05.010 and this Contract. On federally funded projects the Contractor and all subcontractors shall pay the higher of the appropriate wage rates published by the Alaska Department of Labor and the U.S. Department of Labor, for each individual job classification. The Contractor and all subcontractors shall file certified payroll with the Alaska Department of Labor and Workforce Development (DOLWD) and with the Engineer for all work performed on the project.

Before beginning work the Contractor shall file a Notice of Work with DOLWD and pay all required fees. After finishing work the Contractor shall file a Notice of Completion with DOLWD and pay all additional fees required by increases in the Contract amount.

70-05 FEDERAL PROVISIONS. The Contractor shall:

- a. Observe all federal laws, rules, regulations and grant requirements applicable to the project; and
- b. Allow appropriate federal officials access to inspect the work.

The federal government is not a party to the Contract. The Contractor agrees that federal inspections will not form the basis for any claim against the federal government or the Owner for interference with the rights of the Contract parties.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor shall provide and maintain neat and sanitary accommodations for employees that meet all federal, state and local requirements.

The Contractor shall comply with federal, state, and local laws, rules, and regulations concerning construction safety and health standards, including U.S. Mine Safety and Health Administration rules when the project includes pit or quarry operations.

The Contractor shall not expose the public to, or require any workers to work under, conditions that are unsanitary, hazardous, or dangerous to health or safety.

The Contractor is responsible for ensuring all workers are adequately protected. The Contractor shall have a safety and health management program that complies with AKOSH requirements, and includes:

- a. A worksite hazard analysis;
- b. A hazard prevention and control plan including personal protective equipment and safe work procedures required for specific tasks;
- c. New employee training and periodic worker training regarding safety and health;
- d. Regular safety meetings with written documentation of attendance, safety topics discussed, worker safety complaints, and corrective actions taken; and
- e. A designated safety officer, employed by the Contractor, who monitors the construction site and is responsible for implementing the safety and health management program.

The Contractor and Surety shall defend, indemnify and hold harmless the Owner from all claims, causes of action and judgments arising from or relating to the Contractor's failure to comply with any applicable federal, state or local safety requirement, regulation or practice, whether or not listed above.

70-07 ARCHAEOLOGICAL OR HISTORICAL DISCOVERIES. When the Contractor's operation encounters prehistoric artifacts, burials, remains of dwelling sites, paleontological remains, shell heaps, land or sea mammal bones, tusks, or other items of historical significance, the Contractor shall:

- a. Immediately cease operations at the site of the find;
- b. Immediately notify the Engineer of the find; and
- c. Not disturb or remove the finds or perform further operations at the site of the finds until directed by the Engineer.

The Engineer will issue an appropriate Change Order if the Engineer orders suspension of the Contractor's operations or orders the Contractor to perform extra work in order to protect an archaeological or historical find.

70-08 PUBLIC CONVENIENCE AND SAFETY, AND RAILWAY PROVISIONS. The Contractor shall control its operations and those of its subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft, airport personnel and vehicular traffic in the AOA, except as specifically provided in this Contract. The Contractor's operations and those of its subcontractors and all suppliers, shall be done according to subsection 40-05 and shall limit operations for the convenience and safety of the traveling public as specified in subsection 80-04.

70-09 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS. The Contractor shall furnish, erect, and maintain all barricades, warning signs and markings for hazards necessary to protect the public and the work. It shall be the Contractor's responsibility to maintain markers at all times to separate areas closed to aircraft from adjacent areas that are open to aircraft. When used during periods of darkness, such barricades, warning signs and hazard markings shall be suitably illuminated. Barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18 inches high. Barricades shall be spaced as detailed or specified but not more than 25 feet apart.

For public vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in conformity with the *Manual on Uniform Traffic Control Devices for Streets and Highways* (published by the United States Government Printing Office) and the *Alaska Traffic Manual Supplement* (published by the State of Alaska Department of Transportation and Public Facilities), and according to the Traffic Control Plan.

When the work requires closing an airport operations area of the airport or portion of such area, the Contractor shall furnish, erect and maintain temporary markings and associated lighting conforming to the requirements of AC 150/5340-1, *Standards for Airport Markings*, and according to the Construction Safety Plan.

For work within the airport property, the Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and parked construction equipment that may be hazardous to the operation of emergency, fire-rescue, maintenance or support vehicles on the airport in conformance to AC 150/5370-2, *Operational Safety on Airports During Construction*.

The Contractor shall identify each motorized vehicle or piece of construction equipment in conformance to AC150/5370-2.

Open-flame type lights shall not be permitted within the air operations areas of the airport.

70-10 USE OF EXPLOSIVES. The Contractor shall not use explosives on airport property. The Contractor shall obey all laws, regulations and permits applicable to using, handling, loading, transporting, or storing explosives. When using explosives, the Contractor shall take utmost care not to endanger life, property, new construction, or existing portions of the project and facilities that are to remain in place after the project is complete.

The Contractor shall provide notice to property owners, the traveling public, and utility companies in the vicinity before using explosives. The Contractor shall provide a minimum of three working days notice to the Federal Aviation Administration and the airport manager. The Contractor shall notify police and fire authorities in the vicinity before transporting or using explosives. The Contractor shall provide notice sufficiently in advance to enable all potentially affected parties to take whatever steps they may deem necessary to protect themselves and their property from injury or damage. The Contractor shall not use explosives until a Notices to Airmen (NOTAMs) has been issued. Each new use of explosives may require a

separate NOTAMs to be issued. The Contractor shall not use electric blasting caps within 1,000 feet of the airport property.

The Contractor is liable for all property damage, injury, or death resulting from the use of explosives on the project. The Contractor and Surety shall indemnify, hold harmless, and defend the State of Alaska from all claims related to the use of explosives on the project, including claims from government agencies alleging that explosives were handled, loaded, transported, used, or stored improperly.

70-11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

a. Property Marks. The Contractor shall:

- (1) Be responsible for and protect from disturbance all land monuments and property marks until the Engineer has approved the witnessing or otherwise referenced their locations; and
- (2) Not move such monuments or marks without the Engineer's approval.

b. Damage to Property. The Contractor shall:

- (1) Be responsible for all damage to public or private property resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work;
- (2) Be responsible for all damage to public or private property resulting from defective work or materials at any time, before, during, or after project completion; and
- (3) Restore all such damaged property to a condition similar or equal to that existing before the damage occurred, at no additional cost to the Owner.

c. Protection of Natural Resources. The Contractor shall:

- (1) Conduct work in a manner that minimizes disturbance to and protects natural resources in compliance with all federal, state, and local laws and regulations;
- (2) When working near designated wetlands, as defined by the Corps of Engineers, place no fill, nor operate equipment outside the permitted area;
- (3) When working in or near designated anadromous fish streams, as defined by AS 41.14.840 and AS 41.14.870, place no fill or dredge material, nor operate equipment, within or on the banks of the stream (including fording) except as permitted by the State Fish Habitat Permit issued for the project; and
- (4) Not refuel and service equipment within 100 feet of wetlands and/or other water bodies.

d. Hazardous Materials. Hazardous materials include but are not limited to petroleum products, oils, solvents, paints, lead based paints, asbestos, and chemicals that are toxic, corrosive, explosive, or flammable. Except as otherwise specified in this Contract, the Contractor shall:

- (1) Not excavate, nor use for fill, any material at any site suspected of or found to contain hazardous materials or petroleum fuels;
- (2) Not raze and remove, or dispose of structures that contain asbestos or lead-based paints;
- (3) Not stockpile, nor dispose of, any material at any site suspected of or found to contain hazardous materials or petroleum;

- (4) Report immediately to the Engineer any known or suspected hazardous material discovered, exposed, or released into the air, ground, or water during construction of the project;
 - (5) Report any containment, cleanup, or restoration activities anticipated or performed as a result of such release or discovery;
 - (6) Handle and dispose of hazardous material with properly trained and licensed personnel who follow an approved Hazardous Material Control Plan as per Section P-157. Dispose of hazardous material according to federal, state and local laws and regulation.
 - (7) Store, handle and dispose of hazardous material that the Contractor or subcontractors brought to or used on the project, at no additional cost to the Department.
- e. **Protected Areas.** The Contractor shall not use land from any park, recreation area, wildlife or waterfowl refuge, or any historical site located inside or outside of the project limits for excess fill disposal, staging activities, equipment or material storage, or for any other purposes unless permitted by the Contract or unless all permits and clearances necessary for such work have been obtained by the Contractor as detailed in Subsection 70-02.
- f. **Solid Waste.** The Contractor shall remove all debris, trash, and other solid waste from the project site as soon as possible and according to the Alaska Department of Environmental Conservation Solid Waste Program.
- g. **Restoring Areas.** Areas used by the Contractor, including haul routes, shall be restored to their original condition after the Contractor's operations are completed. The original condition of an area shall be determined as follows: Prior to commencement of operations, the Engineer and the Contractor shall inspect each area and haul route that will be used by the Contractor and take photographs to document their condition. After construction operations are completed, the condition of each area and haul route will be compared to the earlier photographs. Prior to demobilization the Contractor shall repair damages attributed to its operations. The Contractor agrees that all costs associated with repairs shall be subsidiary to other items of work and will not be paid for directly.
- h. **Material Disposal Sites.** Offsite disposal areas may be at locations of the Contractor's choice, provided the Contractor obtains from the owner of such land written permission for such dumping and a waiver of all claims against the State for any damage to such land which may result there from, together with all permits required by law for such dumping. A copy of such permission, waiver of claims, and permits shall be filed with the Engineer before commencing work on private property. The Contractor's selected disposal sites shall also be inspected and approved by the Engineer prior to use of the sites.

70-12 FOREST PROTECTION. The Contractor shall:

- a. Comply with all laws and regulations of the United States and the State of Alaska, local governments, or other authorities governing the protection of forests and the carrying out of work within forests;
- b. Keep forest areas in an orderly condition;
- c. Dispose of all refuse and obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures according to the requirements of the supervising authorities;
- d. Take all reasonable precautions to prevent and suppress forest fires;

- e. Require workers and subcontractors, both independently and at the request of officials, to do all reasonably within their power to prevent and suppress and to assist in preventing and suppressing forest fires; and
- f. Make every possible effort to notify the appropriate forestry agency at the earliest moment of the location and extent of any forest fire.

70-13 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, hold harmless, and defend the Owner and its agents and employees from any and all claims or actions for injuries or damages whatsoever sustained by any person or property that arise from or relate to, directly or indirectly, the Contractor's performance of the Contract; however, this provision has no effect if, but only if, the sole proximate cause of the injury or damage is the Department's negligence.

This Contract does not create a third party benefit to the public or any member of the public, nor does it authorize any person or entity not a party to this Contract to maintain a suit based on this Contract or any term or provision of the Contract, whether for personal injuries, property damage, or any other claim or cause of action.

70-14 OPENING SECTIONS OF THE PROJECT TO TRAFFIC. The Engineer may, at their discretion, order the Contractor to open sections of the work to traffic prior to completion of the entire project. Openings under this section shall not constitute (a) acceptance of the opened sections or any other part of the work or (b) a waiver of any other provision of the Contract.

The Engineer may establish a time period for completing any features of the opened section of work that are behind schedule.

The Contractor shall:

- a. Maintain the opened portions of the work without additional compensation;
- b. Perform all necessary repairs or renewals on the opened sections of the work without additional compensation;
- c. Conduct the remainder of the work with minimum interference to traffic; and
- d. Maintain barricades and other safety devices required by AC 150/5370-2, *Occupational Safety on Airports During Construction*, to provide separation of opened and closed sections of the project.

