JUNEAU DOWNTOWN FIREHALL DORMITORY RENOVATION

Contract No. E16-077

File No. 1749

ENGINEERING DEPARTMENT

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END OF SECTION

SECTION 00030 - NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

Juneau Downtown Firehall Dormitory Renovations
CBJ Contract No. E16-077

The Contract Documents may be obtained at the City & Borough of Juneau (CBJ) Engineering Department, 3rd Floor Marine View Center, upon payment of $50.00 (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 of the proposed WORK, which will be conducted by the OWNER and ARCHITECT, at 10:00 a.m. on November 6, 2015, in the City and Borough of Juneau Engineering Conference Room, 3rd Floor, Marine View Center. The object of the conference is to acquaint Bidders with the bid documents and site conditions.

DESCRIPTION OF WORK.

Base Bid
WORK includes: Removal and replacement of existing carpeting and wall base in thirteen (13) dorm rooms and installation of new modular carpet and resilient base. Renovation of seven (7) bathrooms and installation of wall wainscot per the plans and specifications. Provide electrical work in dorms and bathroom, mechanical thermostat upgrades in select dorm rooms and lighting replacement in thirteen (13) dorm rooms, and miscellaneous related WORK.

Alternate Bid #1
WORK includes: removal and replacement of carpeting and wall base in hallway with modular carpet & resilient base. Prep and paint walls in hallway and at two interior stairwells. Scope includes electrical and associated WORK for lighting replacement and installation in hallways.

Alternate Bid #2
WROK includes: Removal and replacement of fire alarm system per the plans and specifications.

COMPLETION OF WORK. Substantial completion of WORK must be on or before April 15, 2016. Final completion of all WORK must be by May 1, 2016.

DEADLINE FOR BIDS: Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on November 17, 2015,** 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

SECTION 00030 - NOTICE INVITING BIDS

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

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

IMPORTANT NOTICE TO BIDDER

To submit your Bid:

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

S	**BID NUMBER:**	
E	**E16-077**	**B**
A	**SUBJECT:**	**I**
L	**JUNEAU DOWNTOWN**	**D**
E	**FIREHALL DORMITORY**	
D	**RENOVATIONS**	
	DEADLINE DATE:	
	_____	
	PRIOR TO 2:00PM ALASKA TIME	

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

SITE OF WORK. The site of the WORK is the Juneau Downtown Fire Station, 820 Glacier Ave., Juneau, AK 99801.

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

Greg Smith, Contract Administrator
CBJ Engineering Department, 3rd Floor, Marine View Center
greg.smith@juneau.org
Telephone: (907) 586-0873
Fax: (907) 586-4530

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

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.

SECTION 00030 - NOTICE INVITING BIDS

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

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

OWNER: City and Borough of Juneau

By: Greg Smith
Greg Smith, Contract Administrator

10.22.2015
Date

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

2.0 INTERPRETATIONS AND ADDENDA.

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

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

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

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

A. Evidence of bid rigging or collusion;

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

C. Record of integrity;

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

E. Unsatisfactory performance on previous or current contracts;

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

G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the

bidder's prompt completion of additional work, if awarded;

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

I. Default under previous contracts;

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

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

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

M. Lack of legal capacity to contract.

N. Bidders must be registered as required by law and in good standing for all amounts 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.

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 ARCHITECT of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.

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

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

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

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

D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Architect of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness

thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

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

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

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

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

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

8.0 BID FORM.

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

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

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

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

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

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

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

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

10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS. 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.

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

14.0 DISCREPANCIES IN BIDS. In the event there is more than one Pay Item in a Bid Schedule, the

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

15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

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

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

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

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

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

17.0 AWARD OF CONTRACT.

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

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

C. Low Bidder will be determined on the basis of the lowest total of the Base Bid plus combinations of Alternates in order of priority as listed below within the limits of available funding. (DELETE THIS PARAGRAPH IF NO ALTERNATES)

Priority No.

1 Base Bid, Alternate #1, Alternate #2
2 Base Bid, Alternate #1
3 Base Bid

18.0 EXECUTION OF AGREEMENT.

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

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

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

20.0 FILING A PROTEST.

A. A Bidder may protest the proposed award of a competitive sealed Bid by the City and Borough of Juneau. The protest shall be executed in accordance with CBJ Ordinance 53.50.062 PROTESTS and CBJ Ordinance 53.50.080 ADMINISTRATION OF PROTEST. The entire text of the CBJ Purchasing Ordinance can be accessed at the CBJ

website, *http://www.juneau.org/law/code/code.php*, or call the CBJ Purchasing Division at (907) 586-5258 for a copy of the ordinance.

