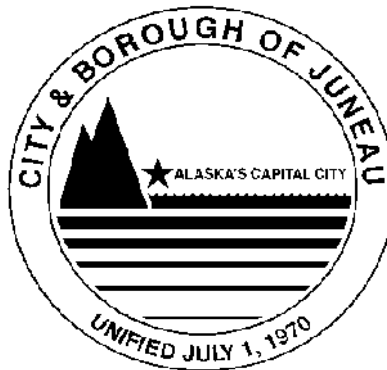


AUKE LAKE SEWER 2013 L.I.D. 96 WEST MENDENHALL VALLEY SEWER EXPANSION

Contract No. E13-225

File No. 1767



ENGINEERING DEPARTMENT

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END OF SECTION

SECTION 00030 NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

**Auke Lake Sewer 2013 L.I.D. 96
West Mendenhall Valley
Sewer Expansion**

Contract No. E13-225

The Contract Documents may be obtained at the City & Borough of Juneau (CBJ) Engineering Department, 3rd Floor Marine View Center, upon payment of \$20 (non-refundable) for each set of Contract Documents (including Technical Specifications and Drawings) or may be downloaded for free at the CBJ Engineering Department webpage at: www.juneau.org/engineering

PRE-BID CONFERENCE. Prospective Bidders are encouraged to attend a pre-Bid conference to discuss the proposed WORK, which will be conducted by the OWNER, at 10:00 a.m. on May 9, 2013, in CBJ Engineering Department Conference Room, 3rd Floor, Marine View Center. The object of the conference is to acquaint Bidders with the project and bid documents.

DESCRIPTION OF WORK. The WORK covered in the Contract documents generally includes installing a new sanitary sewer force main collection system along Glacier Highway from the Auke Lake water tower access road to the intersection with Auke Lake Way and Fritz Cove Road. The Project includes approximately 2,135 feet of 1.5" to 3" diameter HDPE pressure sewer pipe, 15 sanitary sewer services, 1 sewer manhole, 2 air release valves, 2 flush ports, 1 water service, seeding restoration work and other miscellaneous work as shown on the Drawings.

COMPLETION OF WORK. All WORK shall be completed by September 30, 2013. Once construction activities begin, excluding surveying, all WORK must be completed within 60 days.

DEADLINE FOR BIDS: Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on May 30, 2013,** or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in the Assembly Chambers of the Municipal Building, 155 S. Seward Street, unless otherwise specified.

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

PHYSICAL LOCATION:

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

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

MAILING ADDRESS:

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

SECTION 00030 NOTICE INVITING BIDS

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

IMPORTANT NOTICE TO BIDDER

To submit your Bid:

1. Print your company name and address on the upper left corner of your envelope.
2. **Complete this label and place it on the lower left corner of your envelope.**

S
E
A
L
E
D

BID NUMBER:

E13-225

SUBJECT:

Auke Lake Sewer 2013 L.I.D. 96
West Mendenhall Valley
Sewer Expansion

DEADLINE DATE:

PRIOR TO 2:00PM ALASKA
TIME

B
I
D

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 within Glacier Highway Right-of-Way. The Beginning of Project (BOP) is located at the intersection of the water tower access road with Glacier Highway, approximately 945 feet north of Wilma Avenue and the End of Project (EOP) is located approximately at the intersection of Glacier Highway with Auke Lake Way.

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
Email: jennifer_mannix@ci.juneau.ak.us
Telephone: (907) 586-0873
Fax: (907) 586-4530

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

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

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

SECTION 00030 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.

STANDARD SPECIFICATIONS. The Standard Specifications for Civil Engineering Projects and Subdivision Improvements, December 2003 with twelve Errata Sheets, as published by the City and Borough of Juneau, is part of these Contract Documents and shall pertain to all phases of the contract. This document is available for a fee from the City and Borough of Juneau Engineering Contracts Office, (907) 586-0490, or you may view it on line at: www.juneau.org/engineering.

OWNER: City and Borough of Juneau



By: _____
Jennifer Mannix, Contract Administrator

April 29, 2013
Date

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

2.0 INTERPRETATIONS AND ADDENDA.

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

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

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

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

- A. Evidence of bid rigging or collusion;
- B. Fraud or dishonesty in the performance of previous contracts;
- C. Record of integrity;
- D. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- E. Unsatisfactory performance on previous or current contracts;
- F. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- H. Failure to reimburse the OWNER for monies owed on any previous contracts;
- I. Default under previous contracts;
- J. Failure to comply with any qualification requirements of the OWNER; special standards for responsibility, if applicable, will be specified. These special standards establish minimum standards or experience required for a responsible Bidder on a specific contract;
- K. Engaging in any activity that constitutes a cause for debarment or suspension under the CBJ Procurement Code 53.50 or submitting a bid during a period of debarment;
- L. Lack of skill, ability, financial resources, or equipment required to perform the contract; or
- M. Lack of legal capacity to contract.
- N. Bidders must be registered as required by law and in good standing for all amounts owned to the OWNER per Paragraph 21.0 of this Section.
- O. Failure to submit a complete Subcontractor Report as required in section Section 00360 – Subcontractor Report.

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

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

- A. If a Bid is received by the CBJ Purchasing Division after the Deadline for Bids.
- B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.
- C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.
- D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.
- F. If the Bidder has not acknowledged receipt of each Addendum.
- G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.
- H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.
- I. If a Bid modification does not conform to Article 15.0 of this Section.

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

- A. To examine thoroughly the Contract Documents, and other related data identified in the Bidding documents (including "technical data" referred to below):
 - 1. To visit the site to become familiar with and to satisfy the Bidder as to the general and local conditions that may affect cost, progress, or performance, of the WORK,
 - 2. To consider federal, state and local laws and regulations that may affect cost, progress, or performance of the WORK,
 - 3. To study and carefully correlate the Bidder's observations with the Contract Documents, and other related data; and
 - 4. To notify the ENGINEER of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

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

- A. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.
- B. Those Drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the site have been utilized by the Engineer of Record in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such Drawings, however, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with nontechnical data, interpretations, and opinions contained in such Drawings or the completeness thereof is the responsibility of the Bidder.
- C. Copies of such reports and Drawings will be made available by the OWNER to any Bidder on request if said reports and Drawings are not bound herein. Those reports and Drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in Paragraph SGC-4.2 of the Supplementary General Conditions, are incorporated herein by reference.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Engineer of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.
- E. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraphs 4.2, 4.3, and 4.4 of the General Conditions.
- F. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.
- G. On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.
- H. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the OWNER unless otherwise provided in the Contract Documents.
- I. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Article 6.0, "Bidder's Examination of Contract Documents and Site" herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

8.0 BID FORM.

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

- B. All blanks on the Bid Form and Bid Schedule must be completed in ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president, a vice-president (or other corporate officer). The corporate address and state of incorporation must appear below the signature.
- D. Bids by partnerships must be executed in the partnership name and be signed by a managing partner, and the official address of the partnership must appear below the signature.
- E. The Bidder's Bid must be signed. All names must be printed or typed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form. Failure to acknowledge Addenda may render Bid non-responsive and may cause its rejection.
- G. The address to which communications regarding the Bid are to be directed must be shown.

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

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

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

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

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

15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

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

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

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

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

17.0 AWARD OF CONTRACT.

- A. Award of a contract, if it is awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and will be made to the lowest responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid items in an individual Bid Schedule.
- B. If the OWNER has elected to advertise this Project with a Base Bid and Alternates, the OWNER may elect to award the contract for the Base Bid, or the Base Bid in combination with one or more Alternates selected by the OWNER. In either case, award shall be made to the responsive, responsible bidder offering the lowest total Bid for the WORK to be awarded.

18.0 EXECUTION OF AGREEMENT.

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

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

20.0 FILING A PROTEST.

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

(907) 586-5258 for a copy of the ordinance.

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

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

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

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

BID MODIFICATION FORM

Modification Number: _____

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

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT PRICE CHANGE – Leave Blank For Lump Sum Pay Items (indicate +/-)	TOTAL INCREASE OR DECREASE (indicate +/-)
Total Increase or Decrease			\$

Name of Bidding Firm

Responsible Party Signature

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

END OF SECTION

SECTION 00201 – INFORMATION TO BIDDERS

The Information to Bidders section is offered to provide information on the local weather conditions. This section in no way substitutes for a site visit and investigation of the local conditions by the bidder as required in Article 6.0 in the Instructions to Bidders. A site visit is strongly recommended.

1.0 WEATHER CONDITIONS

Juneau is located in a rainforest and the varying terrain causes the weather conditions to vary from location to location. The weather data listed below is from a weather station at the Juneau Airport, which is approximately 1.6 miles from the Bayview Subdivision Water System Improvements project site. The following table shows general climate information gathered from the Western Regional Climate Center web page <http://www.wrcc.dri.edu/summary/climsmak.html>. The following graphs were developed from the same web page and show the likelihood of precipitation on any given day and the likelihood of precipitation on any given 5-day period.

JUNEAU 2, ALASKA (504094)

Period of Record Monthly Climate Summary

Period of Record : 7/ 6/1965 to 12/31/2005

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	33.2	37.2	40.9	48.8	56.1	62.2	63.8	63.4	56.7	48.7	39.9	35.9	48.9
Average Min. Temperature (F)	24.3	27.4	30.3	35.0	41.6	47.9	51.0	49.9	45.3	38.9	30.8	27.1	37.4
Average Total Precipitation (in.)	6.81	6.18	5.98	4.97	5.67	4.29	5.68	7.38	11.9 3	12.8 7	9.45	8.18	89.39
Average Total Snow Fall (in.)	23.8	12.7	7.7	0.8	0.0	0.0	0.0	0.0	0.0	0.3	8.0	15.9	69.2
Average Snow Depth (in.)	5	4	2	0	0	0	0	0	0	0	1	2	1

Percent of possible observations for period of record.

Max. Temp.: 76.5% Min. Temp.: 76.2% Precipitation: 77.8% Snowfall: 75.8% Snow Depth: 75.9%

Check [Station Metadata](#) or [Metadata graphics](#) for more detail about data completeness.

Western Regional Climate Center, wrcc@dri.edu

2.0 HEAVY EQUIPMENT OPERATION TIMES

The CBJ Disturbing the Peace Municipal Code, 42.20.095, restricts certain construction activities that generate noise. The CONTRACTOR will not be able to operate any heavy construction equipment before 7:00 a.m., or after 10:00 p.m., Monday through Friday, or before 9:00 a.m., or after 10:00 p.m. Saturday or Sunday, unless a permit is obtained from the CBJ Building Official.

END OF SECTION

SECTION 00300 - BID

BID TO: THE CITY AND BOROUGH OF JUNEAU

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

**Auke Lake Sewer 2013 L.I.D. 96
West Mendenhall Valley
Sewer Expansion
Contract No. E13-225**

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

Addenda No.	Date Issued	Addenda No.	Date Issued

Give number and date of each Addenda above. Failure to acknowledge receipt of all Addenda may

SECTION 00300 - BID

cause the Bid to be non-responsive and may cause its rejection.

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

8. The Bidder has read this Bid and agrees to the conditions as stated herein by signing its signature in the space provided below.
9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE BID OPENING:
 - Bid, Section 00300 (includes Addenda receipt statement)
 - Completed Bid Schedule, Section 00310
 - Bid Security (Bid Bond, Section 00320, or by a certified or cashier's check as stipulated in the Notice Inviting Bids, Section 00030)
 - Bidder's Registration for Contractor, Section 00400
10. The apparent low Bidder is required to complete and submit the following documents by 4:30 p.m. on the **fifth business day** following the date of the Posting Notice.
 - Subcontractor Report, Section 00360
 - Bidder's Registration form for each Subcontractor, Section 00400
 - DBE Utilization Report, Section 00400, if DBE goals are not achieved, the Contact Reports, Section 00400, and Summary of Good Faith Efforts, Section 00400, is required.
11. The successful Bidder will be required to submit, **within ten Days (calendar)** after the date of the "Notice of Intent to Award" letter, the following executed documents:
 - Agreement Forms, Section 00500
 - Performance Bond, Section 00610
 - Payment Bond, Section 00620
 - Certificates of Insurance, (CONTRACTOR) Section 00700 and Section 00800

END OF SECTION

SECTION 00310 - BID SCHEDULE

PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1505.1	Mobilization	Lump Sum	All Req'd	Lump	Sum		
1570.1	Erosion and Sediment Control	Lump Sum	All Req'd	Lump	Sum		
2201.1	Clearing and Grubbing	Lump Sum	All Req'd	Lump	Sum		
2202.1	6" Minus Shot Rock Borrow	CY	325				
2202.2	Sideslopes and Ditch Grading	Lump Sum	All Req'd	Lump	Sum		
2202.4	Mining Area Restoration and Road Cleaning Guarantee	Contingent Sum	All Req'd	Contingent	Sum	\$5,000	00
2203.1	Trenching	CY	1,300				
2203.2	Additional Trenching	LF	640				
2203.3	Imported Backfill	CY	260				
2203.4	Sheeting, Shoring and Bracing	Lump Sum	All Req'd	Lump	Sum		
2204.1	Base Course Grading D-1	CY	110				
2401.1	Force Main Sewer Pipe - 1.5-Inch HDPE	LF	237				
2401.2	Force Main Sewer Pipe - 2-Inch HDPE	LF	642				
2401.3	Force Main Sewer Pipe - 3-Inch HDPE	LF	1,261				
2401.4	Service Laterals, HDPE Force Main	Each	15				
2401.5	Flush Port	Each	2				
2402.1	Force Main Connection, Vent Manhole	Each	1				
2501.1	18-Inch Pipe Culvert	LF	45				
2501.2	24-Inch Pipe Culvert	LF	7				
2604.1	Air Release Valves	Each	2				
2605.1	2-Inch Water Service	Each	1				
2607.1	Pipe Insulation	Board	3				
2702.1	Construction Surveying	Lump Sum	All Req'd	Lump	Sum		
2702.2	Remove and Reset Monuments	Each	1				
2710.1	Seeding, Hydraulic Method, Type III	SU	2				
2716.1	Remove and Dispose Culvert Pipe	Lump Sum	All Req'd	Lump	Sum		
2801.1	A.C. Pavement, Type II-A, Class B	Ton	194				
2806.1	Remove Existing Asphalt Surfacing	SY	181				
3303.1	Curb and Gutter, Type I	LF	40				
3304.1	Removal of Curb and Gutter	LF	40				

COMPANY NAME: _____

TOTAL BID \$ _____

SECTION 00320 - BID BOND

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

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

**Auke Lake Sewer 2013 L.I.D. 96
West Mendenhall Valley
Sewer Expansion**

Contract No. E13-225

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

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

(SEAL) _____
(Principal)

(SEAL) _____
(Surety)

By: _____
(Signature)

By: _____
(Signature)

END OF SECTION

SECTION 00360 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

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

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

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

CONTRACTOR, Authorized Signature

CONTRACTOR, Printed Name

COMPANY

SECTION 00360 - SUBCONTRACTOR REPORT

- A. A Bidder may replace a listed Subcontractor if the Subcontractor:
1. fails to comply with AS 08.18;
 2. files for bankruptcy or becomes insolvent;
 3. fails to execute a contract with the Bidder involving performance of the WORK for which the Subcontractor was listed and the Bidder acted in good faith;
 4. fails to obtain bonding;
 5. fails to obtain insurance acceptable to the OWNER;
 6. fails to perform the contract with the Bidder involving work for which the Subcontractor was listed;
 7. must be substituted in order for the CONTRACTOR to satisfy required state and federal affirmative action requirements;
 8. refuses to agree or abide with the Bidder's labor agreement; or
 9. is determined by the OWNER not to be responsible.
 10. is not in "Good Standing" with the OWNER as required in Article 21.0 in Section 00100 – Instructions to Bidders.
- B. If a Bidder fails to list a Subcontractor or lists more than one Subcontractor for the same portion of WORK, the Bidder shall be considered to have agreed to perform that portion of WORK without the use of a Subcontractor and to have represented the Bidder to be qualified to perform that WORK.
- C. A Bidder who attempts to circumvent the requirements of this section by listing as a Subcontractor another contractor who, in turn, sublets the majority of the WORK required under the contract violates this section.
- D. If a contract is awarded to a Bidder who violates this section, the OWNER may:
1. cancel the contract; or
 2. after notice and a hearing, assess a penalty on the Bidder in an amount that does not exceed 10 percent of the value of the subcontract at issue.
- E. On the Subcontractor Report, the apparent low Bidder must list any Subcontractors anticipated to perform WORK with a value of greater than one-half of one percent of the intended award amount, or \$2,000, whichever is less.
- F. An apparent low Bidder who fails to submit a completed Subcontractor Report within the time specified in this section may be found to be not a responsible Bidder and may be required to forfeit the Bid security. The OWNER will then consider the next lowest Bidder for award of the contract.

END OF SECTION

SECTION 00400 – DEC – DBE PROGRAM REQUIREMENTS

STATE OF ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION ALASKA CLEAN WATER FUND & ALASKA DRINKING WATER FUND DISADVANTAGED BUSINESS ENTERPRISES OVERVIEW

Projects receiving State of Alaska Department of Environmental Conservation loans will require Contractors to comply with the following Disadvantaged Business Enterprise Program. Section 00400 is attached and requirements are outlined herein. You will find in this Section:

- Disadvantaged Business Enterprises Overview

Pages 2-7

Enclosed Forms:

- Disadvantaged Business Enterprises (Minority and Women-Owned Business Enterprises) Compliance Statement
- Equal Employment Opportunity Statement of Acknowledgement
- Disadvantaged Business Enterprises (Minority and Women-Owned Business Enterprises) Report of Participation
- Disadvantaged Business Enterprises (Minority and Women-Owned Business Enterprises) Contact Documentation
- Disadvantaged Business Enterprises (Minority and Women-Owned Business Enterprises) Report of Participation
- Disadvantaged Business Enterprise Program – DBE Subcontractor Participation Form
- Disadvantaged Business Enterprise Program – DBE Subcontractor Performance Form
- Disadvantaged Business Enterprise Program – DBE Subcontractor Utilization Form
- ADEC / U.S. EPA – MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements

Pages 8-21

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ALASKA CLEAN WATER FUND & ALASKA DRINKING WATER FUND**

**DISADVANTAGE BUSINESS ENTERPRISES
OVERVIEW**

The loan recipient, consultant and contractor of an Alaska Clean Water or Drinking Water Fund revolving loan project are required to comply with EPA regulations (40 CFR Part 33) concerning the use of disadvantage owned businesses enterprises (DBE). Also required is compliance with EEO/Affirmative Action Regulations of the Department of Labor (see attached Statement of Acknowledgement). These regulations help ensure that economic opportunities are available to all people of this country.

The expenditure of Federal funds must reflect equal opportunity, anti-discrimination provisions of the 1964 Civil Rights Act, affirmative action and DBE or more specifically small, minority and women-owned businesses utilization under EPA's DBE program. Utilization may be through prime contracting, subcontracting, joint-venture, procurement of supplies, material or equipment, or other business participation utilized in completing a project. For all situations, contractors must take necessary and reasonable steps to ensure DBE's have the maximum opportunity to compete for and/or perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of projects where assistance is provided from an ADEC revolving loan fund program.

NOTE: On March 26, 2008, the Environmental Protection Agency (EPA) Office of Small Business Programs (OSBP) published its final rule, "Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency Financial Assistance Agreements (DBE Rule) in the Federal Register (40 CFR part 30-40). The final rule took effect on May 25, 2008. The EPA DBE Program encompasses many of the components of the former MBE/WBE Program and also includes changes.

Some changes are:

- Creation of the Disadvantaged Business Enterprise (DBE) Program (formerly the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) Program).
- Recipients receiving a total of \$250K or less in financial assistance in a given fiscal year are exempt from this requirement.
- The "Six Affirmative Steps" and "Six Positive Efforts" were combined into the "Six Good Faith Efforts."
- A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.

- The loan recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must use the Six Good Faith Efforts in selecting a replacement subcontractor.
- The prime contractor must employ the Six Good Faith Efforts even if the prime has achieved its Fair Share Objectives.
- Recipients who reported quarterly under the old MBE/WBE program will now report semi-annually.
- MBE's and WBE's can no longer self-certify. They must be certified by EPA, Small Business Administration (SBA), Department of Transportation (DOT) or by state, local, Tribal or private entities whose certification criteria match EPA's. (MBEs and WBEs must be certified in order to be counted toward a recipient's MBE/WBE accomplishments.) The new requirements affect all financial assistance agreements entered into from the effective date of the rule (May 25, 2008). The new DBE rule won't affect those financial assistance agreements entered into before May 25, 2008; those will still operate under the old MBE/WBE program requirements.

SUMMARY OF GOALS

Stated simply, in meeting DBE goals under this program, the prime contractor must either 1) achieve the goal of contracting to Minority or Women-Owned Enterprises (MBE/WBE), or 2) follow the proper procedures in thoroughly documenting good faith efforts to achieve MBE/WBE goal participation. A prime contractor who is an MBE/WBE firm can also be counted towards the goal. (see attached current participation goals for the Department)

REQUIREMENTS

A. Definitions

- Disadvantaged Business Enterprise – Per EPA requirements for projects funded under the Alaska Drinking Water Fund and Alaska Clean Water Fund loan programs, Disadvantage Business Enterprises only include entities owned and/or controlled by socially and economically disadvantaged individuals (as described in 42 USC 7601 and 42 USC 4370d) – which includes Women's Business Enterprises (WBE) and Minority Business Enterprises (MBE). (for more information go to: <http://www.epa.gov/osbp/grants.htm>)
- Minority Business Enterprise or Women Owned Business Enterprise – means a small business concern which is owned and controlled by one or more minorities or women. Owned and controlled means a business:

1. Which is at least 51 percent owned by one or more minorities or women, or in the case of a publicly owned business, at least 51% of the stock is owned by one or more minorities or women;
 2. Whose management and daily business operations are controlled by one or more such individuals.
- Socially Disadvantage Individual – means a person who is a citizen or lawful permanent resident of the United States and who is:
- o Black;
 - o Hispanic;
 - o Portuguese;
 - o Asian American;
 - o American Indian and Alaskan Native; and
 - o Members of other groups, or other individuals, found to be economically and socially disadvantaged by the United States Small Business Administration under section 8(a) of the federal Small Business Act.
- Economically Disadvantaged Individual – those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital or credit opportunities, as compared to others in the same business area who are not socially disadvantaged.

B. Implementation for DBE Procurement

As part of ADEC's capitalization grants for both the ADWF and ACWF loan programs, the programs have an overall Fair Share (or utilization goal) objective of: 4.58% for MBE entities and 2.04% for WBE entities for construction; 3.22% for MBE entities and 2.54% for WBE entities for services; and, 2.06% for MBE entities and 1.29% for WBE entities for supplies. The loan recipient, engineering firm responsible for construction phase services, and prime contractor are required to adopt this same fair objective. The fair share objective is not a quota, EPA cannot penalize ADEC, the loan recipient, engineering firm, of the prime contractor for not meeting MBE or WBE participation objectives.

The prime contractor and consulting engineer responsible for construction phase services are required to make the good faith efforts and apply necessary administrative requirements. If the good faith efforts are not made when subcontracts are considered for the prime construction contract or for engineering construction phase services, the ability of ADEC to fund the project, or portion thereof, may be jeopardized.

C. How To Count DBE (MBE/WBE) Goals

The proposed MBE/WBE firms to be used must be declared by the Bidder before contract award. The MBE/WBE may act as a prime contractor, subcontractor, joint venture partner, or supplier. To be counted toward a goal, the MBE/WBE must perform a commercially useful function. To

AUKE LAKE SEWER 2013 L.I.D. 96 **DEC – DBE PROGRAM REQUIREMENTS**
WEST MENDENHALL VALLEY SEWER EXPANSION **Page 00400 – 4**
Contract No. 13-225

calculate the minimum dollar value for MBE/WBE participation, multiply the total estimated contract price (including additives or alternates, if any) by the goal percentage.

D. How To Obtain DBE (MBE/WBE) Participation

Prior to the scheduled pre-bid conference, solicit MBE/WBE participation to meet the goal. By contract award, the Bidder must either meet the goal or have made good faith efforts to do so. Good faith efforts include, but are not limited to the following:

1. Including qualified small, minority and women's business enterprises on solicitation lists.
2. Assuring that small, minority and women's businesses are solicited. If the MBE/WBE is only certified as a DBE, such as through the Alaska Department of Transportation, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet goal objectives.
3. Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses.
4. Establish delivery schedules, where requirements of the work permit, which will encourage participation by small, minority and women's businesses.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
6. If the prime contractor or proposer awards subcontracts/procurements, require the subcontractor to take the affirmative steps 1 through 5 above.

D. How To Credit DBE (MBE/WBE) Participation

If the Bidder's firm is a qualified Minority or Women-Owned Business Enterprise, credit will be given for the portion of the contract for which the Bidder performs a commercially useful function, and for that portion that is subcontracted to other MBE/WBE firms. For example, a MBE/WBE prime contractor proposes to perform 60% of a project quoted at \$500,000, and subcontracts 20% to a majority firm and the remaining 20% to another MBE/WBE. This means the credited MBE/WBE participation will be 80% for the project (60% + 20%) or \$400,000.

E. The DBE (MBE/WBE) Reporting Package

To meet the MBE/WBE reporting requirements of the program, the following forms need to be submitted during the course of bidding, contract award, and administration of this project:

1. COMPLIANCE STATEMENT - acknowledges the MBE/WBE requirement by the bidder. It must be provided with the bid.
2. REPORT OF PARTICIPATION – documents the level of anticipated MBE/WBE participation. It is submitted after bid opening, but before contract award.

3. CONTACT DOCUMENTATION – documents the efforts taken to attain the MBE/WBE goals and it, or other documentation should be submitted with the Report of Participation if the bidder did not meet the established goal.
4. GOOD FAITH EFFORTS – Forms 6100-2, -3 and -4 that identify subcontractor participation, performance and utilization, respectively.

Form 6100-2: This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid, and any other concerns the DBE subcontractor might have.

This form must be provided to the DBE subcontractor. If the form is submitted by the DBE subcontractor it must be maintained in the file with the prime's contract.

Form 6100-3: This form captures an intended subcontractor's description of work to be performed for the prime contractor and the price of the work submitted to the prime.

This form must be completed by every DBE subcontractor and submitted as part of the bid or proposal package. It must be maintained in the file with the prime's contract.

Form 6100-4: This form captures the prime's intended use of an identified DBE subcontractor, and the dollar amount of the subcontract.

This form must be completed by the prime contractor and submitted as part of the bid or proposal package. It must be maintained in the file with the prime's contract.

5. CONTRACT & PROCUREMENT SEMI-ANNUAL REPORT – documents the actual MBE/WBE contracts executed by the Prime Contractor and submitted to the City. In the first week of January and July, the City will submit a listing of the executed contracts (for the previous reporting) to the Alaska Department of Environmental Conservation.

F. Create and Maintain a Bidders List

Any entity that receives an ACWF or ADWF SRF loan is required to create and maintain a bidders list if the loan recipient is subject to, or chooses to follow, competitive bidding requirements. **The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs** and must be maintained until the end of the project.

G. DBE Anti-Discrimination Contract Clause

Under 40 CFR part 33, Appendix A, the following statement must be included in **every contract** issued by an ACWF/ADWF borrower to a prime contractor. The statement cannot be changed, modified, or altered in any way.

"The contractor 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 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. 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 other legally available remedies."

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
COMPLIANCE STATEMENT**

To be eligible for award of this contract, the bidder/proposer must execute and submit, as part of his or her bid proposal, this statement relating to Disadvantage Business Enterprises (Minority and Woman-Owned Business Enterprises). This statement shall be deemed a material factor in the City's evaluation of this bid proposal. Failure to complete and submit this statement, or the inclusion of a false statement, shall render the bid proposal non-responsive.

The _____ (Company Name) acknowledges that Minority/Woman-Owned Business Enterprises (MBE/WBE) goal of 6.62%¹ participation (with a good faith effort of 4.58%² MBE and 2.04%³ WBE) has been established for this contract, and hereby assures that it will meet the goal or provide documentation to show that the mandatory good faith efforts have been made.

The undersigned certifies that this bidder/proposer is aware of and will comply with MBE/WBE goals of this project and all applicable federal and state statutes and regulations concerning Disadvantage Business Enterprises (Minority and Woman-owned Business Enterprises).

We certify that should we be declared successful bidder/best proposer we shall submit such data as required for award of the contract within the time limits set forth in the contract specifications unless otherwise specified. In addition, we acknowledge that Minority/Woman-Owned Business Enterprises Contract and Procurement Reports will be submitted to the City for each half year of active construction.

We understand that if we are the successful bidder/best proposer and we fail to meet the MBE and/or WBE goals, or fail to demonstrate that we have made the required good faith effort the City can render the bid proposal non-responsive.

Company Name _____ RFP/Contract _____

Authorized Signature _____

Title _____

Type	¹ Total	² MBE%	³ WBE%
Construction	6.62%	4.58%	2.04%
Services	5.76%	3.22%	2.54%
Supplies	3.35%	2.06%	1.29%

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**EQUAL EMPLOYMENT OPPORTUNITY
STATEMENT OF ACKNOWLEDGEMENT**

This statement of acknowledgement 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 each Bidder and proposed Subcontractor participating in this contract.

PLEASE CHECK THE APPROPRIATE BOXES

THE ☐ Bidder

☐ proposed Subcontractor

hereby CERTIFIES:

PART A. Bidders and proposed subcontractors with 50 or more employees and a federal contract amounting to \$50,000 or more are required to submit one federal EEO-1 report during each year the two conditions (50 employees and a \$50,000 federal contract) exist.

The company named below (Part C) is exempt from the requirements of submitting an EEO-1 report this year.

☐ NO (go to PART B)

☐ YES (go to PART C)

PART B. The company named below (Part C) has submitted an EEO-1 report this year, or intends to at this time.

☐ NO

☐ YES

NOTE: On-line EEO-1 report filing may be accessed at the following web address:

<https://egov.eeoc.gov/eeo1/eeo1.jsp>

EEO-1 reporting and instructions may be obtained by writing or e-mail to:

EEO-1 Joint Reporting Committee
P.O. Box 78040
Washington, DC 20013-8040
Telephone 1-866-286-6440
Email: e1.techassistance@eeoc.gov

PART C.

Signature of Authorized Representative of Company

Date

Name of Company

(_____) _____
Telephone No.

Address of Company

Zip Code

Project Name

Contract Number

- Joint Reporting
Committee
- Equal Employment
Opportunity Com-
mission
 - Office of Federal
Contract Compli-
ance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV. 01/2006

O.M.B. No. 3045-0007
EXPIRES 01/2009
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) ☐ Single-establishment Employer Report

Multi-establishment Employer:

(2) ☐ Consolidated Report (Required)

(3) ☐ Headquarters Unit Report (Required)

(4) ☐ Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) ☐ Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only) _____

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

Address (Number and street)

City or town

State

ZIP code

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

Address (Number and street)

City or Town

County

State

ZIP code

b. Employer identification No. (IRS 9-DIGIT TAX NUMBER)

c. Was an EEO-1 report filed for this establishment last year? ☐ Yes ☐ No

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

☐ Yes ☐ No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

☐ Yes ☐ No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

☐ Yes ☐ No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D-EMPLOYMENT DATA

Employment at this establishment - Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)															
	Race/Ethnicity															
	Hispanic or Latino		Not-Hispanic or Latino												Total Col A - N	
			Male						Female							
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Executive/Senior Level Officials and Managers 1.1																
First/Mid-Level Officials and Managers 1.2																
Professionals 2																
Technicians 3																
Sales Workers 4																
Administrative Support Workers 5																
Craft Workers 6																
Operatives 7																
Laborers and Helpers 8																
Service Workers 9																
TOTAL 10																
PREVIOUS YEAR TOTAL 11																

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)

Section E - ESTABLISHMENT INFORMATION (Omit on the Consolidated Report.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

Section F - REMARKS

Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G - CERTIFICATION

- Check 1 ☐ All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
 one 2 ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report	Title	Address (Number and Street)	
City and State	Zip Code	Telephone No. (including Area Code and Extension)	Email Address

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII.
 WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
CONTACT DOCUMENTATION**

Project Name _____ **RFP/Contract No.** _____

Company Name _____ **Authorized Signature/Title** _____

This form is provided for your convenience to document your efforts in meeting DBE (MBE/WBE) utilization goals. You may use additional sheets if needed. If you do not meet the MBE/WBE goal, you may return this form, or other supporting documentation (explanations, advertising notices, solicitations, etc.) with your MBE/WBE Report of Participation.

Firm _____ **MBE** _____ **WBE** _____
Address _____

Type of Work _____ **Bid Amount \$** _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____

Firm _____ **MBE** _____ **WBE** _____
Address _____

Type of Work _____ **Bid Amount \$** _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____

Firm _____ **MBE** _____ **WBE** _____
Address _____

Type of Work _____ **Bid Amount \$** _____
Dates of Contact _____
Method of Contact _____
Contact's Name _____
Results of Contact _____
If rejected, why _____

**STATE OF ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**DISADVANTAGE BUSINESS ENTERPRISES
(MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES)
REPORT OF PARTICIPATION**

Project Name _____ RFP/Contract No. _____

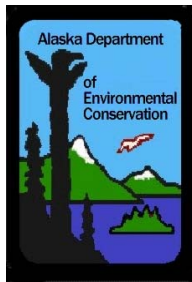
Company Name _____ Prepared By _____

The successful bidder/proposer must complete and submit this form after bid time, but prior to contract award. Please list below the name and address of each DBE (MBE/ WBE) subcontractor who will perform work under this contract, along with the contracted amount that will be applicable to the goal. Indicate whether the firm is MBE or WBE, and include your own firm if MBE/WBE eligible. A proposal submitted without adequate MBE/WBE participation or showing of good faith efforts to achieve such participation can render the bid proposal non-responsive. One copy of each executed MBE/WBE subcontract must be provided to the City by the successful prime contractor. Any changes to the list below must have prior approval by the City. Please note, if the MBE/WBE is only certified as a DBE, such as through the Alaska Department of Transportation, and the bidder has exhausted all efforts to determine the subcontractor MBE/WBE status, the bidder may document either category of certification to meet goal objectives.

Firm Name	AK Contractor's License No.	Contact Name & Phone No.	Type of Work	Contract Amount	MBE/WBE
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____
_____	_____	_____	_____	\$ _____	_____

Contract(s) Total: \$ _____ MBE/WBE Goal: _____ % Achieved: _____ % = \$ _____

Authorized Representative's Signature _____ Date _____



Disadvantage Business Enterprise Program

DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR*:	PROJECT NAME:
ADDRESS:	CONTRACT NO:
TELEPHONE NO:	E-MAIL ADDRESS:
PRIME CONTRACTOR NAME:	

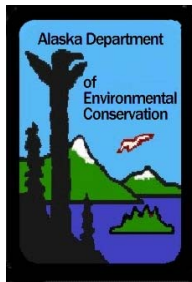
Please use the space below to report any concerns regarding the above State-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

Subcontractor Signature

Title/Date

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an ADED award of financial assistance.

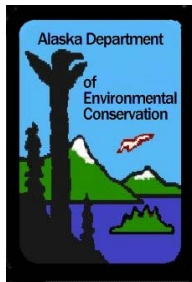


Disadvantage Business Enterprise Program

DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR:		PROJECT NAME:
ADDRESS:		BID/PROPOSAL NO.:
TELEPHONE NO.:		E-MAIL ADDRESS:
PRIME CONTRACTOR NAME:		
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR
Currently certified as an MBE or WBE under EPA's DBE Program? ____ Yes ____ No Signature of Prime Contractor Date _____ _____ Signature of Subcontractor Date _____ _____ Print _____ Name Title _____		

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an ADED award of financial assistance.



Disadvantage Business Enterprise Program

DBE Subcontractor Utilization Form

BID/PROPOSAL NO.:	PROJECT NAME:
NAME OF PRIME BIDDER/PROPOSER:	E-MAIL ADDRESS:
ADDRESS:	
TELEPHONE NO.:	FAX NO.:

The following subcontractors will be used on this project:			
COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a Replacement of a subcontractor, I will adhere to the replacements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor	Date
Print Name	Title

*Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an ADED award of financial assistance.

U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

PART I. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR (Oct. 1-Sep 30) 20_____	1B. REPORTING PERIOD (Check ALL appropriate boxes) ☐ 1 st (Oct-Dec) ☐ 2 nd (Jan-Mar) ☐ 3 rd (Apr-Jun) ☐ 4 th (Jul-Sep) ☐ Semi-Annual (Oct-Mar) ☐ Semi-Annual (Apr-Sep) ☐ Annual ☐ Check if this is the last report for the project (Project completed).																					
1C. REVISION OF A PRIOR REPORT? Y or N Year: _____ Quarter: _____	BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:																					
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE Coordinator)		3A. RECIPIENT NAME AND ADDRESS																				
2B. EPA DBE COORDINATOR Name: E-mail:	2C. PHONE: Fax:	3B. RECIPIENT REPORTING CONTACT: Name: E-mail:	3C. PHONE: Fax:																			
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)		4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:																				
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.) EPA Share: \$ _____ Recipient Share: \$ _____		5B. If NO procurement and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), CHECK and SKIP to Block No. 7. (<u>Procurements</u> are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. <u>Accomplishments</u> , in this context, are procurements made with MBEs and/or WBEs. ☐																				
5C. Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period) Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)																						
5D. Were sub-awards issued under this assistance agreement? Yes___ No___ Were contracts issued under this assistance agreement ? Yes___ No___																						
5E. MBE/WBE Accomplishments This Reporting Period Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 20%; text-align: center;"><u>Construction</u></th> <th style="width: 20%; text-align: center;"><u>Equipment</u></th> <th style="width: 20%; text-align: center;"><u>Services</u></th> <th style="width: 20%; text-align: center;"><u>Supplies</u></th> <th style="width: 5%; text-align: center;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>\$MBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$WBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>						<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>	\$MBE:	_____	_____	_____	_____	_____	\$WBE:	_____	_____	_____	_____	_____
	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>																	
\$MBE:	_____	_____	_____	_____	_____																	
\$WBE:	_____	_____	_____	_____	_____																	
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.)																						
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		TITLE																				
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE		DATE																				

PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

EPA Financial Assistance Agreement Number: _____

1. Procurement Made By			2. Business Enterprise		3. \$ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Services _A (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Sub-Recipient and/or SRF Loan Recipient	Prime	Minority	Women				

Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

EPA FORM 5700-52A - (Approval Expires 12/22/13)

Auke Lake Sewer 2013 L.I.D. 96 West Mendenhall Valley

Sewer Expansion

Contract No. E13-225

DEC – DBE PROGRAM REQUIREMENTS

Page 00400 - 18

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter, semiannually, or annually, per the terms and conditions of the financial assistance agreement.