70-15 CONTRACTOR'S RESPONSIBILITY FOR WORK. The Contractor shall be responsible for implementing all preventative measures necessary to protect, prevent damage, and repair damage to the work from all causes at no additional cost to the Department. This duty continues from the date construction begins until the date specified in a letter of Substantial Completion or Partial Acceptance of a specific section of the project. Where there is a Partial Acceptance, the duty ends only as to the accepted portion of the work. This duty continues during periods of suspended work, except in specific sections the Owner has agreed to maintain under Subsection 50-13.a. Seasonal Suspension of Work.

The Contractor shall rebuild, repair, restore, and make good all losses or damages to any portion of the work including that caused by vandalism, theft, accommodation of public traffic, and weather. The Owner will only be responsible for loss or damage due to unforeseeable causes beyond the control of and without the Contractor's fault or negligence, such as Acts of God, the public enemy, and governmental authorities.

In case of suspension of work from any cause, the Contractor shall take such precautions as may be necessary to prevent damage to the work or facilities affected by the work. This will include providing for drainage and erecting any necessary temporary structures, signs, or other facilities and maintaining all living material such as plantings, seedings, and soddings.

70-16 RESERVED.

70-17 FURNISHING RIGHT-OF-WAY. The Owner will secure all necessary right-of-way or property in advance of construction. Any exceptions will be indicated in the Contract.

70-18 PERSONAL LIABILITY OF PUBLIC OFFICIALS. There shall be no liability upon the Engineer and their authorized representatives, either personally or as officials of the state, in carrying out any of the provisions of this Contract, or in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters the Engineer and their authorized representatives act solely as agents and representatives of the State. The Contractor shall bring no suit related to or arising under this Contract naming as defendants any State officer, employee or representative in either their personal or official capacities, and shall include a prohibition to that effect in all subcontracts entered into for this Project.

70-19 NO WAIVER OF LEGAL RIGHTS. The Department shall not be precluded nor estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The Owner shall not be precluded nor estopped, notwithstanding any measurement, estimate, or certificate and payment, from recovering from the Contractor or the Contractor's Sureties, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the Owner, or by any representative of the Owner, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver by the Owner of any portion of the Contract or of any right of the Owner to damages. A waiver by the Owner of any breach of the Contract shall not be held to be a waiver of any other subsequent breach.

70-20 GRATUITY AND CONFLICT OF INTEREST. The Contractor shall not extend any loan, gratuity, or gift of money of any form whatsoever to any employee of the Owner, nor will the Contractor rent or purchase any equipment or materials from any employee of the Owner or to the best of the Contractor's knowledge from any agent of any employee of the Owner. The Contractor shall execute and furnish the Owner an affidavit certifying that the Contractor has complied with this section before final acceptance.

SECTION 80

PROSECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Contractor shall obtain the Owner's written approval before the Contractor or any subcontractor sublets, sells, transfers, assigns, or otherwise disposes of the Contract or any portion of the Contract.

The Contractor shall perform, with the Contractor's own organization, work amounting to at least 30 percent of the difference between the original Contract price and the price of designated Specialty Items. For the purpose of this Subsection, work is defined as the dollar value of the services, equipment, materials, and manufactured products furnished under the Contract. The Engineer will determine the value of the subcontracts based on Contract unit prices or upon reasonable value, if entire items are not subcontracted.

The Owner's consent to the subletting, sale, transfer, assignment, or disposal of all or a part of the Contract shall not relieve the Contractor and the Surety of responsibility for fulfillment of the Contract or for liability under the bonds regardless of the terms of the transfer or sublet approvals.

- a. Submittals.** The Contractor shall submit the Contractor Self Certification for Subcontractors and Lower Tier Subcontractors before the Contractor or a subcontractor sublets any portion of the Contract. The certification will be accepted by the Owner in lieu of written approval of subcontracts. The Owner maintains the authority to review subcontracts, require prior written approval of subcontracts and to deny permission to sublet work. The Owner may penalize the Contractor for false statements or omissions made in connection with the Contractor Self Certification for Subcontractors and Lower Tier Subcontractors.

The Contractor shall ensure the following for each subcontract (agreement):

- (1) The subcontractors have submitted a Bidder Registration;;
 - (2) The required prompt payment provisions of AS 36.90.210, as well as other items listed in the Contractor Self Certification for Subcontractors and Lower Tier Subcontractors are included in the subcontracts;
 - (3) The Owner is furnished with one completed Contractor Self certification and two copies of the subcontract, signed by both parties and including item descriptions and prices of subcontracted work before the subcontracted work begins;;
 - (4) The subcontractors pay current prevailing rate of wages as per Subsection 70-04 Wage Rates and file certified payrolls with the Engineer and DOLWD for all work performed on the project.
 - (5) Upon receipt of a request for more information regarding subcontracts, the requested information is provided to the Owner within 5 calendar days;
- b. Work that is Subcontracting.** The following will be considered as subcontracting, unless performed by the Contractor:
 - (1) **Roadside or Onsite Production.** Roadside or onsite production of crushed stone, gravel, and other materials with portable or semi-portable crushing, screening, or washing plants set up or reopened in the vicinity of the project to supply materials for the project, including borrow pits used exclusively or nearly exclusively for the project.
 - (2) **Temporary Plants.** Production of aggregate mix, concrete mix, asphalt mix, other materials, or fabricated items from temporary batching plants, temporary mixing plants, or temporary factories

that are set up or reopened in the vicinity of the project to supply materials exclusively or nearly exclusively for the project.

- (3) **Hauling.** Hauling from the project to roadside production, temporary plants, or commercial plants, from roadside production or temporary plants to the project, from roadside production or temporary plants to commercial plants, and all other hauling not specifically excluded in this subsection.
- (4) **Other Contractors.** All other contractors working on the project site under contract with the Contractor are considered subcontractors unless specifically excluded in this subsection.
- c. **Work that is not Subcontracting.** The following will not be considered as subcontracting, but the Contractor shall comply with the prompt payment provisions of AS 36.90:

 - (1) **Commercial Plants.** The purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready-mixed concrete, asphalt paving mix, and any other material or fabrication produced at and furnished from established and recognized commercial plants that sell to both public and private purchasers.
 - (2) **Hauling.** Delivery of materials from a commercial plant to a different commercial plant, and delivery from a commercial plant to the project site by vehicles owned and operated by the commercial plants or by commercial freight companies that have a contract with the commercial plant. Commercial freight companies are trucking or hauling companies that deliver multiple types of materials to multiple clients, both public and private, on an established route and on a recurrent basis.
 - (3) **Contractors' General Business.** Work within permanent home offices, branch plants, fabrication plants, tool yards, and other establishments that are part of a contractor's or subcontractor's general business operations.
- d. **Owner-Operators.** Hauling of materials for the project by bona fide truck owner-operators who are listed as such on the certified payroll of the Contractor or approved subcontractor is not considered subcontracting for purposes of AS 36.30.115.

The Contractor shall ensure that the required prompt payment provisions of AS 36.90.210 are included in contracts with owner-operators.

The Contractor shall collect and maintain at the project site current and valid copies of the following to prove that each trucker listed is a bona fide owner-operator:

- (1) Alaska Driver's License with appropriate CDL class and endorsements;
- (2) Business license for trucking with supporting documents that list the driver as the business owner or corporate officer;
- (3) Documents showing the driver's ownership interest in the truck, including copies of:

 - (a) Truck registration; and
 - (b) Lease (if truck is not registered in driver's name or in the name of the driver's company).

The Contractor shall maintain legible copies of these records for a period of at least three years after final acceptance of the project.

Owner-operators must qualify as independent contractors under the current Alaska Department of Labor's criteria. Owner-operators may be required to show:

- (1) The owner-operator's right to control the manner in which the work is to be performed;
- (2) The owner-operator's opportunity for profit or loss depending upon their managerial skill;
- (3) The owner-operator's investment in equipment or materials required for their task, or the employment of helpers;
- (4) Whether the service rendered requires a special skill;
- (5) The degree of permanence of the working relationship; and
- (6) Whether the service rendered is an integral part of the owner-operator's business.

The status of owner-operators is subject to evaluation throughout the project period. If the criteria for an independent contractor are not met, the Contractor shall submit amended payrolls listing the driver as an employee subject to all labor provisions of the Contract.

The Contractor shall issue each owner-operator a placard in a form approved by the Engineer that identifies both the truck driver and the vehicle. The placard shall be prominently displayed on the vehicle so that it is visible to scale operators and inspectors.

Notwithstanding the Owner's definitions of contracting and subcontracting, the Contractor shall be responsible for determining and complying with all federal and state laws and regulations regarding contracting, subcontracting, and payment of wages. The Contractor shall promptly pay any fines or penalties assessed for violations of those laws and regulations, and shall promptly comply with the directives of any government agency having jurisdiction over those matters.

80-02 NOTICE TO PROCEED. The Owner will issue a Notice to Proceed authorizing construction to begin and indicating the date when Contract time will begin. The Contractor shall not begin construction before the effective date of the Notice to Proceed. The Owner will, in its sole discretion, refuse to pay for construction begun before the effective date of the Notice to Proceed. The Contractor shall notify the Engineer at least 48 hours before construction begins at the project site.

80-03 PROSECUTION AND PROGRESS. The Contractor shall meet with the Engineer at the regional construction office for a preconstruction conference before beginning construction. The Contractor shall submit the following documents to the Engineer at least five working days before the preconstruction conference:

- a. A progress schedule, in a format acceptable to the Engineer, showing the order in which the Contractor proposes to carry out the work and the contemplated dates on which the Contractor and the subcontractors will start and finish each of the salient features of the work, including any scheduled periods of shutdown. The schedule shall indicate the anticipated hours of operation and any anticipated periods of multiple-shift work.
- b. A list showing anticipated dates for procurement of materials and equipment, ordering of articles of special manufacture, furnishing of plans, drawings and other data required under Subsections GCP-50-02 and GCP-60-08, and for other events such as inspection of structural steel fabrication.
- c. A list showing all proposed subcontractors and material suppliers.
- d. A Submittal Register, according to Subsection GCP-60-08.
- e. A Construction Phasing plan.

- f. A Storm Water Pollution Prevention Plan, a Hazardous Material Control Plan, and a Spill Prevention Control and Countermeasure Plan, with the line of authority and designated field representatives, as required under Section P-157.
- g. A letter designating the Contractor's Project Superintendent, defining that person's responsibility and authority, and providing a specimen signature.
- h. A letter designating an Equal Employment Opportunity Officer and a Disadvantaged Business Enterprise Officer, and designating those person's responsibilities and authority.
- i. A Quality Control Plan, as required under Sections GCP-60-03 and GCP- 100
- j. A letter designating a Safety Officer for workers, and designating that person's responsibilities and authority.
- k. A Traffic Control Plan, as required under Subsection GCP-70-09 and Section G-710.
- l. A Utility Repair Plan, as required under Subsection GCP-50-06.e.

The Contractor shall provide adequate materials, labor and equipment to ensure the completion of the project according to the Plans and Specifications. The work shall be performed as vigorously and as continuously as weather conditions or other interferences may permit. The Contractor shall take into consideration and make due allowances at the Contractor's expense for foreseeable delays and interruptions to the work such as unfavorable weather, frozen ground, equipment breakdowns, shipping delays, quantity overruns, utility work, permit restrictions, and other foreseeable delays and interruptions. The Contractor shall identify these allowances on the progress schedule.