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

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

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

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

BID MODIFICATION FORM

Modification Number: _____ Modification Page ____ of ____

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

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

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

Total Increase or Decrease: $_____

_____
Name of Bidding Firm

_____
Responsible Party Signature

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

END OF SECTION

SECTION 00300 - BID

BID TO: THE CITY AND BOROUGH OF JUNEAU

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

Juneau Downtown Firehall Dormitory Renovations
CBJ Contract No. E16-077

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

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

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

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

6. To all the foregoing, and including all Bid Schedule and information required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total bid price(s) named in the aforementioned Bid Schedule.

7. Bidder has examined copies of all the Contract Documents including the following Addenda (receipt of all of which is hereby acknowledged by the Undersigned):

Addenda No.	Date Issued	Addenda No.	Date Issued

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

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

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

9. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS:

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

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

- Subcontractor Report, Section 00360

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

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

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

END OF SECTION

SECTION 00310 - BID SCHEDULE

Bid Schedule for construction of **E16-077, named Juneau Downtown Firehall Dormitory Renovations**, in accordance with the Contract Documents.

BASE BID - Furnish all labor, equipment and materials for removal and replacement of existing carpeting and wall base in thirteen (13) dorm rooms and installation of new modular carpet and resilient base. Renovation of seven (7) bathrooms and installation of wall wainscot per the plans and specifications. Provide electrical work in dorms and bathroom, mechanical thermostat upgrades in select dorm rooms and lighting replacement in thirteen (13) dorm rooms, and perform all WORK as described in these Contract Documents.

TOTAL BASE BID **$**_____

(Price in Figures)

ADDITIVE ALTERNATE NO. 1 - Furnish all labor, equipment and materials and perform all WORK for the removal and replacement of carpeting and wall base in hallway with modular carpet & resilient base. Prep and paint walls in hallway and at two interior stairwells. Scope includes electrical and associated work for lighting replacement and installation in hallways.

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

(Price in Figures)

ADDITIVE ALTERNATE NO. 2 - Furnish all labor, equipment and materials and perform all WORK for removal and replacement of fire alarm system per the plans and specifications.

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

(Price in Figures)

Date: _____ **Bidder:** _____

(Company Name)

END OF SECTION

SECTION 00320 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that_____

_____ as Principal, and _____

as Surety, are held and firmly bound unto **THE CITY AND BOROUGH OF JUNEAU** hereinafter called "OWNER," in the sum of _____

_____ dollars, (not less than five percent of the total amount of the Bid) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

JUNEAU DOWNTOWN FIREHALL DORMITORY RENOVATIONS

CBJ Contract No. E16-077

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

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

(SEAL)_____	(SEAL)_____
(Principal)	(Surety)
By:_____	By:_____
(Signature)	(Signature)

END OF SECTION

SECTION 00360 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

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

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

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

_____
CONTRACTOR, Authorized Signature

_____
CONTRACTOR, Printed Name

_____
COMPANY

SECTION 00360 - SUBCONTRACTOR REPORT

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

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

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

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

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

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

E. On the Subcontractor Report, the apparent low Bidder must list 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 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 OWNERS Contract Documents **Contract E16-077, named Juneau Downtown Firehall Dormitory Renovations.**

The WORK is generally described as follows:

Base Bid
WORK includes: Removal and replacement of existing carpeting and wall base in thirteen (13) dorm rooms and installation of new modular carpet and resilient base. Renovation of sever (7) bathrooms and installation of wall wainscot per the plans and specifications. Provide electrical work in dorms and bathroom, mechanical thermostat upgrades in select dorm rooms and lighting replacement in thirteen (13) dorm rooms, and miscellaneous related WORK.

Alternate Bid #1
WORK includes: removal and replacement of carpeting and wall base in hallway with modular carpet & resilient base. Prep and paint walls in hallway and at two interior stairwells. Scope includes electrical and associated WORK for lighting replacement and installation in hallways.

Alternate Bid #2
WROK includes: Removal and replacement of fire alarm system per the plans and specifications.

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

ARTICLE 2. CONTRACT COMPLETION TIME.

Substantial completion of WORK must be on or before April 15, 2016. Final completion of all WORK must be by May 1, 2016.