	Quarterly Reporting Due Date	Semiannual Reporting Due Date	Annual Reporting Due Date
Agreements awarded prior to May 27, 2008	January 30, April 30, July 30, October 30	N/A	October 30
Agreements awarded on or after May 27, 2008	N/A	April 30, October 30	October 30

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA

recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.

6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined here.

C. Instructions for Part I:

- 1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2010 falls within Federal fiscal year 2011**)

- 1b. Check applicable reporting box, quarterly, semiannually, or annually. Also indicate if this is the last report for the project.

- 1c. Indicate if this is a revision to a previous year, half-year, or quarter, and provide a brief description of the revision you are making.

- 2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at www.epa.gov/osbp. Click on "Regional Contacts" for the name of your coordinator.

- 3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

- 4a. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form. Please note that although the New DBE Rule (which took effect May 27, 2008) revised the reporting frequency requirements from quarterly to semiannually, that change only applies to agreements awarded AFTER the New DBE Rule took effect. Therefore, SRF recipients may either continue to report activity for all Agreements on one form on a quarterly basis until the last award that was made prior to the New DBE Rule has been closed out; OR, the recipient may split the submission of SRF reports into quarterly reports for Agreements awarded prior to the New DBE Rule, and semiannually for the awards made after the New DBE Rule.

- 4b. Refer back to Assistance Agreement document for this information.

- 5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.

- 5b. Self-explanatory.

- 5c. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

- 5d. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement by indicating "yes" or "no".

- 5e. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** In 5c please enter the total procurement amount for the quarter, or semiannual period, under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what

- specific steps you are taking to achieve the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.
7. Name and title of official administrator or designated reporting official.
 8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.

****This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31,**

and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

SECTION 00500 - AGREEMENT

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

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Bid Documents entitled **Contract No. E13-225, Auke Lake Sewer 2013 L.I.D. 96 West Mendenhall Valley Sewer Expansion.**

The WORK covered in the Contract documents generally includes installing a new sanitary sewer force main collection system along Glacier Highway from the Auke Lake water tower access road to the intersection with Auke Lake Way and Fritz Cove Road. The Project includes approximately 2,135 feet of 1.5" to 3" diameter HDPE pressure sewer pipe, 15 sanitary sewer services, 1 sewer manhole, 2 air release valves, 2 flush ports, 1 water service, seeding restoration work and other miscellaneous work as shown on the Drawings.

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

ARTICLE 2. CONTRACT COMPLETION TIME.

All WORK shall be completed by September 30, 2013. Once construction activities begin, excluding surveying, all WORK must be completed within 60 days.

ARTICLE 3. DATE OF AGREEMENT

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

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **\$600** 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. E13-225, Auke Lake Sewer 2013 L.I.D. 96 West Mendenhall Valley Sewer Expansion,** those Unit Price amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

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

SECTION 00500 - AGREEMENT

ARTICLE 6. PAYMENT PROCEDURES.

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

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

ARTICLE 7. CONTRACT DOCUMENTS.

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

- Table of Contents (pages 00005-1 to 00005-2, inclusive)
- Notice Inviting Bids (pages 00030-1 to 00030-3, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-9, inclusive).
- Information to Bidders (pages 00201-1, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- DBE and EEO Documents (Section 00400)
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-48, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-6, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Permits, (page 00852-1 to 00852-46).
- Standard Details (page 00853-1).
- Special Provisions (pages 1 to 29 inclusive)
- Standard Specifications for Civil Engineering Projects and Subdivision Improvements
December 2003 with current Errata Sheets.
- Drawings consisting of 12 sheets, as listed in the Table of Contents.
- Addenda numbers ____ to ____, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

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

ARTICLE 8. MISCELLANEOUS.

SECTION 00500 - AGREEMENT

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

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

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

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

OWNER:

City and Borough of Juneau

(Signature)

By: Kimberly A. Kiefer, City & Borough Manager
(Printed Name)

Date: _____

OWNER's address for giving notices:

155 South Seward Street

Juneau, Alaska 99801

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

CONTRACTOR:

(Company Name)

(Signature)

By: _____
(Printed Name, Authority or Title)

CONTRACTOR Signature Date: _____

CONTRACTOR's address for giving notices:

(Telephone) (Fax)

(E-mail address)

Contractor License No. _____

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary

(SEAL)

SECTION 00500 - AGREEMENT

CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

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

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

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

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

Secretary

(SEAL)

END OF SECTION

SECTION 00610 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)
_____ a _____
(Corporation, Partnership, Individual)
hereinafter called "Principal" and _____
(Surety)
of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER,"
(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:

**Auke Lake Sewer 2013 L.I.D. 96
West Mendenhall Valley
Sewer Expansion**

Contract No. E13-225

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

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

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

SECTION 00610 - PERFORMANCE BOND

**Auke Lake Sewer 2013 L.I.D. 96
West Mendenhall Valley
Sewer Expansion**

Contract No. E13-225

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

**AUKE LAKE SEWER 2013 L.I.D. 96
WEST MENDENHALL VALLEY SEWER EXPANSION
Contract No. E13-225**

**PERFORMANCE BOND
Page 00610-2**

SECTION 00620 - PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)
_____ a _____
(Corporation, Partnership, Individual)
hereinafter called "Principal" and _____
(Surety)
of _____, State of _____ hereinafter called the "Surety," are held and
firmly bound to the CITY AND BOROUGH of JUNEAU, ALASKA hereinafter called "OWNER,"
(Owner) (City and State)
for the penal sum of _____
_____ dollars (\$_____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

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

**Auke Lake Sewer 2013 L.I.D. 96
West Mendenhall Valley
Sewer Expansion**

Contract No. E13-225

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

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

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

SECTION 00620 - PAYMENT BOND

**Auke Lake Sewer 2013 L.I.D. 96
West Mendenhall Valley
Sewer Expansion**

Contract No. E13-225

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

**AUKE LAKE SEWER 2013 L.I.D. 96
WEST MENDENHALL VALLEY SEWER EXPANSION
Contract No. E13-225**

**PAYMENT BOND
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SECTION 00700 - GENERAL CONDITIONS

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SECTION 00700 - GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 00700 - GENERAL CONDITIONS

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

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

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

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

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

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

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

General Requirements - Division 1 of the Technical Specifications.

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

Holidays - The CBJ legal holidays occur on:

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

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

SECTION 00700 - GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

PCB's - Polychlorinated biphenyls.

PERMITTEE – See definition for CONTRACTOR.

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

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

SECTION 00700 - GENERAL CONDITIONS

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

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

Specifications - Same definition as "Technical Specifications" hereinafter.

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

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

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

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

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

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

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

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

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

SECTION 00700 - GENERAL CONDITIONS

ARTICLE 2 PRELIMINARY MATTERS

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

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ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 INTENT

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

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

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

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

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

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

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

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

ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

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

4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

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

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

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

4.3 DIFFERING SITE CONDITIONS

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

4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

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

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

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

4.5 REFERENCE POINTS

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

4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT

- A. On City and Borough of Juneau (CBJ) construction projects, the CBJ may make unclassified material available to CONTRACTORS, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. CONTRACTORS are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. For this Project, the price shall be \$1.90 per ton.
- B. CONTRACTORS proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. CONTRACTORS using the pit must comply with Allowable Use Permit USE 98-00047. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at (907) 586-0800.
- C. CONTRACTORS deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing operations within the pit. CONTRACTORS shall also secure a Performance Bond to ensure

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compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ.

- D. If CONTRACTOR operations for a project do not exceed 500 tons of material, the CONTRACTOR will not be required to provide an Individual Mining Plan prepared by an engineer. However, the CONTRACTOR must submit an Individual Mining Plan that is in compliance with Allowable Use Permit USE 98-00047 for gravel extraction within the CBJ/State pit. The CONTRACTOR must contact the CBJ Engineering Department for conditions for the extraction.
- E. CONTRACTORS using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. CONTRACTORS shall account for placement of materials removed from the pit. The CBJ may require CONTRACTORS to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. CONTRACTORS will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the WORK, CONTRACTORS shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Project Manager.
- F. The gravel pit overhead charge shall be paid to the CBJ by the CONTRACTOR within 60 days after removal of all materials from the pit and prior to requesting and/or receiving final payment. Upon completion of each excavation CONTRACTORS shall notify the CBJ, in writing, in sufficient time to perform a field-compliance examination prior to vacating the pit. Any significant deviation from the stipulations of the Individual Mining Plan identified during the field inspection shall be corrected by the CONTRACTOR prior to release of the bond. A signed release from CBJ will be required prior to releasing the CONTRACTOR's bond.
- G. If asphalt pavement is removed as part of this WORK, the CONTRACTOR shall dispose of the material at the location designated as the Asphalt Storage Facility, or as directed by the ENGINEER.
- H. The CBJ/State pit is a seasonal operation. The hours of operation are from 7:00 a.m. to 6:00 p.m., Monday through Friday, from April 1 through October 15 of the year. CONTRACTORS may obtain gravel on weekends, or during the off-season, by applying for a separate agreement with the City and Borough of Juneau Engineering Department. The CONTRACTOR will be responsible for any additional costs incurred during weekend or off-season operations at the gravel pit.
- I. All Contractors/Equipment Operators using the CBJ/State Pit shall be in compliance with Federal Mine Safety and Health Administration regulations for quarry and gravel operations.

ARTICLE 5 BONDS AND INSURANCE

5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

- A. The CONTRACTOR shall furnish, when required, Performance and Payment Bonds on forms provided by the CBJ for the penal sums of 100% of the amount of the Bid award. The

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surety on each bond may be any corporation or partnership authorized to do business in the State of Alaska as an insurer under AS 21.09. These bonds shall remain in effect for 12 months after the date of final payment and until all obligations and liens under this contract have been satisfied. The CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

- B. If the surety on any Bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the CONTRACTOR shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the OWNER.
- C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions. The City Engineer may, on behalf of the OWNER, notify the surety of any potential default or liability.

5.2 INSURANCE

- A. The CONTRACTOR shall purchase and maintain the insurance required under this paragraph. Such insurance shall include the specific coverages set out herein and be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever are greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Final Completion and at all times thereafter when the CONTRACTOR may be correcting, removing, or replacing Defective WORK in accordance with Paragraph 13.6, but the CONTRACTOR's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
- B. All insurance required by the Contract Documents to be purchased and maintained by the CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized in the State of Alaska to issue insurance policies for the limits and coverages so required. Such insurance companies shall have a current Best's Rating of at least an "A" (Excellent) general policy holder's rating and a Class VII financial size category and shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written

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notice has been given to the OWNER by certified mail. All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds" under the policies. The CONTRACTOR shall purchase and maintain the following insurance:

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

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cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

- A. The CONTRACTOR shall supervise, inspect, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incidental thereto. The CONTRACTOR shall be responsible to see that the completed WORK complies accurately with the Contract Documents.
- B. The CONTRACTOR shall designate in writing and keep on the WORK site at all times during its progress a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ENGINEER. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER and the ENGINEER only.
- C. The CONTRACTOR's superintendent shall be present at the site of the WORK at all times while WORK is in progress. Failure to observe this requirement shall be considered suspension of the WORK by the CONTRACTOR until such time as such superintendent is again present at the site.

6.2 LABOR, MATERIALS, AND EQUIPMENT

- A. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the Contract Documents. The CONTRACTOR shall furnish, erect, maintain, and remove the construction plant and any temporary works as may be required. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all WORK at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the OWNER's written consent. The CONTRACTOR shall apply for this consent through the ENGINEER.
- B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes

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the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

- C. All costs of inspection and testing performed during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The OWNER shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR.
 - D. Unless otherwise specified in the Contract Documents, the CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
 - E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the ENGINEER, or any of the ENGINEER consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.
 - F. The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the several classes of WORK to full completion in the manner and time set forth in and required by these specifications. All workers shall have sufficient skill and experience to perform properly the WORK assigned to them. Workers engaged in special WORK, or skilled WORK, shall have sufficient experience in such WORK and in the operation of the equipment required to perform all WORK, properly and satisfactorily.
 - G. Any person employed by the CONTRACTOR or by any Subcontractor who, in the opinion of the ENGINEER, does not perform the WORK in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the ENGINEER, be removed forthwith by the CONTRACTOR or Subcontractor employing such person, and shall not be employed again in any portion of the WORK without the approval of the ENGINEER. Should the CONTRACTOR fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the WORK, the ENGINEER may suspend the WORK by written notice until such orders are complied with.
- 6.3 ADJUSTING PROGRESS SCHEDULE. The CONTRACTOR shall submit monthly updates of the progress schedule to the ENGINEER for acceptance in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.

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- 6.4 SUBSTITUTES OR "OR-EQUAL" ITEMS. The CONTRACTOR shall submit proposed substitutes or "or-equal" items in accordance with the provisions in Section 01300 - CONTRACTOR Submittals in the General Requirements.
- 6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.
- A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its Subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime contract.
 - B. The CONTRACTOR shall perform not less than 40% of the WORK with its own forces (i.e., without subcontracting). The 40% requirement shall be understood to mean that the CONTRACTOR shall perform, with its own organization, WORK amounting to at least 40% of the awarded contract amount. The 40% requirement will be calculated based upon the total of the subcontract amounts submitted for contract award, and any other information requested by the OWNER from the apparent low bidder.
- 6.6 PERMITS
- A. Unless otherwise provided in the Supplementary General Conditions, the CONTRACTOR shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this contract shall not be made the basis for claims for additional compensation. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the WORK, which are applicable at the time of opening of Bids. The CONTRACTOR shall pay all charges of utility owners for connections to the WORK.
 - B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the PERMITTEE in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.
 - C. The OWNER shall apply for, and obtain, the necessary building permit for this Project, however, the CONTRACTOR is responsible for scheduling and coordinating all necessary inspections. The CBJ Inspection number is 586-1703. All other provisions of this Section remain in effect.

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- 6.7 PATENT FEES AND ROYALTIES. The CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the WORK or the incorporation in the WORK of any invention, design, process, product, software or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the WORK and if to the actual knowledge of the OWNER or the ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the OWNER in the Contract Documents. The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the WORK or resulting from the incorporation in the WORK of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations. The OWNER may, per AS 36.30, audit the CONTRACTOR's or Subcontractor(s) records that are related to the cost or pricing data for this contract, all related Change Orders, and/or contract modifications.
- 6.9 TAXES. The CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by the CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the WORK.
- 6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their Consultants, Sub-consultants, and the officers,

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

6.11 SAFETY AND PROTECTION

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

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6.12 SHOP DRAWINGS AND SAMPLES

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

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

6.14 INDEMNIFICATION

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

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

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

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

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

ARTICLE 7 OTHER WORK

7.1 RELATED WORK AT SITE

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

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

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

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 COMMUNICATIONS

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

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

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

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

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

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

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

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

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

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

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

- A. Duties, Responsibilities and Limitations of Authority of Inspector

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

Duties and Responsibilities. The Inspector may:

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

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

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

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

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

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

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

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

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

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

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

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ARTICLE 10 CHANGES IN THE WORK

10.1 GENERAL

- A. Without invalidating the Agreement and without notice to any surety, the OWNER may at any time or from time to time, order additions, deletions, or revisions in the WORK; these will be authorized by a written Field Order and/or a Change Order issued by the ENGINEER.
- B. If the CONTRACTOR believes that it is entitled to an increase or decrease in the Contract Price, or an extension or shortening in the Contract Time as the result of a Field Order, a claim may be made as provided in Articles 11 and 12.
- C. If the OWNER and CONTRACTOR agree on the value of any work, or the amount of Contract Time that should be allowed as a result of a Field Order, upon receiving written notice from the ENGINEER, the CONTRACTOR shall proceed so as to minimize the impact on and delays to the work pending the issuance of a Change Order.
- D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to WORK, and a claim may be made therefor as provided in Articles 11 and 12.
- E. The CONTRACTOR shall not be entitled to an increase in the Contract Price nor an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Paragraph 13.3G.
- F. The OWNER and the CONTRACTOR shall execute appropriate Change Orders covering:
 - 1. changes in the WORK which are ordered by the OWNER pursuant to Paragraph 10.1A;
 - 2. changes required because of acceptance of Defective WORK under Paragraph 13.7;
 - 3. changes in the Contract Price or Contract Time which are agreed to by the parties; or
 - 4. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the ENGINEER pursuant to Paragraph 9.8.
- G. If notice of any change is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.2 ALLOWABLE QUANTITY VARIATIONS

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

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

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

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1 GENERAL

- A. The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the WORK. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR to complete the WORK shall be at its expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 7 days) after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 14 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.
- C. The value of any WORK covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the WORK involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.4.
 - 3. On the basis of the cost of WORK (determined as provided in Paragraphs 11.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 11.4).

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

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11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

- A. General. The term "cost of work" means the sum of all costs necessarily incurred and paid by the CONTRACTOR for labor, materials, and equipment in the proper performance of extra work. Except as otherwise may be agreed to in writing by the OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.5 EXCLUDED COSTS.
- B. Labor. The costs of labor will be the actual cost for wages prevailing for each craft or type of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, worker's compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental. The labor costs for forepersons shall be proportioned to all of their assigned work and only that applicable to extra work shall be paid. Non-direct labor costs including superintendence shall be considered part of the mark-up set out in paragraph 11.4.
- C. Materials. The cost of materials reported shall be at invoice or lowest current price at which materials are locally available and delivered to the job in the quantities involved, plus the cost of freight, delivery and storage, subject to the following:
 - 1. Trade discounts available to the purchaser shall be credited to the OWNER notwithstanding the fact that such discounts may not have been taken by the CONTRACTOR.
 - 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the ENGINEER. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
 - 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
 - 4. If in the opinion of the ENGINEER the cost of material is excessive, or the CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount. The OWNER reserves the right to furnish materials for the extra work and no claim shall be allowed by the CONTRACTOR for costs and profit on such materials.
- D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed

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

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

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

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

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

5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.
- F. Specialty Work. Specialty work is defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following shall apply in making estimates for payment for specialty work:
1. Any bid item of WORK to be classified as Specialty Work shall be listed as such in the Supplementary General Conditions. Specialty work shall be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the ENGINEER, invoices for specialty work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
 2. When the CONTRACTOR is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as specialty work and accordingly, the invoices for the work may be accepted without detailed itemization.
 3. All invoices for specialty work will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for specialty work.
- G. Sureties. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

11.4 CONTRACTOR'S FEE

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

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Actual Overhead and Profit Allowance

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

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

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

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

- A. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the work, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
- B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
- C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.
- D. Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).
- E. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.
- F. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in paragraph 11.4.

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ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 GENERAL

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

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

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

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

- 13.1 **WARRANTY AND GUARANTEE.** The CONTRACTOR warrants and guarantees to the OWNER and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of defects known to the OWNER or ENGINEER shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.
- 13.2 **ACCESS TO WORK.** OWNER, ENGINEER, their Consultants, sub-consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the WORK at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.
- 13.3 **TESTS AND INSPECTIONS**
- A. The CONTRACTOR shall give the ENGINEER timely notice of readiness of the WORK for all required inspections, tests, or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
 - B. If Laws or Regulations of any public body having jurisdiction other than the OWNER require any WORK to specifically be inspected, tested, or approved, the CONTRACTOR shall pay all costs in connection therewith. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the OWNER's or the ENGINEER's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the WORK, or of materials or equipment submitted for review prior to the CONTRACTOR's purchase thereof for incorporation in the WORK. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the OWNER (unless otherwise specified).
 - C. The ENGINEER will make, or have made, such inspections and tests as the ENGINEER deems necessary to see that the WORK is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the OWNER. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the CONTRACTOR shall bear the cost of corrective measures deemed necessary by the ENGINEER, as well as the cost of subsequent reinspection and retesting. Neither observations by the ENGINEER nor inspections, tests, or approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

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

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13.6 ONE YEAR CORRECTION PERIOD

- A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such Defective WORK, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective work, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of engineers, attorneys and other professionals will be paid by the CONTRACTOR.
- B. Where Defective WORK (and damage to other WORK resulting therefrom) has been corrected, removed or replaced under this paragraph 13.6, the correction period hereunder with respect to such WORK will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

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

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

14.3 APPLICATION FOR PROGRESS PAYMENT

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

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

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

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

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

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

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

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

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

14.6 PARTIAL UTILIZATION

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

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

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

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14.9 FINAL PAYMENT AND ACCEPTANCE

- A. If, on the basis of the ENGINEER's observation of the WORK during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the WORK has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will, within 14 days after receipt of the final Application for Payment, indicate in writing the ENGINEER's recommendation of payment and present the Application to the OWNER for payment.
- B. After acceptance of the WORK by the OWNER's governing body, the OWNER will make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including the following items:
 - 1. Liquidated damages, as applicable.
 - 2. Two times the value of outstanding items of correction work or punch list items yet uncompleted or uncorrected, as applicable. All such work shall be completed or corrected to the satisfaction of the OWNER within the time stated on the Notice of Completion, otherwise the CONTRACTOR does hereby waive any and all claims to all monies withheld by the OWNER to cover the value of all such uncompleted or uncorrected items.

14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

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

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

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

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

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

SECTION 00700 - GENERAL CONDITIONS

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

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

ARTICLE 16 MISCELLANEOUS

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

16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK

- A. The CONTRACTOR may use on the Project, with ENGINEER's approval, such stone, gravel, sand, or other material determined suitable by the ENGINEER, as may be found in the excavation. The CONTRACTOR will be paid for the excavation of such material at the corresponding contract unit price. No additional payment will be made for utilizing the material from excavation as borrow, or select borrow.
- B. The CONTRACTOR shall replace, at its own expense, with other acceptable material, all of that portion of the excavated material so removed and used which was needed for use on the project. No charge for the materials so used will be made against the CONTRACTOR except that the CONTRACTOR shall be responsible for payment of any royalties required.
- C. The CONTRACTOR shall not excavate or remove any material from within the Project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the ENGINEER.
- D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the CBJ may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such

SECTION 00700 - GENERAL CONDITIONS

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

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

SECTION 00700 - GENERAL CONDITIONS

16.7 SUITS OF LAW CONCERNING THE WORK

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

16.8 CERTIFIED PAYROLLS

- A. All CONTRACTORs or Subcontractor who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).
- B. In lieu of submitting the State payroll form, the CONTRACTOR's standard payroll form may be submitted, provided it contains the information required by AS 36.05.040 and a statement that the CONTRACTOR is complying with AS 36.10.010.
- C. A contractor or subcontractor, who performs work on public construction in the State, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages as issued by the Alaska Department of Labor before the end of the pay period. (AS 36.05.010).

16.9 PREVAILING WAGE RATES

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

SECTION 00700 - GENERAL CONDITIONS

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

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

16.11 COST REDUCTION INCENTIVE

- A. At any time within 45 days after the date of the Notice of Award, the CONTRACTOR may submit to the ENGINEER in writing, proposals for modifying the plans, specifications, or other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair in any manner the essential functions or characteristics of the project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards.
- B. The cost reduction proposal shall contain the following information:
 - 1. Description of both the existing contract requirements for performing the WORK and the proposed changes.
 - 2. An itemization of the contract requirements that must be changed if the proposal is adopted.
 - 3. A detailed estimate of the time required and the cost of performing the WORK under both the existing contract and the proposed change.
 - 4. A statement of the date by which the CONTRACTOR must receive the decision from the OWNER on the cost reduction proposal.
 - 5. The contract items of WORK effected by the proposed changes including any quantity variations.
 - 6. A description and estimate of costs the OWNER may incur in implementing the proposed changes, such as test and evaluation and operating and support costs.
 - 7. A prediction of any effects the proposed change would have on future operations and maintenance costs to the OWNER.
- C. The provisions of this section shall not be construed to require the OWNER to consider any cost reduction proposal which may be submitted; nor will the OWNER be liable to the CONTRACTOR for failure to accept or act upon any cost reduction proposal submitted, or for delays to the work attributable to the consideration or implementation of any such proposal.
- D. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the OWNER at the time the proposal is submitted, the OWNER will not accept such proposal and reserves the right to make such changes without compensation to the CONTRACTOR under the provisions of this section.
- E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has

SECTION 00700 - GENERAL CONDITIONS

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

- F. The OWNER, shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in Contract Time and construction costs resulting from the adoption of all or any part of such proposal. Should the CONTRACTOR disagree with OWNER's decision on the cost reduction proposal, there is no further consideration. The OWNER reserves the right to make final determination.
- G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.
- H. Acceptance of the cost reduction proposal and performance of the work does not extend the time of completion of the contract, unless specifically provided in the Change Order authorizing the use of the submitted proposal. Should the adoption of the cost reduction proposal result in a Contract Time savings, the total Contract Time shall be reduced by an amount equal to the time savings realized.
- I. The amount specified to the CONTRACTOR in the Change Order accepted in the cost reduction proposal shall constitute full compensation for the performance of WORK. No claims for additional costs as a result of the changes specified in the cost reduction proposal shall be allowed.
- J. The OWNER reserves the right to adopt and utilize any approved cost reduction proposal for general use on any contract administered when it is determined suitable for such application. Cost reduction proposals identical, similar, or previously submitted will not be accepted for consideration if acceptance and compensation has previously been approved. The OWNER reserves the right to use all or part of any cost reduction proposal without obligation or compensation of any kind to the CONTRACTOR.
- K. The CONTRACTOR shall bear the costs, if any, to revise all bonds and insurance requirements for the project, to include the cost reduction WORK.

END OF SECTION

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

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

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

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

The OWNER shall furnish to the CONTRACTOR up to ten (10) copies of the Contract Documents which will include bound reduced Drawings, together with up to five (5) sets of full-scale Drawings. The CBJ Contracts Office shall contact the CONTRACTOR after issuance of Notice of Intent to Award to determine how many copies are needed. Additional quantities of the Contract Documents and full-scale Drawings will be furnished at reproduction cost.

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

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

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

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

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

The CBJ/State Lemon Creek Gravel Pit is available for this Project.

SGC - 4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT. *Delete* paragraph C., and *replace* with the following paragraph C.

Wherever the land use permits are referenced, *delete* and *replace with* the permit number USE2008-00061.

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

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

CONTRACTORS shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ. A \$10,000 cash processing restoration bond is required prior to screening or primary crushing operations.

Add the following paragraph:

- J. Contractors choosing to mine material from CBJ material sources are also subject to the conditions contained in each site's Multi Sector General Permit for Stormwater Discharges associated with industrial activities (MSGP) and the Storm Water Pollution Prevention Plan (SWPPP).

Add the following SGC 4.7:

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

The CBJ/State Stabler's Point Rock Quarry is available for this Project.

Add the following SGC 4.7:

SGC 4.7 USE OF CITY/STATE STABLER'S POINT ROCK QUARRY.

- A. On City and Borough of Juneau construction projects, the CBJ may make unclassified material available to the CONTRACTOR, from the City/State Stabler's Point rock quarry, at a rate less than charged other customers. The CONTRACTOR is not required to use material from the CBJ/State quarry and the CBJ makes no guarantee as to the quantity or quality of material. For this Project, the price shall be \$1.60 per ton.
- B. The CONTRACTOR proposing to use material from the City/State quarry is required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. The CONTRACTOR using the quarry must comply with Conditional Use Permit USE2011-00017. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the City/State Stabler's Point rock quarry as a rock source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Rock Quarry Management, at 907-586-0883.
- C. The CONTRACTOR deciding to use material from the CBJ/State Stabler's Point rock quarry shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing operations with the pit. The CONTRACTOR shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ. A \$10,000.00 cash processing restoration bond is required prior to screening or primary crushing operations.
- D. The CONTRACTOR must submit an Individual Mining Plan that is in compliance with Conditional Use Permit No. USE 2011-00017 for rock extraction with the City/State Stabler's Point rock quarry. The CONTRACTOR must contact the CBJ Engineering Department for conditions for the extraction.

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

- E. The CONTRACTOR shall account for placement of materials removed from the quarry. The CBJ may require the CONTRACTOR to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the quarry will not be weighed. All other material mined will be measured by truck load or survey. The CONTRACTOR will be responsible for loading, screening and sorting their own material. Primary screening may be allowed in the quarry. Primary crushing may be allowed according to the conditions of the Conditional Use Permit No USE2011-00017.
- F. The rock quarry overhead charge shall be paid to the CBJ within 60 days after removing material from the quarry and prior to requesting and/or receiving final payment. Upon completion of the excavation the CONTRACTOR shall notify the CBJ, in writing, in sufficient time to perform a field-compliance examination prior to vacating the quarry. Any significant deviation from the stipulations of the Individual Mining Plan identified during the field inspection shall be corrected by the CONTRACTOR prior to release of the bond. A signed release from CBJ will be required prior to releasing the CONTRACTOR's bond.
- G. The City/State Stabler's Point rock quarry is a by-project operation. The hours of operation are stipulated in Conditional Use Permit No. USE2011-00017.
- H. All Contractors/Equipment Operators using the CBJ/State Stabler's Point rock quarry shall be in compliance with Federal Mine Safety and Health Administration regulations for quarry and gravel operations.
- I. Contractors choosing to mine material from CBJ material sources are also subject to the conditions contained in each site's Multi Sector General Permit for Stormwater Discharges associated with industrial activities (MSGP) and the Storm Water Pollution Prevention Plan (SWPPP).

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

SGC 5.2 INSURANCE AMOUNTS. The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. All certificates of insurance supplied to the OWNER shall state that the OWNER is named as **"Additional Insured for any and all work performed for the City & Borough of Juneau."** The Additional Insured requirement does not apply to Workers Compensation insurance. NOTE: This requirement has changed. The OWNER no longer requires certificates of insurance referencing project names and contract numbers.

- A. Workers' Compensation: (under Paragraph 5.2C.1 of the General Conditions) as in accordance with AS 23.30.045: (Additional Insured requirements not necessary for Workers' Compensation coverage.)
 - 1. State: Statutory
 - 2. Applicable Federal (e.g., Longshore): Statutory

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

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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: (under Paragraph 5.2C.2 of the General Conditions):
 1. General Policy

\$1,000,000.00	Each Occurrence
\$2,000,000.00	Annual Aggregate
 2. Products/Completed Operations

\$1,000,000.00	Each Occurrence
\$2,000,000.00	Annual Aggregate
 3. Personal Injury

\$1,000,000.00	Each Occurrence
----------------	-----------------
- C. Commercial Automobile Liability: (under Paragraph 5.2C.3 of the General Conditions) including Owned, Hired, and Non-Owned Vehicles:

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

The CONTRACTOR shall require each Subcontractor similarly to provide Commercial Automobile Liability Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Commercial Automobile Liability Insurance.
- D. BUILDERS RISK is not required for this project.
- E. Policies shall also specify insurance provided by CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER.
- F. Should any of the policies described above be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

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

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

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

SGC 6.6 PERMITS, *Add* the following paragraph:

- D. A Right-of-Way Permit shall be obtained by the CONTRACTOR from the City and Borough of Juneau, Engineering Department prior to WORK within the Right-of-Way. The CONTRACTOR is responsible for coordinating all necessary inspections. All other provisions of this section remain in effect.
- E. Contractor is responsible for obtaining a Hot Works permit from the CBJ Permit Center, if performing work which requires such a permit. Work requiring a Hot Works Permit includes but is not limited to the following: cutting, welding, Thermit welding, brazing, soldering, grinding, thermal spraying, thawing pipe, installation of torch-applied roof systems or any other similar activity.

SGC 14.3 APPLICATION FOR PROGRESS PAYMENT. Paragraph D.

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

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

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

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

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

Add the following SGC 17:

SGC 17 GENERAL INFORMATION. This Project is currently funded by the City and Borough of Juneau, Alaska Sales Tax and the State of Alaska, Department of Environmental Conservation.

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

Employment Security Tax Clearance

Date: _____

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

From: _____

**Subject: Auke Lake Sewer 2013 L.I.D. 96
West Mendenhall Valley Sewer Expansion
Contract No. E13-225**

Timeframe of Contract _____

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

_____ Name	_____ Address
---------------	------------------

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

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

- () Tax Clearance is granted.
() Tax Clearance is NOT granted.

Remarks: _____

Signature

Date

Title

END OF SECTION

**AUKE LAKE SEWER 2013 L.I.D. 96
WEST MENDENHALL VALLEY
SEWER EXPANSION
Contract No. E13-225**

**SUPPLEMENTARY GENERAL CONDITIONS
Page 00800-6**

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

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

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

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

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

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

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

Contact Information:

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

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

END OF SECTION

SECTION 00852 – PERMITS

PART 1 - GENERAL

1.1 INDEX OF PERMITS

- A. CONTRACTOR will be required to submit a Traffic Control Plan CBJ Engineering Department for approval at the pre-construction conference.
- B. CONTRACTOR shall comply with the U.S. Army Corps of Engineers Nationwide Permit, No. POA-2013-16, dated January 29, 2013, which is attached to this Section (16 pages).
- C. CONTRACTOR shall comply with State of Alaska Department of Transportation and Public Facilities Utility Permit on State Right of Way, dated April 12, 2013, which is attached to this Section (29 pages).

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
REGULATORY DIVISION
8800 GLACIER HIGHWAY, SUITE 106
JUNEAU, ALASKA 99801

RECEIVED
JAN 31 2013
R & M ENGINEERING
JUNEAU

January 29, 2013

Regulatory Division
POA-2013-16

Mr. Michael Story
R&M Engineering, Inc.
6205 Glacier Highway
Juneau, Alaska 99801

Dear Mr. Story:

This is in response to your December 20, 2012, Department of the Army (DA) permit application on behalf of the City and Borough of Juneau, to install a 2300 foot long sewer line along Glacier Highway. It has been assigned file number POA-2013-16, Auke Lake which should be referred to in all future correspondence with this office. The project site is located within Section 23, T. 40 S., R. 65 E., Copper River Meridian; USGS Quad Map Juneau B-2; Latitude 58.3807° N., Longitude 134.6308° W.; located along Glacier Highway, in Juneau, Alaska.

The work will include the installation of 1.5 - 3 inch diameter, 2300 foot long sewer line along the side of Glacier Highway. 495 linear feet occur within waters of the U.S. and would result in temporary impacts to 0.042 acres of wetlands. All work will be conducted in accordance with the attached drawings, sheets 1-8 dated December 17, 2012.

DA permit authorization is necessary because your project would involve the placement of fill material into waters of the U.S. under our regulatory jurisdiction.

Based upon the information and plans you provided, we hereby verify that the work described above, which would be performed in accordance with the enclosed plan (sheets 1-8), dated December 17, 2012, is authorized by Nationwide Permit (NWP) No. 12, Utility Line Activities. NWP No. 12 and its associated Regional and General Conditions can be accessed at our website at: www.poa.usace.army.mil/Missions/Regulatory/Permits.aspx. Regional Conditions **D, E, & H**, apply to your project. You must comply with all terms and conditions associated with NWP No. 12, as well as the special conditions listed below:

1. The top 12 inches of the trench shall be backfilled with organic material excavated from the trench.

Further, please note General Condition 30 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to us.

<http://www.poa.usace.army.mil/Missions/Regulatory.aspx>

This verification is valid for two years from the date of this letter, unless the NWP is modified, reissued, or revoked. It is incumbent upon you to remain informed of changes to the NWPs.

Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Please contact me via email at Matthew.T.Brody@usace.army.mil, by mail at the address above, or by phone at (907) 790-4493, if you have questions or to request paper copies of the jurisdictional determination, regional and/or general conditions.