The Contractor shall adjust forces, equipment and work schedules as necessary to ensure completion of the work within the Contract time, and shall notify the Engineer at least 24 hours before resuming suspended operations. Upon a substantial change to the work schedule or when directed by the Engineer, the Contractor shall submit a revised progress schedule in the form required, including a written explanation for each revision made in the schedule or methods of operation.

The Engineer's review or approval of the documents, plans, and schedules provided by the Contractor under this section shall not change the Contract requirements, release the Contractor of the responsibility for successful completion of the work or relieve the Contractor of the duty to comply with applicable laws. The Engineer's review or approval of schedules shall not indicate agreement with any assertions of delay or claims by the Contractor.

It is the Contractor's responsibility to prepare and submit documents that satisfy all applicable contract requirements. By reviewing and approving the Contractor's documents, the Owner does not warrant that following the Contractor's documents will result in successful performance of the work. The Owner's failure to discover defects in the Contractor's documents, the assumptions upon which they are based or conditions that prevent the Contractor from performing the work as indicated in the documents will not entitle the Contractor to additional compensation or time. If the Contractor becomes aware of any act or occurrence that may form the basis of a claim for additional compensation or an extension of time, it must specifically advise the Engineer of these conditions according to Subsection 50-17.

80-04 LIMITATION OF OPERATIONS. The Contractor shall not open up work to the detriment of work already started. The Contractor shall minimize interference with traffic within the project. The Contractor shall not stop or otherwise impede traffic outside the project limits without the Engineer's prior written permission. The Engineer may require the Contractor to finish a section of work in progress before starting additional sections if the Engineer determines it is necessary for the convenience of the public or the Owner.

The Contractor shall control its operations and the operations of its subcontractors and all suppliers, so as to provide for the least inconvenience to traffic and the free and unobstructed movement of aircraft in the Air

Operations Areas of the airport, except as specifically provided in this Contract. Under all circumstances, safety shall be the most important consideration.

- a. **Environmental Limitations.** The Contractor shall comply with all environmental commitments, permit stipulations, and construction limitations, in the Contract permits and specifications. These may include time periods in which certain construction activities are not allowed. The Contractor shall avoid disturbing wetlands unless permitted to do so. The Contractor shall avoid disturbing threatened and endangered species, historic sites, and hazardous materials sites.

To prevent impacts to migratory birds, the following construction activities are prohibited between April 15 and July 31:

- (1) Clearing of vegetation.
- (2) Fill placement over vegetated areas.
- (3) Excavation of vegetated areas.
- (4) Other construction activities that cause disturbance of vegetation.

The prohibited activities specified in (1) through (4) above do not apply if the vegetated areas have been sufficiently disturbed or altered (e.g. by grubbing, excavation, fill placement or use of plastic or other materials that will cover the nesting habitat) prior to April 15 to eliminate the nesting habitat.

- b. **Construction Safety Plan (CSP).** A CSP is included within the contract documents attached as Appendix D. The CSP specifies minimum requirements for operational safety during construction activities. The Contractor shall conduct operations according to the CSP and the provisions set forth within the current version of AC 150/5370-2, *Operational Safety on Airports During Construction*. No deviations or modifications may be made to the approved CSP unless approved in writing by the Engineer.

The Contractor shall implement all necessary CSP measures prior to commencement of any work activity. The Contractor shall conduct daily checks of its workers, equipment, and construction methods to assure compliance with the CSP measures. The Contractor shall document the checks in writing and sign them. Documented checks shall be available for inspection by the Engineer.

The Contractor is responsible for the conduct of all subcontractors and suppliers it employs on the project. The Contractor shall assure that all subcontractors and suppliers are made aware of the requirements of the CSP, and that the subcontractors and suppliers implement and maintain all necessary safety measures.

The CSP will indicate areas within airport property boundaries that may be used for material stockpile, and will indicate the maximum height of stockpile allowed. The Contractor shall obtain prior approval from the Engineer before using other areas within airport property. The Engineer may limit stockpile heights or equipment heights in any area, either inside or outside of airport property, based on requirements in the ACs or other factors necessary to ensure the free and unobstructed operation of aircraft.

- c. **Security Plan.** When required by the Contract, the Contractor shall control its operations and the operations of its subcontractors and all suppliers so as to provide for the security of the Airport. The Contractor's operations shall be conducted according to the Security Plan and the provisions set forth within the current version of DOT/FAA/AR-00/52, *Recommended Security Guidelines for Airport Planning and Construction*. No deviations or modifications may be made to the approved Security Plan unless approved in writing by the Engineer.
- d. **Notification.** When the work requires the Contractor to conduct its operations within an Air Operations Area of the airport, the work shall be coordinated with Airport Management, FAA Control Tower and/or Flight Service Station, and the Engineer. The Contractor shall provide written notice to the Airport Management, FAA, and the Engineer, at least 45 days before working in the Air

Operations Area. The Contractor shall copy to the Engineer all correspondence with Airport Management and FAA.

The Contractor shall request a NOTAM through the Engineer to the Airport Management at least 72 hours prior to: closure or change in the Air Operations Area; or startup, resumption, cessation of, or change in construction activity that affects aircraft operations.

The Contractor shall not close an Air Operations Area until a NOTAM has been issued by Airport Management or by FAA, until the Engineer has authorized the Contractor to work there, and until the necessary temporary marking and associated lighting is in place as provided in Subsection 70-09.

Request a NOTAM at least 45 days prior to:

- (1) Closing a runway.
- (2) Re-opening a closed runway.
- (3) Interrupting service or removing visual or navigational aids.
- (4) Displacing a runway threshold.

- e. **Work Procedures and Communications within the Airport Operations Area.** Vehicles, equipment and materials shall never be parked or left standing on runways, runways safety areas, and taxiways open to aircraft. In Air Operations Areas, all vehicles shall be equipped with a functional flashing amber hazard light, flag and vehicle signage, and all obstructions except stakes or hazard markers shall be removed during non-working hours. The Contractor shall remove construction equipment from and otherwise clear the runway and the designated Runway Safety Areas for operation of regularly scheduled airline flights. The Contractor shall remain continuously informed regarding flight schedule times.

When the contract work requires the Contractor to work within an Air Operations Area of the airport on an intermittent basis (intermittent opening and closing of all or a portion of the Air Operations Area), the Contractor shall maintain constant communications as hereinafter specified, immediately obey all instructions to vacate the Air Operations Area, and immediately obey all instructions to resume work in such Air Operations Area. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the Air Operations Area, with no damages available from the Owner, until the satisfactory conditions are provided. The Contractor shall establish and maintain communication or monitor communications with the appropriate radio facility as prescribed in the following:

- (1) **Airports With Control Towers:** At those airports with control towers, the Contractor shall comply with the instructions of the airport safety officer. The Contractor shall continuously monitor 2-way radio communication on the appropriate ground control frequency. The Owner shall furnish a liaison radio operator and 2-way radio communication with each work party located within the Air Operations Area

- (2) **Airports Without Control Towers:**

- (a) **With a Flight Service Station:** When the airport has an operating FSS, the Contractor shall comply with the instructions of a FSS Employee, a pilot, or a pilot's representative. The Contractor shall continuously monitor by 2-way radio the *Common Traffic Advisory Frequency* (CTAF) published in the current *Alaska Flight Information Supplement*. The Contractor shall furnish a liaison radio operator and 2-way radio communication with each work party located within the Air Operations Area

(b) Without a Flight Service Station: At those airports without an operating FSS, the Contractor shall comply with the instructions of an FSS Employee, a pilot, or a pilot's representative. The Contractor shall continuously monitor by 2-way radio the *Common Traffic Advisory Frequency* (CTAF) published in the current *Alaska Flight Information Supplement*. The Owner shall furnish a liaison radio operator and 2-way radio communication with each work party located within the Air Operations Area.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall employ sufficient labor and equipment to complete the work required under the Contract and to complete it on time.

The Contractor shall ensure that all workers on the project have the skills and experience necessary to properly perform their assigned work. Workers engaged in special work or skilled work shall have sufficient experience in that work and in the operation of the equipment required to properly perform that work.

The Contractor shall comply with any written order by the Engineer to remove workers, who, in the opinion of the Engineer, violate operational regulations, violate construction safety plan requirements, violate security plan requirements, perform the work in an unskilled manner, who are intemperate or disorderly, or who jeopardize the safety of the public, other workers or Engineer's personnel. The Contractor shall allow removed workers to return to the project only with the Engineer's written permission. The Engineer may suspend the work if the Contractor fails to furnish suitable and sufficient personnel necessary to perform the work, or fails to remove any worker at the Engineer's order.

The Contractor shall not use prisoner labor on the project.

The Contractor shall use equipment of the appropriate size and mechanical condition to produce the specified quality and quantity of work by the means specified in the Contract, if any, and shall ensure that the equipment does not damage roadways or property.

The Contractor shall ensure all equipment, materials, and articles incorporated into the work are new and of the specified quality, unless the Contract specifically permits otherwise.

The Contractor shall provide the Engineer with a list of all powered equipment that will be used on the project, showing the make, model, year, capacity, horsepower, and related information. The Contractor shall update this list when equipment is added or removed from the work site, but need not update more frequently than weekly.

When the methods and equipment to be used by the Contractor are not prescribed by the contract, the Contractor is free to use any method, means or equipment that is satisfactory to produce the specified work in conformity with the Contract, except as provided above. At the request of the Engineer, the Contractor shall demonstrate that the method, means and equipment chosen will produce the work specified in the Contract in the time allowed under the Contract. The Contractor shall bear all costs and impacts associated with any means, methods and equipment chosen by the Contractor. No suggestion, statement or observation from the Engineer or other Department representatives shall alter this responsibility.

If the Contract specifies a particular method, means or type of equipment for performance of the work, the Contractor must use that method, means or equipment unless the Contractor first requests, in writing, permission to alter the Contract requirement and receives prior written approval from the Engineer. The written request shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the contract items involved, nor in

contract time, as a result of authorizing a change in methods or equipment under this subsection, except as specifically provided under Subsection 40-08.

80-06 CONTRACT TIME, EXTENSION OF CONTRACT TIME AND SUSPENSION OF WORK. Contract time will be specified in Calendar Days or by specific Completion Date.

- a. **Calendar Days.** When the contract time is specified on a calendar days basis, all work under the Contract shall be completed within the number of calendar days specified. If no starting day is specified in the Contract, the count of Contract time begins on the day following receipt of the Notice to Proceed by the Contractor.

Calendar days shall continue to be counted against Contract time until and including the date of project completion. Calendar days shall not be counted during the period from November 1 through April 30, except for days that the Contractor is working on the project site.

- b. **Completion Date.** When the contract time is specified on a completion date basis, all work under the Contract shall be completed by the specified completion date.

- c. **Reasons for Suspension of Work and Extension of Contract Time.** The Department may order a suspension of work for any reason listed in Items c.(1) through c.(16).

The Owner shall not pay additional compensation, but may extend Contract time only, if there are delays in the completion of controlling items of work from unforeseeable causes that are beyond the Contractor's control and are not the result of the Contractor's fault or negligence, including:

- (1) Acts of God;
- (2) Acts of the public enemy;
- (3) Fires;
- (4) Floods;
- (5) Epidemics;
- (6) Quarantine restrictions;
- (7) Strikes;
- (8) Freight embargoes;
- (9) Unusually severe weather;
- (10) According to Subsection 50-06.d.(4), delays by utility owners beyond completion dates specified in the Special Provisions for relocating or adjusting utilities and related facilities; or
- (11) Delays of subcontractors, suppliers and fabricators from unforeseeable causes beyond the control of the subcontractors, suppliers or fabricators and that are not the fault of the subcontractors, suppliers or fabricators, including those causes listed in this Subparagraph c, Items (1) through (10).