Sincerely,



Matthew Brody
Regulatory Specialist

Enclosures

CF:

South - Juneau

ADF&G
ADNR-DMLW
ADNR-OHA, SHPO
DEC
USFWS
NMFS
EPA
CBJ
Tlingit and Haida Indian Tribes
Douglas Indian Association

Enclosure



**US Army Corps of Engineers
Alaska District**

Permit Number: POA-2013-16

Name of Permittee: City and Borough of Juneau

Date of Issuance: January 29, 2013

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to Mr. Matthew Brody at the following address:

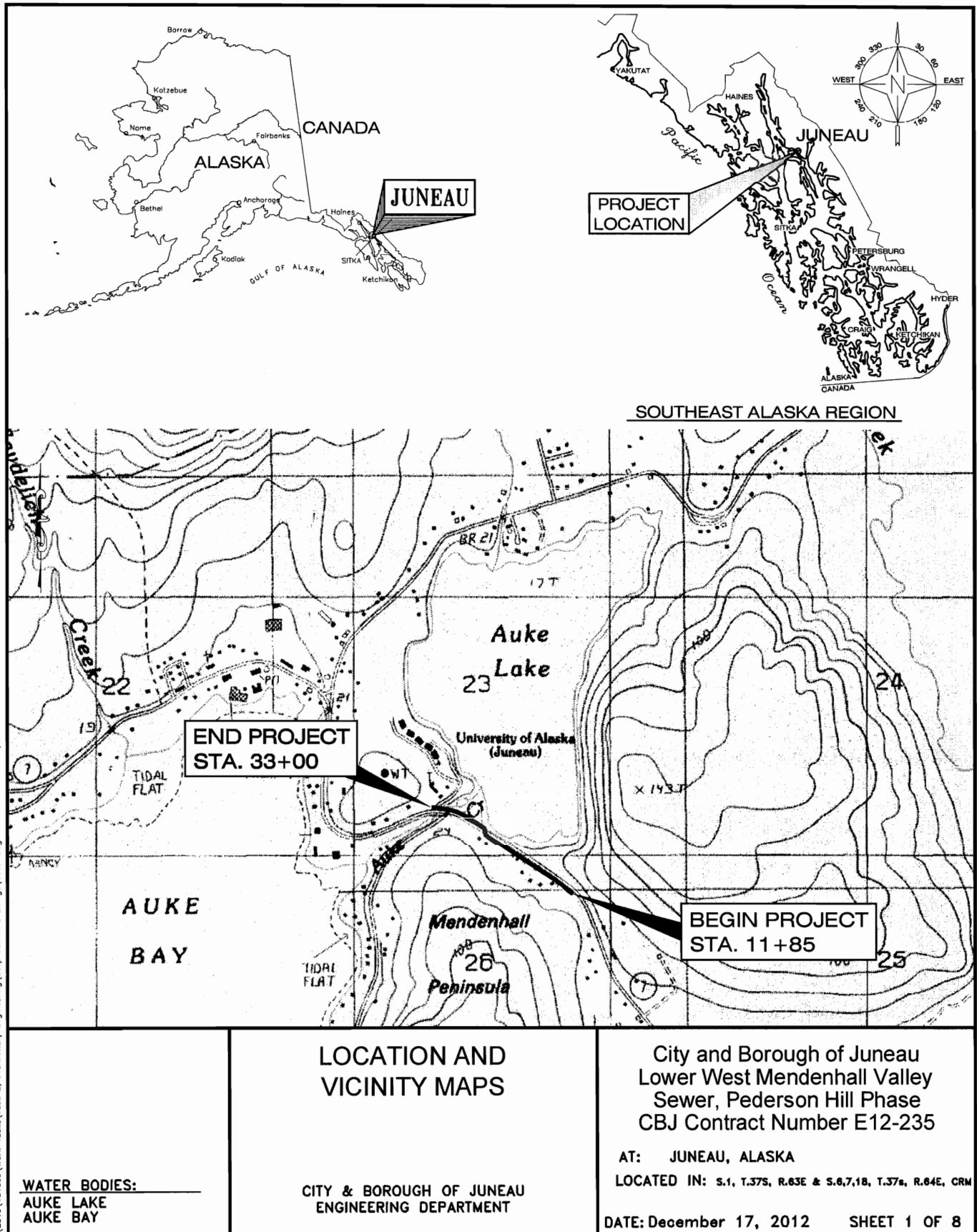
U.S. Army Corps of Engineers
Alaska District
Regulatory Division
8800 Glacier Highway, Suite 106
Juneau, Alaska 99801-8079

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

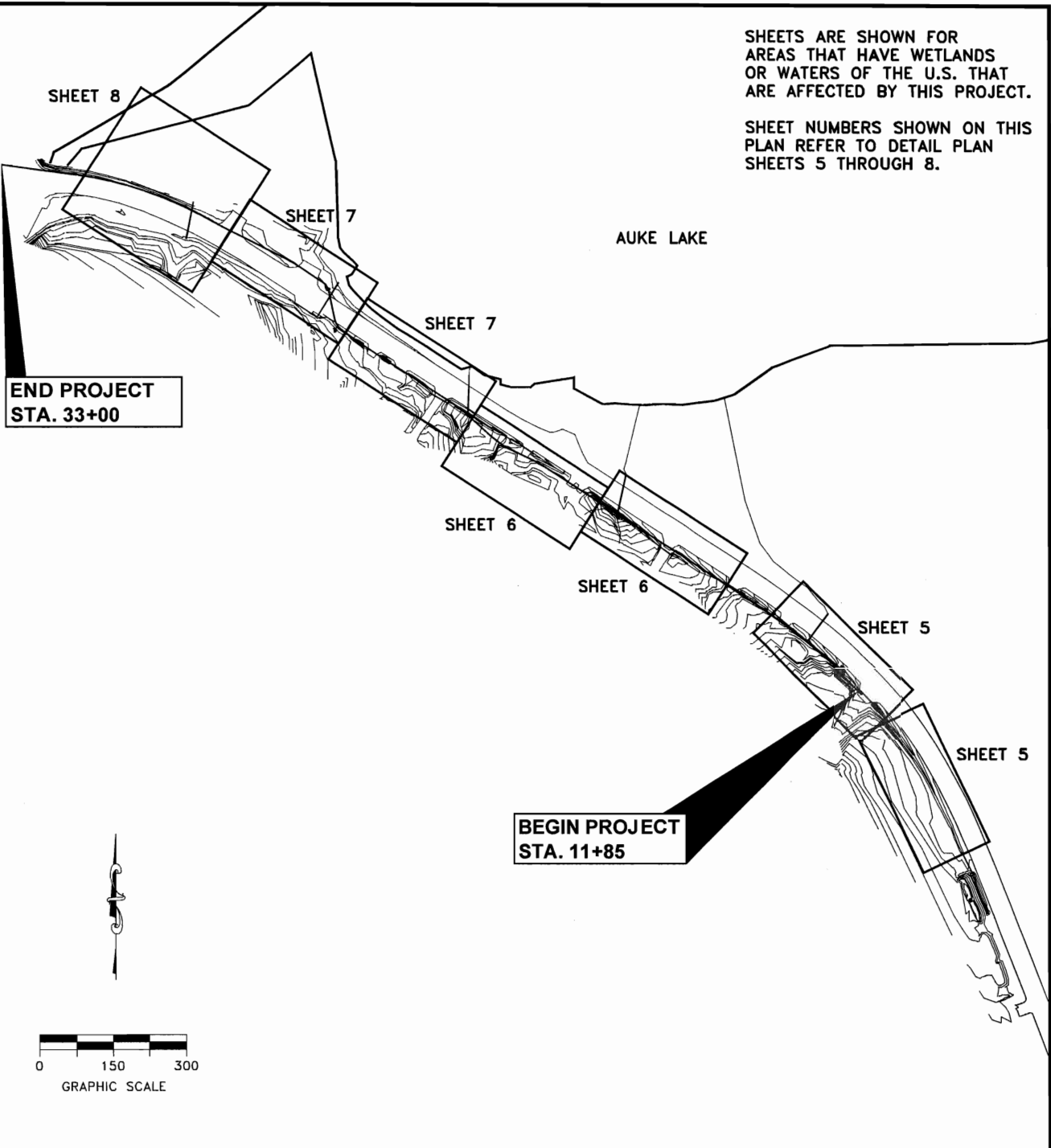
Signature of Permittee

Date



SHEETS ARE SHOWN FOR
AREAS THAT HAVE WETLANDS
OR WATERS OF THE U.S. THAT
ARE AFFECTED BY THIS PROJECT.

SHEET NUMBERS SHOWN ON THIS
PLAN REFER TO DETAIL PLAN
SHEETS 5 THROUGH 8.



ADJACENT PROPERTY OWNERS:
1. PRIVATE PROPERTY
2. CITY AND BOROUGH OF
JUNEAU

WATER BODIES:
AUKE LAKE
AUKE BAY

LEGEND DETAIL PLAN SHEET NUMBERS

CITY & BOROUGH OF JUNEAU
ENGINEERING DEPARTMENT

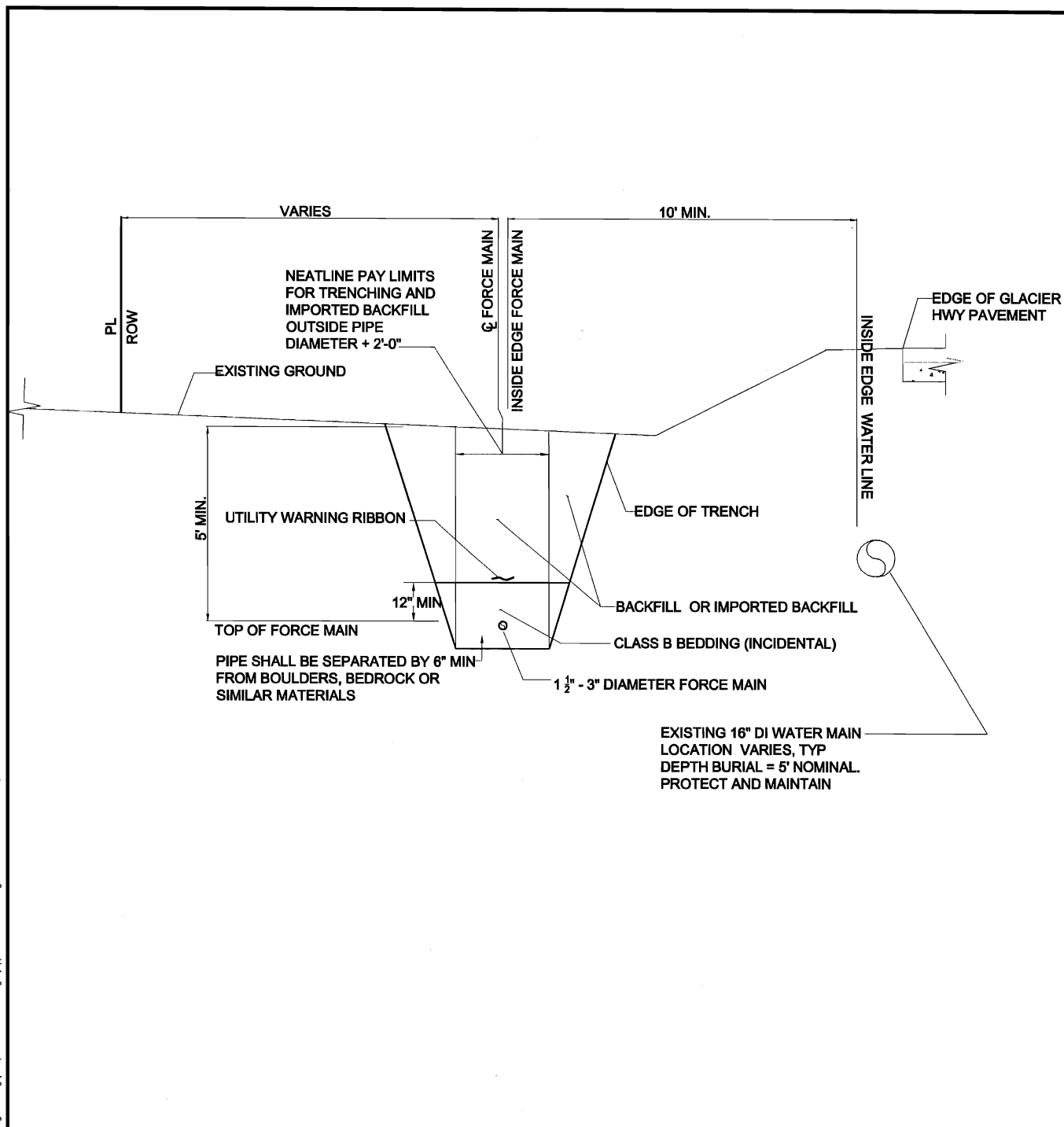
City and Borough of Juneau
Lower West Mendenhall Valley
Sewer, Pederson Hill Phase
CBJ Contract Number E12-235

AT: JUNEAU, ALASKA

LOCATED IN: S.1, T.37S, R.63E & S.6,7,18, T.37S, R.64E, CRW

DATE: December 17, 2012 SHEET 2 OF 8

I:\2010\101508\Work Tasks\Task 2, Preliminary Engineering\Corp Permit Drawings\Typical Section.dwg PLOT: DECEMBER 13, 2010 at: 8:59am nate



ADJACENT PROPERTY OWNERS:
1. PRIVATE PROPERTY
2. CITY AND BOROUGH OF JUNEAU

WATER BODIES:
AUKE LAKE
AUKE BAY

TYPICAL SECTION

CITY & BOROUGH OF JUNEAU
ENGINEERING DEPARTMENT

City and Borough of Juneau
Lower West Mendenhall Valley
Sewer, Pederson Hill Phase
CBJ Contract Number E12-235

AT: JUNEAU, ALASKA

LOCATED IN: S.1, T.37S, R.63E & S.6,7,18, T.37S, R.64E, CRM

DATE: December 17, 2012 SHEET 3 OF 10

WETLANDS IMPACT AREAS							
SHEET	STATION	TO	STATION	LENGTH (FT.)	TYPE	EXCAVATION IMPACT	
						S.F.	ACRES
6	15+62		16+77	115	PFO4B	309	0.007
6	17+17		19+02	185	PFO4B	627	0.014
6	21+13		21+88	75	PFO4B	361	0.008
7	21+88		22+44	56	PFO4B	285	0.007
7	22+89		23+45	56	PFO4B	248	0.006
7	24+59		24+67	8	PFO4B	2	0.0001
TOTALS						1,832	0.0421

ADJACENT PROPERTY OWNERS:
 1. PRIVATE PROPERTY
 2. CITY AND BOROUGH OF JUNEAU

WATER BODIES:
 AUKE LAKE
 AUKE BAY

WETLAND IMPACT SUMMARY

CITY & BOROUGH OF JUNEAU
 ENGINEERING DEPARTMENT

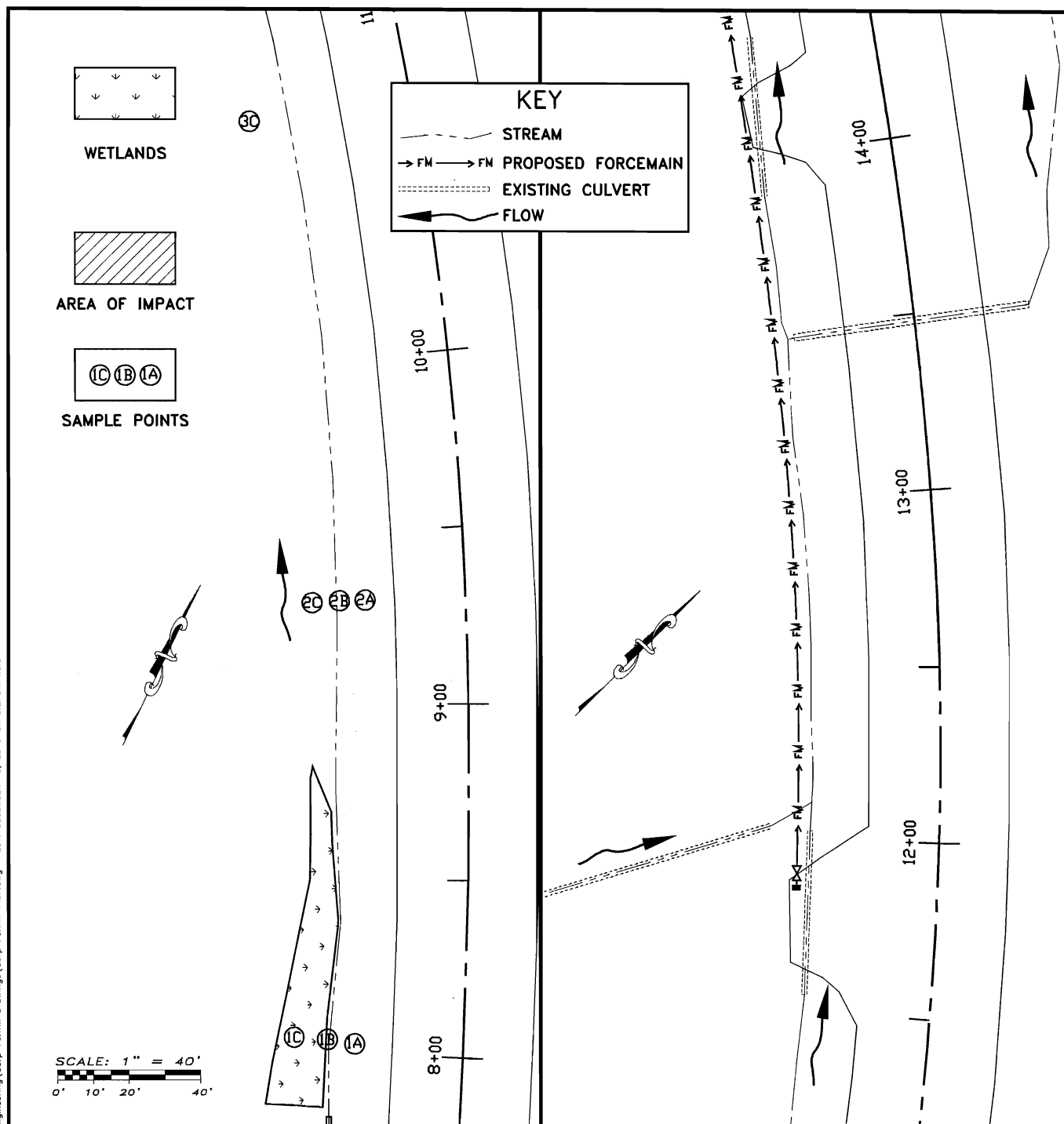
City and Borough of Juneau
 Lower West Mendenhall Valley
 Sewer, Pederson Hill Phase
 CBJ Contract Number E12-235

AT: JUNEAU, ALASKA

LOCATED IN: S.1, T.37S, R.63E & S.6,7,18, T.37S, R.64E, CRW

DATE: December 17, 2012 SHEET 4 OF 8

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ADJACENT PROPERTY OWNERS:

1. C.B.J. LANDS
2. PRIVATE PROPERTY

WATER BODIES:

AUKE LAKE
AUKE BAY

DETAIL PLANS

CITY & BOROUGH OF JUNEAU
ENGINEERING DEPARTMENT

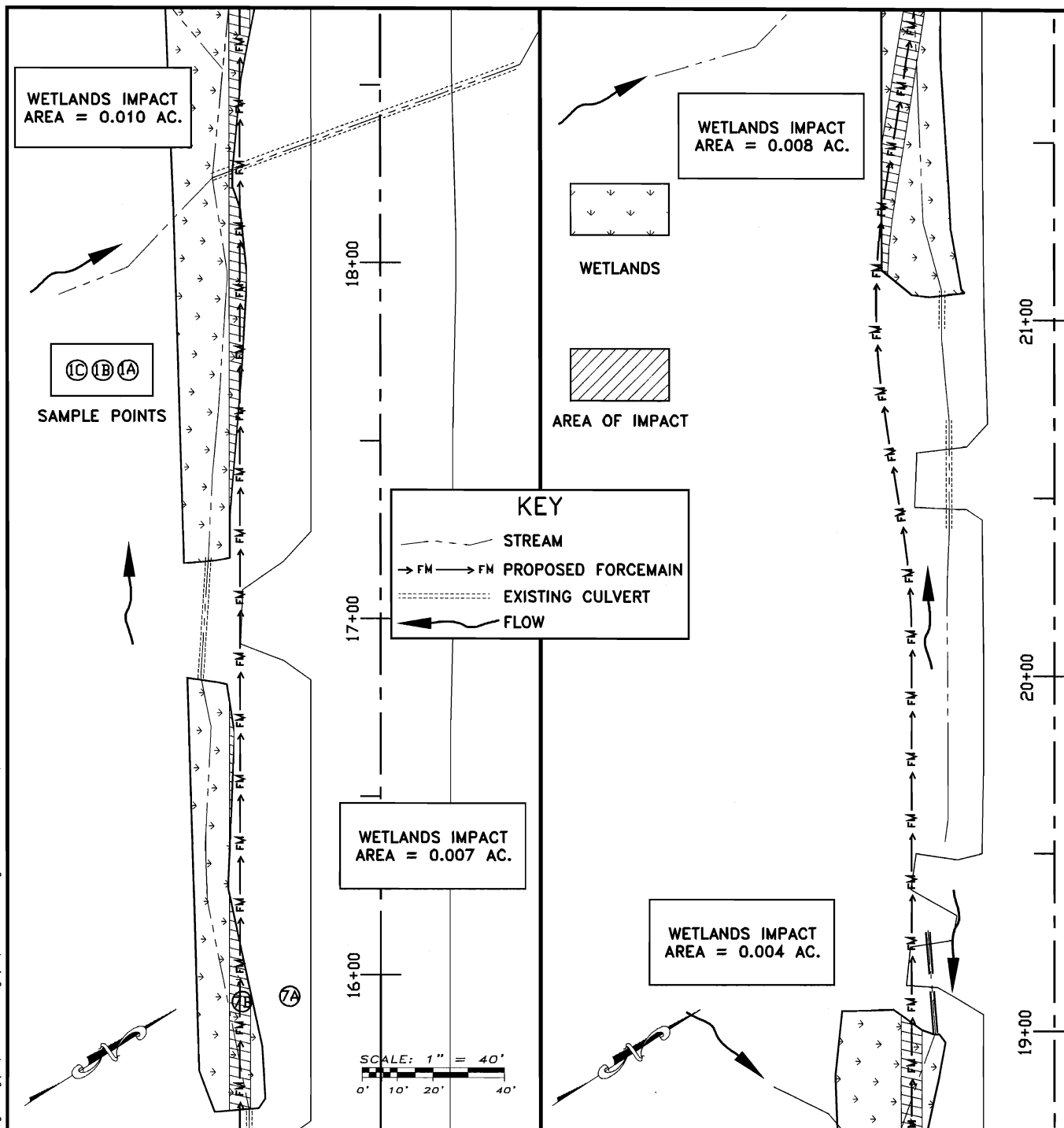
City and Borough of Juneau
Lower West Mendenhall Valley
Sewer, Pederson Hill Phase
CBJ Contract Number E12-235

AT: JUNEAU, ALASKA

LOCATED IN: S.1, T.37S, R.63E & S.6,7,18, T.37S, R.64E, CRM

DATE: December 17, 2012 SHEET 5 OF 8

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ADJACENT PROPERTY OWNERS:

1. C.B.J. LANDS
2. PRIVATE PROPERTY

WATER BODIES:

AUKE LAKE
AUKE BAY

DETAIL PLANS

CITY & BOROUGH OF JUNEAU
ENGINEERING DEPARTMENT

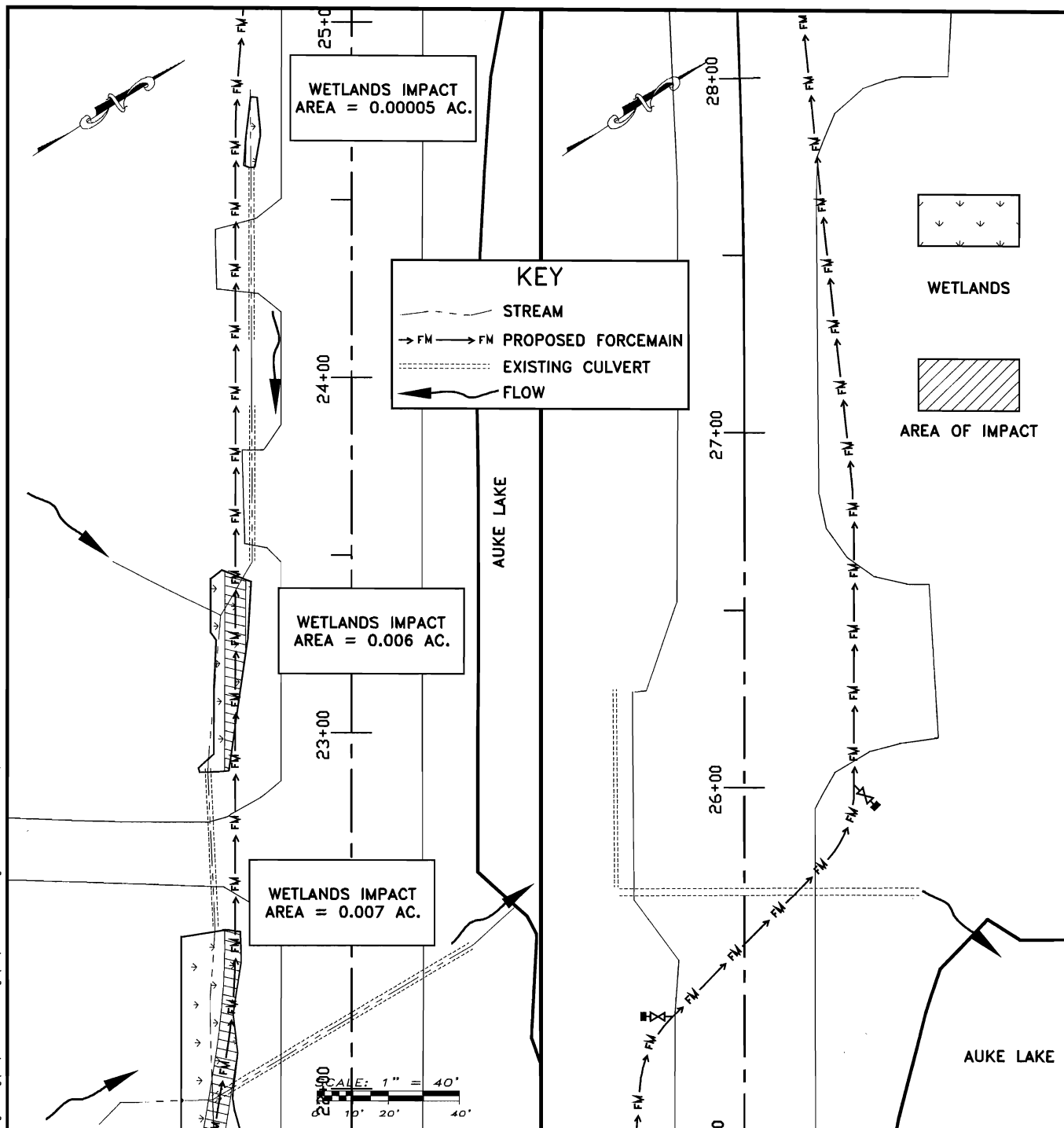
City and Borough of Juneau
Lower West Mendenhall Valley
Sewer, Pederson Hill Phase
CBJ Contract Number E12-235

AT: JUNEAU, ALASKA

LOCATED IN: S.1, T.37S, R.63E & S.6,7,18, T.37s, R.64E, CRM

DATE: December 17, 2012 SHEET 6 OF 8

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ADJACENT PROPERTY OWNERS:

1. C.B.J. LANDS
2. PRIVATE PROPERTY

WATER BODIES:

AUKE LAKE
AUKE BAY

DETAIL PLANS

CITY & BOROUGH OF JUNEAU
ENGINEERING DEPARTMENT

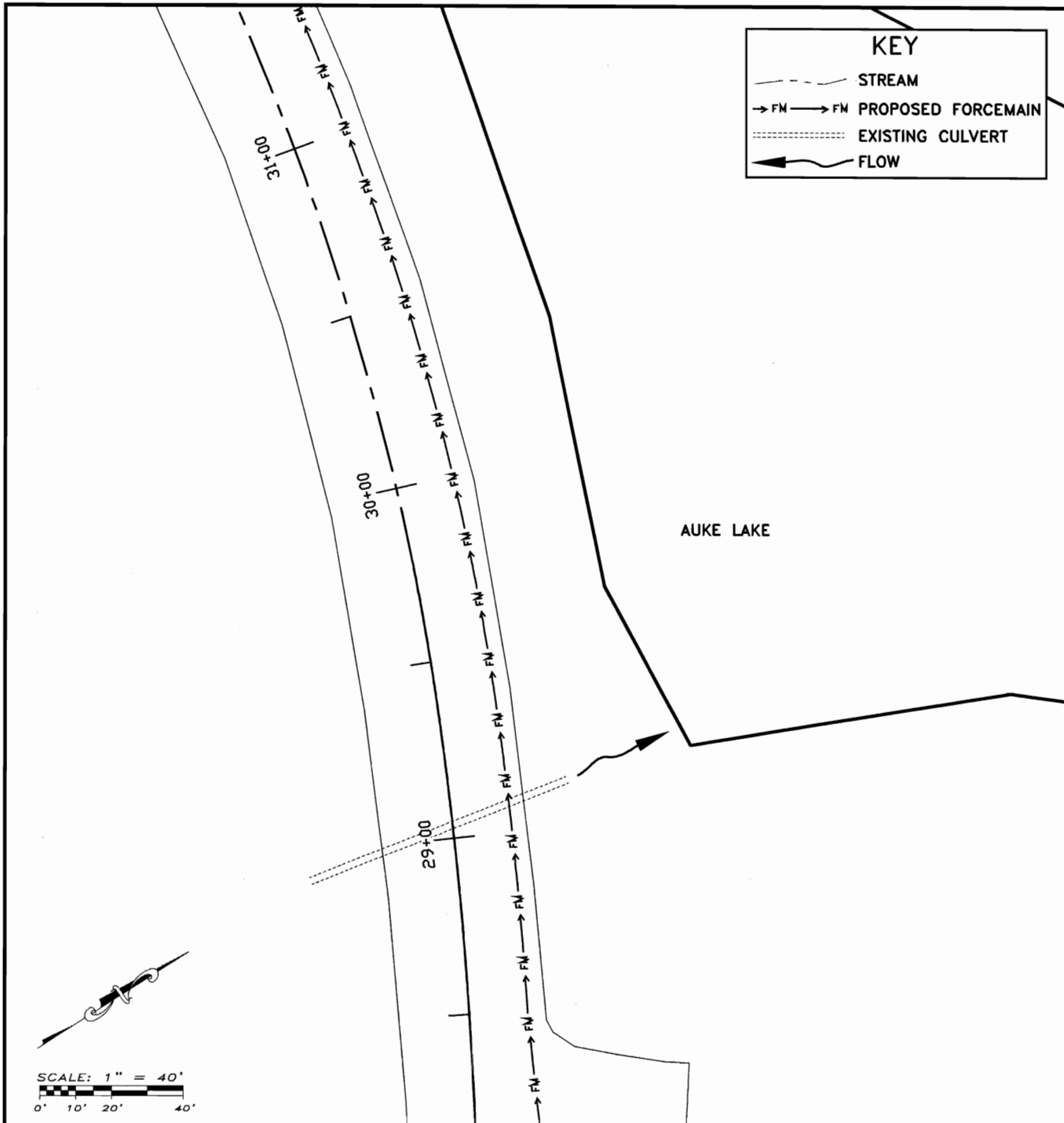
City and Borough of Juneau
Lower West Mendenhall Valley
Sewer, Pederson Hill Phase
CBJ Contract Number E12-235

AT: JUNEAU, ALASKA

LOCATED IN: S.1, T.37S, R.63E & S.6,7,18, T.37s, R.64E, CRM

DATE: December 17, 2012 SHEET 7 OF 8

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ADJACENT PROPERTY OWNERS:
1. C.B.J. LANDS
2. PRIVATE PROPERTY

WATER BODIES:
AUKE LAKE
AUKE BAY

DETAIL PLANS

CITY & BOROUGH OF JUNEAU
ENGINEERING DEPARTMENT

City and Borough of Juneau
Lower West Mendenhall Valley
Sewer, Pederson Hill Phase
CBJ Contract Number E12-235

AT: JUNEAU, ALASKA

LOCATED IN: S.1, T.37S, R.63E & S.6,7,18, T.37S, R.64E, CRM

DATE: December 17, 2012 SHEET 8 OF 8

ALASKA DISTRICT REGIONAL CONDITIONS FOR 2012 NATIONWIDE PERMITS

REGIONAL CONDITION A - Additional Pre-Construction Notification (PCN) Requirements¹

1. NWP 6, Survey Activities: 3-D seismic surveys employing ocean bottom cables.
2. NWP 13, Bank Stabilization: Projects require a PCN when specified by NWP 13 and/or the proposed methods and techniques are not included in Streambank Revegetation and Protection: A Guide for Alaska Revised 2005 (Walter, Hughes and Moore, April 2005) (Guide) or its future revisions.

The Guide is available at <http://www.adfg.alaska.gov/index.cfm?adfg=streambankprotection.main>

Furthermore, applicants proposing projects not contained in the Guide may still qualify for NWP 13 but they shall provide an alternative analysis to the district engineer with the PCN consisting of the bioengineered methods that were considered and rationale as to why these alternatives are not in the applicant's preferred alternative. Applicants subject to the PCN due to a design that is not included in the Guide are encouraged to include measures that minimize impacts to the aquatic environment including methods that improve fish habitat such as vegetated riprap.

3. Any activity proposing pile driving and/or blasting in marine waters, anadromous lakes or anadromous streams.
4. Proposed projects that qualify for NWPs 3, 12, 13, 14, and 18 within the Municipality of Anchorage.

¹ Where required by the terms of the NWP or Regional Condition A, a prospective permittee must notify the district engineer by submitting a preconstruction notification (PCN) as early as possible. See General Condition 31 of the NWPs for the contents of the PCN or visit www.poa.usace.army.mil/reg/NWPs.

REGIONAL CONDITION B – General Permit Agency Coordination

*This Regional Condition establishes geographic and habitat areas that will require agency coordination for projects that are less than 1/2 acre.*¹

For projects requiring a Pre-Construction Notification (PCN) **and** occurring within any of the following geographic/habitat areas, the Corps will conduct agency coordination with the appropriate agencies according to General Condition 31, regardless of the amount of loss of waters of the U.S.

- 1) The Municipality of Anchorage.
- 2) Areas designated as "A" or "B" wetlands in the Juneau Wetlands Management Plan.

- 3) Areas designated as "High" or "Moderate" value wetlands in the Homer Wetland Functional Assessment.
- 4) Anadromous lakes or anadromous streams including, but not limited to catalogued streams identified in the *Catalog of Waters Important for the Spawning, Rearing, or Migration of Anadromous Fishes* (available at <http://www.adfg.alaska.gov/sf/SARR/AWC/>)
- 5) Jurisdictional areas within 500 feet (measured from OHW or HTL) of anadromous lakes or anadromous streams as identified above.
- 6) Marine waters

Agency coordination will also occur if the proposed activity:

- 1) is authorized by NWP 51
- 2) requires a written waiver by the District Engineer; and/or
- 3) involves stream relocation

Local, State or Federal applicants may choose to conduct agency coordination in accordance with this regional condition for projects in the above geographic areas having less than 1/2 acre loss of waters of the U.S. The documentation of agency coordination shall be supplied with the PCN and if the Corps determines the applicant's proposal adequately addresses agency concerns, the project will not be coordinated again.

The Corps (or local, State or Federal applicant, as described above) will coordinate such projects with the Environmental Protection Agency, U.S. Fish and Wildlife Service, National Marine Fisheries Service and State Historical Preservation Officer or Tribal Historical Preservation Officer. Additionally, project coordination will occur with the State of Alaska's Department of Environmental Conservation and the Department of Fish and Game.

¹ For activities requiring a PCN that result in the loss of greater than 1/2-acre of waters of the U.S., agency coordination will occur according to general condition 31(d) but also include the agencies as specified above.

REGIONAL CONDITION C - Wood Preservatives

*This Regional Condition applies to all NWPs when the regulated activity involves the use of wood preservative products in waters of the U.S.*¹

1. For new materials²:

- a) Preservatives for wooden structures shall be applied by pressure treatment.
- b) In fresh waters, wood structures treated with creosote or pentachlorophenol preservative shall not be used.
- c) In marine waters wood structures treated with pentachlorophenol preservative shall not be used.

d) For marine installations with more than 50 pilings, or where current velocities are less than 10 cm/sec, a site-specific risk assessment shall be conducted to determine the potential adverse effects of using creosote or copper-related wood products.

2. For the reuse of previously treated wood products in marine waters the wood preservative product's use shall be consistent with its original use and may not be treated with any additional wood preservative. (e.g. the reuse for dock piling of creosote treated wood for dock piling is allowable, the reuse for a retaining wall of creosote treated railroad ties is not allowed, etc.).

¹ Wood preservative products allowed for use in the aquatic/marine environments is determined by the Environmental Protection Agency.

² Treated wood products are produced and installed in accordance with the "Best Management Practices for the Use of Treated Wood in Aquatic and Other Sensitive Environments" (August 2006), including amendments published by the Western Wood Preservers Institute (WWPI) (www.wwpinstitute.org) including the standards set forth by the American Wood-Preservers Association (AWPA) (www.awpa.com), the Timber Piling Council (TPC) (www.timberpilingcouncil.org) and/or the American Lumber Standards Committee as appropriate.

REGIONAL CONDITION D - Activities Involving Trenching

Trenches cannot be constructed or backfilled in such a manner as to drain waters of the U.S. (e.g., backfilling with extensive gravel layers, creating a French drain effect). Ditch plugs or other methods shall be used to prevent this situation.

Except for material placed as minor trench over-fill or surcharge necessary to offset subsidence or compaction, all excess materials shall be removed to a non-wetland location. The backfilled trench shall achieve the original surface condition, within a year of disturbance unless climatic conditions warrant additional time and is approved by the Corps.

Excavated material temporarily sidecast into wetlands shall be underlain with geotextile, ice pads, or similar material, to allow for removal of the temporary material to the maximum extent practicable.

Revegetation of the trench should follow the process outlined in RC E.

REGIONAL CONDITION E - Site Restoration for Projects with Ground Disturbing Activities

Disturbed areas shall be stabilized immediately after construction to prevent erosion. Revegetation of the site shall begin as soon as site conditions allow and in the same growing season as the disturbance unless climatic conditions warrant additional time and is approved by the Corps. Native vegetation and soils removed for project construction shall be stockpiled separately and used for site rehabilitation. If soil and/or organic materials are not available from

the project site for rehabilitation, other locally-obtained native materials may be used. Other topsoil or organic materials (including seed) may be used only if identified in the PCN and approved in the NWP verification. Species to be used for seeding and planting shall follow this order of preference: 1) species native to the site; 2) species native to the area; 3) species native to the state. Revegetated areas eventually shall have enough cover to sufficiently control erosion without silt fences, hay bales, or other mechanical means.

REGIONAL CONDITION F - Equipment Standards

Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures (e.g. ice roads, compacted snow, low psi ground bearing weight, etc) must be taken to prevent soil disturbance.

REGIONAL CONDITION G – Delineation of Project Boundary

Project boundaries shall be staked, flagged, or otherwise clearly delineated prior to the commencement of the authorized activity for projects that involve the placement of fill.

REGIONAL CONDITION H – Maintenance of Hydrology Patterns

Site preparation, excavation, and fill placement shall be conducted in a manner that prevents adverse hydrologic effects. Natural drainage patterns shall be maintained using appropriate ditching, culverts, storm drain systems and other measures to prevent ponding or drying. Excessive ponding and/or dewatering of areas adjacent to fill areas shall indicate non-compliance with this condition. “Excessive” is defined as a measurable change in site hydrology or drainage from the pre-project condition.

REGIONAL CONDITION I – Relocation of Stream Beds

Relocated stream channels shall approximate the length, meander pattern, gradient, channel cross-section, substrate and flow velocity of the original stream channel. Relocated stream channels shall be designed and constructed to avoid excessive loss of flow through the bed and dewatering of the stream channel. The relocation of stream channels shall include establishment of an associated floodplain. The floodplain shall be of similar dimension and form as the original, or sized to convey the 100-year flood while retaining the channel, substrate, and floodplain characteristics without significant down- or head-cutting.

REGIONAL CONDITION J – Culvert Installation

Culverts in fish bearing waters must be installed in accordance with a valid Alaska Department of Fish and Game, Fish Habitat Permit.

REGIONAL CONDITIONS K-N APPLY TO SPECIFIC NWPs

REGIONAL CONDITION K - Seasonal Docks Authorized by NWP 11, Temporary Recreational Structures

Small, seasonal docks shall not extend more than 50 feet waterward of the ordinary high water mark or mean high water mark, or exceed more than 25 percent of the width of the waterbody, whichever is less.

REGIONAL CONDITION L – NWP 40 Agricultural Activities

The following activities are not authorized by NWP 40: a. Drain tiles, ditches, or levees or; b. Mechanized land clearing and land leveling in wetlands within 500' of anadromous lakes or anadromous streams.

REGIONAL CONDITION M – NWP 44 Mining Activities

Placer mining activities are excluded from coverage by NWP 44 (Mining Activities). Placer mining may be authorized by Regional General Permit 2006-1944. In Alaska, NWP 44 will only authorize the following activities:

1. Hard rock mining, not including trenching, drilling, or access road construction.
Applicable to Section 404 only.
2. Temporary stockpiling of sand and gravel in waters of the U.S., limited to seasonally dewatered unvegetated sand/gravel bars. Stockpiles shall be completely removed and the area restored to pre-project contours within one year, in advance of seasonal ordinary high water events, and/or prior to equipment being removed from site, whichever comes first.