No additional Contract time or additional compensation will be allowed due to delays caused by or suspensions ordered due to:

- (12) Failure to correct unsafe conditions for the workers or the public;

- (13) Adverse weather that is not unusually severe;
- (14) Failure to carry out Contract provisions;
- (15) Failure to carry out orders given by the Engineer; or
- (16) Failure to timely obtain materials, equipment, or services.

The Contractor shall notify the Engineer as soon as the Contractor becomes aware of any act or occurrence that may form the basis of a request for a time extension under this section. The Contractor shall submit a request for a time extension to the Engineer within 10 days of the act or occurrence, and if an agreement is not reached, the Contractor may submit a Claim under Subsection 50-17.

The time allowed in the Contract, as awarded, is based on performing the original estimated quantities of work set out in the bid schedule. An assertion that insufficient time was originally specified shall not constitute a valid reason for extension of contract time. If satisfactory fulfillment of the Contract requires extra work, the Owner may extend Contract time on a basis commensurate with the amount and difficulty of the extra work, provided that the extra work is for a controlling item.

- d. **Suspension of Work.** The Engineer will suspend work on the project, in whole or in part, for such periods and for such reasons as the Engineer determines to be reasonable, necessary, in the public interest, or for the convenience of the Owner.
 - (1) The Engineer will issue a written order to suspend, delay, or interrupt all or any part of the work. The Contractor shall not be compensated for the suspension, delay, or interruption if it is imposed for a reasonable time under the circumstances.
 - (2) Unless another Contract section specifically provides otherwise, the Contractor will be compensated by equitable adjustment for a suspension, delay, or interruption of the work only if:
 - (a) The period of suspension, delay, or interruption is for an unreasonable time under the circumstances and another Contract section allows compensation in the event of a suspension, delay, or interruption of the work under the circumstances that actually caused the suspension, delay, or interruption; or
 - (b) The delay, suspension, or interruption results from the Department's failure to fulfill a contractual obligation to the Contractor within the time period specified in the Contract or, if no time period is specified, within a reasonable time.
 - (3) No equitable adjustment will be made under this subsection for any suspension, delay, or interruption of the work if the Contractor's performance would have been suspended, delayed, or interrupted by any other cause for which:
 - (a) The Owner is not responsible under the Contract, including the Contractor's fault or negligence; or
 - (b) An equitable adjustment is either provided for or excluded under any other section of this Contract.
 - (4) Claims for equitable adjustments under this section shall be filed under Subsection 50-17 except that:
 - (a) The Contractor must give written notice of intent to claim no later than 20 days after the event giving rise to the delay, suspension, or interruption; and

- (b) The claim may not include any costs incurred more than 20 days before the Contractor files the Contractor's written notice of intent to claim.

80-07 FAILURE TO COMPLETE ON TIME. For each calendar day that the work is not substantially complete after the expiration of the Contract time or the completion date has passed, the Engineer shall deduct liquidated damages per section 010-Agreement.

Permitting the Contractor to continue work after the Contract time has elapsed or the completion date has passed does not waive the Owner's rights to collect liquidated damages under this section.

80-08 DEFAULT OF CONTRACT. The Contracting Officer will give a written Notice of Default to the Contractor and the Surety if the Contractor:

- a. Fails to begin work under the Contract within the time specified;
- b. Fails to perform the work with sufficient workers, equipment, or materials to ensure the prompt completion of the work;
- c. Performs the work unsuitably or neglects or refuses to remove materials or to replace rejected work;
- d. Discontinues the prosecution of the work;
- e. Fails to resume work that has been discontinued within a reasonable time after notice to do so;
- f. Becomes insolvent except that if the Contractor declares bankruptcy, termination shall be according to the Federal Bankruptcy Code. In the event that the Contractor declares bankruptcy, the Contractor agrees that the Contract will be assumed by the Surety in a timely manner so as to complete the Contract by the date specified in the Contract;
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 60 days;
- h. Makes an assignment for the benefit of creditors, without the consent of the Engineer;
- i. Fails to comply with applicable minimum wage or civil rights requirements;
- j. Is a party to fraud, deceit, misrepresentation, or malfeasance in connection with the Contract; or
- k. Fails to perform the work in an acceptable manner for any other cause whatsoever.

The written Notice of Default will include a notice to cure and will establish a date by which the cure must be completed. The Contracting Officer may allow more time to cure than originally stated in the Notice to Default if the Contracting Officer deems it to be in the best interests of the Owner. Failure to cure the delay, neglect, or default within the time specified in the Contracting Officer's Notice of Default authorizes the Owner to terminate the contract. The Owner will provide the Contractor and the Contractor's Surety with a written Notice of Termination.

After the Notice of Termination is issued, the Owner may take over the work without further notice; may complete it by itself, by contract or otherwise; and may take possession of and use materials, appliances, equipment, or plant on the work site necessary for completing the work.

The Owner may transfer the obligation to perform the work from the Contractor to the Surety. In that event, the Surety shall submit its plan for completion of the work, including any contracts or agreements with third parties for completion, to the Owner for approval before beginning work. The Surety must follow the Contract requirements for approval of subcontracts, except that the limitation on percent of work subcontracted will not apply. On receipt of the transfer notice, the Surety shall take possession of all materials, tools, equipment, and appliances at the work site, employ an appropriate work force, and complete the Contract work as

specified. The Contract specifications and requirements shall remain in effect, except that the Owner will make subsequent Contract payments directly to the Surety. The Contractor forfeits any right to claim for the work and is not entitled to receive any further balance of the amount to be paid under the Contract.

The Contractor and the Contractor's Surety are jointly and severally liable for any damage to the Owner resulting from the Contractor's delay, neglect, or default, whether or not the Owner terminates the Contractor's right to prosecute the work. The Owner's damages include any increased costs incurred by the Owner in completing the work or paying for the work to be completed. The Owner's rights and remedies are in addition to any other rights and remedies provided by law or under the Contract.

If, after notice of termination of the Contractor's right to proceed under this clause, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be determined under Subsection 80-09, Termination for Convenience.

80-09 TERMINATION FOR CONVENIENCE.

a. Notice. The Contracting Officer may terminate the Contract in whole or in part due to:

- (1) Executive Orders of the President of the United States or the Governor of the State of Alaska with respect to the prosecution of war or the interest of national defense, or any disaster declaration.
- (2) Restraining orders or injunctions by a court of competent jurisdiction affecting prosecution of the work based on acts or omissions of persons or agencies other than the Contractor.
- (3) Any reason determined by the Contracting Officer to be in the best interest of the Owner.

The Contracting Officer will issue a written Notice of Termination to the Contractor. The Notice of Termination shall state the extent to which performance of work under the Contract is terminated, the effective date of the termination, and for which of the above-listed reasons the Contract is terminated.

b. Required Actions. Unless otherwise directed by the Contracting Officer, upon receipt of a Notice of Termination the Contractor shall immediately:

- (1) Stop work as directed in the Notice.
- (2) Place no further orders or subcontracts for materials, services, or facilities except as approved to complete work not terminated.
- (3) Terminate all orders and subcontracts for the terminated work.
- (4) Accomplish either (a) or (b) below as directed by the Contracting Officer:
 - (a) Assign to the Owner all right, title and interest in any terminated orders or subcontracts. The Contracting Officer will settle all claims on the terminated orders or subcontracts.
 - (b) Settle any outstanding liabilities and claims arising from termination of orders and subcontracts. Settlements must be limited to costs allowed under this Section.
- (5) Submit to the Contracting Officer a list, certified as to quantity and quality, of all materials acquired or produced for incorporation into the project and that are properly allocable to the terminated portion of the project, exclusive of items disposed of under Subsection 80-09.b.(6), below.

- (6) Dispose of materials in the Contractor's possession or control that were acquired or produced but not incorporated into the project as of the termination date as directed by the Contracting Officer under either (a) or (b) below:

(a) Transfer title and deliver the materials to the Owner. The Owner will pay for the materials at the actual cost delivered to the project or storage site, including transportation charges, to which cost 15% will be added.

(b) Sell the materials. Credit will not have to be extended to prospective purchasers.

The Contractor may acquire the materials if the Contracting Officer approves the sale price and the Contractor meets any other conditions prescribed by the Contracting Officer.

At the sole discretion of the Contracting Officer, the proceeds of any sale, transfer, or disposition of materials may be:

(a) Applied to reduce any payments to be made by the Owner under the Contract;

(b) Credited to the cost of the work; or

(c) Paid in any other manner as directed.

- (7) Deliver to the Owner completed or partially completed plans, drawings, information, and other property required to be furnished under the Contract.

- (8) Take all necessary actions and comply with all directives to protect contract-related property in which the Owner has or may acquire an interest.

- (9) Complete work not terminated.

The Contractor shall proceed immediately with performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable cost under this clause.

- c. **Claim.** The Contractor shall submit any termination claim to the Contracting Officer within 90 days after the effective date of termination, unless the date for submitting a claim is extended in writing by the Contracting Officer.

- (1) Without duplication of any amount paid for under Subsection 80-09.b., the claim may be for the total of:

(a) Costs incurred in performing the terminated work from the date of Contract award to the effective date of the termination subject to the provisions of 80-09.c.(2) regarding reimbursement of equipment costs and 80-09.c.(3) regarding unallowable items.

(b) Payments approved by the Contracting Officer under 80-09.b.(4)(b) to settle the termination claims of suppliers and subcontractors to the extent not covered under 80-09.c.(1)(a).

(c) Reasonably incurred costs for:

1. Accounting, legal, clerical, and other costs reasonably necessary for preparation of the termination claim and settlement negotiations, excluding costs incurred after the date an appeal is filed with the Appeals Officer under 80-09.h.

2. Settling subcontractor and supplier claims, excluding the amounts of those settlements paid under 80-09.c.(1)(b).

(d) Reasonable profit on the costs included in Subsection 80-09.c.(1)(a) based on the Contractor's bid rate for profit or as determined under any other reasonable accounting

method. However, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, the Contracting Officer will allow no profit and will reduce the settlement to reflect the indicated rate of loss under Subsection 80-09.d. The Owner will not pay profit on costs included in Subsections 80-09.c.(1)(b) and 80-09.c.(1)(c).

(2) Equipment claims will be reimbursed as follows:

- (a)** Contractor-owned equipment usage, based on the Contractor's ownership and operating costs for each piece of equipment as determined from the Contractor's accounting records. Do not base equipment claims on published rental rates.
- (b)** Idle time for Contractor-owned equipment, based on the Contractor's internal ownership and depreciation costs. Idle equipment time is limited to the actual period of time equipment is idle as a direct result of the termination, not to exceed 30 days. Operating expenses will not be included for payment of idle equipment time.
- (c)** Rented equipment, based on reasonable, actual rental costs. Equipment leased under "capital leases" as defined in Financial Accounting Standard No. 13 will be considered Contractor-owned equipment. Equipment leased from an affiliate, division, subsidiary or other organization under common control with the Contractor will be considered Contractor-owned equipment, unless the affiliate, division, subsidiary or other organization has an established practice of leasing to unaffiliated lessees.