REGIONAL CONDITION N – NWP 48 Existing Commercial Shellfish Aquaculture Activities

NWP 48 is revoked in Alaska. Applicants seeking authorization for this work are encouraged to apply for Regional General Permit POA-2006-1035, Aquatic Farm Structures within the State of Alaska.

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES
UTILITY PERMIT
(MAJOR)

Permit No.
3-296000-13-17

Page No. 1 of 29

Approval
Recommended: Martin Peters

Date: April 11, 2013

Title: Regional Permit Officer

Region: Southeast

THE STATE OF ALASKA, acting by and through the DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, hereinafter called the DEPARTMENT, under provisions of AS 19.25.010 19.25.020, grants a Utility Permit to **City and Borough of Juneau of 155 South Seward, Juneau, AK 99801** hereinafter called the PERMITTEE, permission to construct, install and thereafter perform routine maintenance, use and operate the **AUKE LAKE SEWER 2013, LID 96, WEST MENDENHALL VALLEY SEWER EXPANSION, CBJ Contract. No. E13-225**, hereinafter called the FACILITY, located as follows: State Route **296000, Glacier / Douglas Hwy** Route Mileage **10.56 to 10.96** across, along or under property of the DEPARTMENT, acquired and utilized in the operation and maintenance of a State Transportation System, at the aforementioned locations and/or positions and in strict conformance with plans, specifications and special provisions attached hereto and made a part hereof, and not otherwise.

A. In accepting this Utility Permit for the Facility, the PERMITTEE agrees to comply with the provisions of AS 02.15.102, AS 02.15.106, AS 19.25.010, AS 19.25.200, AS 35.10.210, and AS 35.10.230; the terms, requirements and regulations as set forth in 17 AAC 15 as authorized under Administrative Procedures Act, AS 44.62.010 - 44.62.650 and the applicable policies, directives and orders issued by the Commissioner of the Department.

B. The entire cost of routine maintenance operations of the FACILITY are to be paid for by the PERMITTEE, and said FACILITY shall comply with all applicable codes.

C. The PERMITTEE's construction, installation and maintenance operations of the FACILITY shall be accomplished with minimum interference and interruption of the use, operation and maintenance of the DEPARTMENT's right of way and/or public facility; or as hereinafter provided in the DEPARTMENT's Special Provisions, attached hereto and made a part hereof, and shall at all times in no way endanger the general public in its use of the public property. Utility Permits expire if construction or installation of the facility has not started within one year after the date of approval, unless the applicant obtains an extension of time in writing from the department. 17AAC15.011(d)

D. The DEPARTMENT, in granting the Utility Permit, reserves the right to use, occupy and enjoy its property for a public transportation system and for public transportation purposes in such a manner and at such times as it deems necessary, the same as if this instrument had not been executed by the DEPARTMENT. If any such use by the DEPARTMENT shall at any time necessitate any change in location or manner of use of said FACILITY, or any part thereof, such change or alteration shall be made by the PERMITTEE according to the terms of one of the two clauses set out below as identified by a check mark before the applicable clause.

 (1) The PERMITTEE will be reimbursed in full by the DEPARTMENT for all costs incurred in making such changes or alterations to the FACILITY that qualified under the provisions of AS 02.15.104(c), AS 19.25.020(c), or AS 35.10.220(c).

 X (2) The PERMITTEE shall promptly remove or relocate said FACILITY at no cost to the DEPARTMENT in accordance with the provisions of AS 02.15.104(c) (4) or (5), AS 19.25.020(c) (4) or (5), AS 35.10.220(c) (4) or (5).

E. On public property being utilized for right of way on highways originally established as, or converted to, controlled access highways, ingress and egress thereto for maintenance and operation of the FACILITY is limited to the locations as designated by the DEPARTMENT. However, the DEPARTMENT may allow the PERMITTEE ingress and egress whenever such is necessary to effect repairs and maintenance of the FACILITY and when no other access is available. If the DEPARTMENT determines such access is in conflict with the use of the controlled access highway, the FACILITY will be relocated.

F. The State of Alaska and the DEPARTMENT for the purpose of this Utility Permit, hereby disclaim any representation of implication to the PERMITTEE that the DEPARTMENT has any title in any property other than the interest conveyed to the DEPARTMENT for specific purposes as described by the instrument conveying the land to the DEPARTMENT.

G. The PERMITTEE by these presents accepts notice and agrees that any expenses or damages incurred by the PERMITTEE through the abandonment, removal, reconstruction or alteration of any public facility, or incurred by said PERMITTEE as a result of this disclaimer shall be borne by said PERMITTEE at no expense whatsoever to the DEPARTMENT or the State of Alaska.

H. The waiver or breach of any terms or conditions of this Utility Permit or Provisions of the Administrative Code, by the DEPARTMENT shall be limited to the act or acts constituting such breach, and shall never be construed as being continuing or a permanent waiver of any such term or condition, unless expressly agreed to in writing by the parties hereto, all of which shall remain in full force and affect as to future acts or happenings, notwithstanding any such individual waiver or any breach thereof.

I. Only the Commissioner of the DEPARTMENT or his delegate shall have the authority to waive any term or condition herein contained.

J. The PERMITTEE shall not assign or transfer any of the rights authorized by this Utility Permit except upon notification to and approval by the DEPARTMENT.

K. The PERMITTEE agrees to comply with all regulations concerning present and future use of the public property acquired, or reimbursed by Federal-Aid funds.

L. The PERMITTEE shall give the DEPARTMENT not less than ten (10) days prior written notice, unless otherwise agreed to by the parties hereto, of the PERMITTEE's intention to enter upon the DEPARTMENT's property for the purpose of major maintenance, reconstruction, altering or removal of the FACILITY, provided, however, that normal routine maintenance is excepted from this provision, and provided further, that in any instance of sudden emergency requiring prompt and immediate action to protect the public safety, or to mitigate damage to private or public property, no prior notification to the DEPARTMENT will be required. The PERMITTEE shall notify the DEPARTMENT and the Alaska State Troopers, of the location of the emergency and extent of work required by the most expeditious means of communication as soon as reasonably possible to do so, and the PERMITTEE shall take such measures as are required to protect the health and safety of the traveling public or public facility users for the duration of such emergency operations.

M. The PERMITTEE shall indemnify and hold harmless the State of Alaska and the DEPARTMENT, or either of them, from all liability for damage to property, or injury to or death of persons, arising wholly or in part from any action taken by the PERMITTEE in relation to the PERMITTEE's FACILITIES on DEPARTMENT rights of way or other permitted locations.

N. The PERMITTEE is subject to all previous Easements and Utility Permits and any damage to any other utility will be the PERMITTEE's responsibility.

O. The PERMITTEE agrees to be responsible for the compliance with all applicable Federal, State, and local laws, regulations, codes and ordinances.

P. The PERMITTEE agrees to be responsible for obtaining all other appropriate permits or letters of non-objection needed from Federal, State and local agencies, or conflicting lessees, property owners or utilities.

Q. The PERMITTEE may be required, within thirty (30) days after completion of any improvement placed upon or in the premises herein, deliver to the DEPARTMENT as-built drawings showing the location and construction specifications of said improvement.

R. This Utility Permit is issued under the provisions of applicable Alaska Statutes and Administrative Code, effective as of the date of execution of this instrument by the DEPARTMENT.

S. The PERMITTEE agrees that the FACILITY will be constructed in accordance with the attached:

1. Plans dated 3/11/2013 consisting of the AUKE LAKE SEWER 2013, LID 96, WEST MENDENHALL VALLEY SEWER EXPANSION
2. Specifications consisting of the City and Borough of Juneau, and Alaska Department of Transportation Standard Specifications
3. Other *See Below.

which, by this reference, are made a part hereof, and in accordance with the applicable codes pertaining to the FACILITY, and not otherwise, unless prior written authorization is obtained from the DEPARTMENT to do so.

T. The PERMITTEE agrees to reimburse the DEPARTMENT for actual costs of inspection and testing as required during the performance of work proposed by the PERMITTEE. The scope of inspection and testing shall be determined by the Regional Utilities Engineer. The costs billed to the PERMITTEE will be the actual DEPARTMENT's costs incurred while performing the inspection and testing.

U. The PERMITTEE agrees by entering on the DEPARTMENT's property to indemnify the DEPARTMENT and its contractors of all costs tangible or intangible that would be the result of any delay in a construction project of the DEPARTMENT caused by work done under this permit.

V. The PERMITTEE agrees to reimburse the DEPARTMENT for the length of the facility to be installed in excess of 200 feet (as indicated on the attached plans referenced to in paragraph "S" above) which is calculated to be 1,939 linear feet at \$1.00 per foot = \$1,939 (but not to exceed \$10,000) payable at the time the permit is executed by the DEPARTMENT unless arrangements have been made for the PERMITTEE to be billed on a monthly basis.

Added Special Conditions:

DOT Utility section personnel will monitor progress by short visits to insure construction inspection is sufficient. In the case that inspection services are seen to be insufficient, DOT Utility Section will be onsite to cover any necessary additional inspection and bill the permittee for that time.

APPROVED: _____ DATE: _____

PIPE CARRIERSTRANSMITTANT: Sewage FLASH POINT: Not ApplicableWORKING PRESSURE: <50 psi TEMPERATURE: _____NUMBER OF CONDUITS (PIPES): 1DIAMETER OF PIPE: 237.1' of 1.5"; 641.69' of 2"; 1,261.03' of 3"TYPE AND CLASS OF PIPE: high density polyethylene

ENCASEMENT DIAMETER AND TYPE: _____

VENT LOCATIONS: Not Applicable LEFT Not Applicable RIGHT OF HIGHWAY CENTERLINE

CATHODIC PROTECTION: _____

CROSSING ANGLE: 45 degrees LENGTH: 56.4'DEPTH BELOW ROAD SURFACE (MIN 48"): 60"DEPTH BELOW DITCH BOTTOM (MIN 36"): 60"METHOD OF CROSSING INSTALLATION: BORING _____ JACKING _____ OPEN CUT XLONGITUDINAL FACILITY LENGTH: 2139.82OFFSET FROM HIGHWAY CENTERLINE: 19.5' - 47.52' DEPTH OF BURIAL (MIN 36"): 60"METHOD OF LONGITUDINAL INSTALLATION: TRENCHING X PLOWING _____CONSTRUCTION CODE(S) APPLICABLE: CBJ Standard Specifications;<http://www.iuneau.lib.ak.us/engineering FTP/Engineering Specifications/Table of Contents.pdf>

ADDITIONAL INFORMATION: _____

STRUCTURESTYPE (TRANSFORMER, VAULT, PUMP HOUSE, ETC.): Existing Manhole (MH), 2 Flush Ports (FP) & 2 Air Release (AR)LOCATION: Juneau - Glacier Highway - MH is 55' to Auke Lake Way, FP-2 is 505' to Auke Lake Way, AR-2 is 250' to Fritz Cove Road, FP-1 is 910' to Wilma Avenue, AR-1 is 930' to Wilma Avenue

(TOWN - ROAD NAME - DISTANCE TO NEAREST CROSS STREET)

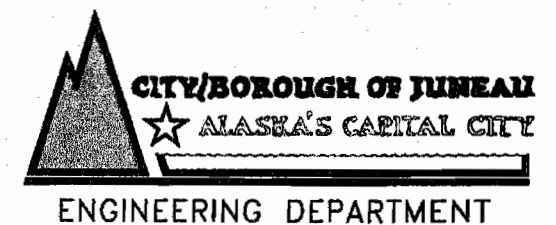
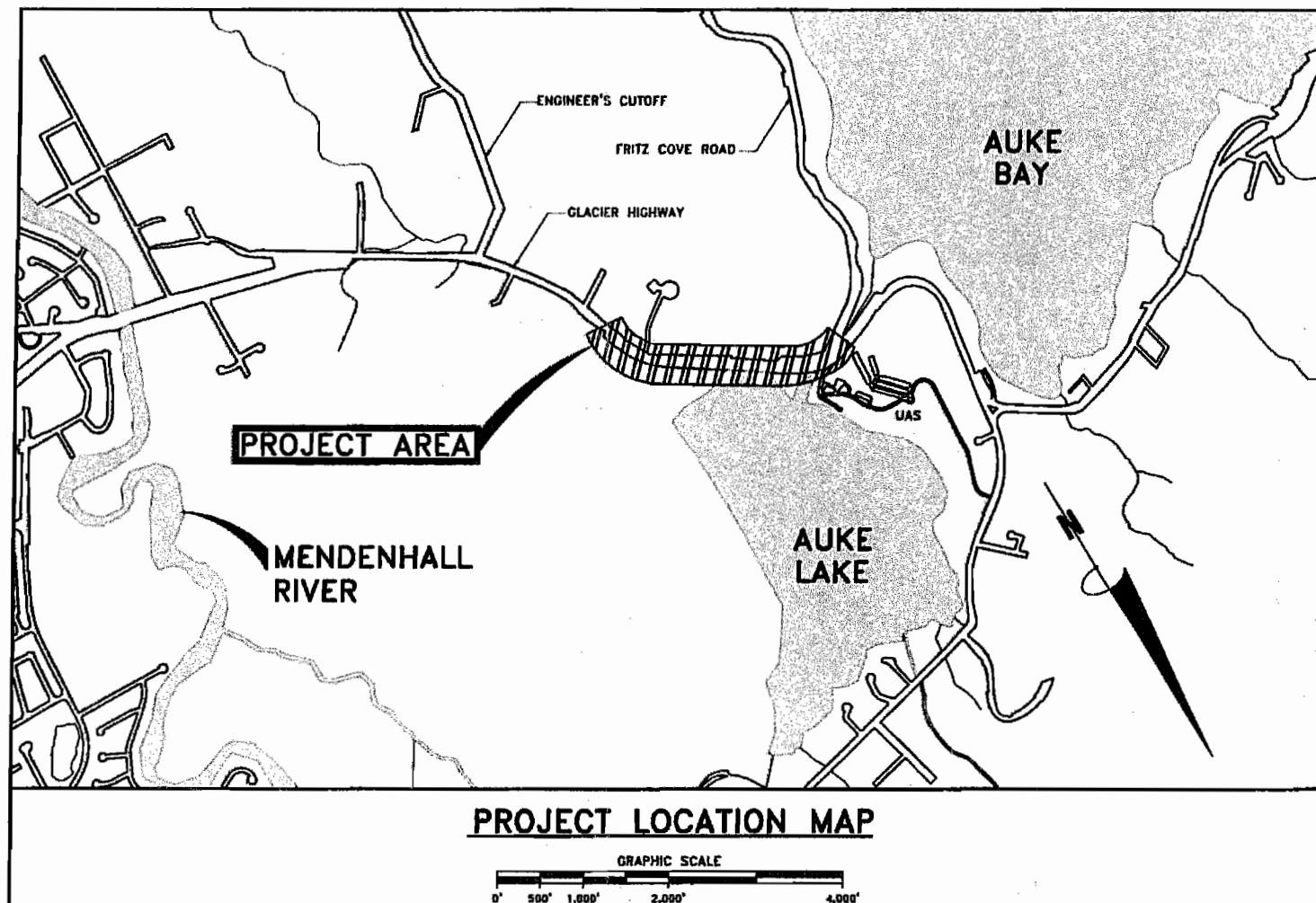
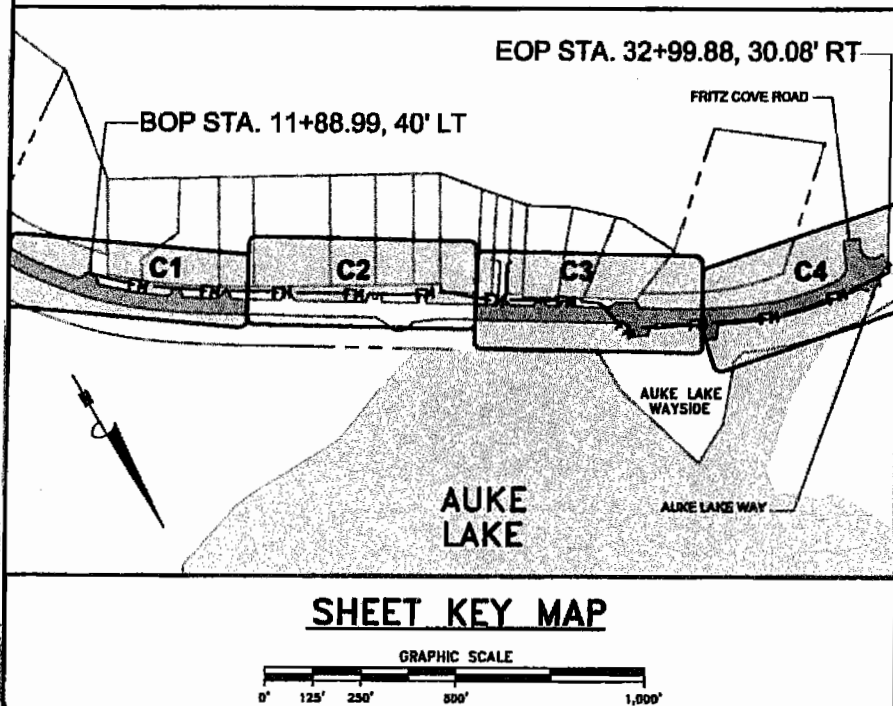
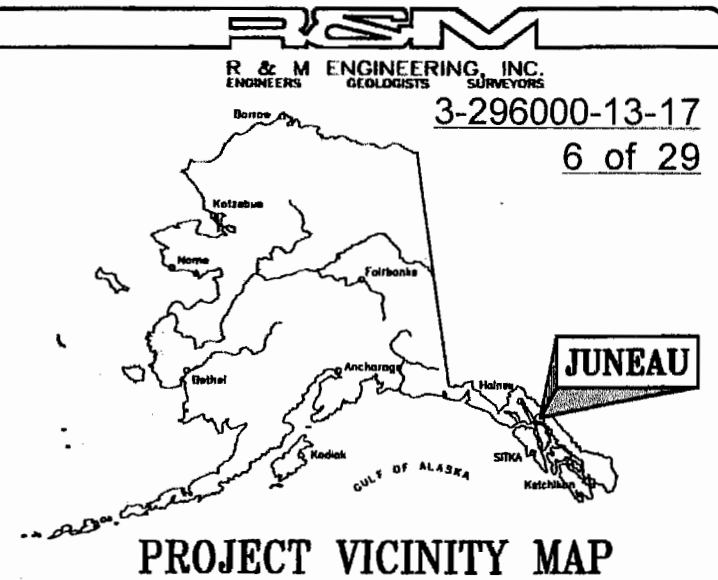
STRUCTURE DIMENSIONS: See Detail DrawingsOFFSET FROM CENTERLINE OF ROAD: MH 30' RT of CL, FP-1 40' LT of CL, AR-1 40' LT of CL, AR-2 42' LT of CL, FP-2 29' RT of CLTYPE AND CLASS OF PIPE OR CONDUIT: SEE ATTACHED DETAIL SHEETSVENT LOCATIONS: NORTH WEST CORNER OF AUKE LAKE WAY INTERSECTION, 30.1' LEFT OF HIGHWAY CENTERLINEHEIGHT ABOVE SURROUNDING GROUND: MH VENT IS 4.5'HEIGHT ABOVE ROAD SURFACE: NOT APPLICABLEDEPTH BELOW ROAD SURFACE: NOT APPLICABLEDEPTH BELOW EXISTING SURFACE: FP'S ARE 60" DOWN & AR'S ARE 66" DOWNCONSTRUCTION CODE(S) APPLICABLE: CBJ Standard Specifications, consisting of<http://www.juneau.lib.ak.us/engineering FTP/Engineering Specifications/Table of Contents.pdf>

ADDITIONAL INFORMATION: _____

SHEET INDEX

SHEET No.	DESCRIPTION
A1	COVER SHEET
A2	LEGEND, ABBREVIATIONS AND GENERAL NOTES
A3	SUMMARY TABLES
A4	TEST PIT SOIL LOGS
B1	TYPICAL SECTIONS: TYPICAL PIPE TRENCHING & BEDDING; TYPICAL PIPE TRENCHING & BEDDING IN ROADWAY; AND TYPICAL PAVEMENT JOINT
B2	CONSTRUCTION DETAILS: DRIVEWAY CUTS; PRESSURE SERVICE CONNECTIONS; AND FLUSH PORTS
B3	CONSTRUCTION DETAILS: MANHOLE RECONSTRUCTION
B4	CONSTRUCTION DETAILS: AIR RELEASE VALVE
C1	PLAN & PROFILE STA. 10+00 TO STA. 16+00
C2	PLAN & PROFILE STA. 16+00 TO STA. 22+00
C3	PLAN & PROFILE STA. 22+00 TO STA. 28+00
C4	PLAN & PROFILE STA. 28+00 TO EOP

**AUKE LAKE SEWER 2013
LID 96
WEST MENDENHALL VALLEY
SEWER EXPANSION
CBJ CONTRACT NO. E13-225
CITY & BOROUGH OF JUNEAU, ALASKA**



COVER SHEET



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**AUKE LAKE SEWER 2013
LID 96
WEST MENDENHALL VALLEY
SEWER EXPANSION
CBJ CONTRACT No. E13-225**

DATE: MARCH 11, 2013
R & M NO. 121333
A1
SHEET 1 of 13

LEGEND

DESCRIPTION	EXISTING	PROPOSED	DESCRIPTION	EXISTING
CABLE TV UNDERGROUND			MONUMENTS	
POWER UNDERGROUND			CONTROL POINT	
TELEPHONE UNDERGROUND			DOT/PP CENTERLINE MONUMENT	
OVER HEAD UTILITIES			MONUMENT IN CASE	
SANITARY SEWER			PRIMARY MONUMENT	
SEWER FORCE MAIN			SECONDARY MONUMENT	
WATERLINE			TEMPORARY BENCH MARK	
CHAINLINK FENCE				
WOOD FENCE				
CULVERT				
CONTOUR				
CONTOUR INDEX				
CURB & GUTTER				
EASEMENT				
EDGE OF PAVEMENT				
EDGE OF GRAVEL				
FILL LIMITS				
GUARDRAIL				
PROPERTY LINE				
RETAINING WALL				
TOE OF SLOPE				
TOP OF BANK				
ANCHOR				
GATE VALVE - WATER				
FIRE HYDRANT				
LIGHT POLE				
MAIL BOX				
POWER POLE				
ELECTRICAL PEDESTAL				
TELEPHONE PEDESTAL				
CABLE TV PEDESTAL				
CATCH BASIN				
SEWER MANHOLE				
STORM DRAIN MANHOLE				
SIGN				
TREE				
TEST PIT				
ASPHALT PAVEMENT				
ASPHALT PAVEMENT REMOVAL AND REPLACEMENT				
DRIVEWAY/HYDRANT PAD PAVEMENT REMOVAL AND REPLACEMENT				
BUILDING				
WETLAND				

SOIL SYMBOLS

	ORGANIC MATERIAL		GRAVEL
	CLAY		COBBLES & BOULDERS
	SILT		BEDROCK
	SAND		TILL
	SHALE		

ABBREVIATIONS

AD	AK DEPARTMENT OF CONSERVATION
AC	ASPHALT CONCRETE
ATB	ASPHALT TREATED BASE
AP	ANGLE POINT
B	BASELINE
BC	BEGIN CURVE
BOP	BEGINNING OF PROJECT
BV	BALL OR BUTTERFLY VALVE
(C)	COMPUTED
CBJ	CITY AND BOROUGH OF JUNEAU
CL OR C	CENTERLINE
CMP	CORRUGATED METAL PIPE
CPP	CORRUGATED POLYETHYLENE PIPE
CONC	CONCRETE
CTE	CONNECT TO EXISTING
CTRL	CONTROL
CU	COPPER
DI	DUCTILE IRON
DIA OR Ø	DIAMETER
DOT/PP	DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
E	EASTING
EF	EACH FACE
EL or ELEV.	ELEVATION
EOP	END OF PROJECT
EX or EXIST.	EXISTING
FH	FIRE HYDRANT
FG	FINISH GRADE
FND	FOUND
FT	FEET
FTP	FEMALE PIPE THREAD
GLO	GENERAL LAND OFFICE
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
HP	HIGH PRESSURE
HW	HIGH WATER
ID	INSIDE DIAMETER
IE	INVERT ELEVATION

ABBREVIATIONS

IE	INVERT ELEVATION
INV	INVERT
L	LENGTH
LID	LOCAL IMPROVEMENT DISTRICT
LT	LEFT
MAG	MAGNETIC NAIL
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MLLW	MEAN LOW LOW WATER
MON	MONUMENT
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
N	NORTHING
NIC	NOT IN CONTRACT
NO	NUMBER
NOAA	NATIONAL OCEANOGRAPHIC & ATMOSPHERIC ASSOCIATION
NOS	NATIONAL OCEANOGRAPHIC SURVEY
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCS	POINT OF CURVATURE SPIRAL
PERF.	PERFORATED
PL	PROPERTY LINE
POA	?????
PRC	POINT OF REVERSE CURVATURE
PST	POINT OF SPIRAL TANGENCY
PT	POINT OF TANGENCY
PTS	POINT OF TANGENT SPIRAL
PST	POINT OF SPIRAL TANGENCY
PTS	POINT OF SPIRAL CURVATURE
PVS	POINT OF TANGENT SPIRAL
PVC	POLYVINYL CHLORIDE PIPE
R	RADIUS
RBR	REBAR
REQ'D	REQUIRED
ROW	RIGHT-OF-WAY
RT	RIGHT
S	SLOPE
SDR	STANDARD DIMENSION RATIO
SEC	SECONDARY
SS-##	SANITARY SEWER SERVICE NUMBER
STA	STATION
STD	STANDARD
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
UG	UNDER GROUND
USDOC	US DEPARTMENT OF COMMERCE
W	WITH
WS-##	WATER SERVICE NUMBER

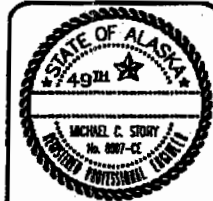
GENERAL NOTES

1. LARGE BOULDERS, BEDROCK, HARDPAN, STUMPS, LOGS, ORGANICS AND GROUND WATER MAY BE ENCOUNTERED AT VARIOUS DEPTHS DURING TRENCHING AND DITCHING.
2. CONTRACTOR SHALL ASSURE GARBAGE PICKUP AND DAILY MAIL SERVICE WILL BE UNINTERRUPTED TO ALL RESIDENCES AFFECTED BY THIS PROJECT.
3. CBJ ENGINEERING STANDARD DETAILS BOOK DATED AUGUST 4, 2011 IS MADE PART OF THIS CONTRACT, WITH CURRENT REVISIONS AS APPLICABLE.
4. EXISTING PIPE LOCATIONS ARE DERIVED FROM CBJ AS-BUILTS OR FIELD LOCATED. ACTUAL LOCATIONS MAY VARY FROM THOSE SHOWN. DEPTH OF THE EXISTING PIPES SHOWN ON THE PLANS ARE ASSUMED. CONTRACTOR SHALL FIELD VERIFY THE DEPTH OF EACH EXISTING SERVICE PRIOR TO INSTALLING THE RESPECTIVE SEWER OR STORM DRAIN PIPE.
5. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF EXISTING WATER PIPES, INCLUDING ALL SERVICES ALONG THE SANITARY SEWER FORCE MAIN AND SANITARY SEWER SERVICE ALIGNMENT TO DETERMINE PIPE INSULATION LOCATIONS AND TO ENSURE DAMAGE DOES NOT OCCUR TO THE SERVICE PIPES.
6. GRADING, ALIGNMENT AND PIPE LENGTHS ARE SUBJECT TO MINOR REVISIONS BY THE ENGINEER.
7. LOCATION OF AIR RELEASE VALVES AND SERVICES ARE SUBJECT TO MINOR REVISIONS BY THE ENGINEER.
8. THE CONTRACTOR SHALL NOTIFY CBJ WATER UTILITIES AT 688-1333 OF PROPOSED WATER SERVICE INTERRUPTION AND SUBMIT A "WATER SYSTEM SPECIAL USE PERMIT" (COSIGNED BY THE ENGINEER) AT LEAST 48 HOURS PRIOR TO SHUTDOWN OR FLUSHING OF MAINLINE WATER PIPE. NO WATER SERVICE INTERRUPTION MAY PROCEED UNTIL THIS APPROVAL IS OBTAINED.
9. PROPERTY LINE LOCATIONS USED IN THESE PLANS ARE DERIVED FROM RECORD PLATS AND DO NOT REPRESENT A BOUNDARY SURVEY. EXISTING RECORD PLATS DO NOT CLOSE WITH EACH OTHER IN SOME CASES. THE PROPERTY LINES SHOWN ON THESE PLANS ARE A BEST GUESS APPROXIMATION OF POSITION.
10. WHERE SURVEY MONUMENTS ARE TO BE DISTURBED, CONTRACTOR SHALL REFERENCE ALL EXISTING PROPERTY CORNER MONUMENTS (I.E. REBARS, CONCRETE NAILS, CHISELED X'S) PRIOR TO CONSTRUCTION AND REMONUMENT AFTER COMPLETION OF WORK IN THAT AREA. ALL WORK SHALL BE DONE BY, OR UNDER THE DIRECTION OF, AN ALASKA REGISTERED LAND SURVEYOR.
11. ALL ITEMS DESIGNATED TO BE REMOVED SHALL BE DISPOSED OF AT AN APPROVED DISPOSAL SITE, EXCEPT AS NOTED IN THE CONTRACT DOCUMENTS.
12. THE CONTRACTOR SHALL RESTRICT HIS COMPACTION AND OTHER VIBRATION INDUCING OPERATIONS AS NECESSARY TO ASSURE NO DAMAGE OCCURS TO ADJACENT BUILDINGS OR STRUCTURES.
13. THE PLAN SHEETS DO NOT SHOW ALL TREES AND BRUSH THAT WILL BE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES. ALL TREES AND BRUSH DAMAGED DURING CONSTRUCTION SHALL BE EITHER REMOVED AND DISPOSED OF OR TRIMMED TO A NEAT APPEARANCE.
14. DURING THE CONSTRUCTION PHASE, SPILL RESPONSE EQUIPMENT AND SUPPLIES SHALL BE AVAILABLE ON SITE FOR THE CLEANUP AND CONTAINMENT OF PETROLEUM PRODUCTS LEAKS OR SPILLS. FOR ANY SPILL AMOUNT, THERE ARE DISCHARGE NOTIFICATION AND REPORTING REQUIREMENTS (AS 48.03.755 AND 18 ACC 75 ARTICLE 3). MOST IMPORTANTLY, CONTACT BY PHONE, THE ADEC AREA RESPONSE TEAM FOR SOUTHEAST ALASKA, (907) 485- 5340 DURING WORK HOURS OR 1-800-478-8300 AFTER HOURS. ALSO CONTACT, BY PHONE, THE NATIONAL RESPONSE CENTER AT 1-800-424-8802. REPORT ALL SPILLS.
15. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ENGINEER APPROVED EROSION CONTROL DEVICES DURING CONSTRUCTION AS STATED IN THE APPROVED SWPPP.
16. THE CONTRACTOR SHALL NOT WALK TRACKED EQUIPMENT ON THE PAVED SURFACE OF GLACIER HIGHWAY WITHOUT TAKING NECESSARY PRECAUTIONS TO PROTECT PAVEMENT.
17. FOR IN-STREAM WORK, THE CONSTRUCTION AREA SHALL BE ISOLATED FROM THE FLOWING WATERS. IF STREAMS ARE SEASONAL, THEN A REASONABLE ATTEMPT SHOULD BE MADE TO PROCEED WITH IN-STREAM WORK WHEN STREAM IS NATURALLY DRY OR DEWATERED. IF THIS IS NOT POSSIBLE, THEN TECHNIQUES SUCH AS STREAM DIVERSION, DAM AND PUMP, OR STREAM FLUMING SHALL BE INCORPORATED INTO THE CONSTRUCTION ACTIVITY TO INSURE THAT SILT-LADEN WATER RESULTING FROM CONSTRUCTION ACTIVITIES IS NOT CARRIED DOWNSTREAM OR TO MARINE WATERS.
18. ALL SIGN INSTALLATIONS OR RELOCATIONS SHALL BE PERFORMED ACCORDING TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (M.U.T.C.D.) WITH THE ALASKA SUPPLEMENT.
19. THE CONTRACTOR SHALL DELIVER ALL ASPHALT PAVEMENT REMOVED FROM THIS PROJECT TO STOCKPILE AREA IN THE CBJ LEMON CREEK PIT TO BE DESIGNATED BY THE ENGINEER. CONTACT THE ENGINEER FOR THE EXACT LOCATION OF THE STOCKPILE AREA.
20. THE CONTRACTOR SHALL NOT STORE MATERIALS OR EQUIPMENT OR OPERATE EQUIPMENT WITH ITS TRACKS OR WHEELS PLACED ON PRIVATE PROPERTY WITHOUT THE WRITTEN APPROVAL OF THE PROPERTY OWNER.
21. "JUMPING JACK", OR SIMILAR TYPE COMPACTORS SHALL BE USED FOR COMPACTION WITHIN 18 INCHES OF THE OUTSIDE SURFACE OF ALL WATER VALVE BOXES AND MANHOLES WITHIN THE PROJECT LIMITS.
22. TEMPORARY RAMPS SHALL BE PROVIDED AS REQUIRED FOR RESIDENTS ACCESS TO THEIR DRIVEWAYS DURING THE CONSTRUCTION PERIOD.
23. THE CONTRACTOR SHALL PROVIDE TOP OF FORCEMAIN PIPE ELEVATIONS TO THE ENGINEER AT A MAXIMUM SPACING OF 50- FEET AND AT ALL GRADE BREAKS PRIOR TO BACKFILLING OVER THE PIPE. ALSO TOP OF WATER PIPE ELEVATIONS IF EXPOSED DURING CONSTRUCTION. IF THE PIPE IS BACKFILLED PRIOR TO PROVIDING THESE TOP OF PIPE ELEVATIONS THE PIPE SHALL BE EXPOSED AND THE TOP OF PIPE SURVEYED BY THE CONTRACTOR.
24. THE CONTRACTOR SHALL NOTIFY EACH RESIDENT OF EACH DRIVEWAY CLOSURE THE DAY PRECEDING THE CLOSURE. THE RESIDENT SHALL BE INFORMED OF THE PERIOD OF THE TIME THE CLOSURE WILL BE IN EFFECT. NO DRIVEWAY CLOSURES WILL BE PERMITTED UNTIL THIS REQUIREMENT HAS BEEN MET TO THE SATISFACTION OF THE ENGINEER.

1012X 121333X R&M 081705W.RWG
PLOT: April 01, 2013 at 9:25am

DESIGN	N.A.P.
DRAWN	N.A.P.
CHECK	M.A.J.
APPROVED	M.C.S.

LEGEND, ABBREVIATIONS AND GENERAL NOTES



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AUKE LAKE SEWER 2013
LID 96
WEST MENDENHALL VALLEY
SEWER EXPANSION
CBJ CONTRACT No. E13-225
CITY & BOROUGH OF JUNEAU, ALASKA

DATE: MARCH 11, 2013
R & M NO. 121333
A2
SHEET
7 of 12

TABLE 1
WATER MAIN CROSSINGS SUMMARY TABLE

EXISTING LOCATION (SEE NOTE 1 & 2)	SIZE	DESCRIPTION	CROSSING PROVISIONS
25+36.75 19.3' LT	16"	WATER MAIN (SEE NOTE 3)	SANITARY SEWER FORCE MAIN HDPE, NO JOINTS AT CROSSING OR WITHIN 10'.
32+77.09 25.3' LT	16"	WATER MAIN (SEE NOTE 3)	SANITARY SEWER FORCE MAIN HDPE, NO JOINTS AT CROSSING OR WITHIN 10'.

NOTES:

- STATIONS AND OFFSETS ARE GIVEN TO INTERSECTION WITH NEW SEWER FORCE MAIN. THE WATER MAIN LOCATION IS DERIVED FROM A COMBINATION OF FIELD UTILITY LOCATES AND AS-BUILT DRAWINGS. ACTUAL LOCATIONS MAY VARY.
- ELEVATIONS OF WATER MAINS SHOWN IN PROFILE VIEWS ARE NOT AS-BUILT AND MAY VARY.
- AT LOCATIONS WHERE WATER AND SEWER MAINS CROSS, SEWER SHALL CROSS A MINIMUM OF 18" BELOW WATER MAIN OR A MINIMUM OF 24" ABOVE THE WATER MAIN. IF CROSSING ABOVE THE WATER MAIN, CONTRACTOR SHALL EXPOSE WATER MAIN FOR THE ENGINEER TO VERIFY A MINIMUM OF 24" IS OBTAINED."

TABLE 2
WATER SERVICE CROSSINGS SUMMARY TABLE

EXISTING LOCATION (SEE NOTE 1 & 2)	DESCRIPTION	COMMENTS
11+80.70 40.0' LT	WATER SERVICE	TO RESIDENCE AT 10783
14+23.18 40.0' LT	WATER SERVICE	TO RESIDENCE AT 10785
15+52.29 40.0' LT	WATER SERVICE	TO RESIDENCE AT 10825
17+06.02 40.0' LT	WATER SERVICE	TO RESIDENCE AT 10827 & 10829
19+28.04 40.0' LT	WATER SERVICE	TO RESIDENCE AT 10835
19+52.24 40.0' LT	WATER SERVICE	TO RESIDENCE AT 10845
20+40.93 42.5' LT	WATER SERVICE	TO RESIDENCE AT 10855
22+44.85 33.0' LT	WATER SERVICE	TO RESIDENCE AT 10903
22+48.23 33.0' LT	WATER SERVICE	TO RESIDENCE AT 10909
22+49.08 33.0' LT	WATER SERVICE	TO RESIDENCE AT 10915
23+49.24 33.0' LT	WATER SERVICE	TO RESIDENCE AT 10925
24+49.08 33.0' LT	WATER SERVICE	TO RESIDENCE AT 10945
25+31.95 40.0' LT	WATER SERVICE	TO RESIDENCE AT 10965

NOTES:

- STATIONS AND OFFSETS ARE GIVEN TO INTERSECTION WITH NEW SEWER FORCE MAIN. THE WATER SERVICE LOCATIONS ARE DERIVED FROM A COMBINATION OF FIELD UTILITY LOCATES AND AS-BUILT DRAWINGS. ACTUAL LOCATIONS MAY VARY, CONTRACTOR TO VERIFY PRIOR TO EXCAVATION.
- ELEVATIONS OF WATER SERVICES SHOWN IN PROFILE VIEWS ARE NOT AS-BUILT AND MAY VARY.