(3) The following costs are not payable under a termination settlement agreement or Contracting Officer's determination of the termination claim, or on appeal:

- (a)** Loss of anticipated profits or consequential or compensatory damages.
- (b)** Unabsorbed home office overhead (also termed "General & Administrative Expense") related to ongoing business operations.
- (c)** Bidding and project investigative costs.
- (d)** Direct costs of repairing equipment to render it operable for use on the terminated work.

d. Adjustment for Loss. If the Contractor would have sustained a loss on the entire Contract had it been completed, the Owner will not pay the Contractor more than the total of:

- (1)** The amount due for termination claim costs under Subsection 80-09.c.(1)(c); plus
- (2)** The remainder of the total allowable claim amount due reduced by multiplying the remainder by the ratio of (a) the total contract price to (b) the remainder plus the estimated cost to complete the entire Contract; minus
- (3)** All disposal and other credits, all advance and progress payments and all other amounts previously paid under the Contract.

e. Deductions. In arriving at the amount due under this Subsection, the Owner will deduct:

- (1)** All previous payments made before termination;
- (2)** Any claim which the Owner may have against the Contractor;
- (3)** The proceeds of the sale or transfer of any materials, supplies, or other items acquired for the terminated work and not otherwise recovered by or credited to the Owner;

(4) All partial payments made under this Section; and

(5) Any adjustment for loss determined under Subsection 80-09.d.

- f. **Agreed Settlement.** The Contractor shall make every effort to arrive at a claim settlement with the Contracting Officer that is fair to both parties, that reflects the reasonable and allocable incurred costs allowable under Subsection 80-09.c, that includes a profit under Subsection 80-09.c.(1)(d) or, where appropriate, a loss adjustment under Subsection 80-09.d., and that takes into account the Contractor's reasonable business judgment in performing the work.

The total settlement, whether determined under this Subsection 80-09.f. or under Subsection 80-09.g., exclusive of the costs listed in Subsection 80-09.c.(1)(c), may not exceed the total contract price as reduced by previous payments made and the contract price of work not terminated.

If an agreement is reached in whole or in part, the Owner will amend the contract and will pay the agreed amount.

- g. **Determined Settlement.** If the Contractor fails to submit a termination claim within the time allowed, or if an agreement is not reached on the amount due, the Contracting Officer may determine in a Contracting Officer's Decision, the amount due under Subsection 80-09 on the basis of information available to the Owner.
- h. **Right of Appeal.** The Contractor may appeal a Contracting Officer's Decision within the time and in the manner specified in Subsection 50-17.
- i. **Partial Payments.** In the sole discretion of the Contracting Officer, the Owner may make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract. The sum of these partial payments will not exceed the Contracting Officer's estimate of the total amount that will be due as a result of the termination. The estimate will be based on available information. The Contracting Officer may adjust the estimate as additional information becomes available. If the Contracting Officer orders an audit of the Contractor's financial or project records, the Contracting Officer may decline to make partial payments until the audit is completed.
- j. **No Waiver of Rights.** The termination of work by the Owner does not affect or extinguish any of the rights of the Owner against the Contractor or the Contractor's Surety then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due under the terms of the Contract will not release the Contractor or the Contractor's Surety from the contractual obligations or warranties made under Subsection 70-19 or elsewhere in the Contract.
- k. **Retaining Records.** The Contractor shall unless otherwise provided for in the Contract or by applicable statute, keep all books, records, documents, and other evidence bearing on the Contractor's cost and expenses under the Contract and relating to the work terminated for a period of 3 years after final settlement under this Contract. Records must be made available to the Owner at the Contractor's office and at all reasonable times.
- l. **Definitions.** In this Subsection 80-09, the term "cost" and the term "expense" mean a monetary amount in U.S. Dollars actually incurred by the Contractor, actually reflected in the Contractor's contemporaneously maintained accounting or other financial records and supported by original source documentation.
- m. **Cost Principles.** The Owner may use the federal cost principles at 48 CFR §§ 31.201-1 to 31.205-52 (or succeeding cost principles for fixed price contracts) as guidelines in determining allowable costs under this Subsection to the extent they are applicable to airport construction contracts and consistent with the specifications of this Contract. The provisions of this contract control where they are more restrictive than, or inconsistent with, these federal cost principles.

SECTION 90

MEASUREMENT AND PAYMENT

90-01 GENERAL. Wherever the Contract provides that certain work is subsidiary or it is without extra compensation, the payment for that work is included in the payment for other items of work, and no further or additional payment shall be made for that work.

When more than one type of material or work is specified for a pay item, letter or numeric suffixes included within parentheses following the pay item number are used to differentiate the types.

Lump sum items will not be measured for payment. The Contractor shall accept the bid amount for a lump sum item as complete payment for all work necessary to complete that item. Quantities shown for lump sum items are approximate. No adjustment in the lump sum price will be made if the quantity furnished is more or less than the estimated quantity unless the Contract specifically states otherwise.

90-02 MEASUREMENT OF QUANTITIES. All work completed under the Contract will be measured using the U.S. Customary system of measure. The Engineer may agree for purposes of making progress payments to use a method of measurement other than the methods described below. However, all final payments for quantities will be calculated using one or more of the methods of measurement described below and in the applicable pay item section. Unless otherwise specified, work will be measured as follows:

- a. **Acre (43,560 ft²).** Horizontally, unless specified on the ground surface. No deductions will be made for individual fixtures with an area of 500 ft² or less.
- b. **Contingent Sum.** Measured as specified in the Contract or Directive authorizing the work. The method of payment may include: (1) a lump sum basis, (2) a price multiplied by the units of work performed, (3) a pay adjustment based on the quality of work, or (4) a deduction from the contract amount.
- c. **Cubic Yard (yd³).** At the location specified using one of the following methods:
 - (1) **Average End Area.** End area is the calculated area between original ground cross section and either the design cross section or at the Engineer's discretion the final cross section. Volume of material is calculated using the average of end areas multiplied by the distance along centerline between end areas. In extreme cases where most of the earthwork lies along a single horizontal curve the Engineer may compute volume using the average of end areas multiplied by the distance along centroid of cross section between end areas.
 - (2) **Three-Dimensional.** Where it is impractical to measure material by cross sectioning due to erratic location of isolated deposits, acceptable methods involving three-dimensional measurements may be used.
 - (3) **Neat Line.** Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.
 - (4) **Nominal.** Volume calculated as nominal width times nominal thickness times the average length of each piece.
 - (5) **Weight.** With the Engineer's written approval, material that is specified to be measured by volume may be weighed and converted to volume for payment purposes. The Engineer will determine the appropriate conversion factors. When liquid asphalt is a pay item, ASTM D 4311 will be used to convert from weight to volume at 60 °F.

- d. **Cubic Yard Vehicle Measure (CYVM).** Material measured by volume in the hauling vehicle will be measured at the point of delivery. Vehicles may be of any acceptable size or type provided that the volume of the actual contents may be readily and accurately determined. Vehicles shall be loaded to the measured vehicle volume. If vehicles are not loaded to the measured vehicle volume, the Engineer at their discretion, may apply a percentage of full factor to the measured volume. Loads shall be leveled when directed. No payment will be made for loads that exceed the legal capacity of the vehicle.
- e. **Linear Foot (LF).** From end to end, in place, parallel to the centerline of the item or ground surface on which the items are placed.
- f. **Thousand Feet Board Measure (MBM).** Nominal volume based on nominal widths and thickness times actual extreme length of each piece. One board foot = 1 ft² X 1 inch thick.
- g. **Thousand Gallon (MGal).** By one of the following methods:
 - (1) Measured or calibrated volume tank;
 - (2) Metered volume, using a certified calibrated meter; or
 - (3) Weighed under this subsection and converted to volume, using a specified or approved conversion factor.
- h. **Mile.** From end to end, measured horizontally along centerline.
- i. **Pound.** Using a certified scale or the net weight of packaged material as labeled by the manufacturer. The Engineer will accept nominal weights for standard manufactured items, unless otherwise specified. The Engineer will accept industry-established manufacturing tolerances, unless otherwise specified.
- j. **Square Foot (ft²).** Parallel to the surface being measured. No deductions will be made for individual fixtures with an area of 1 ft² or less. Transverse measurement for area computations will be the neat dimensions shown on the Plans or as directed by the Engineer.
- k. **Square Yard (yd²).** Parallel to the surface being measured. No deductions will be made for individual fixtures with an area of 1 yd² or less. Transverse measurement for area computations will be the neat dimensions shown on the Plans or as directed by the Engineer.
- l. **Station (100 feet).** Horizontally, parallel to centerline.
- m. **Ton (2,000 pounds).** By one of the following methods:
 - (1) **Commercial Weighing System.** Permanently installed and certified commercial scale that meets the requirements for the project weighing system.
 - (2) **Project weighing system.** As specified under Subsection G-130.
 - (3) **Invoices.** If bulk material is shipped by truck or rail and is not passed through a mixing plant, furnish a supplier's invoice with net weight or volume converted to weight. Periodic check weighing may be required.

Trucks used to haul material being paid for by weight shall be weighed empty at least once daily and at such times as directed. Each truck shall bear a plainly legible identification mark.

Due to possible variations in the specific gravity of the aggregates, the measured weight may vary from the weight used to estimate bid quantity, and no adjustment in contract unit price will be made because of such variation.

If material is shipped by rail, the certified car weight may be accepted provided that only the actual weight of material is paid for. Car weights will not be acceptable for material to be passed through mixing plants.

Net certified scale weights or weights based on certified volumes in the case of rail shipments may be used as a basis of measurement, subject to correction when material has been lost, wasted, or otherwise not incorporated into the work.

When materials are shipped by truck or transport, net certified weights or volume, subject to correction for loss or foaming, may be used for computing quantities, in the Engineers discretion.

All aggregate paid by weight shall be less than 2% over optimum moisture.

(4) Barge Displacement Method. When the barge displacement method is proposed the Contractor shall furnish water loading charts, certified by a Professional Engineer for all barges utilized in the hauling of the material. If barge hauled material is stockpiled, loss shall be estimated by the Engineer and shall be deducted from the total weight measured to allow for stockpile loss. Any material wasted or lost between the barge and the point where it is placed in final position shall be estimated and the loss deducted by the Engineer.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

90-03 SCOPE OF PAYMENT. The Owner will make payment at the Contract price or prices for each item shown on the bid schedule or as modified by change order with specified price adjustments. The Contractor shall accept the Contract prices as full and complete payment for (a) furnishing all equipment, materials, tools, and labor necessary to complete the work in a complete and acceptable manner, and for (b) all of the Contractor's risk, loss, damage, or expense of whatever character arising from or relating to the work and performance of the work.

90-04 COMPENSATION FOR ALTERED QUANTITIES. Payment to the Contractor for unit price items shall be made only for the actual quantities of work performed and accepted or materials furnished, in conformance with the Contract. When the accepted quantities of work or materials vary from the quantities stated in the bid schedule, the Contractor shall accept payment at the original Contract unit prices for the quantities of work and materials furnished, completed and accepted as payment in full. Payment at the Contract unit price shall compensate the Contractor for all costs, expenses, and profit that the Contractor is entitled to receive for the altered quantities, except as provided below:

- a. When the final quantity of a Major Contract Item varies more than 25 percent above or below the bid quantity, either party to the Contract may receive an equitable adjustment in the Contract unit price of that item. If the final quantity of work is:
 - (1) Greater than 125 percent of the bid quantity, the equitable adjustment will be made only for those units that are in excess of 125 percent of the bid quantity.
 - (2) Less than 75 percent of the bid quantity, the equitable adjustment will be made for those units of work done and accepted, except that the total payment for the item shall not exceed 75 percent of the total amount bid for the item.