TABLE 3
CULVERT CROSSINGS SUMMARY TABLE

EXISTING LOCATION (SEE NOTE)	SIZE	DESCRIPTION	DIFFERENCE OF ELEVATION
14+27.12 40.0' LT	4"	4" PVC	FORCE MAIN IS 5.42' BELOW PVC
18+23.92 40.0' LT	24"	24" CMP	FORCE MAIN IS 3.35' BELOW CMP
22+44.24 33.8' LT TO 22+44.24 35.9' LT	18"	18" CMP	FORCE MAIN DOES NOT CROSS, BUT IS ADJACENT TO CMP.
25+69.59 13.6' RT	24"	24" CMP	FORCE MAIN IS 0.75' BELOW CMP
29+00.73 16.5' RT	24"	24" CMP	FORCE MAIN IS 0.45' ABOVE CMP

NOTE: STATIONS AND OFFSETS ARE GIVEN TO INTERSECTION WITH NEW FORCE MAIN.

TABLE 4
SEWER SERVICE OWNER AND COMMENTS

SERVICE (SEE NOTE)	OWNER	COMMENTS
SS-1	FRANCO/CHENEY	SERVICE DESIRED 45' FROM WATER ACCESS ROAD.
SS-2	KUNAT	SERVICE DESIRED JUST OFF THE RIGHT SIDE OF THE DRIVEWAY.
SS-3	CRAIG	SERVICE DESIRED ON THE LEFT SIDE OF THE DRIVEWAY.
SS-4	THORSTEINSON	SERVICE DESIRED ON THE RIGHT SIDE OF THE DRIVEWAY.
SS-5	CALLOWAY	SERVICE DESIRED IN THE DRIVEWAY LEFT OF CENTER.
SS-6	HANSELMAN/SHOTWELL	SERVICE DESIRED ON THE LEFT SIDE OF THE DRIVEWAY.
SS-7	HANSELMAN/SHOTWELL	SERVICE DESIRED TO GO TO EXISTING SYSTEM, WHICH IS ABOUT 13' RIGHT OF DRIVEWAY.
SS-8	CBJ	CBJ VACANT LOT FOR WETLAND CONSERVATION
SS-9	AVENSON	SERVICE DESIRED WHERE SHOWN
SS-10	KIM	SERVICE DESIRED WHERE SHOWN
SS-11	BOTTORF	SERVICE DESIRED WHERE SHOWN
SS-12	JAG RENAL (GABOR)	SERVICE DESIRED ON THE FAR LEFT HAND EDGE OF THE DRIVEWAY.
SS-13	DAVIS	SERVICE DESIRED TOWARD CENTER OF EXISTING STAIRCASE.
SS-14	SANDBERG/DAVIS	SERVICE DESIRED JUST LEFT OF STAIRWELL.
SS-15	CBJ	SERVICE DESIRED IN CASE OF FUTURE DEVELOPMENT.

NOTE: MINIMUM COVER FOR SERVICES IS 5 FEET UNLESS NOTED OTHERWISE AND/OR APPROVED BY THE ENGINEER.

TABLE 5
REMOVE/RESET EXISTING MAILBOX SUMMARY TABLE

MAILBOX NUMBER (SEE NOTE 1 & 2)	EXISTING LOCATION	NEW LOCATION
10903 OLD GLACIER HIGHWAY	STA. 22+83.9, 37.2' LT	STA. 22+83.9, 37.2' LT
10909 OLD GLACIER HIGHWAY		
10915 OLD GLACIER HIGHWAY		

NOTES:

- REMOVE AND RESET EXISTING MAILBOX TO STATION AND OFFSET NOTED.
- CONTRACTOR TO ENSURE DAILY MAIL SERVICE DURING CONSTRUCTION.

TABLE 6
REMOVE/RESET EXISTING METAL GUARDRAIL SUMMARY TABLE

BEGIN REMOVAL LOCATION	END REMOVAL LOCATION	LENGTH
STA. 25+70.1, 20.8' RT.	STA. 25+83.6, 20.9' RT.	13.5 FT.
STA. 26+02.7, 26.0' RT.	STA. 26+10.1, 36.9' RT.	13.5 FT.

TABLE 7
REMOVE/RESET EXISTING SURVEY MONUMENTS SUMMARY TABLE

NAME	LOCATION	DESCRIPTION
CP 121	27+73.21, 19.11' RT	2" AL. MONUMENT

SUMMARY TABLES

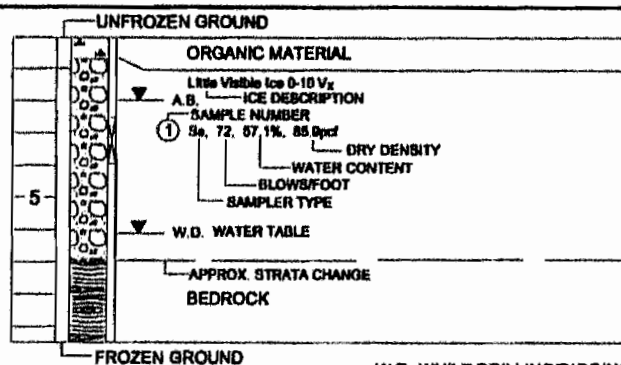


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DATE: MARCH 11, 2013
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EXPLANATION

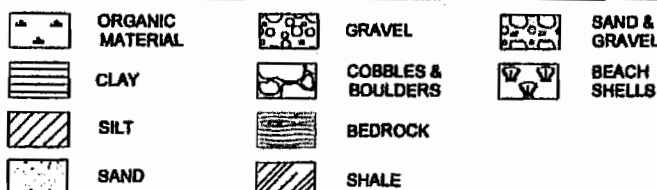


TYPICAL SOILS LOG

W.D.-WHILE DRILLING/DIGGING
A.B.-AFTER BORING

S_h 1.4" SPLIT SPOON WITH 140 LB. HAMMER
 S_z 1.4" SPLIT SPOON WITH 340 LB. HAMMER
 S_h 2.5" SPLIT SPOON WITH 340 LB. HAMMER
 S_p 2.5" SPLIT SPOON, PUSHED
 A AUGER SAMPLE
 T_s SHELBY TUBE
 T_m MODIFIED SHELBY TUBE
 B_s BULK SAMPLE

SAMPLER TYPE SYMBOLS



SOIL SYMBOLS

DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-1	
				HITACHI 2 AXIS 50U EXCAVATOR	9-24-12
				0'-2' Gray Silty Sand w/ Gravel.	
				2'-5' Yellowish Gray Silt, soft and wet.	
5				⑦ B _s	
				5'-7' Gray Glacial Till, soft to medium stiff, w/ Shells, moist to wet, few fine gravel.	
				⑧ B _s	
				- End of Test Pit at 7.0 feet	
10					

DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-2	
				HITACHI 2 AXIS 50U EXCAVATOR	9-25-12
				0'-0.5' Gray Sand/Gravel (Surface Course).	
				0.5'-7' Gray Glacial Till, very dense with embedded Cobbles. Till consists of silt with Gravels (gravelly).	
5				▼ H ₂ O seeps @ 5.0'	
				- End of Test Pit at 7.0 feet	
10					

DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-3	
				HITACHI 2 AXIS 50U EXCAVATOR	9-25-12
				0'-3' Light Gray Gravelly Sand.	
5				3'-7' Dark Rusty Brown highly weathered Rock, fractured Boulders, residual soil infill.	
				- End of Test Pit at 7.0 feet	
10					

DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-4	
				HITACHI 2 AXIS 50U EXCAVATOR	9-25-12
				0'-4' Light Gray Sandy Gravel (pit run) with 1 foot thick of gray dense/hard Clayey Gravel.	
5				4'-7' Rusty Brown highly weathered, fractured bedrock Boulders	
				- End of Test Pit at 7.0 feet	
10					

DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-5	
				HITACHI 2 AXIS 50U EXCAVATOR	9-24-12
				0'-0.5' Organic/Plant Soil	
				0.5'-1.5' Gray Gravelly Sand	
				1.5'-3' Rusty Brown residual soil, highly weathered Rock, ⑥ B _s with roots	
				3'-5' Rusty Brown weathered rock, Fractured boulders	
				- End of Test Pit at 5.0 feet	
5					

DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-6	
				HITACHI 2 AXIS 50U EXCAVATOR	9-24-12
				0'-3' Brownish Sand with Gravel, Gray Pit run 1-1.5" max size, sub-rounded, loose, moist to wet.	
				3'-3.5' Gray Gravel up to 3" size sub-rounded pit run.	
				3.5'-4' Fractured Rock/Boulders	
				- End of Test Pit at 4.0 feet	
5					

DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-7	
				HITACHI 2 AXIS 50U EXCAVATOR	9-24-12
				0'-2.5' Brownish Gray Gravelly sand, pit run to Sandy Gravel.	
				2.5'-3' Fractured Rock/Boulders	
				④ B _s	
				- End of Test Pit at 3.0 feet	
5					

DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-8	
				HITACHI 2 AXIS 50U EXCAVATOR	9-24-12
				0'-2.5' Grayish Brown Gravelly Sand.	
				2.5'-7' Gray Glacial Till, hard/dense with boulders and cobbles, Gravelly Silt.	
5				- End of Test Pit at 7.0 feet	
10					

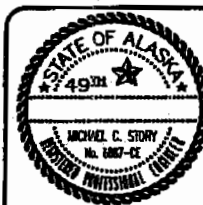
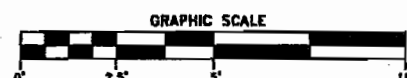
DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-9	
				HITACHI 2 AXIS 50U EXCAVATOR	9-24-12
				0'-3' Grayish Brown Gravelly Sand.	
				3'-7' Gray Glacial Till, hard/dense, Gravelly Silt w/ Cobbles/Boulders embedded.	
				⑤ B _s	
				- End of Test Pit at 7.0 feet	
5					
10					

DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-10	
				HITACHI 2 AXIS 50U EXCAVATOR	9-24-12
				0'-2' Grayish Brown Sand with Gravel.	
				2'-4' Gray Gravel with Sand	
				▼ H ₂ O seeps @ 4'-4.5'	
				4'-7' Gray Glacial Till, moist, with embedded boulders and cobbles.	
				- End of Test Pit at 7.0 feet	
5					
10					

DEPTH (FT.)	FROZEN	SOIL GRAPH	LOCATION SAMPLED	SOIL DESCRIPTION	
				TP-11	
				HITACHI 2 AXIS 50U EXCAVATOR	9-24-12
				0'-2.0' Brownish Sand with Gravel, Gray Pit run 1-1.5" max size, sub-rounded, loose, moist to wet.	
				① B _s	
				2.0'-4.0' Gray Gravel with Sand, Pit run sub-rounded, ② B _s 2.5-2.0" max size, medium dense.	
				▼ H ₂ O seeps @ 4.0'	
				4.0'-8.0' Gray Glacial Till, dry to moist, Few boulders embedded in the layers Gravelly, dense/hard, (diggable)	
				③ B _s	
				- End of Test Pit at 8.0'	
5					
10					

DESIGN N.A.P.
 DRAWN N.A.P.
 CHECK M.A.J.
 APPROVED M.C.S.

TEST PIT SOIL LOGS



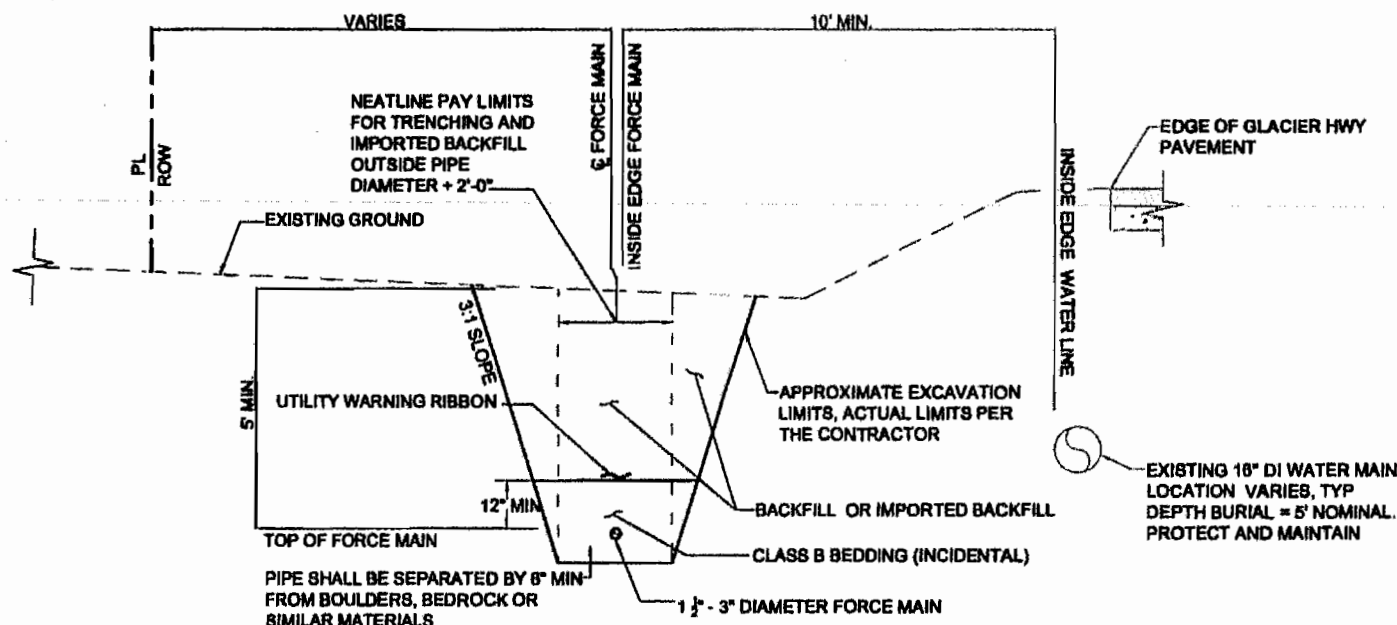
R & M ENGINEERING, INC.
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 Phone 907-780-6060
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 rmengineering@rmjuneau.com

AUKE LAKE SEWER 2013
 LID 96
 WEST MENDENHALL VALLEY
 SEWER EXPANSION
 CBJ CONTRACT No. E13-225
 CITY & BOROUGH OF JUNEAU, ALASKA

DATE: MARCH 11, 2013
 R & M NO. 121333

A4

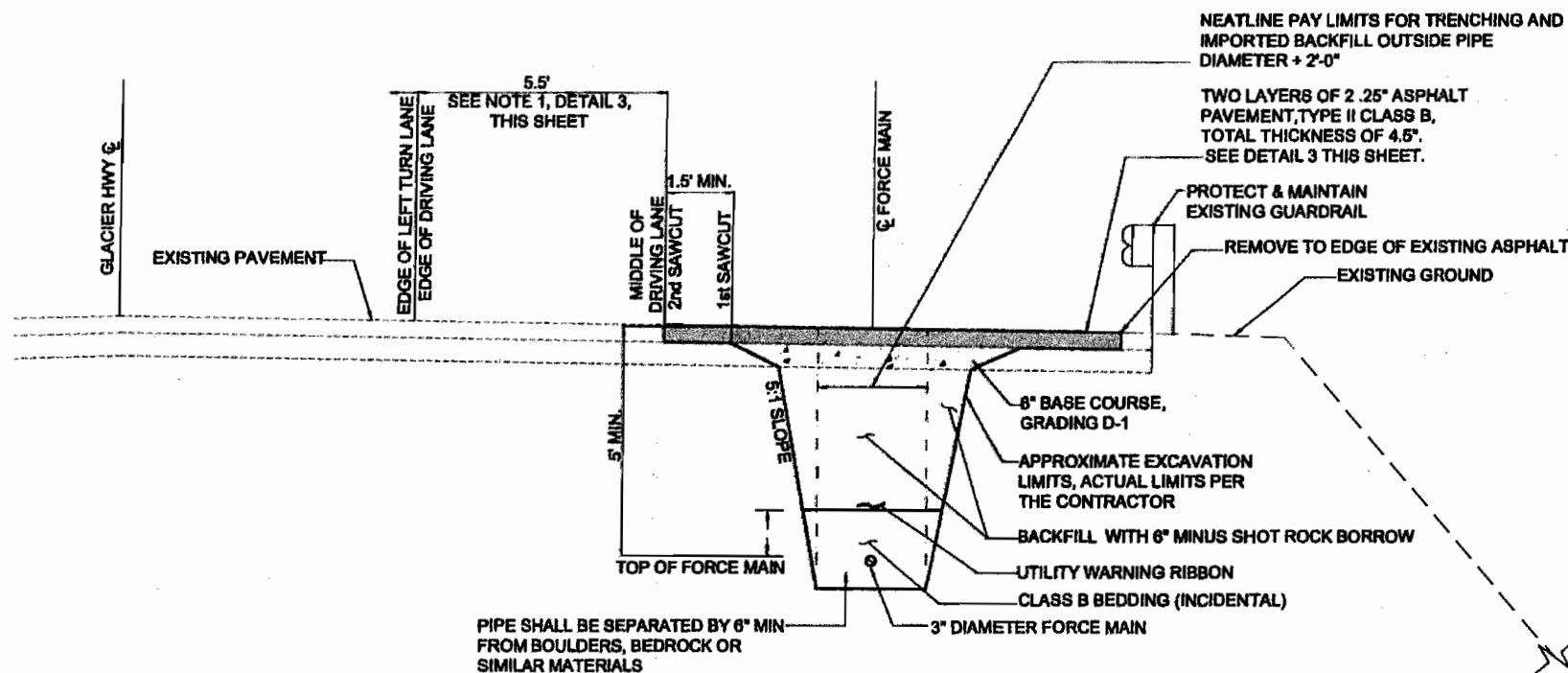
4 of 12



NOTE:
IN WETLANDS COMPLY WITH POA - 2013-18 USACOE NATIONWIDE PERMIT. PAY PARTICULAR ATTENTION TO REGIONAL CONDITIONS D, E & H. ALSO, THE TOP 12" OF THE TRENCH SHALL BE BACKFILLED WITH ORGANIC MATERIAL EXCAVATED FROM THE TRENCH.

1 TYPICAL PIPE TRENCHING & BEDDING

NTS

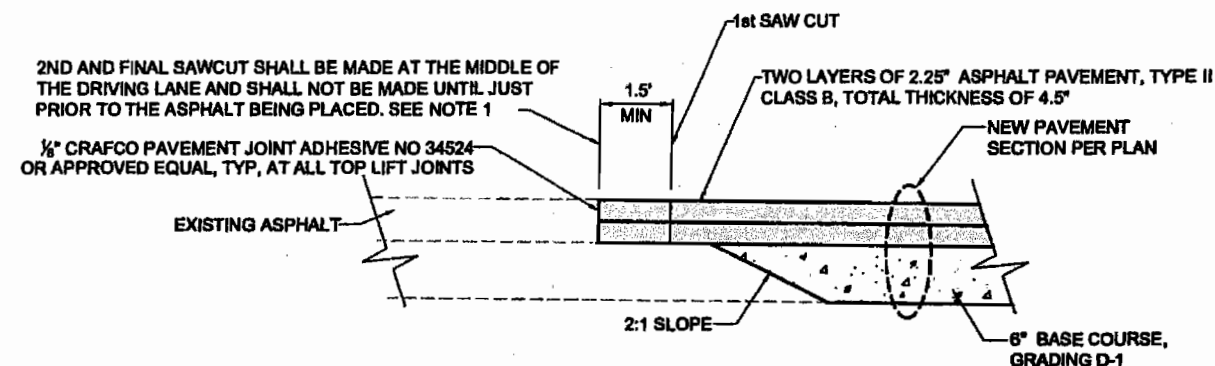


2 TYPICAL PIPE TRENCHING & BEDDING IN ROADWAY

STA. 25+33.79 TO STA. 25+81.08
ROAD CROSSING

STA. 28+47.01 TO STA. 32+09.83
ALONG GUARDRAIL

NTS



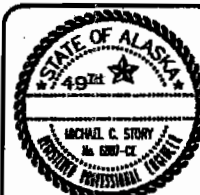
NOTE:
1. PAVEMENT SHOULDER CUTS SHALL BE PERFORMED AS FOLLOWS:
A. CONTRACTOR SHALL MAKE THEIR FIRST SAW CUT A MINIMUM DISTANCE OF 1.5 FEET FROM THE LOCATION OF THE FINAL SAW CUT. ONCE SEWER PIPE HAS BEEN PROPERLY PLACED AND THE D-1 PLACED AND COMPACTED THE FINAL SAW CUT SHALL BE MADE AT THE MIDDLE OF THE DRIVING LANE, UNLESS OTHERWISE DIRECTED BY THESE PLANS AND/OR THE ENGINEER.
B. ENGINEER TO VERIFY LOCATION OF FINAL SAW CUT PRIOR TO CUTTING.
C. IF THE EDGE OF PAVEMENT IS DAMAGED DURING THIS CONSTRUCTION THE CONTRACTOR SHALL REPLACE THE PAVEMENT OF THE ENTIRE DRIVING LANE FOR AT LEAST 10 FEET EACH SIDE OF THE DAMAGED AREA. IF THE DAMAGE IS INTERMITTENT AND THE DISTANCE IS LESS THAN 50 FEET BETWEEN THE PATCHES THE REPAIR WILL BE CONTINUOUS BETWEEN THE DAMAGED AREAS
2. SAWCUTS SHALL BE INCIDENTAL TO OTHER ITEMS AND NO SEPARATE PAYMENT SHALL BE MADE

3 TYPICAL PAVEMENT JOINT

NTS

TYPICAL SECTIONS

TYPICAL PIPE TRENCHING & BEDDING;
TYPICAL PIPE TRENCHING & BEDDING IN ROADWAY;
AND TYPICAL PAVEMENT JOINT



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AUKE LAKE SEWER 2013

LID 96

WEST MENDENHALL VALLEY

SEWER EXPANSION

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B1

SHEET 5 of 12

MATCH EXISTING DRIVEWAY PAVEMENT. LIMIT SHALL BE DETERMINED BY EXTENT OF TRENCH WIDTH (SEE NOTE BELOW)

EXISTING PAVED DRIVEWAY

SAW CUT LIMITS PER PLAN

REPLACE EXISTING DRIVEWAY PAVEMENT WITH 2" ASPHALT PAVEMENT OVER 4" BASE COURSE, GRADING D-1.

SAW CUT PAVEMENT BACK 6" FROM TOP OF TRENCH, TYP.

EDGE OF GLACIER HWY PAVEMENT

EXISTING GROUND

NEATLINE PAY LIMITS FOR TRENCHING AND IMPORTED BACKFILL OUTSIDE PIPE DIAMETER + 2'-0"

UTILITY WARNING RIBBON

TOP OF FORCE MAIN

12' MIN

5' MIN

3:1 SLOPE

10' MIN

1 1/2" - 3" DIAMETER FORCE MAIN

PIPE SHALL BE SEPARATED BY 6" MIN FROM BOULDERS, BEDROCK OR SIMILAR MATERIALS

APPROXIMATE EXCAVATION LIMITS, ACTUAL LIMITS PER THE CONTRACTOR

BACKFILL OR IMPORTED BACKFILL

CLASS B BEDDING (INCIDENTAL)

10' MIN

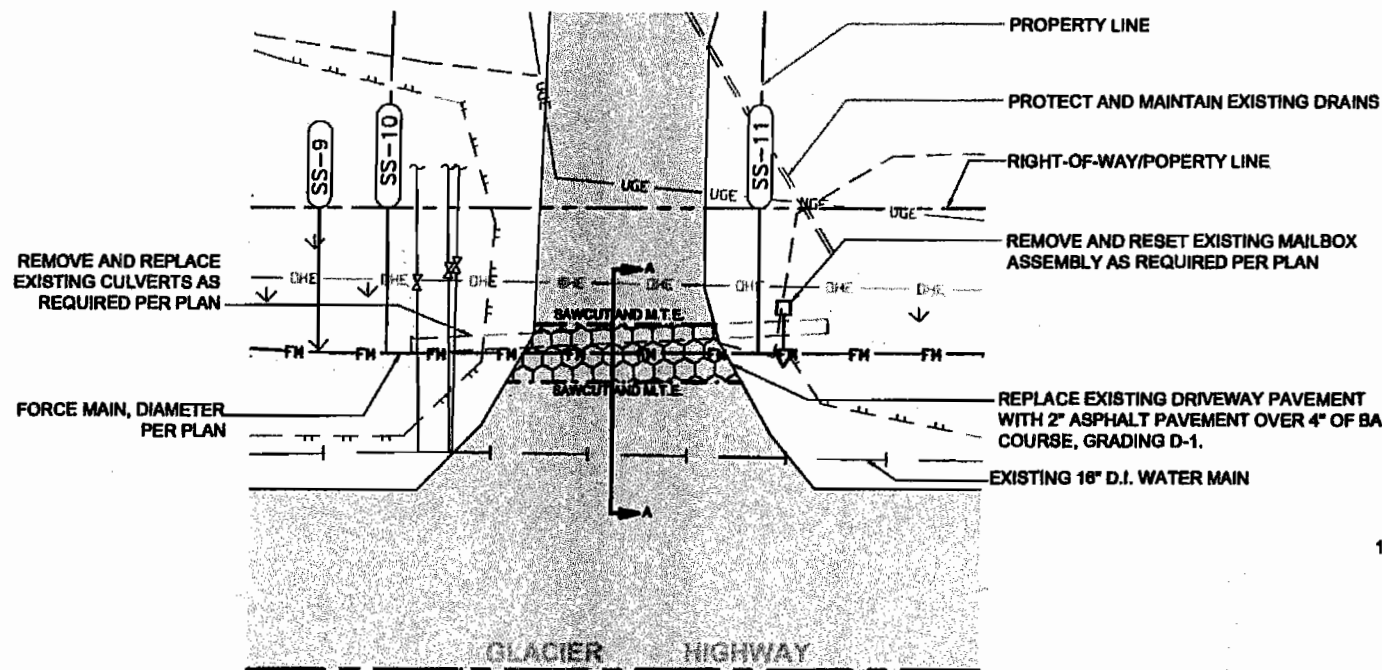
1 1/2" - 3" DIAMETER FORCE MAIN

EXISTING 18" DI WATER MAIN LOCATION VARIES, TYP DEPTH BURIAL = 5' NOMINAL. PROTECT AND MAINTAIN

TYPICAL SECTION A-A

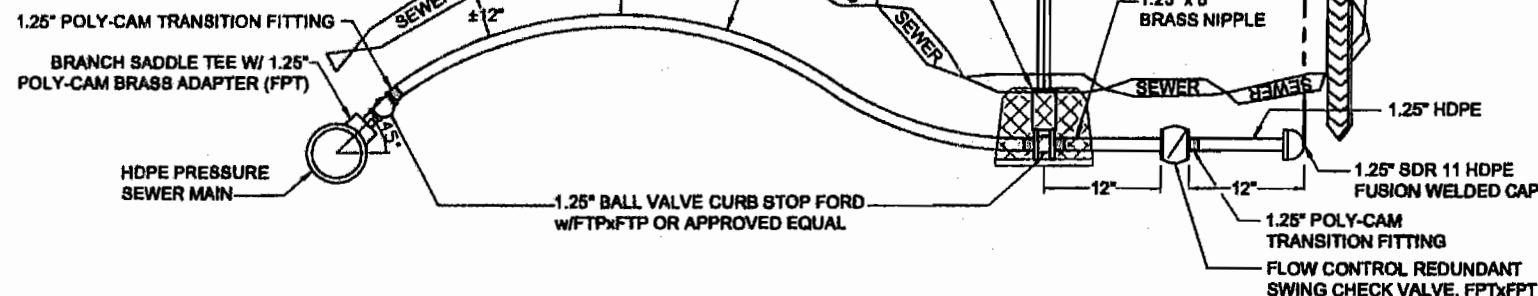
NOTES:

1. IN SOME CASES, PAVEMENT EXTENDS BEYOND THE AREA NECESSARY TO INSTALL THE MAINLINE AND SERVICE. IN THESE CASES, THE PAVING LIMIT FURTHEST FROM THE CENTERLINE SHALL BE DETERMINED BY THE ENGINEER.
2. REPLACE AND GRADE BASE COURSE BEYOND TRENCH AS NECESSARY TO RETURN DRIVEWAY TO UNIFORM GRADE AND APPEARANCE.
3. IN ORDER TO MAINTAIN STEEP CUT SLOPES AND AVOID CUTTING INTO THE GLACIER HIGHWAY THE CONTRACTOR SHALL USE TRENCH BOXES FOR THE EXCAVATION OF THE SEWER TRENCH WHERE NECESSARY.
4. CONTRACTOR TO REPAVE DRIVEWAYS TO MATCH EXISTING PAVEMENT LIMITS.
5. GRAVEL DRIVEWAYS SHALL BE REPLACED WITH 6" OF BASE COURSE, GRADING D-1.



① DRIVEWAY CUTS

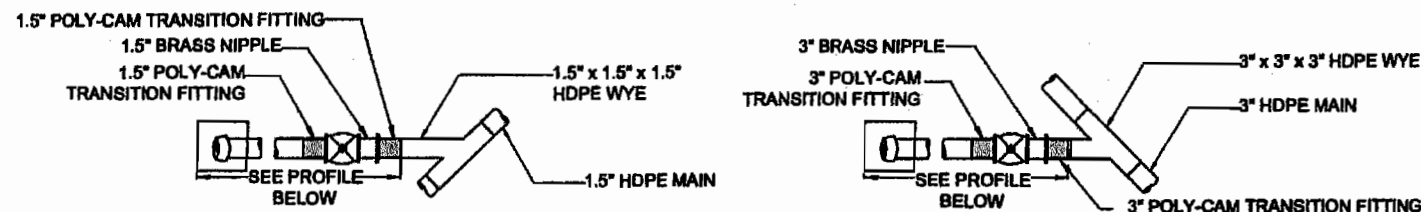
NTS



NOTES:

1. BURY VALVE 3/8" TO 5/8" BELOW FINISH GRADE IF IN PAVEMENT; 6" - 8" BELOW FINISH GRADE IF IN GRAVEL DRIVEWAY OR AT FINISH GRADE IF NOT IN A DRIVEN AREA.
2. MAINTAIN 60" OF COVER OR INSULATE FOR LOSS OF COVER DIMENSION.
3. INSTALL REBAR WITH GREEN CAP, 2" X 4" WOOD POST FROM INVERT TO 4" ABOVE GROUND, PAINTED GREEN, EXTEND WARNING RIBBON TO TOP OF POST AND STAPLE TO TOP OF POST.
4. CURB BOX SHALL BE KEJRIWAL PACIFIC 145R 48" X 62" LID, TOP, MIDDLE AND BOTTOM OR APPROVED EQUAL.
5. WRAP BOTTOM OF CURB BOX WITH FABRIC OR PLASTIC PRIOR TO BACKFILLING TO KEEP MATERIAL FROM INFILTRATING THE BOX.

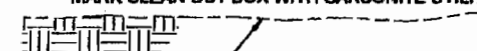
② PRESSURE SERVICE CONNECTION



PLAN VIEW IN LINE - FP-1

NTS

MARK CLEAN OUT BOX WITH CARSONITE UTILITY MAKER



EXISTING GROUND

CLEAN OUT BOX SEE CBJ STD. 208A, BURY 6-8" BELOW FINISH GRADE

3" QUICK CONNECT COUPLING w/ CAP FOR FIRE HOSE, AT FLUSHPORT 1, TRANSITION FROM 3 TO 1.5"

1.5" DIAMETER PVC AT FLUSH PORT 1, 3" DIAMETER PVC AT FLUSH PORT 2

45° FITTING

CONCRETE THRUST BLOCK, 0.05 CUBIC YDS. WITH 1 SQUARE FOOT BEARING AREA PER CBJ STD. DETAIL 414B

PLAN VIEW WYE CONNECTION - FP-2

NTS

BURY PER NOTE 1, DETAIL 2, THIS SHEET

CURB BOX PER DETAIL 2 THIS SHEET

STOP & WASTE VALVE WITH OPERATING NUT

1/2 CUBIC YARD WASHED ROCK

③ FLUSH PORT

NTS

DESIGN	N.A.P.
DRAWN	N.A.P.
CHECK	M.A.J.
APPROVED	M.C.S.

CONSTRUCTION DETAILS

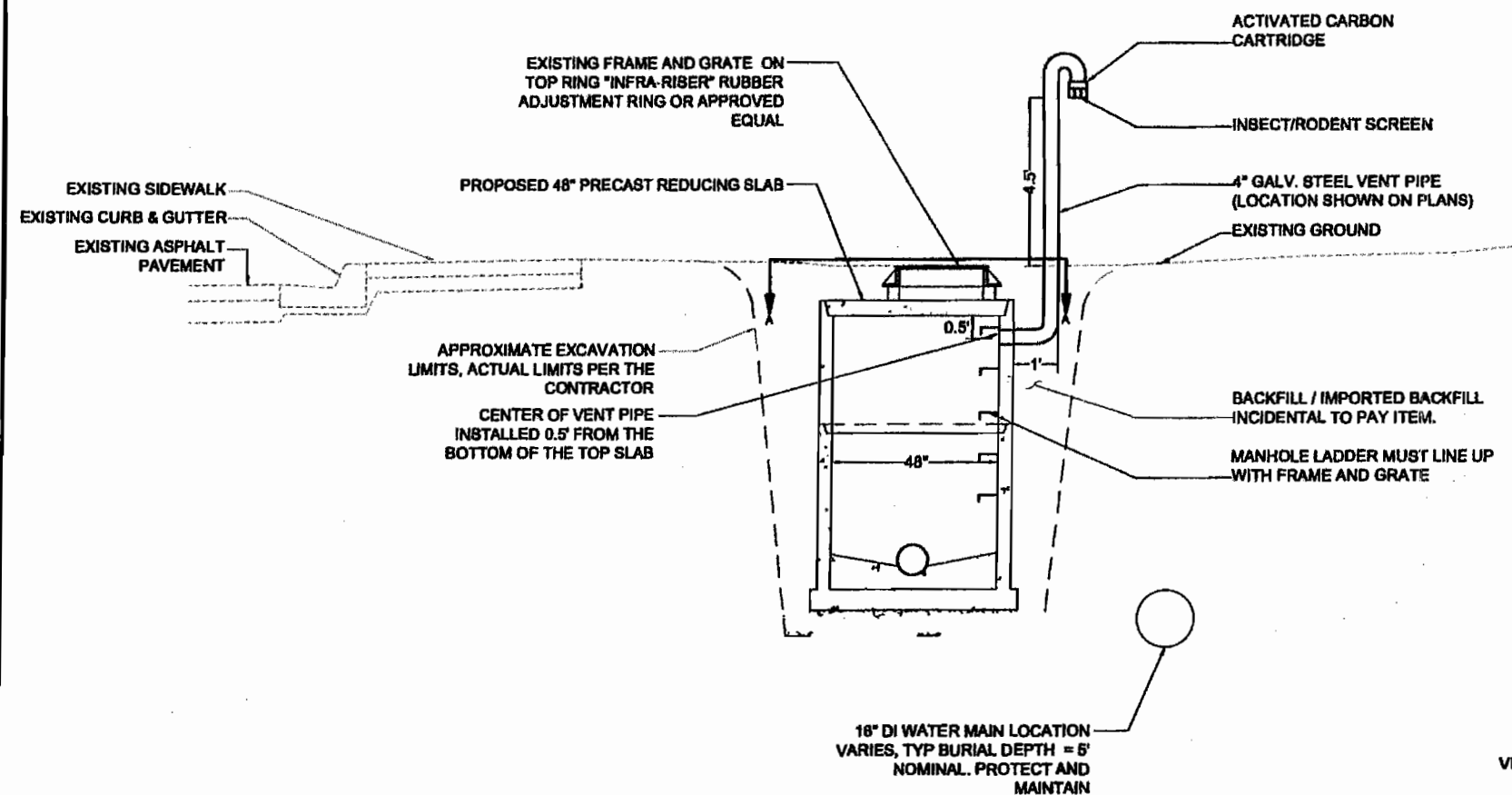
DRIVEWAY CUTS;
PRESSURE SERVICE CONNECTIONS;
AND FLUSH PORTS



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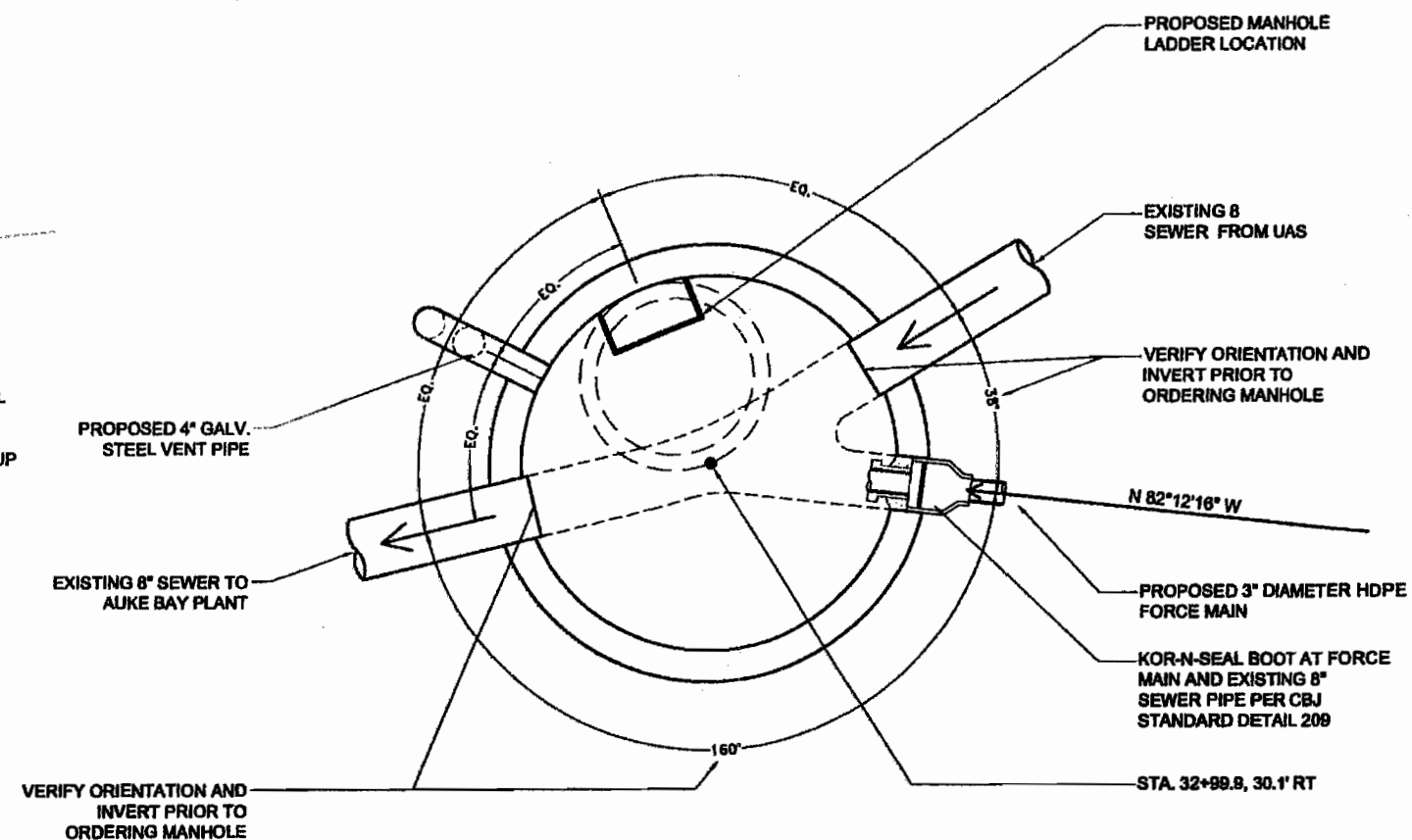
AUKE LAKE SEWER 2013
LID 96
WEST MENDENHALL VALLEY
SEWER EXPANSION
CBJ CONTRACT No. E13-225
CITY & BOROUGH OF JUNEAU, ALASKA

DATE: MARCH 11, 2013
R & M NO. 121333
B2
SHEET 6 of 12



NOTE: SEE CBJ STANDARD DETAIL NO.203 FOR ITEMS NOT NOTED ABOVE.