Except as provided above and in Subsection 40-02, no allowance shall be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed, either directly from alterations in quantities or indirectly from unbalanced allocations among the contract items on the part of the bidder and subsequent loss of expected reimbursements, or any other causes.

90-05 COMPENSATION FOR EXTRA WORK ON TIME AND MATERIALS BASIS. When the Engineer orders extra work to be performed on a time and materials basis, compensation will be computed as follows:

a. Labor. Based on the sum of (1) through (6):

- (1) Total hours worked times the straight time rate of pay.** The rates of pay are those indicated on the certified payroll for all labor and foremen in direct charge of the specific operations. Rates shall not exceed those for comparable labor currently employed on the project, and shall not include general superintendence.
- (2) Overtime hours worked times the difference between the overtime rate and the straight time rate.** No markup is allowed.
- (3) Fringe benefit rate times the total hours worked.** Fringe benefits include Health and Welfare, Pension Fund, etc., when such amounts are required by collective bargaining agreement or other employment contracts generally applicable to the classes of labor employed on the project.
- (4) Workers' Compensation Insurance at 8 percent of (1).** The actual net rate may be used if it exceeds 10 percent and if proof of rates is furnished within 30 days of the completion of the extra work.
- (5) Either subsistence and travel allowances or prorated camp costs.** If an employee is due and receives subsistence or camp privileges on their days off, divide that cost by the number of days worked that week and add to their daily subsistence entitlement. If the employee did not work an entire day on time and materials work, prorate the entitlement for the hours worked on time and materials.
- (6) Markup at 35 percent of the sum of (1), (3), (4), and (5).** This includes and shall fully compensate the Contractor for all overhead and profit, including general superintendence, additional bond, property damage liability insurance, unemployment insurance contributions, social security and other taxes, administrative overhead costs, and profit.

b. Materials. Actual invoiced material and delivery costs plus 15 percent markup. The material must be approved and incorporated into the work. The Contractor shall furnish to the Engineer proof of payment for materials used in the work plus applicable transportation charges. For Contractor-produced materials, certify in writing the Contractor's actual direct costs, the quantities used, and attach cost spreadsheets and production documentation to verify the costs.

c. Equipment. Includes machinery and special equipment (other than small tools) necessary for the work and authorized by the Engineer. No additional compensation will be made for overhead, profit, maintenance, service, repairs, fuels, lubricants, or replacement parts.

- (1) Hourly Rental Rate.** Based on rental rates in the current edition and appropriate volume of the *Rental Rate Blue Book for Construction Equipment*, published by PRIMEDIA Information, Inc., 1735 Technology Drive, Suite 410, San Jose, CA 95110-1313.

The regular hourly rental rate is equal to the equipment rate plus the estimated hourly operating cost. These rates apply for equipment used during the Contractor's regular shift of 10 hours per day. No markup is allowed.

The equipment rate is equal to the age adjusted monthly rate for the basic equipment plus the age adjusted monthly rate for applicable attachments, both divided by 176, and multiplied by the regional adjustment factor. The equipment rate is per hour.

The age adjusted monthly rate is that resulting from application of the age adjustment formula, to eliminate replacement cost allowances in machine depreciation and contingency cost allowances.

Only the attachments required for the time and materials work will be included.

- (2) **Hourly Overtime Rate.** Half of the equipment rate plus the full estimated hourly operating cost. The overtime rate will apply to hours the equipment is used in excess of 10 hours per day, either on the Contractor's normal work or on time and materials, and either on single or multiple shifts. No markup is allowed.
- (3) **Hourly Stand-by Rate.** Half of the equipment rate, for equipment ordered on stand-by during the Contractor's normal work shift, not to exceed eight hours per day. No operating costs or markup is allowed.
- (4) **Unlisted Equipment.** For equipment not listed in The Blue Book, the Contractor and the Engineer may agree to a rate before extra work is begun. If agreement is not reached, the Engineer has authority to establish a rate based on similar equipment in the Blue Book or prevailing commercial rates. No markup is allowed.
- (5) **Leased or Rented Equipment.** Equipment that must be rented or leased specifically for work required under this section and authorized in writing by the Engineer shall be paid at invoice price plus 15 percent markup.

Equipment rented or leased for other work under the Contract and used for work under this section shall be paid based on c.(1), (2), and (3). (above) with no markup, except that the adjusted monthly rate is the monthly rate determined directly from the submitted rental or lease agreement.

- (6) **Transportation of Equipment.** The actual cost of moving equipment to and from the work site. To receive reimbursement for transportation of equipment, the Contractor shall obtain the equipment from the nearest approved source and use the equipment exclusively for time and materials work. Payment for move-out will not exceed the amount of the move-in. No markup is allowed, except on operator's wages.

Basis of payment:

- (a) If by common carrier: paid freight bill or invoice.
- (b) If hauled with the Contractor's own resources: hourly rental rate for hauling unit plus operator wages.
- (c) If equipment must be moved under its own power: half of the normal hourly rental rate plus operator's wages.

- d. **Work by a Subcontractor or Owner-Operator.** For time and materials work performed by an approved subcontractor or owner-operator under items a. through c. above, the Contractor will receive a 5 percent markup for administrative costs. No percentage will be paid on work covered under bid items in the original Contract. No percentage over the amount covered above will be paid for work done by a lower tier subcontractor.

- e. **Work by a Specialty Subcontractor.** The Contractor shall obtain the Engineer's advance agreement that the specialty item needed is beyond the Contractor's ability or expertise or that of the Contractor's other subcontractors. For work on a specialty item performed by an approved specialty subcontractor, the Contractor will receive the approved invoice cost of work or service plus a 15 percent markup for administrative costs.
- f. **Records.** The Engineer will maintain a daily record of labor, equipment and materials utilized in the extra work. The Engineer will present this record to the Contractor at the end of each day's work for verification and signature.
- g. **Compensation.** Payment for time and materials work will be made in the progress estimate following receipt of the verified daily records and all required supporting information from the Contractor. If, at any time, a unit price or lump sum basis of compensation is agreed to for work being performed under this subsection, that compensation will be set forth in writing as a Change Order.

90-06 PROGRESS PAYMENTS. The Owner will make monthly progress payments to the Contractor based on estimates of the value of work performed and materials on hand under Subsection 90-07. At the Owners discretion, a progress payment may be made twice monthly if the value of the estimate exceeds \$10,000.

If satisfactory progress is being made, the Engineer will authorize 100 percent payment for the estimated value of work accomplished, less any authorized deductions.

If the Engineer finds that satisfactory progress is not being made, the Engineer may withhold up to 10 percent of the total amount earned as retainage from subsequent progress payments. The Engineer may withhold up to 200 percent of the estimated cost to complete final punch list items as retainage until those items are complete. The Engineer will notify the Contractor in writing within eight working days of a request for a progress payment of the reasons why part or all of the payment is being withheld as retainage and what actions may be taken by the Contractor to receive full payment.

Payments of withheld amounts will be made according to AS 36.90.200. No interest will be paid on amounts withheld as retainage.

90-07 PAYMENT FOR MATERIAL ON HAND.

- a. **Partial Payment.** The Engineer will make partial payment for materials designated for incorporation into the work. The material shall:
 - (1) Meet Contract requirements;
 - (2) Be delivered and stockpiled at the project or other approved location;
 - (3) Be supported by invoices, freight bills, and other required information; and
 - (4) Not be living or perishable.
- b. **Payment Requests.** The Contractor shall make each payment request in writing and:
 - (1) List stockpiled items, quantities of each, and stockpile location(s);
 - (2) Certify that materials meet the applicable Contract specifications;
 - (3) For purchased materials, attach copies of invoices, freight bills, and manufacturer's published storage recommendations;

- (4) For Contractor-produced materials, attach production statements showing quantities and dates produced and copies of process quality control test results; and
 - (5) Include other information requested by the Engineer.
- c. **Storage Conditions.** The Contractor shall protect material from damage or loss while in storage. The Contractor shall:
- (1) Physically separate stockpiled materials from other materials at the storage location;
 - (2) Clearly label materials with the project name and number; and
 - (3) Store materials per the manufacturer's recommendations.
- If storage conditions become unsatisfactory, liens are filed on any materials, or the storage location is changed without approval, the Engineer will deduct any previous payments made for such materials.
- d. **Method of Payment.** The Engineer will include payments for acceptably stockpiled materials in the progress estimate following receipt of the Contractor's written request and all required documentation. The Engineer will:
- (1) Pay for materials purchased by the Contractor at the delivered cost but not to exceed 85% of the Contract amount for those items.
 - (2) Pay for materials produced by the Contractor at up to 50% of the Contract amount for those items.
 - (3) Deduct the Owner's cost to inspect materials stored off the limits of the project.
 - (4) Deduct partial payment quantities as they are incorporated into the project.

The Contractor shall release and discharge the Owner from any liability for damages or delays related to the storage or transport of, and to the payment for, material on hand.

The Owner's payment for material on hand will not constitute final acceptance by the Owner.

90-08 FINAL PAYMENT. When the project has been completed as provided in Subsection 50-15, the Engineer will prepare the final estimate of the quantities of the various classes of work performed. All prior progress estimates and payments shall be subject to correction in the final estimate and payment. The final estimate will not be processed until the Alaska Department of Labor and Workforce Development has verified that final payment can be released. The Owner will not process the final estimate until the Contractor completes Items **a** through **d** in the first paragraph of Subsection 50-16.

The following Alaska Department of Labor and Workforce Development approvals are required prior to approval of final payment:

- Notice of Completion of Public Works
- Employment Security Tax Clearance, approved for Contractor and all Subcontractors performing work on this project. (blank form attached at the end of this section).

If the Contractor approves the final estimate, or does not file a claim within 90 days of receiving the final estimate, the estimate shall be processed for final payment. Final payment shall consist of the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the Contract. Failure to file a claim within 90 days of receiving the final estimate is a waiver of any and all claims relating to or arising from the final estimate.

When the Contractor approves the final estimate and executes the Compliance Certificate and Release Form (Contractor's Release), located at the end of this section, final payment will be processed.

The Contractor may reserve any unresolved claims that were timely filed according to Subsection 50-17 by listing those claims as exceptions on the Contractor's Release. Any claims listed as exceptions that were not filed before the Contractor executes the final estimate will be considered null and void. Any claims filed in a timely manner but not listed on the Contractor's Release are waived and deemed released.

If the Contractor fails or declines to approve the final estimate within 90 days but does not file any claims, the Owner will consider the estimate approved and process the estimate for final payment. Any subsequently raised claims will be considered null and void.

90-09 ELIMINATED ITEMS. When the Contractor is notified of the elimination of a minor Contract item, the Contractor will be reimbursed for actual work performed and all direct costs incurred before notification. In no case will any payment be made for loss of anticipated profits or overhead.

Should it become necessary to eliminate a major Contract item, an equitable adjustment will be made and the Contract modified in writing accordingly.

Date: _____

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

From: _____

Subject JNU Runway Safety Area Improvements, Phase 2A
Contract No. E12-240

Timeframe of Contract _____

Please advise whether or not clearance is granted for the following Contractor or Subcontractor:

_____	_____
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:

Terry Stone, CBJ Project Manager
Engineering Department
155 S. Seward Street
Juneau, Alaska 99801
FAX 907-463-2606

- () Tax Clearance is granted.
() Tax Clearance is NOT granted.

Remarks: _____

_____	_____
Signature	Date

Title

END OF SECTION

COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT: JNU RUNWAY SAFETY AREA IMPROVEMENTS, PHASE 2A
CONTRACT NO: E12-240

The Contractor must complete and submit this to the Contract Administrator with respect to the entire contract.

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

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

- All Work has been performed, materials supplied, and requirements met in accordance with the applicable Drawings, Specifications, and Contract Documents.
- All 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 attached list of Subcontractors is complete (required from Contractor). The Contract Administrator 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 Contract Administrator for under utilization.

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

Firm Name

Signed _____

Printed Name and Title _____

Date _____

Return completed form to: 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

JNU RUNWAY SAFETY AREA IMPROVEMENTS, PHASE 2A
Contract No. E12-240
AIP No. 3-02-0133-056-2012

GCP-90-10

SECTION 100

CONTRACTOR QUALITY CONTROL PROGRAM

100-01 GENERAL. The Contractor shall assure that all materials and completed construction conform to contract Plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. When required, the Contractor shall establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be used. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The intent of this section is to enable the Contractor to establish a necessary level of control that will:

- a. Adequately provide for the production of acceptable quality materials.
- b. Provide sufficient information to assure both the Contractor and the Engineer that the specification requirements can be met.
- c. Allow the Contractor as much latitude as possible to develop their own standard of control.

The Contractor shall be prepared to discuss and present, at the preconstruction conference, their understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed.

The quality control requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Engineer.

100-02 DESCRIPTION OF PROGRAM.

- a. **General Description.** The Contractor shall establish a Quality Control Program to perform inspection and testing of each item of work for which it is required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall ensure conformance to applicable specifications and Plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.
- b. **Quality Control Program.** The Contractor shall describe the Quality Control Program in a written document which shall be reviewed by the Engineer prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program shall be submitted to the Engineer for review at least 5 calendar days before the preconstruction conference.

The Quality Control Program shall be organized to address, as a minimum, the following items:

- a. Quality control organization;
- b. Project progress schedule;

- c. Submittals schedule;
- d. Inspection requirements;
- e. Quality control testing plan;
- f. Documentation of quality control activities; and
- g. Requirements for corrective action when quality control and/or acceptance criteria are not met.

The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this contract.

100-03 QUALITY CONTROL ORGANIZATION. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned shall be subject to the qualification requirements of Subsection 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The quality control organization shall consist of the following minimum personnel:

- a. **Program Administrator.** The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of 5 years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the contract.

Additional qualifications for the Program Administrator shall include at least one of the following requirements:

- (1) Professional engineer with 1 year of airport paving experience acceptable to the Engineer.
- (2) Engineer-in-training with 2 years of airport paving experience acceptable to the Engineer.
- (3) An individual with 3 years of highway and/or airport paving experience acceptable to the Engineer, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- (4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).
- (5) Highway materials technician certified at Level III by NICET.
- (6) Highway construction technician certified at Level III by NICET.
- (7) A NICET certified engineering technician in Civil Engineering Technology with 5 years of highway and/or airport paving experience acceptable to the Engineer.

The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the contract Plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within 2 hours after being notified of a problem.

- b. Quality Control Technicians.** A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and shall have a minimum of 2 years of experience in their area of expertise.

The quality control technicians shall report directly to the Program Administrator and shall perform the following functions:

- (1) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 100-05.
- (2) Performance of all quality control tests as required by the technical specifications and Section 100-06.

Certification at an equivalent level, by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

- c. Staffing Levels.** The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The Quality Control Program shall state where different technicians will be required for different work elements.

100-04 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (e.g., mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

- a. Specification item number;
- b. Item description;
- c. Description of submittal;
- d. Specification Subsection requiring submittal; and
- e. Scheduled date of submittal.

100-05 INSPECTION REQUIREMENTS. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 100-07.

Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All

equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition. The Quality Control Program shall detail how these and other quality control functions will be accomplished and utilized.

During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program shall document how these and other quality control functions will be accomplished and utilized.

100-06 QUALITY CONTROL TESTING PLAN. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by the technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes.

The testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

- a. Specification item number (e.g., P-401);
- b. Item description (e.g., Plant Mix Bituminous Pavements);
- c. Test type (e.g., gradation, grade, asphalt content);
- d. Test standard (e.g., ASTM or AASHTO test number, as applicable);
- e. Test frequency (e.g., as required by technical specifications or minimum frequency listed in appendix C when requirements are not stated);
- f. Responsibility (e.g., plant technician); and
- g. Control requirements (e.g., target, permissible deviations).

The testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples according to ASTM D 3665. The Engineer shall be provided the opportunity to witness quality control sampling and testing.

All quality control test results shall be documented by the Contractor as required by Section 100-07.

100-07 DOCUMENTATION. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the Engineer daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator.

Specific Contractor quality control records required for the contract shall include, but are not necessarily limited to, the following records:

- a. **Daily Inspection Reports.** Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the

Engineer. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

- (1) Technical specification item number and description;
- (2) Compliance with approved submittals;
- (3) Proper storage of materials and equipment;
- (4) Proper operation of all equipment;
- (5) Adherence to Plans and technical specifications;
- (6) Review of quality control tests; and
- (7) Safety inspection.

The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The Engineer shall be provided at least one copy of each daily inspection report on the work day following the day of record.

- b. Daily Test Reports.** The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

- (1) Technical specification item number and description;
- (2) Test designation;
- (3) Location;
- (4) Date of test;
- (5) Control requirements;
- (6) Test results;
- (7) Causes for rejection;
- (8) Recommended remedial actions; and
- (9) Retests.

Test results from each day's work period shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Program Administrator.

100-08 CORRECTIVE ACTION REQUIREMENTS. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications.

The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

100-09 INSPECTION BY THE ENGINEER. All items of material and equipment shall be subject to inspection by the Engineer at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and Plans. In addition, all items of materials, equipment and work in place shall be subject to inspection by the Engineer at the site for the same purpose.

Inspection by the Engineer does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's work.

100-10 NONCOMPLIANCE.

- a. The Engineer will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer or their authorized representative to the Contractor or their authorized representative at the site of the work, shall be considered sufficient notice.
- b. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Engineer, the Engineer may:
 - (1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.
 - (2) Order the Contractor to stop operations until appropriate corrective action is taken.

SECTION 110

METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

110-01 GENERAL. When the Specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined according to this section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (\bar{X}) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index(s), QL for Lower Quality Index and/or QU for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. Analysis of test results will be based on an Acceptable Quality Level (AQL) of 95.0% and a contractor's risk of 5.0% unless otherwise specified. AQL may be viewed as the lowest percent within the specification limits of a material that is acceptable as a process average and receive 100% pay. The Contractor's risk is the probability that when the Contractor is producing material at exactly the AQL, the materials will receive less than 1.00 pay factor.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

IT IS THE INTENT OF THIS SECTION TO INFORM THE CONTRACTOR THAT, IN ORDER TO CONSISTENTLY OFFSET THE CONTRACTOR'S RISK FOR MATERIAL EVALUATED, PRODUCTION QUALITY (USING POPULATION AVERAGE AND POPULATION STANDARD DEVIATION) MUST BE MAINTAINED AT THE ACCEPTABLE QUALITY SPECIFIED OR HIGHER. IN ALL CASES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE AT QUALITY LEVELS THAT WILL MEET THE SPECIFIED ACCEPTANCE CRITERIA WHEN SAMPLED AND TESTED AT THE FREQUENCIES SPECIFIED.

110-02 METHOD FOR COMPUTING PWL. The computational sequence for computing PWL is as follows:

- a. Divide the lot into n sublots according to the acceptance requirements of the specification.
- b. Locate the random sampling position within the subplot according to the requirements of the specification. Make a measurement at each location, or take a test portion and make the measurement on the test portion according to the testing requirements of the specification.
- c. Discard outliers as determined by ATM SP-7.
- d. Find the sample average (\bar{X}) for all remaining subplot values within the lot by using the following formula:

$$\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where:

\bar{X} = Sample average of all subplot values within a lot

x_1, x_2 = Individual subplot values

n = Number of sublots

- e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \dots + d_n^2)/(n-1)]^{1/2}$$

Where:

S_n = Sample standard deviation of the number of subplot values in the set

d_1, d_2, \dots = Deviations of the individual subplot values x_1, x_2, \dots from the average value X

that is: $d_1 = (x_1 - X), d_2 = (x_2 - X) \dots d_n = (x_n - X)$

n = Number of sublots

If the computed sample standard deviation (S_n) is <0.001 , then use $S_n = 0.20$ for density and all sieves except the No. 200 sieve. Use $S_n = 0.020$ for asphalt cement content and the No. 200 sieve.

- f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where:

L = specification lower tolerance limit

Q_L = Lower Quality Index

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. Q_L is rounded to the nearest hundredth.

- g. For double sided specification limits (i.e. L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n \quad \text{and} \quad Q_U = (U - X) / S_n$$

Where:

L and U = specification lower and upper tolerance limits. Limits for the largest sieve specified will be plus 0% and minus 1%.

Q_L = Lower Quality Index

Q_U = Upper Quality Index

Q_L and Q_U are rounded to the nearest hundredth.

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where:

P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

(This is an example PWL determination of five random samples from Lot 1. Cores for mat density are used for this example. Follow the same basic procedure for all acceptance criteria requiring a PWL calculation.)

Project: Example Project
Test Item: Item 401a, Lot 1

1. Densities of five random core samples from Lot 1 (n = 5).

$$\begin{aligned}x_1 \text{ (D-1)} &= 93 \\x_2 \text{ (D-2)} &= 94 \\x_3 \text{ (D-3)} &= 92 \\x_4 \text{ (D-4)} &= 95 \\x_5 \text{ (D-5)} &= 95\end{aligned}$$

2. Calculate average density (X) for Lot 1.

$$\begin{aligned}X &= (x_1 + x_2 + x_3 + x_4 + x_5)/n \\X &= (93 + 94 + 92 + 95 + 95)/5 \\X &= 93.8 \text{ percent density}\end{aligned}$$

3. Calculate the standard deviation (S_n) for Lot 1.

$$\begin{aligned}S_n &= [(\{x_1 - X\}^2 + \{x_2 - X\}^2 + \{x_3 - X\}^2 + \{x_4 - X\}^2 + \{x_5 - X\}^2)/n - 1]^{1/2} \\S_5 &= [(\{93 - 93.8\}^2 + \{94 - 93.8\}^2 + \{92 - 93.8\}^2 + \{95 - 93.8\}^2 + \{95 - 93.8\}^2)/5 - 1]^{1/2} \\S_5 &= [(0.64 + 0.04 + 3.24 + 1.44 + 1.44)/4]^{1/2} \\S_5 &= [1.70]^{1/2} \\S_5 &= 1.30\end{aligned}$$

4. Calculate the lower Quality Index (Q_L) for Lot 1. (L = Lower specification limit.)

$$\begin{aligned}Q_L &= (X - L)/S_n \\Q_L &= (93.8 - 92)/1.30 \\Q_L &= 1.38\end{aligned}$$

5. Calculate the upper Quality Index (Q_U) for Lot 1. (U = Upper specification limit.)

$$\begin{aligned}Q_U &= (U - X)/S_n \\Q_U &= (98 - 93.8)/1.30 \\Q_U &= 3.23\end{aligned}$$

6. Determine the percent within lower specification limits (P_L) from Table 1.

$$\text{For } n = 5 \text{ and } Q_L = 1.38, P_L = 94$$

7. Determine the percent within upper specification limits (P_U) from Table 1.

$$\text{For } n = 5 \text{ and } Q_U = 3.23, P_U = 100$$

8. Calculate mat density PWL for LOT 1.

$$\begin{aligned}\text{PWL} &= (P_L + P_U) - 100 \\ \text{PWL} &= (94 + 100) - 100 \\ \text{PWL} &= 94\end{aligned}$$

TABLE 1. Table for Estimating Percent of Lot Within Limits (PWL)

For negative values of Q_U or Q_L , use absolute values of Q_U or Q_L and determine P_U or P_L from the table. The P_U or P_L associated with the negative Q_U or Q_L value is equal to 100 minus the table value of P_U or P_L .