① VENT MANHOLE STA 32+99.9
NTS



② FORCE MAIN CONNECTION PLAN VIEW SECTION A-A
NTS

PLOT: Apr 01, 2013 at 9:24am

DESIGN	N.A.P.
DRAWN	N.A.P.
CHECK	N.A.J.
APPROVED	M.C.S.

CONSTRUCTION DETAILS

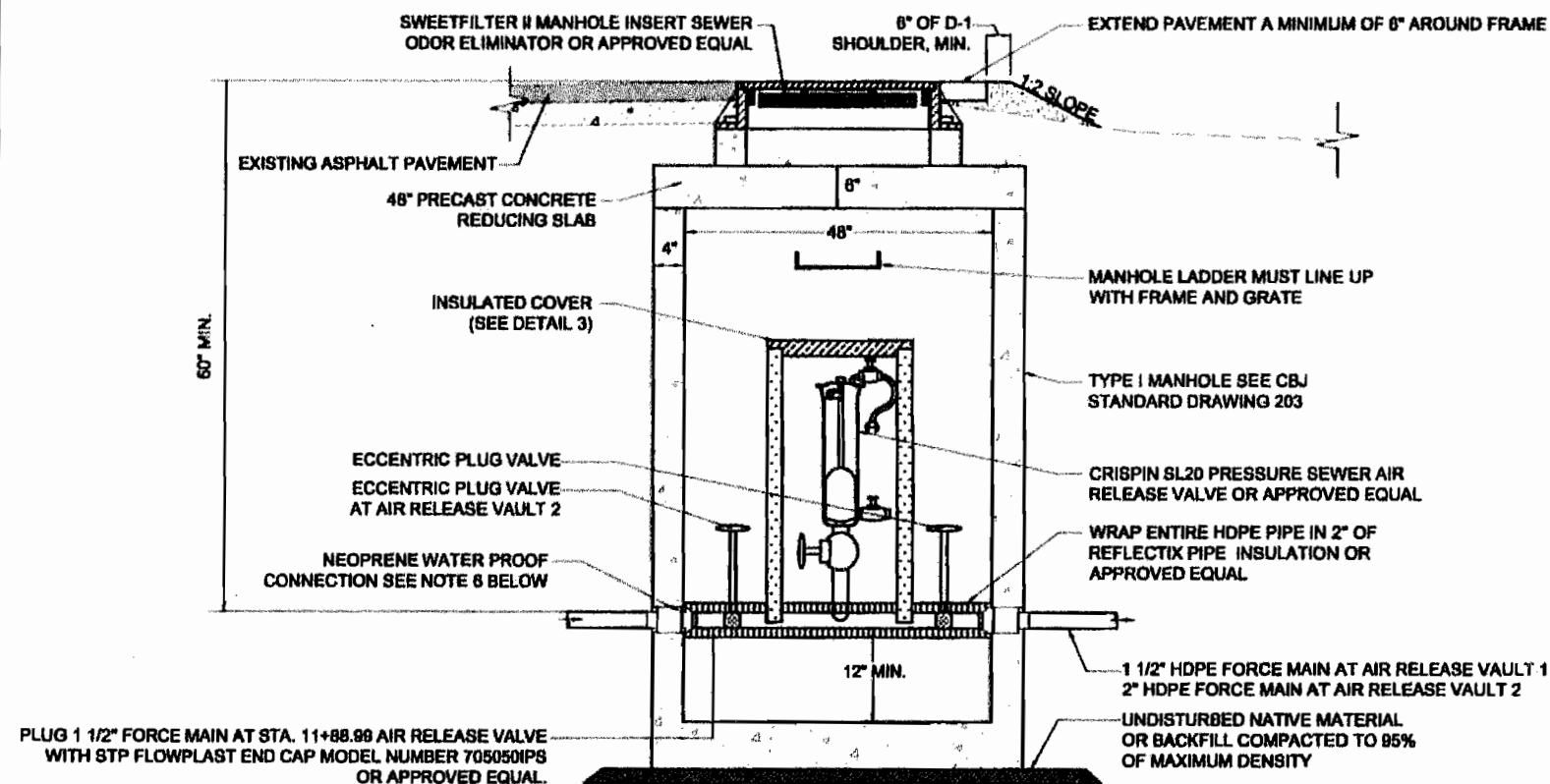
VENT MANHOLE CONSTRUCTION



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DATE: MARCH 11, 2013
R & M NO. 121333
B3
SHEET 7 of 12

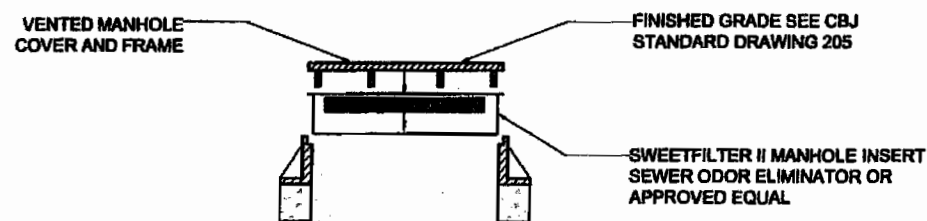


NOTE:

1. INSTALL SWEETFILTER II MANHOLE INSERT AND CRISPIN SL20 PRESSURE SEWER AIR RELEASE VALVE PER MANUFACTURER INSTRUCTIONS.
2. LADDER RUNGS TO BE PLACED 12" O.C. ON UNOBSTRUCTED SIDE OF MANHOLE. LAST RUNG SHALL BE 18" MAX FROM BOTTOM OF MANHOLE, AND TOP RUNG SHALL BE 8" MAXIMUM FROM TOP OF MANHOLE. RUNGS SHALL BE LANE POLYETHYLENE 14" LADDER STEPS OR AN APPROVED EQUAL.
3. REFER TO A.S.T.M. C-478 FOR DESIGN REQUIREMENTS AND C-478-89 FOR MINIMUM STEEL FOR BARREL AND BASE. BLOCKOUTS SHALL BE FORMED.
4. IF MANHOLE IS WITHIN A ROADWAY, COMPACTION TESTS MUST BE CONDUCTED ON BACKFILL EVERY 3' DEPTH. DENSITY SHALL BE 95% OF MAXIMUM PROCTOR DENSITY.
5. MANHOLE FRAMES MAYBE RAISED TO ACCOMMODATE PAVEMENT OVERLAYS PROVIDED THE DISTANCE FROM THE TOP OF THE FRAME TO THE FIRST LADDER RUNG IS LESS THAN 36".
6. NEOPRENE BOOT ON THE FLEXIBLE SEAL ADAPTER SHALL BE A MINIMUM OF 3/8" THICK PER ASTM C-443, AND SHALL BE HELD IN PLACE WITH AN INTERNAL EXPANDING BAND SUCH AS "KOR-N-SEAL" OR APPROVED EQUAL.

① SEWAGE AIR RELEASE VALVE DETAIL

NTS



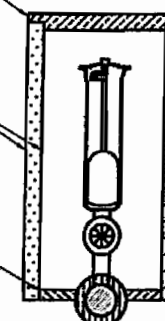
② VENTED MANHOLE FRAME & GRATE

NTS

2" THICK CLOSED CELL INSULATION
LID BEVELED WITH 1" LIP TO FIT

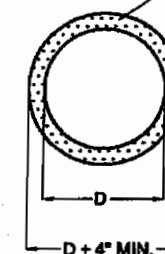
SONO TUBES

2" CLOSED CELL INSULATION
WEDGES TO FILL AIR GAPS
GLUE TO INNER SONO TUBE



SIDE VIEW

FILL SONO TUBES WITH
URETHANE FOAM
INSULATION



TOP VIEW

NOTE:

1. SONO TUBES SHALL BE CONCENTRIC TO INSURE A MINIMUM OF 2" OF INSULATION AT ALL POINTS. TRIM TUBES AND INSULATION TO FIT CURVATURE OF PIPE.
2. ADVANCED THERMAL CORP AIR RELEASE VALVE COVER OR APPROVED EQUAL MAY BE SUBSTITUTED. PRIOR TO THE INSTALLATION OF THE AIR RELEASE VALVE THE DAYLIGHT DRAIN SHALL BE PLUGGED AND THE MANHOLE TESTED PER STANDARD SPECIFICATION 02403 3.1

③ INSULATED COVER DETAIL

NTS

CONSTRUCTION DETAILS

AIR RELEASE VALVE



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**AUKE LAKE SEWER 2013
LID 96
WEST MENDENHALL VALLEY
SEWER EXPANSION
CBJ CONTRACT No. E13-225
CITY & BOROUGH OF JUNEAU, ALASKA**

DATE: MARCH 11, 2013
R & M NO. 121355

B4

SHEET
8 of 12

2013.121355.EP.DWG 1705WKL.DWG PLOT: April 01, 2013 at: 9:24am

DESIGN	N.A.P.
DRAWN	N.A.P.
CHECK	M.A.J.
APPROVED	M.C.S.
DATE	
BY	APPROV.

DIAL BEFORE YOU DIG!
586-1333

U/G POWER, TELEPHONE & T.V.
SHOWN ON THIS DRAWING INDICATE
EXISTENCE ONLY AND DO NOT
SUBSTITUTE FOR FIELD LOCATES

BEGIN CONSTRUCTION
AT FLUSH PORT 1
STA. 11+84.65, 52.50' LT
N=15618.50
E=5050.76

BEGIN PROJECT
BASELINE
STA. 10+00.00
N=15507.19
E=5200.74

CP 98
STA 3+14.25
PTS
STA 6+50.00
PSC
STA 10+00.00
CP 100

TABLE OF HORIZONTAL CONTROL					
NAME	STATION	OFFSET	NORTHING	EASTING	DESCRIPTION
"98"	3+14.25	00.00' CL	15507.19	5200.74	PST
"99"	6+50.00	00.00' CL	15507.19	5200.74	PTS DOT/PF CL MON.
"100"	10+00.00	00.00' CL	15507.19	5200.74	PSC DOT/PF CL MON.
"101"	10+78.77	16.56' RT	15171.96	5171.96	"PK" NAIL
"907"	11+85.50	16.56' RT	15665.98	5100.96	"PK" NAIL
"102"	12+23.51	49.21' LT	15647.32	5027.67	SEC. MON.
"103"	12+51.38	49.96' LT	15665.18	5008.19	SEC. MON.
"104"	12+52.83	00.02' LT	15702.58	5041.32	PCS DOT/PF CL MON.
"105"	13+17.68	49.21' LT	15707.53	4961.33	SEC. MON.
"106"	14+60.25	18.20' RT	15845.73	4888.88	MAG NAIL
"904"	14+77.85	16.52' RT	15854.32	4873.30	SURV-SPIKE W/ WASHER
"107"	15+25.89	48.23' LT	15826.87	4797.61	GLO MON.
"108"	15+75.92	17.42' RT	15909.08	4791.49	MAG NAIL

SURVEY CONTROL NOTES:

1.) THIS SURVEY IS A CONTINUATION OF A 2006 SURVEY FOR THE WEST MENDENHALL VALLEY SEWER EXPANSION PROJECT PHASE I CONDUCTED BY R & M ENGINEERING, INC. ALL BEARINGS DENOTED ARE AS ORIENTED TO THE BASIS OF BEARING. ALL DISTANCES ARE TRUE GROUND DISTANCES. ALL COORDINATES DENOTED ARE ISOLATED COORDINATES AND RELATIVE TO THIS AND THE 2006 SURVEY ONLY.

2.) THE BASIS OF BEARING FOR THIS SURVEY IS THE LINE-OF-SIGHT BETWEEN RECOVERED PRIMARY MONUMENTS FOR THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LIMITS OF MAIRER DRIVE WITH THE EAST RIGHT-OF-WAY LIMITS OF BRANDY LANE AND THE SOUTHEAST CORNER, LOT 4, RIVERVIEW COMMERCIAL PARK PHASE III SUBDIVISION ON FILE IN THE JUNEAU RECORDING DISTRICT OFFICE AS PLAT # 2000-30 HAVING A COMPUTED RECORD BEARING OF N81°45'25" E.

3.) THE BASIS OF VERTICAL CONTROL FOR THIS SURVEY IS U.S.D.O.C., N.O.A.A., N.O.S. BENCH MARK 2210 C 1982, A DISK IN ROCK OUTCROP LOCATED ON THE SOUTHEAST CORNER OF THE STATE ARCHIVES AND RECORDS CENTER BUILDING ON WILLOUGHBY STREET HAVING A 2003 PUBLISHED ELEVATION OF 29.51' ABOVE MEAN LOWER LOW WATER (M.L.L.W.), OF JUNEAU, GASTINEAU CHANNEL, STEPHENS PASSAGE. PUBLISHED VERTICAL DATUM FOR THE ABOVE IS:

HIGHEST OBSERVED WATER LEVEL (11-2-48).....24.37'
MEAN HIGHER HIGH WATER.....16.31'
MEAN HIGH WATER.....15.34'
MEAN SEA LEVEL.....8.58'
MEAN TIDE LEVEL.....8.47'
MEAN LOW WATER.....1.60'
MEAN LOWER LOW WATER.....0.00'
LOWEST OBSERVED WATER LEVEL (1-1-91).....-5.35'

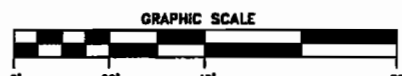
4.) PROPERTY/BOUNDARY LINES DENOTED ARE APPROXIMATE AND FOR INFORMATIONAL PURPOSES ONLY AND DO NOT REPRESENT A RETRACEMENT SURVEY.

5.) ALL PROPERTIES DENOTED ARE SUBJECT TO EASEMENTS OF RECORD NOT NECESSARILY SHOWN ON THIS SURVEY DRAWING. ONLY THOSE EASEMENTS DEPICTED ON RECORDED PLATS HAVE BEEN INDICATED.

DESIGN N.A.P.
DRAWN N.A.P.
CHECK M.A.J.
APPROVED M.C.S.
FILE:

No. DATE REVISION BY APRVD.

PLAN & PROFILE
STA 10+00 TO STA 16+00

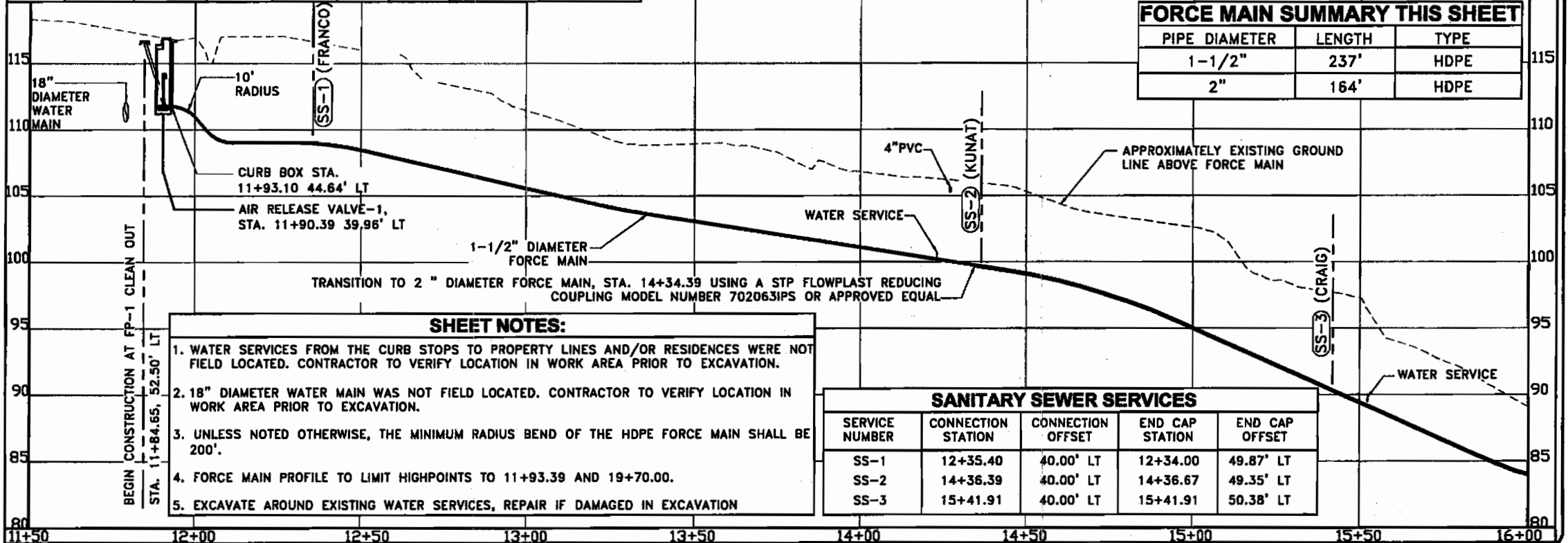


R & M ENGINEERING, INC.
ENGINEERS GEOLOGISTS SURVEYORS
6205 GLACIER HIGHWAY
JUNEAU, AK. 99801
Phone 907-780-6060
Fax 907-780-4611
rmengineering@rmjuneau.com

AUKE LAKE SEWER 2013
LID 96
WEST MENDENHALL VALLEY
SEWER EXPANSION
CBJ CONTRACT No. E13-225
CITY & BOROUGH OF JUNEAU, ALASKA

DATE: MARCH 11, 2013
R & M NO. 121333
C1
SHEET
9 of 12

TABLE OF VERTICAL CONTROL					
T.B.M.	STATION	OFFSET	NORTHING	EASTING	ELEV. DESCRIPTION
"FH-1"	12+63.3	34.4' LT	15684.4	5010.4	115.73' N. BOLT, TOP FLANGE, FIRE HYDRANT



FORCE MAIN SUMMARY THIS SHEET		
PIPE DIAMETER	LENGTH	TYPE
1-1/2"	237'	HDPE
2"	164'	HDPE

SHEET NOTES:

1. WATER SERVICES FROM THE CURB STOPS TO PROPERTY LINES AND/OR RESIDENCES WERE NOT FIELD LOCATED. CONTRACTOR TO VERIFY LOCATION IN WORK AREA PRIOR TO EXCAVATION.
2. 18" DIAMETER WATER MAIN WAS NOT FIELD LOCATED. CONTRACTOR TO VERIFY LOCATION IN WORK AREA PRIOR TO EXCAVATION.
3. UNLESS NOTED OTHERWISE, THE MINIMUM RADIUS BEND OF THE HDPE FORCE MAIN SHALL BE 200'.
4. FORCE MAIN PROFILE TO LIMIT HIGHPOINTS TO 11+93.39 AND 19+70.00.
5. EXCAVATE AROUND EXISTING WATER SERVICES, REPAIR IF DAMAGED IN EXCAVATION

SANITARY SEWER SERVICES

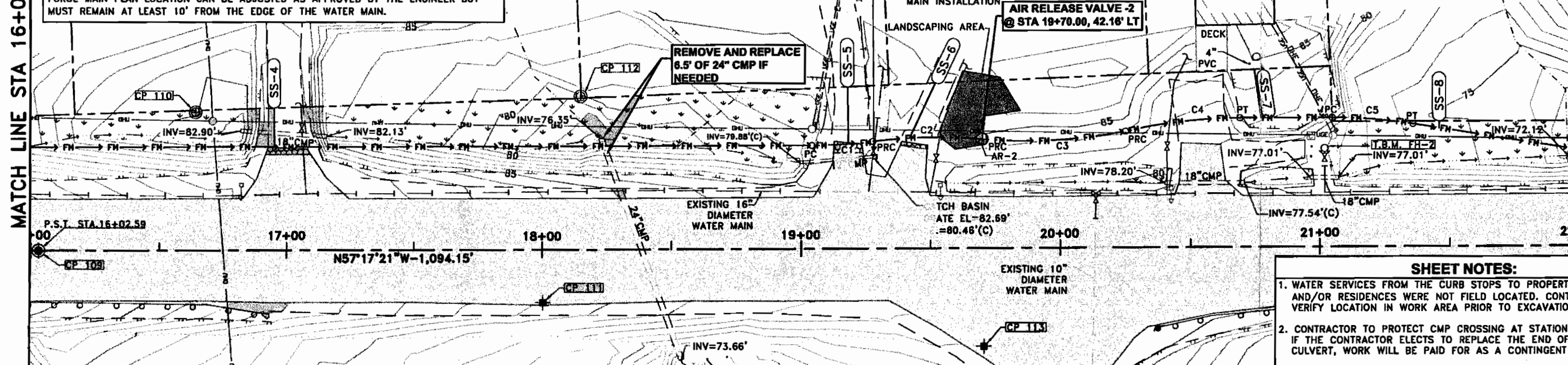
SERVICE NUMBER	CONNECTION STATION	CONNECTION OFFSET	END CAP STATION	END CAP OFFSET
SS-1	12+35.40	40.00' LT	12+34.00	49.87' LT
SS-2	14+36.39	40.00' LT	14+36.67	49.35' LT
SS-3	15+41.91	40.00' LT	15+41.91	50.38' LT

THORSTEINSON
790-4728
10827&10829

FORCE MAIN PLAN LOCATION CAN BE ADJUSTED AS APPROVED BY THE ENGINEER BUT MUST REMAIN AT LEAST 10' FROM THE EDGE OF THE WATER MAIN.

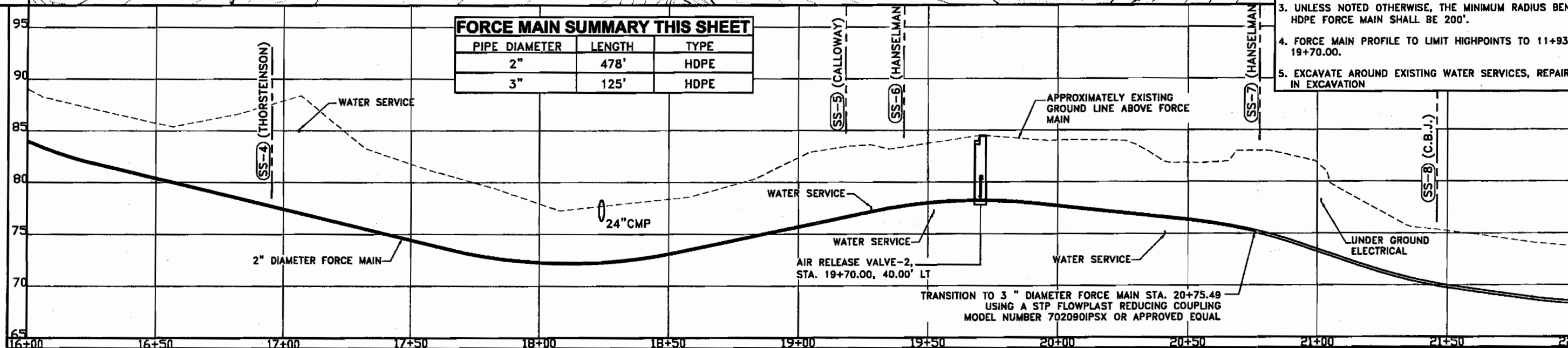
TABLE OF VERTICAL CONTROL						15
T.B.M.	STATION	OFFSET	NORTHING	EASTING	ELEV.	DESCRIPTION
"FH-2"	20+91.6	36.6' LT	10200.0	8753.7	58.11'	N. BOLT, TOP FLANGE, FIRE HYDRANT

DIAL BEFORE YOU DIG
586-1333
U/G POWER, TELEPHONE & T.V.
SHOWN ON THIS DRAWING INDICATE
EXISTENCE ONLY AND DO NOT
SUBSTITUTE FOR FIELD LOCATES



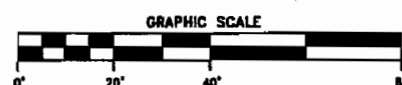
SHEET NOTES:

1. WATER SERVICES FROM THE CURB STOPS TO PROPERTY LINES AND/OR RESIDENCES WERE NOT FIELD LOCATED. CONTRACTOR TO VERIFY LOCATION IN WORK AREA PRIOR TO EXCAVATION.
2. CONTRACTOR TO PROTECT CMP CROSSING AT STATION 18+23.92. IF THE CONTRACTOR ELECTS TO REPLACE THE END OF THE CULVERT, WORK WILL BE PAID FOR AS A CONTINGENT SUM.
3. UNLESS NOTED OTHERWISE, THE MINIMUM RADIUS BEND OF THE HDPE FORCE MAIN SHALL BE 200'.
4. FORCE MAIN PROFILE TO LIMIT HIGHPOINTS TO 11+93.39 AND 19+70.00.
5. EXCAVATE AROUND EXISTING WATER SERVICES, REPAIR IF DAMAGED IN EXCAVATION



PLAN & PROFILE

STA 16+00 TO STA 22+00



R & M ENGINEERING, INC.
ENGINEERS GEOLOGISTS SURVEYORS

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**AUKE LAKE SEWER 2013
LID 96
WEST MENDENHALL VALLEY
SEWER EXPANSION
CBJ CONTRACT No. E13-225
CITY & BOROUGH OF JUNEAU, ALASKA**

DATE: MARCH 11, 201
R & M NO. 12133
C2
SHEET
10 of 12

TABLE OF HORIZONTAL CONTROL					
NAME	STATION	OFFSET	NORTHING	EASTING	DESCRIPTION
"114"	22+01.85	49.35' LT	16191.17	4228.73	SEC MON.
"115"	22+77.52	30.36' LT	16248.05	4175.32	MAG-NAIL
"116"	23+20.72	26.63' LT	16255.47	4128.75	SEC MON.
"117"	24+17.47	49.36' LT	16307.69	4047.30	SEC MON.
"118"	26+85.49	24.46' RT	16503.83	3878.51	MAG-NAIL
"119"	26+78.92	00.03' LT	16490.51	3853.98	P.T.S. DOT/PF CL MON.
"120"	27+73.21	19.11' RT	16557.22	3784.32	2" AL. MON.

C/L CURVE DATA
DELTA=58°13'38"
D=7°39'00"
Ts=569.69'
Ls=300.00'
DELTA=11°28'30"

SANITARY SEWER SERVICE				
SERVICE NUMBER	CONNECTION STATION	CONNECTION OFFSET	END CAP STATION	END CAP OFFSET
SS-9	22+34.51	33.00' LT	22+54.68	48.21' LT
SS-10	22+54.68	33.00' LT	22+81.35	48.18' LT
SS-11	22+81.35	33.00' LT	23+54.88	40.00' LT
SS-12	23+54.88	33.00' LT	24+42.88	40.00' LT
SS-13	24+42.88	33.00' LT	25+34.28	40.00' LT
SS-14	25+34.28	21.71' LT	26+91.00	44.00' RT
SS-15	26+91.00	29.84' RT		

- SHEET NOTES:**
1. WATER SERVICES FROM THE CURB STOPS TO PROPERTY LINES AND/OR RESIDENCES WERE NOT FIELD LOCATED. CONTRACTOR TO VERIFY LOCATION IN WORK AREA PRIOR TO EXCAVATION.
 2. CONTRACTOR TO PROTECT CMP CROSSING AT STATION 25+56.07. WORK WILL BE INCIDENTAL TO FORCE MAIN INSTALLATION.
 3. UNLESS NOTED OTHERWISE, THE MINIMUM RADIUS BEND OF THE HDPE FORCE MAIN SHALL BE 200'.
 4. FORCE MAIN PROFILE TO LIMIT HIGHPOINTS TO 11+93.39 AND 19+70.00.
 5. EXCAVATE AROUND EXISTING WATER SERVICES, REPAIR IF DAMAGED IN EXCAVATION

FORCE MAIN LAYOUT					
CURVE NO.	PC	OFFSET	RADIUS	PT	OFFSET
C5	22+09.63	35.52' LT	200.00'	22+41.25	33.00' LT
C6	24+67.32	33.00' LT	200.00'	24+82.66	32.41' LT
C7	25+15.93	29.95' LT	30.00'	25+34.85	21.15' LT
C8	25+78.21	22.21' RT	30.00'	25+99.43	31.00' RT
C9	26+69.71	31.00' RT	200.00'	26+90.96	29.87' RT

- (1) FORCE MAIN PLAN LOCATION CAN BE ADJUSTED AS APPROVED BY THE ENGINEER BUT MUST MAINTAIN 10' MINIMUM BETWEEN THE EDGES OF THE WATER MAIN AND FORCE MAIN.
- (2) FORCE MAIN PLAN LOCATION FROM 25+12.52 TO 25+36.75 CAN BE ADJUSTED AS APPROVED BY THE ENGINEER BUT MUST MAINTAIN 5' MINIMUM BETWEEN THE EDGES OF THE FORCE MAIN AND WATER MAIN.
- (3) FORCE MAIN CROSSES THE WATER MAIN BETWEEN 25+36.75 TO 25+47.22.

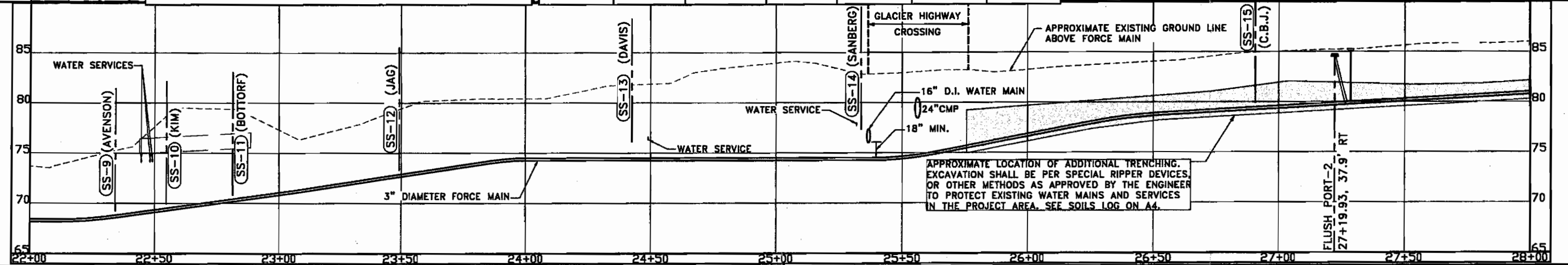
FORCE MAIN SUMMARY THIS SHEET		
PIPE DIAMETER	LENGTH	TYPE
3"	625'	HDPE

WATER SERVICE					
SERVICE NUMBER	SIZE & TYPE	HOW TO CONNECT	CONNECTION STATION	CONNECTION OFFSET	CURB BOX STATION
WS-1	2" COPPER	CBJ STD. 406A	25+35.79	19.22' LT	26+81.00

DIAL BEFORE YOU DIG!
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MATCH LINE STA 22+00

MATCH LINE STA 28+00



PLAN & PROFILE
STA 22+00 TO STA 28+00



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AUKE LAKE SEWER 2013
LID 96
WEST MENDENHALL VALLEY
SEWER EXPANSION
CBJ CONTRACT No. E13-225
CITY & BOROUGH OF JUNEAU, ALASKA

PL01: April 01, 2013 at 8:12am
DESIGN N.A.P.
DRAWN N.A.P.
CHECK M.A.J.
APPROVED M.C.S.
FILE:

TABLE OF HORIZONTAL CONTROL					
NAME	STATION	OFFSET	NORTHING	EASTING	DESCRIPTION
"121"	29+78.60	00.08' LT	16635.17	3591.78	P.S.C. DOT/PF CL MON.
"122"	32+50.55	00.00' CL	16685.91	3326.46	DOT/PF CL MON.
"123"	32+82.65	52.57' RT	16738.12	3292.54	2" AL. MON.
"124"	34+40.06	00.20' LT	1663.65	3139.74	DOT/PF CL MON.

TABLE OF VERTICAL CONTROL					
T.B.M.	STATION	OFFSET	NORTHING	EASTING	ELEV. DESCRIPTION
"108"	32+42.8	126.1' RT	16559.8	3331.9	92.42' 3" BRASS CAP MONUMENT

SHEET NOTES:

1. WATER SERVICES FROM THE CURB STOPS TO PROPERTY LINES AND/OR RESIDENCES WERE NOT FIELD LOCATED. CONTRACTOR TO VERIFY LOCATION IN WORK AREA PRIOR TO EXCAVATION.
2. WHERE FORCE MAIN CROSSES THE WATER MAIN CONTRACTOR SHALL EXPOSE WATER MAIN FOR THE ENGINEER TO VERIFY FORCE MAIN CROSSES A MINIMUM OF 24" ABOVE THE WATER MAIN.
3. FORCE MAIN PROFILE TO LIMIT HIGHPOINTS TO 11+93.10 AND 19+70.00.

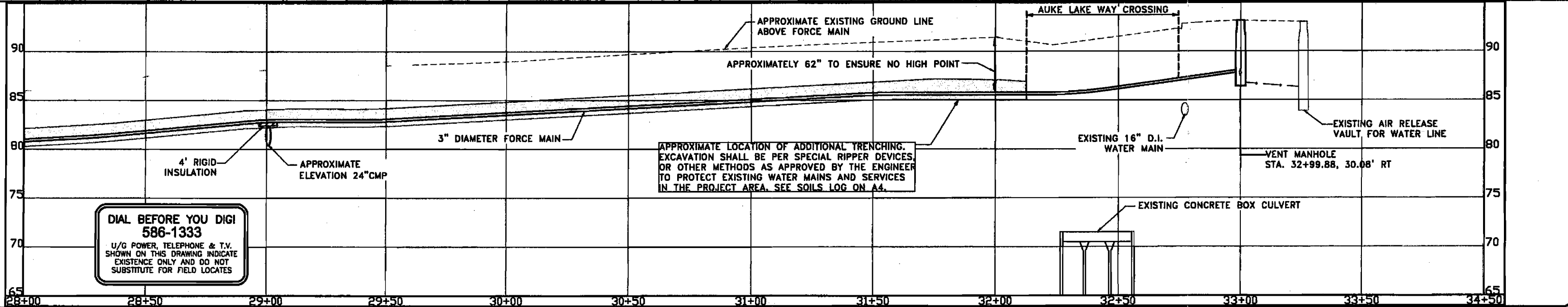
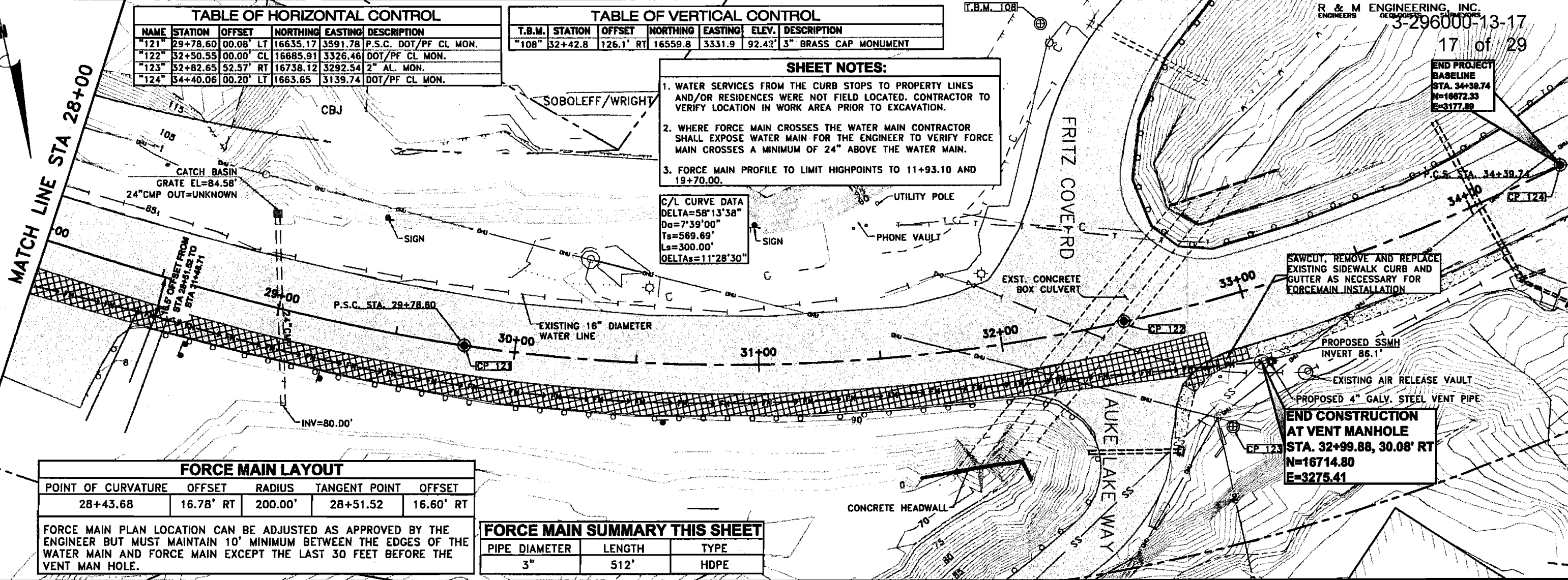
C/L CURVE DATA
 DELTA=58°13'38"
 Do=7°39'00"
 Ts=569.69'
 Ls=300.00'
 DELTAs=11°28'30"

FORCE MAIN LAYOUT				
POINT OF CURVATURE	OFFSET	RADIUS	TANGENT POINT	OFFSET
28+43.68	16.78' RT	200.00'	28+51.52	16.60' RT

FORCE MAIN PLAN LOCATION CAN BE ADJUSTED AS APPROVED BY THE ENGINEER BUT MUST MAINTAIN 10' MINIMUM BETWEEN THE EDGES OF THE WATER MAIN AND FORCE MAIN EXCEPT THE LAST 30 FEET BEFORE THE VENT MAN HOLE.

FORCE MAIN SUMMARY THIS SHEET

PIPE DIAMETER	LENGTH	TYPE
3"	512'	HDPE



DIAL BEFORE YOU DIG!
 586-1333
 U/G POWER, TELEPHONE & T.V. SHOWN ON THIS DRAWING INDICATE EXISTENCE ONLY AND DO NOT SUBSTITUTE FOR FIELD LOCATES

2013.121333.EP.091705W.CDWG PLOT: April 01, 2013 at 9:13am

DESIGN	N.A.P.				
DRAWN	N.A.P.				
CHECK	M.A.J.				
APPROVED	M.C.S.				
FILE:					
No.	DATE	REVISION			BY APPROV.

PLAN & PROFILE STA 28+00 TO EOP



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AUKE LAKE SEWER 2013
 LID 96
 WEST MENDENHALL VALLEY
 SEWER EXPANSION
 CBJ CONTRACT No. E13-225
 CITY & BOROUGH OF JUNEAU, ALASKA

DATE: MARCH 11, 2013
 R & M NO. 121333
C4
 SHEET 12 of 12

SPECIAL PROVISIONS

1.0 GENERAL AND ADMINISTRATION

1.1 The Permittee shall have a copy of this permit at the work site at all times.

1.2 The permit, together with these Special Provisions shall take precedence over any additional plans, exhibits, attachments, and/or schedules should discrepancies appear.

1.3 All contact between the Department and the Permittee's Contractor shall be through a representative of the Permittee. If the Permittee chooses to perform the work with other than its own forces, a representative of the utility shall be present at all times unless otherwise agreed to by the Department. Failure to comply with this provision is grounds for restricting any further work by the Permittee in the Department's right of way.

1.4 Any rights granted by this permit may not be assigned or transferred to another entity without prior written approval from the Department. If the utility is sold to another utility or merges with another utility, the new utility shall inform the Department in writing within 30 days after the date of transaction.

1.5 Any request for waiver or exception of Special Provision(s), or any request for change in location, alignment, or construction method, shall be submitted in writing to the Regional Utilities Engineer.

1.6 The Permittee agrees to furnish the Department with a set of as built plans within sixty (60) days from the completion of the work covered by this Permit.

1.7 The Permittee agrees to provide design locates, at no cost to the Department, upon request. If a utility locate service is not available, reference markers shall be installed and maintained at both ends of underground highway crossings, and at angle points in the alignment of the underground Facility. Where utilities are attached to a bridge, the Permittee will attach a plate on the conduit at each abutment describing the content of the pipe or conductor, and the name and phone number of the owning utility.

1.8 The Regional Utilities Engineer may assign an inspector or inspectors in order to insure compliance with the provisions of this utility permit. The inspector has the authority to suspend all work in the event of noncompliance.

1.9 The Permittee agrees to reimburse the Department for actual costs of inspections during construction of the Facility. Inspection activities will include on-site review of traffic control, highway crossings, and restoration of the right of way. Inspection may also include any testing required to verify conformance to the Department's standards, and responding to questions and/or complaints from the public or agencies. Actual direct and indirect charges shall provide the basis for billings, which include wages, benefits, per diem, travel and vehicle expenses, and lodging.

1.10 This permit will expire if construction or installation of the Facility has not started within one year after the date of approval, unless the Permittee obtains an extension of time in writing from the Department.

2.0 COORDINATION

2.1 The Permittee shall notify the Department's Regional Utility Permit Officer ten (10) days prior to beginning work:

Southeast Region
(907)465-4544
(907)465-6216 (fax)

2.2 The Permittee agrees to coordinate their work with other projects, both public and private that may occur within the project limits covered by this permit. The Permittee agrees not to interfere or hinder the work being performed by other contractors.

2.3 The Permittee shall coordinate and obtain the necessary temporary driveway permits for access to travel way from haul routes or staging areas where existing access does not exist. Contact the Department's Right-Of-Way Section at (907) 465-2838 for the driveway permit application or apply on line at www.dot.state.ak.us/permits

3.0 ENVIRONMENTAL

3.1 The Permittee is responsible for obtaining authorization from the U.S. Army Corps of Engineers for any ground disturbing activities in areas designated as wetlands.

3.2 If the Permittee, its Contractor, or Agent discovers environmental contamination in the right-of-way while constructing the Facility, they shall immediately stop work and notify the Department's Regional Utility Engineer.

3.3 The Permittee is not responsible for the cost of investigation, cleanup, or disposal of any contaminated soils it discovers during work on the Facility within the Department's right-of-way, **unless:**

- a. The Permittee, its Contractor, or Agent fails to immediately notify the Department of the contamination, or;
- b. The contamination is attributed to the Permittee's Facility, or actions of the Permittee, its Contractors, or its Agents.

3.4 If the Permittee, its Contractor, or Agent discovers cultural, historic or archeological resources as a result of ground altering activities, all work that would disturb these resources shall be stopped and the State Historic Preservation Office shall be contacted immediately at (907) 269-8721.

3.5 The Permittee shall not hold the Department responsible for any delay, redesign, rerouting, or additional cost due to encountering environmental contamination, or cultural, historic, or archeological resources.

3.6 The Permittee shall provide an Alaska Certified Erosion and Sediment Control Lead (AK-CESCL) trained person, with the authority to direct activities required by the SWPPP, APDES permit or other permit conditions, during all construction and maintenance activities authorized by this permit that involve ground disturbing activities. Provide proof of current AK-CESCL certification upon request.

3.7 The Permittee, on behalf of itself and its contractors, officers, officials, employees, and agents, shall indemnify, hold harmless, and defend at its sole cost and expense, the Department, its contractors, officers, officials, employees, and agents from any and all fines, costs, claims, damages, liquidated damages, judgments, or civil penalties assessed by the Department of Environmental Conservation pursuant to AS 46.03.760(E), arising wholly or in part from any action taken by the Permittee in relation to the Permittee's Facilities on Department rights of way or other permitted locations. This indemnification provision is in addition to and shall be construed as consistent with General Provision M.

4.0 NOTIFICATIONS

4.1 The Permittee is responsible for notifying businesses and residents that front the project of scheduled road and driveway closures, or any work that may affect them. Property owners shall receive the notices a minimum of 48 hours prior to commencement of the work. Notices shall include a detailed description and map of the project, anticipated construction schedule and contact name and number of a representative of the Permittee.

4.2 The Permittee shall submit weekly public information notices that identify road closures, restrictions to traffic, and detours. Coordinate this effort with the State DOT/PF Navigator Information Program.

5.0 TRAFFIC CONTROL

5.1 The Permittee shall submit a Traffic Control Plan (TCP) to the Department for approval a minimum of ten (10) days before beginning construction.

5.2 The Permittee or the Permittee's contractor shall designate a Traffic Safety Supervisor who shall be responsible for the maintenance of traffic operations on a 24-hour basis. This individual shall have received formal work zone traffic control training. The Department must be supplied with the name of this individual along with written verification of his/her credentials as well as a 24-hour telephone number where he/she can be reached.

5.3 The Permittee shall insure that flagmen are certified by either the International Municipal Signal Association (IMSA) or the American Traffic Services Association (ATSSA). Documentation of certification shall be provided if requested.

5.4 The Permittee shall provide traffic control devices, conforming to the latest addition of the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and Alaska Traffic Manual Supplement while constructing the Facility, or thereafter performing routine maintenance.

5.5 All traffic control devices required by the approved Traffic Control Plan, including signs, barricade, and flagmen, shall be in place prior to beginning work within the right of way.

5.6 The Permittee shall remove or cover all temporary traffic control devices as soon as practical when they are no longer needed or when work on the Facility is suspended for short periods of time.

5.7 The Permittee shall not park vehicles, equipment, or store materials on road or pathway surfaces at any time, unless specifically allowed by the traffic control plan.

5.8 At the close of each work day the construction site on non-detoured roadways shall be restored to a condition that allows two-way traffic to flow in conformance with the normal traffic patterns in that area, unless otherwise approved by the Regional Utilities Engineer.

5.9 The Permittee shall conduct periodic inspections of temporary traffic control devices left in place during non working hours. A 24 hour telephone contact number for the traffic control supervisor shall be provided to the local State Troopers or Police Departments.

5.10 All illumination and signalization shall remain operational during the construction of the Facility.

5.11 Reduced speed and two-way traffic shall be maintained on non-detoured roadways between the peak traffic hours of 7:30 a.m. to 9:00 a.m. and from 4:30 p.m. to 5:30 p.m.

6.0 EXCAVATION AND BACKFILL

6.1 The Permittee shall backfill and compact all trenches within road prisms and pathways in 6-inch lifts or as accepted by the Department. 6-inch lifts are required if no inspector is present. The backfill shall be of suitable non-frost susceptible, non-organic material (0-6% passing No. 200 sieve). All excavated non-acceptable material shall be removed from the State right-of-way or property by the Permittee.

6.2 The road prism is defined to include the finished roadway surface and underlying structural layers out to, and including, any unpaved shoulders, curbs, and attached pathways.

6.3 The Permittee shall compact all trenches within or crossing road prisms and pathways at a minimum of 95% of the optimum density. All compaction tests shall be at the Permittee's expense. A copy of each test will be submitted to the Department.

6.4 The Permittee shall backfill all trenches, bore pits, and other excavations located outside road and pathway prisms with clean, non-organic, and compactable material meeting the requirements of Select Material, Type C, as defined in the Department's Standard Specifications for Highway Construction. Existing material is acceptable as backfill provided it meets the requirements of Select Material, Type C.

6.5 The Permittee shall remove material not suitable for use as backfill from the site, t. The Permittee shall replace unsuitable backfill material with imported material meeting the requirements of Select Material, Type C.

6.6 All backfill shall be compacted to existing undisturbed soil densities or better, and graded to blend with the existing ground surface. All costs associated with removal of unusable material and placement of import material is the responsibility of the Permittee.

6.7 The top six (6) inches of the road surface or surface under pavement shall be crushed aggregate D-1

7.0 PAVEMENT REPLACEMENT AND TRAFFIC MARKINGS

7.1 Pavement cuts may be authorized from May 1st to September 30th and will only be permitted on an emergency basis from October 1st through April 30th unless the Regional Utilities Engineer approves a request for exception. Planned pavement cuts must be repaired by September 30th. No more than 2500 feet of pavement by project stationing can be disturbed without final repair

7.2 All asphalt cuts shall be permanently repaired with hot asphalt. Asphalt concrete pavement shall be Type II, Class B installed in conformance with Section 401 of the Alaska DOT&PF Standard Specifications dated 2002. The proposed job mix design shall be submitted for review and approval by the department.

7.3 If the edge of the pavement is damaged during this construction the permittee shall have his contractor replace the pavement to the centerline of the roadway at least 10 feet each side of the damaged area. If the damage is intermittent and less than 50 feet between damaged areas the permittee shall make the repair continuous to cover the damage.

7.4 For service crossings, pre-saw the area to be excavated. After completion of the utility, saw back the existing pavement a minimum of 1-1/2' over undisturbed earth on each side of the trench. Install 6" of asphalt installation hot mix which shall be spread and compacted in layers. The top layer shall not exceed a 2" compacted depth. Paint the entire area of all top-lift longitudinal joints with a 1/8" thick band of polymerized bituminous joint adhesive prior to placement the abutting lanes. The modified joint adhesive materials shall be Crafcro Pavement Joint Adhesive No. 34524, or an approved equal. The temperatures and application method of the joint adhesive shall be per manufacturer's recommendations.

7.5 For lane replacement, pre-saw the area of pavement effected by the utility installation. Cut the pavement so that the edges are vertical, the sides are parallel and the ends are perpendicular to the direction of traffic. The depth of pavement to be replaced will match the depth of the existing pavement unless otherwise specified. The pavement will be spread in layers not to exceed 2" to the seam nearest the centerline of the roadway. Paint the entire area of all top-lift longitudinal joints with a 1/8" thick band of polymerized bituminous joint adhesive prior to placement the abutting lanes. The modified joint adhesive materials shall be Crafcro Pavement Joint Adhesive No. 34524, or an approved equal. The temperatures and application method of the joint adhesive shall be per manufacturer's recommendations.

7.6 If the contract quantity is less than 1500 tons, the asphalt concrete pavement will be accepted based upon the engineers approval of the job mix design and the placement and compaction of the asphalt concrete to the specified depth and finished surface requirements and tolerances. The engineer's approval of the job mix design does not relieve the permittee or their contractor from the responsibility to produce the approved mix and is subject to field verification testing for oil content, density and gradation. The gradation, density and asphalt content shall be determined in accordance with section 410-4.02. If a calibrated nuclear content gauge is not available, asphalt content of the mix may be determined by extraction in accordance with AASHTO T-164. A minimum of two tests shall be taken for each approved mix design or as designated by the engineer.

7.7 The finished pavement surface will be tested after final rolling at selected locations using a 16-foot straightedge. Variations of more than 3/16 inch from the testing edge between any two contacts will be corrected.

7.8 Temporary Patches

a. A Polymer modified cold mix asphalt or concrete patch may be used as a temporary patch subject to written approval of the Regional Utilities Engineer. The temporary patch will be replaced as soon as hot asphalt is available. For crossings, saw back existing pavement a minimum of 1' over undisturbed earth on each side of the trench. Paint edges with STE-1 tack coat and install 4" of polymer-modified cold asphalt. Damage to the pavement surface at locations other than crossings will be repaired by replacement of asphalt to the seam nearest centerline of the roadway with 4" of polymer-modified cold asphalt. All edges are to be saw cut and painted with STE-1 tack coat. The polymer-modified cold asphalt shall be spread and compacted in 2" lifts, each compacted to a minimum of 94% of maximum density. Asphalt patch density shall be field controlled utilizing a calibrated nuclear densometer at two locations per patch. Field testing results shall be certified by a registered engineer and forwarded to DOT&PF.

b. Temporary concrete patches shall be a minimum of 6" thick with 6" x 6", 6 gage wire mesh or suitable reinforcing steel installed 3" below the finished grade. Concrete shall be Class A, six sack mix, with a slump range of 2"-4".8

7.9 Asphalt concrete mixture that becomes contaminated with foreign material, is segregated or is in any way determined to be defective will be removed. Defective materials will be removed for the full thickness of the course.

7.10 The Permittee shall replace all damaged or removed pavement markings in kind.

8.0 DRAINAGE

8.1 The Permittee shall be responsible for assuring that all water entering the Department's storm drain facility meets the minimum criteria for water quality standards as set forth in the Alaska Administrative Code(18 AAC 70.010-.110).

8.2 The Permittee shall maintain existing drainage patterns during construction of the Facility. Ditches will be restored to the originally designed flow lines unless otherwise agreed to by the Department.

8.3 The Permittee shall be responsible for all erosion control prior to slopes becoming stabilized.

8.4 The Permittee is responsible for installing and maintaining BMPs required by the NDPES permit throughout the duration of the project.

8.5 The Permittee shall notify the Department of Transportation of drainage problems caused by the work under this Permit and will remedy the problem as directed by the Department of Transportation.

8.6 The Permittee shall replace all culverts damaged by work under this Permit with a culvert. of the same size, or 18-inch, whichever is greater.

9.0 RIGHT OF WAY PROTECTION, MAINTENANCE, AND RESTORATION

11.1 The Permittee shall cleanup within one day behind installation of the facility. The Permittee will not be allowed to trench or plow more than can be cleaned up the following day.

11.2 The Permittee or their contractor shall immediately repair any damage of existing utilities, storm drainage or other highway structures caused as a result of construction authorized by this permit.

11.3 Heavy tracked equipment operation will not be permitted on a paved roadway or shoulder, unless approved in writing by the Regional Utilities Engineer. If approved, planking or rubber tires shall be utilized between the vehicle tracks and the pavement. The Permittee shall repair damage to the pavement as a result equipment operation as directed by the Department.

11.4 The Permittee or his contractor will be responsible for winter and spring maintenance of the road shoulders, ditch lines, backslopes, road surfaces, taxiways, and runways that have not been left in a neat and clean condition, satisfactory to the Maintenance Section of the Department of Transportation.

11.5 The Permittee shall dispose of trees, brush or other natural growth by mechanical chipping or hauling away. Stumps and grubbing piles shall be loaded and hauled to a disposal site outside the Department's right of way. Trees left for the public shall be limbed and stacked in a location where loading does not interfere with the safe operation of the travel way.

11.6 Guardrail that is removed or damaged during construction shall be replaced in accordance with Section 606 AKDOT&PF Standard Specifications dated 2004, and Standard Drawings Manual.

11.7 Any Survey monument or monument accessory that will be disturbed or destroyed during construction of the Facility shall be referenced prior to beginning work, and restored or replaced by a Registered Land Surveyor licensed in accordance with AS 34.65.040. All monument records shall be reviewed by the Department prior to filing with the District Recorder.

11.8 Highway signs that are in conflict with construction shall be relocated on a temporary basis and reinstalled at the original location as soon as possible. Signs that are damaged during construction shall be replaced in kind to the Department's standards, and at no cost to the Department.

11.9 The Permittee shall replace all curbs and gutters to an existing undisturbed joint.

11.10 The Permittee shall maintain all roadways, pedestrian and bicycle facilities affected by the pavement removal in a smooth and passable condition at all times.

11.11 The Permittee shall provide street sweeping to keep free of loose material all paved portions of the roadway and haul routes open to the public, including sections of roadway off the project where your operations have deposited loose material. Use a street sweeper that can collect materials rather than eject them on the shoulder of the road.

11.12 The Permittee shall furnish, haul, and place water for dust control and pavement flushing. Use water trucks that can provide a high-pressure water stream to flush the pavement and a light-water spray to control dust. If the flushing operations contaminate or fill adjacent catch basins, clean and restore them to their original condition. Pavement flushing and dust control is required in sections off the project where flushing is required.

11.13 Upon completion of the work within the State right-of-way or State property, the Permittee shall remove all equipment, dispose of all waste material and shall leave the premises in a neat and clean condition satisfactory to the Department of Transportation.

10.0 TOPSOIL AND SEEDING

10.1 The Permittee shall replace and restore all vegetation disturbed. Unless otherwise required, re-vegetation shall consist of establishing seeded grassed slopes over the disturbed ground. The Permittee shall use all means necessary to maintain and protect the disturbed slopes from erosion until such time as the vegetation is established.

10.2 The Permittee shall replace any topsoil lost as a result of construction under this permit.

10.3 The Permittee shall re-seed all areas within the Department's right-of-way disturbed by work under this permit with a seed mix approved by the Department.

10.4 The Permittee shall re-grade all disturbed areas to blend with the existing ground surface and re-seed after completing backfill of pipe.

10.5 If re-seeding is not complete by August 15th, then re-shaping of all disturbed areas shall be completed by July 1st of the following year. The Permittee is responsible for all erosion control measures and cleaning of ditches and culverts.

11.0 OVERHEAD FACILITIES

11.1 New and relocated aerial facilities shall maintain a minimum vertical clearance of twenty feet (20') in all locations within the right of way. (17 AAC 15.201)

11.2 The Permittee shall install guy guards on all down guys installed within the right of way.

11.3 The Permittee shall remove all overhead lines abandoned as the result of this Permit.

11.4 Guy/Anchor attachment shall not be located within clear zone.

12.0 UNDERGROUND FACILITIES

12.1 The depth of burial for underground facilities constructed or installed under pavement, roadway or runway surfaces must be at least four feet measured from the surface of the pavement to the top of the cable, conduit, pipeline or encasement.

12.2 Underground facilities constructed under other surfaces, including unlined ditches must be buried at least three feet, measured in any direction from the surface to the top of the cable, conduit, pipeline or encasement.

12.3 The Permittee shall place buried caution tape one foot directly above the Facility being installed.

12.4 The Permittee shall obtain locates for any existing traffic signals, traffic interconnect cables, street light facilities, or FAA cables prior to construction. Damages shall be repaired and restored to working order within eight hours at the Permittee's expense. Any splice must be located within a Type II Junction Box or as directed by the Department.

13.0 WARRANTY

13.1 Warrant and Warranty, for the purposes of this Permit, shall mean the Department's concurrence block authority on any warranty release issued by the Permittee.

13.2 The Permittee shall warrant the materials and workmanship of the road, and road right-of-way, to ensure completion of the construction, including the restoration of surfacing, slopes, slope treatment, drainage facilities, pathways, and right-of-way cleanup for the warranty period.

13.3 The Department will notify the Permittee of any surface deformity. The Permittee shall prepare a corrective action plan for review and approval by the Department. The corrective action plan shall include:

- a) A methodology to determine if the pavement surface deformation is due to subsurface forces, such as subsidence or drainage, and;
- b) A proposal for correcting the surface variation.

13.4 The Permittee shall remedy promptly, without cost to the Department, any and all defects in materials and workmanship resulting from defective materials and workmanship. If the defect, in the opinion of the Department, is of such a nature as to demand immediate repair, the Department shall have the right to take corrective action and the cost thereof shall be borne by the Permittee.

13.5 The Permittee or his designee and the Department shall perform construction inspection of the road. The Permittee or his designee shall handle any coordination with respect to inspection activities involving both the Department and Permittee.

13.6 The Warranty period shall mean a period of two (2) years from the acceptance of the road. The Warranty shall remain in effect until final inspection and acceptance by the Department.

14.0 RELEASE OF WARRANTY

14.1 The Permittee and the Department shall perform an inspection prior to the end of the warranty period. The Permittee or his designee is responsible to schedule and coordinate with the Department the final warranty inspection. The Permittee shall correct any defect in the work revealed by the warranty inspection.

14.2 Upon the Permittee's satisfactory performance of all its obligations under this Permit, the Department shall execute a written statement acknowledging performance and release of the warranty obligations. Release of the warranty shall not release the Permittee of all other provisions of the permit.

14.3 Any damage to the roadway prism, fill slopes, ditches, backslopes, structures or underground utilities determined to be a result of work authorized by this permit that becomes apparent within two (2) years after project completion and acceptance by the department shall be repaired by the Permittee.

15.0 MAINTENANCE AND OPERATIONS

15.1 The permittee shall perform routine maintenance on the utility facility on a continuing basis. Routine maintenance may be performed without prior notification of the department however closure of a highway, pedestrian facility, pathway, sidewalk or creating a detour to perform routine maintenance must be specifically authorized by permit. The permittee shall apply for an annual lane closure permit to cover routine maintenance operations. Prior authorization must be obtained from the department before performing any maintenance that requires excavation, plowing, jacking or boring within the right of way.

15.2 The Permittee may perform emergency maintenance without prior notice to the department as long as appropriate traffic control is established and maintained. If the project requires major reconstruction and or placement of traffic control devices for an extended period a lane closure permit is required. If the road surface is affected by the emergency maintenance, contact the local maintenance foreman as soon as possible and place pavement break warning signs in advance of the site until such time as the pavement has been repaired.

15.3 The Permittee is responsible for maintenance and adjustment of manhole frames, valve boxes, junction boxes or other structures located in the pavement or sidewalk.

15.4 The Permittee shall apply for a new utility permit if the facility authorized by this permit is to be reconstructed or modified substantially. If the proposed modifications are not substantial, the permittee need only apply for an amended permit. A utility permit application is required for all new service connections.

In consideration of the benefits accruing to the Permittee by reasons of the foregoing agreement, this permit is hereby accepted by the Permittee and the Permittee hereby agrees to comply with all of the terms, provisions, conditions, stipulations therein contained. Dated this _____ day of _____, 20 _____

City and Borough of Juneau

By: [Signature]

Title: Chief Engineer

Attest: _____

Title: _____

ACKNOWLEDGEMENT OF
COMPANY OR PERMITTEE

STATE OF ALASKA)
_____ JUDICIAL DISTRICT)ss

BE IT REMEMBERED that on this _____ day of _____, 20 _____, before me the undersigned, a Notary Public of the State of Alaska, personally appeared

John Bohan

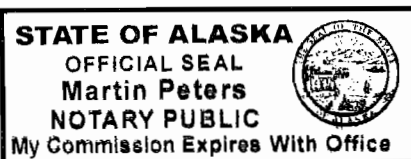
and

both to me personally known and known to me to be the identical individuals named in and who executed the foregoing permit, and acknowledged the said instrument to be the free and voluntary act and deed of the above named company for the uses and purposes therein expressed and on oath stated that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

My Commission Expires: with Office

[Signature]
A Notary Public



The State of Alaska, acting by and through its Department of Transportation and Public Facilities has caused this Utility Permit to be executed on this 12th day of APRIL, 20 13

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

Southeast Region

By: [Signature]
Title: Regional Utility Engineer

ACKNOWLEDGEMENT OF DEPARTMENT

STATE OF ALASKA)
1 st. JUDICIAL DISTRICT)ss

BE IT REMEMBERED that on this 12th day of APRIL, 20 13, before me, the undersigned, a Notary Public of the State of Alaska, personally appeared

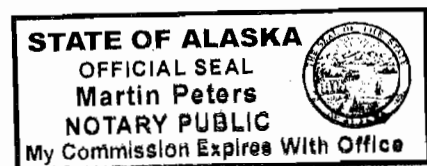
Cynthia Gwaithney

of the Department of Transportation and Public Facilities known to me to be the identical individual who executed the foregoing permit, and he acknowledged to me that he executed the same for and on the behalf of the State of Alaska Department of Transportation and Public Facilities with full authority so to do, and for uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office the day and year first above written.

My commission Expires: with Office

[Signature]
A Notary Public



SECTION 00853 – STANDARD DETAILS

PART 1 - GENERAL

1.1 STANDARD DETAILS

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

<u>Number</u>	<u>Name of Detail</u>
103A	Driveway for Streets Without Curb & Gutter
111A	Concrete Sidewalk, Type I Curb & Gutter
116	Cantilevered Single Mailbox
117	Cantilevered Gang Mailbox
125	Pavement Resurfacing and Trench Detail
203	Sanitary Sewer Manhole Types I & II
205	Manhole Heights
206 A	Standard Manhole Cover & Frame
209	Manhole Connection Details
213	Sanitary Sewer Service Lateral
215	Sanitary Sewer Crossing
216	Pressure Sanitary Sewer Service Lateral
311	Silt Fence
312	Rock Check Dam
406A	Water Service
412	Rigid Insulation
414B	Horizontal and Concave Upward Thrust Block

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used) answer

END OF SECTION

PROJECT MANUAL

AUKE LAKE SEWER 2013 L.I.D. 96 WEST MENDENHALL VALLEY SEWER EXPANSION

Juneau, Alaska

CBJ Contract No. E13-225

April 16, 2013



R&M ENGINEERING, INC.

6205 Glacier Highway
Juneau, Alaska 99801
Phone (907) 780-6060
Fax (907) -780-4611
m-story@rmjuneau.com

SPECIAL PROVISIONS

Please perform a full technical review of the plans specifications and estimate The Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition, with twelve errata sheets and as published by the City and Borough of Juneau, is part of these Contract Documents and shall pertain to all phases of the contract. The Standard Specifications for Civil Engineering Projects and Subdivision Improvements December 2003 Edition, is available for a fee from the City and Borough of Juneau Engineering Contracts Office, (907) 586-0490, or you may view them online at: www.juneau.org/engineering.

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SPECIAL PROVISIONS

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 GENERAL

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK covered in the Contract Documents generally includes: The construction of an 1.5" to 3" force main to service the Glacier Highway area from the Auke Lake water tower, located 0.1 miles past mile post 11 Glacier Highway to the intersection with Fritz Cove Road and Auke Lake Way.

The Project includes approximately 2,135 feet of 1.5" to 3" diameter HDPE pressure sewer pipe, 15 sanitary sewer services, 1 sewer manhole, 2 air release valves, 2 flush ports, 1 water service, seeding restoration work and other miscellaneous work as necessary or/as shown on the Plans.

- B. SITE OF WORK. The site of the WORK is within Glacier Highway Right-of-Way. The Beginning of Project (BOP) is located at the intersection of the water tower access road with Glacier Highway, approximately 945 feet north of Wilma Avenue and the End of Project (EOP) is located approximately at the intersection of Glacier Highway with Auke Lake Way.

1.3 WORK BY OTHERS

- A. The CONTRACTOR's attention is directed to the fact that work may be conducted at the site by other contractors during the performance of the WORK under this contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the WORK of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.
- B. Interference with Work On Utilities. The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

SPECIAL PROVISIONS

1.4 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the Project site shall include construction operations in those areas identified on the Drawings.

1.5 OWNER USE OF THE PROJECT SITE

- A. The OWNER may utilize all or part of the existing site during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the ENGINEER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operation at the same time. In any event, the OWNER shall be allowed access to the Project site during the period of construction.

1.6 PROJECT MEETINGS

A. Pre-Construction Conference

- 1. Prior to the commencement of WORK at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR's Project Manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:
 - a. ENGINEER and Inspector.
 - b. Representatives of OWNER.
 - c. Governmental representatives as appropriate.
 - d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.
- 2. Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring to the Pre-Construction Conference one copy each of the following:
 - a. Plan of Operation.
 - b. Project Overview Bar Chart Schedule.
 - c. Procurement schedule of major equipment and materials and items requiring long lead time.
 - d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.
 - e. Name and telephone number of CONTRACTOR's Project Supervisor.
 - f. Traffic Control Plan and CBJ Right-of-Way permit.
 - g. Erosion and Sediment Control Plan.

SPECIAL PROVISIONS

3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedure for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date. The CONTRACTOR should be prepared to discuss all of the items listed below:
 - a. Status of CONTRACTOR's insurance and bonds.
 - b. CONTRACTOR's tentative schedules.
 - c. Transmittal, review, and distribution of CONTRACTOR's submittals.
 - d. Processing applications for payment.
 - e. Maintaining record documents.
 - f. Critical WORK sequencing.
 - g. Field decisions and Change Orders.
 - h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.
 - i. Major equipment deliveries and priorities.
 - j. CONTRACTOR's assignments for safety and first aid.
4. The OWNER will preside at the Pre-Construction Conference and will arrange for keeping and distributing the minutes to all persons in attendance.
5. The CONTRACTOR and its Subcontractors should plan on the conference taking no longer than three hours. Items listed in paragraph 3 will be covered as well as a review of the Drawings and Specifications with the ENGINEER and OWNER.

B. Progress Meetings

1. The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by the ENGINEER, or as required by the progress of the WORK. The CONTRACTOR, ENGINEER, and all Subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.
2. The ENGINEER shall conduct the meeting and will arrange for recording and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the CONTRACTOR is required to present any issues which may impact the WORK, with a view toward resolving these issues expeditiously.

1.7 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS

- A. The following words have the meaning defined in the Technical Portions of the WORK:
 1. Furnish - means to supply and deliver to the site, to unload and unpack ready for assembly, installation, testing, and start-up.

SPECIAL PROVISIONS

2. Indicated - is a word used to direct the CONTRACTOR to information contained on the drawings or in the Specifications. Terms such as “shown”, “noted”, “scheduled”, and “specified” also may be used to assist in locating information but no limitation of location is implied or intended.
3. Install - defines operations at the site including assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, ready for the OWNER’s use.
4. Installer - a person or firm engaged by the CONTRACTOR or its subcontract, or any Subcontractor, for the performance of installation, erection, or application WORK at the site. Installers must be expert in the operations they are engaged to perform.
5. Provide - is defined as furnish and install, ready for the intended use.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Add the following Section:

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SCOPE

- A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items for WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) and Occupational Safety and Health Standards of the Alaska Department of Labor, Division of Labor Standards and Safety.
- B. No separate payment will be made for any Pay Item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.
- C. In addition to the other incidental items of WORK listed elsewhere in the contract, the following items shall also be considered as incidental to other items of WORK under this contract:

SPECIAL PROVISIONS

1. Maintenance of all services through the Project area including power, water, storm and sanitary sewers, garbage pickup, Care-a Van service, USPS, bus service and emergency vehicles.
2. Traffic control, traffic control plan, including flaggers, and installation and maintenance of traffic control devices in accordance with the Manual of Uniform Traffic Control devices – Millennium Edition (MUTCD) and the current AKDOT&PF supplements.
3. Repair or replacement of existing adjacent facilities including piping, landscaping, steel, timber, concrete and asphalt items.
4. Final clean-up and site restoration.
5. All WORK necessary for coordination of work to be accomplished by the private utility companies and property owners within the Project limits.
6. Removal and replacement of survey monuments and markers disturbed during construction, whether shown on the Drawings or not.
7. Watering of Glacier Highway as necessary for dust control.
8. All temporary shoring and protection of existing utility poles and appurtenances on the project to allow installation of underground utilities.
9. All erosion and pollution control WORK.
10. All side slope grading beyond sidewalks or curbing.

1.2 MOBILIZATION (Pay Item No. 1505.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Mobilization will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Payment for Mobilization will be made at the amount shown on the Bid Schedule under Pay Item No. 1505.1, which payment will constitute full compensation for all WORK described in Section 01505 - Mobilization, as shown on the Drawings and as directed by the ENGINEER.
- C. Partial payments will be made as the WORK progresses as follows:
 1. When 5% of the total original contract amount is earned from other Pay Items, 50% of the amount bid for Mobilization, or 5% of the original contract amount, whichever is lesser, will be paid.
 2. When 10% of the total original contract amount is earned from other Pay Items, 100% of the amount bid for Mobilization, or 10% of the original contract amount, whichever is lesser, will be paid.
 3. Upon completion of all WORK on the Project, payment of any amount bid for Mobilization in excess of 10% of the total contract amount will be paid.

1.3 EROSION AND SEDIMENT CONTROL (Pay Item No. 1570.1) PRICE BASED ON LUMP SUM PAY UNIT

- A. Measurement for payment for Erosion and Sediment Control will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.

SPECIAL PROVISIONS

- B. WORK under this Pay Item includes obtaining all necessary permits for storm water control as required by Alaska Department of Environmental Conservation and the Environmental Protection Agency. This includes furnishing, installing and maintaining all measures required by these permits. This also includes sweeping and vacuuming of Glacier Highway and the intersecting side streets within the Project limits that are paved.
 - C. Payment for Erosion and Sediment Control will be made at the amount named in the Bid Schedule under Pay Item No. 1570.1, which payment will constitute full compensation for all WORK described in Section 01570 – Erosion Control, as shown on the Drawings and as directed by the ENGINEER.
- 2.1 CLEARING AND GRUBBING (Pay Item No. 2201.1) PRICE BASED ON LUMP SUM PAY UNIT
- A. Payment for Clearing and Grubbing will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
 - B. Payment for Clearing and Grubbing will be made at the amount named in the Bid Schedule under Pay Item No. 2201.1, which payment will constitute full compensation for all WORK described in Section 02201 – Clearing and Grubbing, as shown on the Drawings and as directed by the ENGINEER.
- 2.2 6 INCH MINUS SHOT ROCK BORROW (Pay Item No. 2202.1) PRICE BASED ON QUANTITY, CUBIC YARD
- A. Imported back fill will be measured by the cubic yard in final position on the basis of neat-lines as follows:
 - 1. Width shall be nominal diameter of pipe to be installed plus two feet.
 - 2. Depth shall be from original ground to the design elevation shown on the Plans, or to the actual depth excavated, whichever is less, except when additional depth is more than two-feet below the pipe invert, and is authorized in writing by the ENGINEER.
 - 3. Length shall be measured along the centerline of the trench within the limits shown on the Plans, or as authorized by the ENGINEER.
 - B. Payment for 6-Inch Minus Shot Rock Borrow will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2202.1, which payment will constitute full compensation for all WORK described in Section 02202 - Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.3 SIDESLOPES AND DITCH GRADING (Pay Item No. 2202.2) PRICE BASED ON LUMP SUM
- A. Measurement for payment for Sideslopes and Ditch Grading will be based on the completion of the entire WORK as a Lump Sum Pay Unit, complete, including all excavation and placement of usable material from excavation into the sideslopes and ditch swale areas, all in accordance with the requirements of the Contract Documents.

SPECIAL PROVISIONS

- B. This Pay Item will include all WORK, including excavation, backfill with suitable material from roadway and trench excavation, and all grading outside the roadway sub-cut limits as necessary to construct sideslopes, drainage swales, and other graded areas as shown on the Drawings and as directed by the ENGINEER.
 - C. Payment for Sideslopes and Ditch Grading will be made at the amount named in the Bid Schedule under Pay Item No. 2202.2, which will constitute full compensation for all WORK described in section 02202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.5 MINING AREA RESTORATION AND ROAD CLEANING GUARANTEE (Pay Item No. 2202.4) PRICE BASED ON CONTINGENT SUM PAY UNIT
- A. Measurement for this Item will be made as a Contingent Sum Pay Unit for completion of Mining Area Restoration and Road Cleaning Guarantee.
 - B. The CONTRACTOR shall be responsible for removal of dirt, mud, rocks and other debris from CBJ and State Right-of-Ways accumulated from the hauling and quarry operations. It is the intent that the traveled public way be kept as clean as practical to minimize dust and to avoid unsafe traffic conditions. If the CONTRACTOR fails to perform necessary road cleaning, the CBJ may hire outside forces to perform the work and deduct the cost from this contingent sum item.
 - C. Release of final payment for Mining Area Restoration and Road Cleaning Guarantee will be made upon determination of completeness by the ENGINEER after deduction of OWNER incurred costs, if any, necessary road cleaning not completed by the CONTRACTOR.
 - D. Payment for Mining Area Restoration and Road Cleaning Guarantee will be made at the amount named in the Bid Schedule under Pay Item No. 2202.4, which payment will constitute full compensation for all WORK described in Section 02202 – Excavation and Embankment, as shown on the Drawings and as directed by the ENGINEER.
- 2.6 TRENCHING (Pay Item No. 2203.1) PRICE BASED ON QUANTITY, CUBIC YARD
- A. Measurement for payment for TRENCHING will be based on the number of cubic yards of unclassified material actually excavated as determined by neat lines as follows:
 - 1. Width shall be nominal diameter of pipe to be installed plus two feet, except for two pipes in the same trench, width shall be total of nominal diameters of both pipes plus 2'-6".
 - 2. Depth shall be from original ground to the design elevation shown on the Drawings, or to the actual depth excavated, whichever is less, except when additional depth is authorized in writing by the ENGINEER.
 - 3. Length shall be measured along the centerline of the trench within the limits shown on the Plans, or as authorized by the ENGINEER.