P_U or P_L	$n = 3$	$n = 4$	$n = 5$	$n = 6$	$n = 7$
	Upper or Lower Quality Index (Q_U or Q_L)				
100	1.16-50.0	1.48-50.0	1.68-50.0	1.81-50.0	1.90-50.0
99	-	1.45-1.47	1.61-1.67	1.71-1.80	1.77-1.89
98	1.15	1.42-1.44	1.55-1.60	1.63-1.70	1.68-1.76
97	-	1.39-1.41	1.50-1.54	1.56-1.62	1.60-1.67
96	1.14	1.36-1.38	1.45-1.49	1.50-1.55	1.53-1.59
95	-	1.33-1.35	1.40-1.44	1.44-1.49	1.47-1.52
94	1.13	1.30-1.32	1.36-1.39	1.39-1.43	1.41-1.46
93	-	1.27-1.29	1.32-1.35	1.34-1.38	1.36-1.40
92	1.12	1.24-1.26	1.28-1.31	1.30-1.33	1.31-1.35
91	1.11	1.21-1.23	1.24-1.27	1.25-1.29	1.26-1.30
90	1.10	1.18-1.20	1.20-1.23	1.21-1.24	1.21-1.25
89	1.08-1.09	1.15-1.17	1.16-1.19	1.17-1.20	1.17-1.20
88	1.07	1.12-1.14	1.13-1.15	1.13-1.16	1.13-1.16
87	1.05-1.06	1.09-1.11	1.09-1.12	1.09-1.12	1.09-1.12
86	1.04	1.06-1.08	1.06-1.08	1.05-1.08	1.05-1.08
85	1.02-1.03	1.03-1.05	1.02-1.05	1.02-1.04	1.01-1.04
84	1.01	1.00-1.02	0.99-1.01	0.98-1.01	0.98-1.00
83	0.98-1.00	0.97-0.99	0.96-0.98	0.95-0.97	0.94-0.97
82	0.97	0.94-0.96	0.92-0.95	0.91-0.94	0.91-0.93
81	0.94-0.96	0.91-0.93	0.89-0.91	0.88-0.90	0.87-0.90
80	0.92-0.93	0.88-0.90	0.86-0.88	0.85-0.87	0.84-0.86
79	0.90-0.91	0.85-0.87	0.83-0.85	0.81-0.84	0.81-0.83
78	0.88-0.89	0.82-0.84	0.79-0.82	0.78-0.80	0.77-0.80
77	0.85-0.87	0.79-0.81	0.76-0.78	0.75-0.77	0.74-0.76
76	0.83-0.84	0.76-0.78	0.73-0.75	0.72-0.74	0.71-0.73
75	0.80-0.82	0.73-0.75	0.70-0.72	0.69-0.71	0.68-0.70
74	0.77-0.79	0.70-0.72	0.67-0.69	0.66-0.68	0.65-0.67
73	0.75-0.76	0.67-0.69	0.64-0.66	0.63-0.65	0.62-0.64
72	0.72-0.74	0.64-0.66	0.61-0.63	0.60-0.62	0.59-0.61
71	0.69-0.71	0.61-0.63	0.58-0.60	0.57-0.59	0.56-0.58
70	0.66-0.68	0.58-0.60	0.55-0.57	0.54-0.56	0.53-0.55
69	0.63-0.65	0.55-0.57	0.52-0.54	0.51-0.53	0.50-0.52
68	0.60-0.62	0.52-0.54	0.48-0.51	0.48-0.50	0.47-0.49
67	0.57-0.59	0.49-0.51	0.46-0.47	0.45-0.47	0.45-0.46
66	0.53-0.56	0.46-0.48	0.44-0.45	0.42-0.44	0.42-0.44
65	0.50-0.52	0.43-0.45	0.41-0.43	0.40-0.41	0.39-0.41
64	0.47-0.49	0.40-0.42	0.38-0.40	0.37-0.39	0.36-0.38
63	0.44-0.46	0.37-0.39	0.35-0.37	0.34-0.36	0.33-0.35
62	0.40-0.43	0.34-0.36	0.32-0.34	0.31-0.33	0.31-0.32
61	0.37-0.39	0.31-0.33	0.29-0.31	0.28-0.30	0.28-0.30
60	0.33-0.36	0.28-0.30	0.26-0.28	0.26-0.27	0.25-0.27
59	0.30-0.32	0.25-0.27	0.24-0.25	0.23-0.25	0.22-0.24
58	0.26-0.29	0.22-0.24	0.21-0.23	0.20-0.22	0.20-0.21
57	0.23-0.25	0.19-0.21	0.18-0.20	0.17-0.19	0.17-0.19
56	0.19-0.22	0.16-0.18	0.15-0.17	0.15-0.16	0.14-0.16
55	0.15-0.18	0.13-0.15	0.12-0.14	0.12-0.14	0.12-0.13
54	0.12-0.14	0.10-0.12	0.09-0.11	0.09-0.11	0.09-0.11
53	0.08-0.11	0.07-0.09	0.07-0.08	0.06-0.08	0.06-0.08
52	0.05-0.07	0.04-0.06	0.04-0.06	0.04-0.05	0.04-0.05
51	0.01-0.04	0.01-0.03	0.01-0.03	0.01-0.03	0.01-0.03
50	0.00	0.00	0.00	0.00	0.00

P _U or P _L	n = 8	n = 9	n = 10 to 11	n = 12 to 14	n = 15 to 18
	Upper or Lower Quality Index (Q _U or Q _L)				
100	1.96-50.0	2.01-50.0	2.05-50.0	2.10-50.0	2.15-50.0
99	1.82-1.95	1.85-2.00	1.87-2.04	1.92-2.09	1.94-2.14
98	1.71-1.81	1.73-1.84	1.75-1.86	1.78-1.91	1.80-1.93
97	1.62-1.70	1.64-1.72	1.66-1.74	1.68-1.77	1.69-1.79
96	1.55-1.61	1.56-1.63	1.57-1.65	1.59-1.67	1.60-1.68
95	1.48-1.54	1.49-1.55	1.50-1.56	1.51-1.58	1.52-1.59
94	1.42-1.47	1.43-1.48	1.44-1.49	1.45-1.50	1.45-1.51
93	1.37-1.41	1.37-1.42	1.38-1.43	1.38-1.44	1.39-1.44
92	1.31-1.36	1.32-1.36	1.32-1.37	1.33-1.37	1.33-1.38
91	1.26-1.30	1.27-1.31	1.27-1.31	1.27-1.32	1.28-1.32
90	1.22-1.25	1.22-1.26	1.22-1.26	1.22-1.26	1.23-1.27
89	1.17-1.21	1.17-1.21	1.18-1.21	1.18-1.21	1.18-1.22
88	1.13-1.16	1.13-1.16	1.13-1.17	1.13-1.17	1.13-1.17
87	1.09-1.12	1.09-1.12	1.09-1.12	1.09-1.12	1.09-1.12
86	1.05-1.08	1.05-1.08	1.05-1.08	1.05-1.08	1.05-1.08
85	1.01-1.04	1.01-1.04	1.01-1.04	1.01-1.04	1.01-1.04
84	0.97-1.00	0.97-1.00	0.97-1.00	0.97-1.00	0.97-1.00
83	0.94-0.96	0.94-0.96	0.93-0.96	0.93-0.96	0.93-0.96
82	0.90-0.93	0.90-0.93	0.90-0.92	0.90-0.92	0.89-0.92
81	0.87-0.89	0.87-0.89	0.86-0.89	0.86-0.89	0.86-0.88
80	0.83-0.86	0.83-0.86	0.83-0.85	0.83-0.85	0.82-0.85
79	0.80-0.82	0.80-0.82	0.80-0.82	0.79-0.82	0.79-0.81
78	0.77-0.79	0.77-0.79	0.76-0.79	0.76-0.78	0.76-0.78
77	0.74-0.76	0.73-0.76	0.73-0.75	0.73-0.75	0.72-0.75
76	0.71-0.73	0.70-0.72	0.70-0.72	0.70-0.72	0.69-0.71
75	0.67-0.70	0.67-0.69	0.67-0.69	0.67-0.69	0.66-0.68
74	0.64-0.66	0.64-0.66	0.64-0.66	0.63-0.66	0.63-0.65
73	0.61-0.63	0.61-0.63	0.61-0.63	0.60-0.62	0.60-0.62
72	0.58-0.60	0.58-0.60	0.58-0.60	0.58-0.59	0.57-0.59
71	0.56-0.57	0.55-0.57	0.55-0.57	0.55-0.57	0.54-0.56
70	0.53-0.55	0.52-0.54	0.52-0.54	0.52-0.54	0.51-0.53
69	0.50-0.52	0.49-0.51	0.49-0.51	0.49-0.51	0.49-0.50
68	0.47-0.49	0.47-0.48	0.46-0.48	0.46-0.48	0.46-0.48
67	0.44-0.46	0.44-0.46	0.44-0.45	0.43-0.45	0.43-0.45
66	0.41-0.43	0.41-0.43	0.41-0.43	0.41-0.42	0.40-0.42
65	0.39-0.40	0.38-0.40	0.38-0.40	0.38-0.40	0.38-0.39
64	0.36-0.38	0.36-0.37	0.35-0.37	0.35-0.37	0.35-0.37
63	0.33-0.35	0.33-0.35	0.33-0.34	0.32-0.34	0.32-0.34
62	0.30-0.32	0.30-0.32	0.30-0.32	0.30-0.31	0.30-0.31
61	0.28-0.29	0.27-0.29	0.27-0.29	0.27-0.29	0.27-0.29
60	0.25-0.27	0.25-0.26	0.25-0.26	0.24-0.26	0.24-0.26
59	0.22-0.24	0.22-0.24	0.22-0.24	0.22-0.23	0.22-0.23
58	0.20-0.21	0.19-0.21	0.19-0.21	0.19-0.21	0.19-0.21
57	0.17-0.19	0.17-0.18	0.17-0.18	0.17-0.18	0.16-0.18
56	0.14-0.16	0.14-0.16	0.14-0.16	0.14-0.16	0.14-0.15
55	0.12-0.13	0.11-0.13	0.11-0.13	0.11-0.13	0.11-0.13
54	0.09-0.11	0.09-0.10	0.09-0.10	0.09-0.10	0.09-0.10
53	0.06-0.08	0.06-0.08	0.06-0.08	0.06-0.08	0.06-0.08
52	0.04-0.05	0.04-0.05	0.04-0.05	0.04-0.05	0.04-0.05
51	0.01-0.03	0.01-0.03	0.01-0.03	0.01-0.03	0.01-0.03
50	0.00	0.00	0.00	0.00	0.00