SPECIAL PROVISIONS

- B. Bedding will not be measured for payment, but will be considered incidental to other work under the contract.
 - C. Backfill will not be measured for payment, but will be considered incidental to other work under the contract.
 - D. Trenching will be measured only for the force main sewer. No measurement for trenching will be made for sanitary sewer manholes, sanitary sewer services, air release valves, or other related items requiring trenching identified in the construction documents.
 - E. Removal of stumps, roots, logs or other debris which may be encountered during trenching, including those that extend beyond the neat line pay limits, will be considered incidental to other items under the contract.
 - F. Under this section, any excavation beyond the neat line previously described, trench bracing, dewatering, grading to prevent surface water from entering the trench, or hauling material to waste sites, will not be measured for payment, but will be considered incidental to other items under the contract.
 - G. Payment for Trenching will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2203.1, which payment will constitute full compensation for all work described in SECTION 02203-TRENCHING, as shown on the Drawings and as directed by the ENGINEER.
- 2.7 ADDITIONAL TRENCHING (Pay Item No. 2203.2) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Blasting will not be allowed.
 - B. Additional Trenching will be measured for payment per linear foot of trenching for sewer pipe or sewer service that is trenched to install the pipe in accordance with the lines and grades, as shown on the Drawings, and as directed by the ENGINEER.
 - C. Additional Trenching will be measured for payment where dense glacial till and bed rock is found within 6-inches of the invert of the pipe that cannot be removed with the excavation equipment (includes use of excavation bucket and bucket-mounted rippers, but excludes impact chisel attachment) being used for sewer item installation.
 - D. Additional Trenching will be measured following completion of the excavation to the bottom of the trench at which time the ENGINEER will verify the presence of dense glacier till and bed rock along the trench and take measurements of the actual length and width of trenching.
 - E. Payment for Additional Trenching will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2203.2, which will constitute full compensation for all WORK described in Section 02203-TRENCHING, and as shown on the Drawings, or as described by the ENGINEER.

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2.8 IMPORTED BACKFILL (Pay Item No. 2203.3) PRICE BASED ON QUANTITY, CUBIC YARD

- A. Imported back fill will be measured by the cubic yard in final position on the basis of neat-lines as follows:
 - 1. Width shall be nominal diameter of pipe to be installed plus two feet.
 - 2. Depth shall be from original ground to the design elevation shown on the Plans, or to the actual depth excavated, whichever is less, except when additional depth is more than two-feet below the pipe invert, and is authorized in writing by the ENGINEER.
 - 3. Length shall be measured along the centerline of the trench within the limits shown on the Plans, or as authorized by the ENGINEER.
- B. Payment for Imported Backfill will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2203.3, which payment will constitute full payment for all WORK described in Section 02203 –TRENCHING, as shown on the Drawings and as directed by the ENGINEER.

2.9 SHEETING, SHORING AND BRACING (Pay Item No. 2203.4) PRICE BASED ON LUMP SUM

- A. Measurement for payment for Sheeting, Shoring and Bracing will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
- B. Prior to commencing sheeting, shoring and bracing, the CONTRACTOR shall have an approved detailed plan of sheeting, shoring and bracing operations. The plan shall be submitted to the ENGINEER at least seven days prior to the date approval is desired. The CONTRACTOR's Sheeting, Shoring and Bracing plan shall address:
 - 1. Trench box or other approved shoring methods where asphalt removal is required.
 - 2. Trench box or other approved shoring methods where the excavation does not require pavement removal, but is over 10 feet in depth.
 - 3. Shoring and bracing approved by AEL&P of the light pole guy wire located at Base Line Station 15+29.47, Offset 42.39' LT.
- C. Payment for Sheeting, Shoring and Bracing will be made at the amount shown in the Bid Schedule under Pay Item No. 2203.4, which payment will constitute full compensation for completion of all planning, design, engineering fees, furnishing and constructing, and removal and disposal of such sheeting, shoring and bracing as a Lump Sum Unit, complete, as required under the provisions of any Permits, and in accordance with the latest safety requirements of the State of Alaska and Federal OSHA, so described in Section 02203- TRENCHING.

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2.10 BASE COURSE GRADING D-1 (Pay Item No. 2204.1) PRICE BASED ON QUANTITY, CUBIC YARD

- A. Base Course Grading D-1 shall be measured by the cubic yard delivered and placed in accordance with these Specifications. Said measurement may include moisture up to a maximum of 7.0% of dry weight of the material.
- B. When check tests by the ENGINEER indicate that moisture content in excess of 7.0% may be occurring, the frequency of testing will be increased as necessary and the results averaged. When the average tested moisture content is greater than 7.0%, the volume, as measured over the period tested, moisture shall be reduced by a percentage equal to the difference between the actual moisture content and 7.0%. No credit will be due the CONTRACTOR when moisture content is less than 7.0%. Samples for determination of moisture content shall be collected at the point of weighing.
- C. Water needed for compaction and added to the base material on the grade will be considered incidental.
- D. Payment for Base Course Grading D-1 will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2204.1, which payment will constitute full compensation for all WORK described in Section 02204 – Base Course, as shown on the Drawings and as directed by the ENGINEER.

2.11 FORCE MAIN SEWER PIPE, []-INCH HDPE (Pay Item Nos. 2401.1, 2401.2 and 2401.3) PRICE BASED ON QUANTITY, LINEAR FEET

- A. Force Main Sewer Pipe, []-Inch HDPE will be measured along the slope of pipe in feet, from center to center of manholes, from center of manholes to end of pipe, or to limits as shown on the Drawings. The aggregate laid lengths of wyes will not be deducted from lengths of pipe so measured.
- B. Cleaning and testing sewer pipe will not be measured for payment, but will be considered incidental to other work under Section 02401 – Sanitary Sewer Pipe.
- C. Trenching, imported backfill and sheeting, shoring and bracing will be paid for at the respective pay items. All other work required shall be considered incidental to other work.
- D. Payment for Force Main Sewer Pipe, 1.5-Inch HDPE will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2401.1, which payment will constitute full payment for all WORK described in Section 02401 –Sanitary Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.
- E. Payment for Force Main Sewer Pipe, 2-Inch HDPE will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2401.2, which payment will constitute full payment for all WORK described in Section 02401 –Sanitary Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.

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- F. Payment for Force Main Sewer Pipe, 3-Inch HDPE will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2401.3, which payment will constitute full payment for all WORK described in Section 02401 –Sanitary Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.
- 2.12 SERVICE LATERALS, HDPE FORCE MAIN (Pay Item No. 2401.4) PRICE BASED ON QUANTITY, EACH
 - A. Service Laterals, HDPE Force Main will be measured per each, complete in place, including pipe, fittings, and install new sewer services, trench excavation, bedding, backfill, sheeting and bracing, dewatering, marking, cleaning and testing, and all other items necessary for a complete installation.
 - B. Payment for Service Laterals, HDPE Force Main will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2401.5, which payment will constitute full compensation for all WORK described in the Sections 02401 – Sanitary Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.
- 2.13 FLUSH PORT (Pay Item No. 2401.5) PRICE BASED ON QUANTITY, EACH
 - A. Flush Ports will be measured per each, complete in place, including pipe, and cast iron frame and cover, fittings, trench excavation, bedding, backfill, sheeting and bracing, dewatering, marking, cleaning and testing, and all other items necessary for a complete installation.
 - B. Payment for Flush Ports will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2401.6, which payment will constitute full compensation for all WORK described in the Sections 02401 – Sanitary Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.
- 2.14 FORCE MAIN CONNECTION, VENT MANHOLE (Pay Item No. 2402.1) PRICE BASED ON QUANTITY, EACH
 - A. Force Main Connection, Vent Manhole will be measured per each, complete in place, including all earthwork, venting, water proofing and frame and lid assemblies and concrete collar, if required.
 - B. Payment for Force Main Connection, Vent Manhole will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2402.1, which payment will constitute full compensation for all WORK described in Section 02402 - Sanitary Sewer Manholes and Cleanouts, as shown on the Drawings and as directed by the ENGINEER.
- 2.15 18-INCH PIPE CULVERT (Pay Item No. 2501.1) PRICE BASED ON QUANTITY, LINEAR FOOT
 - A. 18-Inch Pipes Culverts, including all coupling bands, bends and other items necessary for the proper joining of the culvert pipe sections, will be measured by the staked length in linear feet.

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- B. Pipes for storm drains shall be measured by the staked length, from center to center of structures or to ends of pipe if no structure is present. No deduction shall be made for footage through inlets, catch basins or manholes.
 - C. Branch connections, coupling adapters and bends will be included in the linear foot measurement for conduit.
 - D. Trench excavation, bedding, backfill and imported backfill will not be measured for payment, but will be considered incidental to other WORK.
 - E. Installing CPP end caps or pvc end caps and field marking of storm sewer services shall not be measured for payment and will be considered incidental to other WORK under this Section.
 - F. Payment for 18-Inch Pipe Culvert will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2501.1, which payment will constitute full compensation for all WORK described in Section 02501 - Storm Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER.
- 2.16 24-INCH PIPE CULVERT (Pay Item 2501.2) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. 24-Inch Pipes Culvert, including all coupling bands, bends and other items necessary for the proper joining of the culvert pipe sections, will be measured by the staked length in linear feet.
 - B. Pipes for storm drains shall be measured by the staked length, from center to center of structures or to ends of pipe if no structure is present. No deduction shall be made for footage through inlets, catch basins, or manholes.
 - C. Branch connections, coupling adapters and bends will be included in the linear foot measurement for conduit.
 - D. Trench excavation, bedding, backfill and imported backfill will not be measured for payment, but will be considered incidental.
 - E. Field locating, exposing, cutting and capping of existing lines as shown on the Drawings shall not be measured for payment and will be considered incidental.
 - F. Payment for 24-Inch Pipe Culvert will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2501.2, which payment will constitute full compensation for all WORK described in Section 02501 – Storm Sewer Pipe, as shown on the Drawings and as directed by the ENGINEER
- 2.17 AIR RELEASE VALVES (Pay Item No. 2604.1) PRICE BASED ON QUANTITY, EACH
- A. Air Release Valves will be measured per each, complete in place, including pipe, and cast iron frame and cover, fittings, and install air vault, trench excavation, bedding, backfill, sheeting and bracing, dewatering, marking, cleaning and testing, and all other items necessary for a complete installation.

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- B. Payment for Air Release Valves will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2604.1, which payment will constitute full compensation for all WORK described in the Sections 02604 – Air Release Valves, as shown on the Drawings and as directed by the ENGINEER.
- 2.18 2-INCH WATER SERVICE (Pay Item No. 2605.1) PRICE BASED ON QUANTITY, EACH
 - A. Measurement for payment for 2-Inch Water Service will be the actual number of water services satisfactorily installed from the water pipe to the property line or as shown on the Drawings and as directed by the ENGINEER.
 - B. A water service includes the curb stop, service box, corporation stop, thaw wires, service saddle, required fittings, warning tape, service pipe, connecting to water service pipe, and all WORK necessary to install the water service to the locations shown on the Drawings.
 - C. Trench excavation and backfill shall be considered incidental to the water service installation.
 - D. Payment for 2-Inch Water Service will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2605.1, which payment will constitute full compensation for all WORK described in Section 02605 – Water Services, as shown on the Drawings and as directed by the ENGINEER.
- 2.19 PIPE INSULATION (Pay Item No. 2607.1) PRICE BASED ON QUANTITY, BOARD
 - A. Measurement for payment of Pipe Insulation will be the actual number of 2" x 2' x 8' boards installed.
 - B. Payment for Pipe Insulation will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2607.1, which payment will constitute full compensation for all WORK described in Section 02607 – Pipe Insulation, as shown on the Drawings and as directed by the ENGINEER.
- 2.20 CONSTRUCTION SURVEYING (Pay Item No. 2702.1) PRICE BASED ON LUMP SUM PAY UNIT
 - A. Measurement for payment of Construction Surveying will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
 - B. Payment for Construction Surveying will be made at the amount named in the Bid Schedule under Pay Item No. 2702.1, which payment will constitute full compensation for all WORK described in Section 02702 – Construction Surveying, as shown on the Drawings and as directed by the ENGINEER.
- 2.21 REMOVE AND RESET MONUMENTS (Pay Item No. 2702.2) PRICE BASED ON QUANTITY, EACH
 - A. Measurement for payment of Remove and Reset Monuments, will be measured per each, complete and in place. This work shall also include a Registered

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Alaskan Surveyor completing and recording a State of Alaska Monument Recordation form upon resetting of the monument that was removed.

- B. Payment for Remove and Reset Monuments will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2702.2, which payment will constitute full compensation for all WORK described in Section 02702 – Construction Surveying, as shown on the Drawings and as directed by the ENGINEER.
- 2.22 SEEDING, HYDRAULIC METHOD, TYPE III (Pay Item No. 2710.1) PRICE BASED ON QUANTITY, SLURRY UNIT
- A. Seeding, Hydraulic Method, Type III will be measured for payment by the number of slurry units (to the nearest 1/10 unit) of mixture actually applied to the designated area as directed by the ENGINEER.
 - B. Payment for Seeding, Hydraulic Method, Type III will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2710.1, which payment will constitute full compensation for all WORK described in Section 02710 – Seeding, as shown on the Drawings and as directed by the ENGINEER.
- 2.23 REMOVE AND DISPOSE CULVERT PIPE (Pay Item No 2716.1) PRICE BASED ON LUMP SUM
- A. Measurement for payment for Remove and Dispose Culvert Pipe will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.
 - B. This WORK shall also include disposal of metal and CPP storm sewer pipes identified to be removed on the project. Existing concrete headwalls and metal trash racks are also included in this WORK and no separate payment will be made.
 - C. Payment for Remove and Dispose Culvert Pipe will be made at the amount named in the Bid Schedule under Pay Item No. 2716.1, which payment will constitute full compensation for all WORK described in Section 02716 – Remove and Dispose of Culvert Pipe, as shown on the Drawings and as directed by the ENGINEER.
- 2.24 A.C. PAVEMENT, TYPE II-A, CLASS B (Pay Item No. 2801.1) PRICE BASED ON QUANTITY, TON
- A. Asphalt Concrete Pavement, Type II-A, Class B will be measured by the ton.
 - B. No measurement will be made for asphalt concrete pavement that exceeds 12% more than the neat line quantity, as determined by the nominal design thickness multiplied by the actual area paved, with a conversion factor of 119.0 lbs. per square yard, per inch of thickness.

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- C. All resealing of joints with existing pavement, including those resealed after the pavement has cooled to ambient temperatures, will not be measured for payment, but will be considered incidental.
 - D. Tack Coat applied to existing joint surfaces and along edge of gutters prior to placement of asphalt concrete pavement, will be considered incidental.
 - E. Payment for Pay Item No. 2801.1 will be made at a maximum value of 75% of the Unit Bid Price until the fog seal coat and blotting sand has been applied and accepted by the ENGINEER. Upon acceptance of the fog seal coat application, the remaining balance for Pay Item No. 2801.1 will be paid with the following Pay Request.
 - F. Payment under Pay Item No. 2801.1 may include deductions in the final price if, after asphalt laboratory testing, the asphalt pavement does not meet the required specification. Deductions are further described in Section 02801 – Asphalt Concrete Pavement, Part 3 – Execution, Article 3.13 Acceptance Sampling and Testing, Paragraph K.
 - G. Payment for A.C. Pavement, Type II-A, Class B, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2801.1, which payment will constitute full compensation for all WORK described in Section 02801 - Asphalt Concrete Pavement, as shown on the Drawings and as directed by the ENGINEER.
- 2.25 REMOVE EXISTING ASPHALT SURFACING (Pay Item No. 2806.1) PRICE BASED ON QUANTITY, SQUARE YARD
- A. Removing asphalt surfacing, including leveling course, will be measured per square yard, complete, except that no measurement will be made for removing asphaltic surfacing less than one inch thick.
 - B. Removal of existing asphalt surfacing will be measured per top square yard, which will include full thickness of all layers of existing asphalt, including leveling courses and underlying pavement.
 - C. Payment for Remove Existing Asphalt Surfacing will be made at the Unit Price named in the Bid Schedule under Pay Item No. 2806.1, which payment will constitute full compensation for all WORK described in Section 02806 – Remove Existing Asphalt Surfacing, as shown on the Drawings and as directed by the ENGINEER.
- 3.1 CURB AND GUTTER, TYPE I (Bid Item 3303.1) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Curb and Gutter, Type 1, will be measured per linear foot actually installed, complete in place as shown on the Contract Documents. Measurement will be made along the face of the curb and will be continuous across alleys, curb units, and catch basins.

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- B. Payment for Curb and Gutter, Type I, will be made at the Unit Price named in the Bid Schedule under Pay Item No. 3303.1, which payment will constitute full compensation for all WORK described in Section 03303 – Sidewalk, Curb And Gutter, as shown on the Drawings, and as directed by the ENGINEER.
- 3.2 REMOVAL OF CURB AND GUTTER (Pay Item No. 3304.1) PRICE BASED ON QUANTITY, LINEAR FOOT
- A. Removal of Curb and Gutter will be measured for payment by the actual linear foot of concrete curb and gutter originally in place, removed and disposed of in accordance with the Contract Document.
 - B. Asphalt pavement found over concrete gutter will not be measured for payment but considered incidental to other items of WORK under this Section.
 - C. Payment for Removal of Curb and Gutter will be made at the Unit Price named in the Bid Schedule under Pay Item No. 3304.1, which payment will constitute full compensation for all WORK described in Section 03304 – Remove Existing Sidewalk, Concrete Slab, or Curb and Gutter, as shown on the Drawings and as directed by the ENGINEER.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01550 – SITE ACCESS AND STORAGE, PART 1 – GENERAL, Article 1.3, MAINTENANCE OF TRAFFIC, *revise paragraph M to read:*

- M. Special pedestrian detours are often necessary in areas adjacent to new construction due to demolition of existing sidewalks and other structures. The CONTRACTOR shall provide smooth, graded pathways, free of mud, muck and other materials that will be objectionable to people in street shoes. The pathways shall be a minimum of 36-inches wide, and shall be clearly marked with staking, warning ribbons, or other methods to guide pedestrians through the construction areas and to their residence walkways, if applicable.

Add the following Section:

SECTION 01570 – EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 THE REQUIREMENT

- A. The CONTRACTOR shall provide for erosion control during construction in accordance with the requirements of the Alaska Department of Environmental Conservation (ADEC). All discharge of pollutants and sedimentation from on-site drainage shall be caught on-site.
- B. Erosion Control includes preparation and maintenance of a Storm Water Pollution Prevention Plan (SWPPP), control of erosion, sedimentation and

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discharge of pollutants, in accordance with the ADEC Construction General Permit (CGP).

- C. The WORK under this section includes providing all labor, materials, tools and equipment necessary to construct and maintain temporary erosion control works; including but not limited to, wattles, silt fences, silt containment booms, settling ponds, check dams, ditches, etc.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials shall be suitable for the intended use and perform effectively to control silt and surface erosion. All materials shall remain the property of the CONTRACTOR.

PART 3 - EXECUTION

3.1 GENERAL

- A. The CONTRACTOR is responsible to prepare, submit and maintain a SWPPP, as required by the CGP, that is in accordance with their construction methodologies and sequences.
 - 1) For projects disturbing greater than 1 Acre, this requirement shall include submission of a Notice of Intent (NOI) to ADEC prior to beginning of WORK. Copies of the NOI and SWPPP shall also be submitted to the ENGINEER within 5 days of submittal to ADEC.
 - 2) For projects disturbing less than 1 acre, the SWPPP shall be submitted to the ENGINEER prior to the beginning of WORK; submittal to ADEC or an NOI are not required.
- B. WORK at the Project site will not be permitted until the above documents are submitted to the ENGINEER and acceptance of this plan has been obtained from the governing agency or agencies (if required by the CGP).
- C. The CONTRACTOR shall install temporary erosion control structures and devices as required by their SWPPP, prepared in accordance with the ADEC CGP. They shall be maintained in effective operating condition at all times. Prior to completion of work, the CONTRACTOR shall clean and remove all silt and debris from the settling pond and check dams.
- D. Temporary erosion control structures shall remain in place until the project is completed and replaced by permanent erosion control WORK, protected by final stabilization or until the ENGINEER approves their removal.

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- E. The CONTRACTOR shall be responsible for meeting the requirements of all permits (including permits naming the OWNER, or other parties); therefore, shall be responsible for the quality of the run-off water from the Project site and for any fines and/or penalties resulting from the construction operation.
- F. The CONTRACTOR shall submit NOT (Notice of Termination) at completion of the WORK and removal of all SWPPP items.

END OF SECTION

SECTION 01700 – PROJECT CLOSE-OUT, PART 1 - GENERAL, Article 1.3, FINAL SUBMITTALS, Paragraph A. ***Delete** Items 6, 7 and 8 and **replace with the following sub-paragraph:***

- 6. Compliance Certificate and Release, signed by the CONTRACTOR, shall be submitted to the Engineering Contract Administrator.

SECTION 01700 – PROJECT CLOSE-OUT, PART 1 – GENERAL, Article 1.3, FINAL SUBMITTALS. ***Add the following paragraph:***

- C. Before final payment, the CONTRACTOR shall provide the OWNER with clearance from the Alaska Department of Labor and Workforce Development for the CONTRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample form for this purpose is at the end of Section 00800 – Supplementary General Conditions.

SECTION 01700 – PROJECT CLOSE-OUT, PART 1 – GENERAL. ***Replace the COMPLIANCE CERTIFICATE AND RELEASE FORM with the following form:***

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COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT: Auke Lake Sewer 2013 L.I.D. 96 West Mendenhall Valley Sewer Expansion
CONTRACT NO: E13-225

The CONTRACTOR must complete and submit this to the Engineering Contracts 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 Contracts 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 Contracts Administrator for underutilization.

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

Firm Name

Capacity: CONTRACTOR

Signed

Printed Name and Title

Date

Return completed form to: Jennifer Mannix, Engineering Contracts 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

SPECIAL PROVISIONS

Add the following Section:

SECTION 01704 – FINAL CLEAN-UP AND SITE RESTORATION

PART 1 - GENERAL

1.1 DESCRIPTION

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. The CONTRACTOR shall clean up all sites disturbed during construction of the Project. This includes removal of all construction equipment, disposal of all excess materials, disposal of all rubbish and debris, removal of all temporary structures, and grading of the sites so that no standing water is evident.
- B. If the CONTRACTOR has obtained material from the CBJ/State pit, the excavated area shall be cleaned up and any stipulations required by the Individual Mining Plan shall be completed. The gravel pit overhead charge shall be paid to CBJ within 60 days after receiving the invoice from CBJ.

END OF SECTION

SECTION 02201 - CLEARING AND GRUBBING, PART 3 - EXECUTION, Article 3.1 GENERAL, *add the following paragraphs:*

- F. No trees, shrubs, or other plantings shall be disturbed, or otherwise damaged, unless shown on the Drawings, or directed by the ENGINEER.
- G. The clearing and grubbing limits shall be staked by the CONTRACTOR and approved by the ENGINEER prior to clearing, grubbing, or excavation taking place.

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SECTION 02202 – EXCAVATION AND EMBANKMENT, PART 2 - PRODUCTS, *add the following Article:*

2.8 USABLE MATERIAL FROM EXCAVATION.

- A. Usable material from excavation shall meet the requirements for Select Borrow.

SECTION 02202 – EXCAVATION AND EMBANKMENT, PART 3 - EXECUTION, *add the following Articles:*

3.6 SIDESLOPES AND DITCH GRADING

- A. Sideslopes and Ditch Grading shall include all excavation, backfill, embankment construction, compaction, grading, and other work necessary to construct drainage swales, ditches, berms, and roadway sideslopes outside the edge of roadway, or outside other areas to be covered by asphalt pavement or concrete, as shown on the Drawings, in these Specifications, or as directed by the ENGINEER.

1. All areas beyond the roadway and 2-foot shoulders that are disturbed during construction shall be graded to a smooth, uniform grade and appearance, free of humps or low areas that cause standing water in excess of 1-inch in depth.
2. Sideslopes and Ditch Grading, which will include all grading of areas beyond the back of the 2-foot roadway shoulder and shall extend to the limits shown on the Drawings, or to the limits necessary to restore the driveways and disturbed areas to preconstruction conditions or better as shown on the Drawings or as directed by the ENGINEER.

3.7 INDIVIDUAL MINING PLAN

- A. If the CONTRACTOR decides to use material from the CBJ/State Lemon Creek Borrow Pit, or CBJ Stabler's Point rock quarry, the CONTRACTOR shall provide an Individual Mining Plan that conforms to the requirements of Section 00700 – General Conditions, Article 4.6.
- B. The Individual Mining Plan shall be developed using the survey information provided by the OWNER, or the CONTRACTOR may provide an independent survey with two-foot contours of the Pit property. The survey shall provide sufficient survey information to calculate quantities, shown drainage features and property boundaries. If the CONTRACTOR uses the OWNER furnished survey information, the Individual Mining Plan shall be done in CAD.

SECTION 02203 – TRENCHING, PART 2 - MATERIALS, Article 2.2 BEDDING, *delete paragraph A.*

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SECTION 02204 – BASE COURSE, PART 2 - PRODUCTS, Article 2.1 MATERIAL, *delete* Table in paragraph B, and *replace* with the following:

BASE COURSE GRADATIONS								
(Percent passing by weight)								
Sieve Design.	A	B	C	C-1	D	D-1	E	E-1
4	100							
2	85-100	100						
1-1/2				100				
1			100	70-100	100	100		
3/4				60-90	100	70-100	100	
3/8				45-75		50-80		100
No. 4	30-70	30-70	40-75	30-60	45-80	35-50		45-80
No. 8				22-52		20-35		32-80
No. 10			25-55		30-65			
No. 40				8-30		8-20		
No. 200	0-10	3-10	4-10	0-6	4-12	0-6	0-6	0-6

SECTION 02204 – BASE COURSE, PART 3 - EXECUTION, Article 3.1 GENERAL, *add* the following to paragraph D:

After the base course material has been deposited along the subgrade, and before being spread into a uniform layer, the material shall be windrowed with a motor grader. After the base course material has been satisfactorily windrowed and before being spread into a uniform layer, the ENGINEER will obtain materials samples from the windrow. If the base course material fails to pass any requirements, as specified in Article 2.1, the base course material shall be removed and replaced with new material, or reprocessed on the grade with added materials, and windrowed with a motor grader for retesting. This process shall continue until the base course material meets the requirements of Article 2.1. All tests, after the initial test at any given location, shall be paid for by the CONTRACTOR.

SECTION 02401 – SANITARY SEWER PIPE, PART 3 - EXECUTION, Article 3.1 CONSTRUCTION, *add* the following paragraphs:

- S. New Service Connections and Laterals shall be 1.25-Inch PVC, and shall be constructed in manner complying to Standard Detail (Sheet B2) – 1.25-Inch Pressure Service Connection, from Plan Set “Auke Lake Sewer 2013, L.I.D. 96, CBJ Contract No. E13-225”.

SECTION 02402 – SANITARY SEWER MANHOLES AND CLEANOUTS - GENERAL, Article 1.1 DESCRIPTION, *add* to the end of paragraph A

The addition of ventilation to existing manhole shall also be included.

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SECTION 02402 – SANITARY SEWER MANHOLES - PRODUCTS, Article 2.1 MANHOLES, *add paragraph C*

- C. Venting shall consist of a 4” galvanized steel pipe the dimensions are shown in the drawing on Standard Detail (Sheet B3) – 2 Pressure Service Connection, from Plan Set “Auke Lake Sewer 2013 L.I.D. 96, West Mendenhall Valley Sewer Expansion, CBJ Contract No. E13-225”. The vent shall have a activated carbon cartridge, or approved equal, installed as specified by the manufacturer. With the entrance to the vent covered with an insect/rodent screen

SECTION 02402 – SANITARY SEWER MANHOLES - EXECUTION, Article 3.1 CONSTRUCTION, *delete paragraphs M through R and replace with the following paragraphs M – P:*

- M. A minimum of 24-inches thick 3” minus shot rock shall be placed beneath each manhole to provide a stable base pad.
- N. The CONTRACTOR shall repair all imperfections and leaks disclosed by either visual inspection or testing. The method of repair shall be subject to the ENGINEER’s approval.
- O. Manhole Grade Ring Adjustment Units are required for each new sanitary sewer manhole, reconstructed sanitary sewer manhole, and adjustment of existing manhole to grade.
 - 1. Manhole shall contain at least one recycled rubber riser, with thickness varying to match frame and cover to finish grade requirements, to form the final surface for installation of the frame.
 - 2. The total height of the rubber adjustment riser shall be a minimum of 1” and a maximum of 3”.
 - 3. Concrete and steel surfaces to receive sealing compound shall be clean, dry and free of grease or oils.
 - 4. Adjustment risers shall be bonded to adjacent surfaces by laying a continuous bead, 5/16” thick cold applied joint sealant compound conforming to ASTM-D 1850 (PL Premium POLYURETHANE Door, Window & Siding Sealant or PL Premium POLYURETHANE Concrete & Masonry Sealant, formerly Chemrex CX-22) or equivalent, on the top surface of the concrete course, or the bottom surface of the riser, on a diameter 1” smaller than the outside diameter of the rubber adjustment riser.
 - 5. The adjustment riser shall then be seated firmly in place, ensuring it is centered over the opening. Apply a second continuous strip of sealant to the top surface of adjustment riser, 0.5” from the outside diameter of the rubber adjustment riser or manhole frame.
 - 6. The adjustment riser must form the final surface for the seating of the frame and cover assembly. Concrete adjustment units must not form the final surface for seating the frame.
 - 7. The frame shall then be set firmly in place ensuring that it is properly centered over the structure opening and is firmly contacting the rubber riser through the sealant.

SPECIAL PROVISIONS

8. Adjustment risers shall have an inside diameter that is within 2" of the inside diameter of the concrete structure, and equal to the outside diameter of the concrete structure ± 2 ".
- P. Manhole riser rings shall be sealed to the top of manhole cone or flattop and to each other with one run of "RAM-NEK" or "RUB-R-NEK" around the inside edge and one run around the outside edge of the riser ring. The units shall be heated and compressed to at least 50% of original thickness of the "RAM-NEK" or "RUB-R-NEK." No grout shall be used to seal the riser rings.

SECTION 02501 – STORM SEWER PIPE, PART 2 - PRODUCTS, *add the following Article:*

2.9 UNDERGROUND MARKING TAPE

- A. Underground Marking Tape shall be yellow, at least 4-inches wide, 4-mil thick, polyethylene tape with a metallic backing capable of being traced with locators. The tape shall have black letters with the following wording: "Caution: Storm Sewer Line Buried Below," or similar. The marking tape shall be installed 12-inches above the top of all storm sewer mains and services.

SECTION 02604 – AIR RELEASE VALVES, PART 2 - PRODUCTS, Article 2.1 MANHOLES, *delete paragraph B, and replace with the following:*

- B. Manhole covers shall be embossed with the word "SEWER" in three inch high letters.

SECTION 02604 – AIR RELEASE VALVES, PART 2 - PRODUCTS, Article 2.4 MISCELLANEOUS, *delete paragraph A, and replace with the following:*

- A. The air release valve shall be a two inch Crispin SL20, or approved equal

SECTION 02604 – AIR RELEASE VALVES, PART 2 - PRODUCTS, Article 2.4 MISCELLANEOUS, *add the following paragraph F:*

- F. The air filter shall be a Sweetfilter II Manhole Insert Sewer Odor Eliminator, or approved equal.

Add the following Section:

SECTION 02607 – PIPE INSULATION

PART 1 - GENERAL

1.1 DESCRIPTION.

- A. The WORK under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and installing pipe insulation for water pipe and service pipe at locations shown on the Drawings and as directed by the ENGINEER.

PART 2 - PRODUCTS

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2.1 RIGID INSULATION.

- A. Rigid insulation shall be rigid board closed cell polystyrofoam material containing a flame retardant additive specifically designed for underground pipe or pavement installations, equivalent to Dow Chemical Company Styrofoam HI, and approved by the ENGINEER.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. When water pipes or service pipes have less than 5-feet of cover to finished grade or vertical clearance at a culvert crossing, either above or below, they shall be insulated as shown on CBJ Engineering Standard Detail 412 – Rigid Insulation.
- B. Rigid insulation shall be a minimum of 2-feet wide and 2-inches thick. The length of insulation required shall be as shown on the Drawings or as directed by the ENGINEER. Insulation shall be placed between 6 and 12-inches from the water pipe or service pipe with the width centered on the longitudinal axis of the water pipe or service pipe as shown on CBJ Engineering Standard Detail 412 – Rigid Insulation.
- C. Sprayed-on urethane foam insulation shall be a minimum of 4-inches thick and be installed in strict conformance to the manufacturer's recommendations. Precautions to protect CONTRACTOR personnel, Project inspectors, and the public in general shall be taken by the CONTRACTOR in compliance with OSHA Standards and the manufacturer's recommendations.

SECTION 02709 – TOPSOIL, PART 2 – PRODUCTS, Article 2.1, MATERIALS, *revise the first sentence of paragraph C to read:*

- C. Topsoil shall contain not less than 8%, or more than 20% organic matter by weight, as determined by loss-on-ignition of oven-dried samples in accordance with ASTM T-6.

SECTION 02709 – TOPSOIL, PART 3 – EXECUTION, Article 3.1, CONSTRUCTION, *add the following paragraph:*

- F. No topsoil shall be placed on the slope, ditch or drainage swales areas unless these areas can be finish graded and seeded within 30 days of the date originally placed. Topsoil placed, but not finish graded, or seeded within 30 days, will be deducted from payment until the topsoil has been rescarified, re-graded and supplemented with additional topsoil as required to provide a smooth, well graded and scarified surface suitable for seeding, as determined by the ENGINEER. All additional topsoil required after 30 days of the original placement will not be measured for payment, but will be considered incidental to other WORK.

SPECIAL PROVISIONS

Add the following Section:

SECTION 02722 – ELECTRICAL UTILITIES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The WORK under this Section includes subcontracting or otherwise arranging with AEL&P, ACS or GCI for any work with the power, telephone and television services, respectively, for the WORK shown on the Drawings or described in this Section.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials shall be as specified by the owner of the private utility service company.
- B. Materials shall conform to the requirements of the National Electrical Code.

PART 3 – EXECUTION

3.1 CONSTRUCTION

- A. Construction shall be in accordance with the agreement arranged by the CONTRACTOR with the owner of the utility service being relocated, except that the Drawings and Specifications shall take precedence in the event of a conflict.
- B. All WORK with the electrical utilities shall conform to the requirements and standards established by the private utility companies and shall meet all applicable codes and regulations.
- C. The WORK under this Section does not include excavating, backfilling, or any other work under, around, or along electrical utilities that are not in direct conflict with other WORK.

3.2 ELECTRICAL CONDUCTOR RELOCATIONS

- A. The WORK under this Item includes only those electrical conduit or conductor relocations required due to a direct conflict with new piping or structures, and that are 3-inches or less in diameter.

END OF SECTION

SPECIAL PROVISIONS

SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 1 – GENERAL, Article 1.1, DESCRIPTION, *revise Table 02801-1 ASPHALTIC CONCRETE MIX REQUIREMENTS as follows:*

For Class B, Voids in total mix, percent shall be 2.5 – 4.0%.
For Class B, Percent Oil Content shall be 6.0 - 6.8%.

SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 2 - PRODUCTS, Article 2.1, COMPOSITION OF ASPHALT CONCRETE MIXTURES – JOB MIX DESIGN, Paragraph C: *delete sub-paragraph 6 and replace with the following:*

6. The mix design shall be 50 blow Marshall Method.

SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 - EXECUTION, Article 3.8, SPREADING AND PLACING, *delete paragraph H and replace with the following:*

- H. Manholes, cleanouts and water valve boxes shall be raised to grade prior to paving the final lift. The structures shall have no less than 3/8” and no greater than 3/4” depression from adjacent asphalt to top of the lid. Manholes not meeting tolerances will be repaired as per CBJ Standard Detail 126 – CONCRETE COLLAR.

SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 - EXECUTION, Article 3.8, SPREADING AND PLACING, *add the following paragraph:*

- K. Asphalt aprons for gravel driveways shall be paved simultaneously with the roadway paving.

SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 - EXECUTION, Article 3.10, JOINTS, *add the following paragraph:*

- J. All joints with existing asphalt pavement shall be resealed with PG 58-22 asphalt cement after the new pavement has cooled to ambient temperature. All joints with concrete gutters found to have a gap shall be blown out using a weed burner torch, filled with PG 58-22 asphalt cement and covered with a layer of dry sand. Excess sand shall be removed and asphalt cement placed on the concrete gutter more than one-inch from the edge of gutter shall be removed using solvent or other approved methods.

SECTION 02801 – ASPHALT CONCRETE PAVEMENT, PART 3 - EXECUTION, Article 3.13, Acceptance Sampling and Testing, *add the following paragraphs:*

- K. For each lot of asphalt pavement produced, at least two (2) samples shall be taken by the CONTRACTOR for purposes of acceptance testing by the OWNER. The CONTRACTOR shall split the sample with the OWNER to retain a portion for their use. The sample shall be taken according to proper sampling methods, from the asphalt pavement on the grade.

SPECIAL PROVISIONS

1. Based on the averaged results of the acceptance testing, a deduction from the asphalt pavement pay item may be made at the following amounts: #200 Sieve: the greater of either 1.0% of the Contract price for asphalt pavement placed within the sampled lot or \$500 per each 0.1% outside the job mix design tolerance, not exceeding 6% maximum, of the percent passing the #200 sieve.
2. Asphalt Content: the greater of either 1.0% of the Contract price for asphalt pavement placed within the sampled lot or \$500 per each 0.1% outside the allowable job mix design asphalt content tolerance. The allowable asphalt content tolerance for this Contract shall be +/- 0.4% of the target job mix design asphalt content and shall not exceed the asphalt oil content limits specified in this Contract.
3. The pay deductions for exceeding the job mix design tolerances does not constitute acceptance of a mix that does not meet the specifications. Further acceptance testing will be performed to determine if the asphalt pavement specifications have been met. No payment for asphalt pavement will be made for asphalt pavement exceeding job mix design tolerances, or not meeting asphalt pavement specifications, until additional testing determines whether the asphalt pavement meets all other specifications.
4. For the purposes of this Contract, one lot of asphalt pavement is defined as 500 tons, or a single day's asphalt pavement production of at least 100 tons.

SECTION 02806 – REMOVE EXISTING ASPHALT SURFACING, PART 3 - EXECUTION, Article 3.1, GENERAL, *add paragraph D:*

- D. Use of grinding or milling equipment will be allowed to remove existing asphalt under the requirements of this section. Pavement grindings from this Project shall be disposed of at the CBJ Asphalt disposal area in the Lemon Creek Pit. Grindings shall not be re-used on the Project.

SECTION 03302 – CONCRETE STRUCTURES, PART 3 – EXECUTION, *add the following Articles:*

3.4 CONCRETE AREA DRAINS

- A. The Concrete Area Drains shall conform to CBJ Standard Detail 310 – Area Drain Detail. The CONTRACTOR shall set the form boxes loosely in place, and then request the ENGINEER to work with the CONTRACTOR to establish the final positioning of the forms and the finish grade lines within the forms prior to placing concrete.

3.5 CONCRETE HEADWALLS

- A. The Concrete Headwalls shall conform to CBJ Standard Details 104A & 104B, with adjustments to match the site conditions and grades, as approved by the ENGINEER.

END OF SPECIAL PROVISIONS