ARTICLE 3. DATE OF AGREEMENT

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

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **$500** for each Day that expires after the completion time(s) specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: **CBJ Contract E16-077, named Juneau Downtown Firehall Dormitory Renovations,** those Lump Sum amounts as set forth in the Bid Schedule in the Contract Documents for this Project.

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

ARTICLE 6. PAYMENT PROCEDURES.

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

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

ARTICLE 7. CONTRACT DOCUMENTS.

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

- Table of Contents (pages 00030-1 to 00030-2, inclusive).
- Notice Inviting Bids (pages 00030-1 to 00030-2, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-8, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-44, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-5, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of 18 sheets, as listed in the Table of Contents.
- Addenda numbers _____ to _____, inclusive.
- Change Orders which may be delivered or issued after the Date of the Agreement and which are not attached hereto.

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

ARTICLE 8. MISCELLANEOUS.

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

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

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

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

OWNER:

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)

Date:
(CONTRACTOR Signature Date)

CONTRACTOR's address for giving notices:

(Telephone) (Fax)

(E-mail address)

CONTRACTOR License No.

CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

_____a corporation existing under the laws of

the State of_____, held on _____, 20____, the following resolution was duly passed and adopted:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the

corporation this _____ day of _____, 20____.

Secretary

(SEAL)

CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

_____ a partnership existing under the laws of the State

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

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

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

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

Secretary

(SEAL)

CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the

_____ a joint venture existing under the laws of the

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

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

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

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

Secretary

(SEAL)

END OF SECTION

SECTION 00610 - PERFORMANCE BOND

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

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

Juneau Downtown Firehall Dormitory Renovations
CBJ Contract No. E16-077

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

Juneau Downtown Firehall Dormitory Renovations
CBJ Contract No. E16-077

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

CONTRACTOR:

By: _____
(Signature)

_____
(Printed Name)

_____
(Company Name)

_____
(Mailing Address)

_____
(City, State, Zip Code)

SURETY:

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

_____
(Printed Name)

_____
(Company Name)

_____
(Mailing Address)

_____
(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

SECTION 00620 - PAYMENT BOND

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

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____ hereinafter called the "Surety," are held and

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

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

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

Juneau Downtown Firehall Dormitory Renovations
CBJ Contract No. E16-077

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.

Juneau Downtown Firehall Dormitory Renovations
CBJ Contract No. E16-077

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

CONTRACTOR:

By: _____
(Signature)

_____
(Printed Name)

_____
(Company Name)

_____
(Mailing Address)

_____
(City, State, Zip Code)

SURETY:

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

_____
(Printed Name)

_____
(Company Name)

_____
(Mailing Address)

_____
(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

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ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

CBJ - City and Borough of Juneau

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

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

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

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

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

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

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

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

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

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

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

General Requirements - Division 1 of the Technical Specifications.

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

Holidays - The CBJ legal holidays occur on:

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

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

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

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

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

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

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

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

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

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

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

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

PCB's - Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 PRELIMINARY MATTERS

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

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

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The Contract Time will start to run on the commencement date stated in the Notice to Proceed. If no date is stated, Contract Time shall commence upon the date of the Notice to Proceed is issued.

2.4 STARTING THE WORK

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

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

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

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

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

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 INTENT

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

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

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

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

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

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

11. General Conditions
12. Technical Specifications
13 Drawings

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

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

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

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

ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

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

4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

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

necessary and any interpretation, interpolation, or extrapolation that it makes of any information shown in such reports.

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

4.3 DIFFERING SITE CONDITIONS

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

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

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

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

4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

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

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

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

4.5 REFERENCE POINTS

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

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

4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT

A. On City and Borough of Juneau (CBJ) construction projects, the CBJ may make unclassified material available to CONTRACTORs, from the CBJ/State Lemon Creek gravel pit, at a rate less than charged other customers. CONTRACTORs are not required to use material from the CBJ/State pit and the CBJ makes no guarantee as to the quantity or quality of the available material. For this Project, the price shall be $1.90 per ton.

B. CONTRACTORs proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. CONTRACTORs using the pit must comply with Allowable Use Permit USE 98-00047. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at (907) 586-0883.

C. CONTRACTORs deciding to use material from the CBJ/State pit shall provide an Individual Mining Plan prepared by a professional engineer registered in the State of Alaska. The Individual Mining Plan must be reviewed and approved by the CBJ, prior to commencing operations within the pit. CONTRACTORs shall also secure a Performance Bond to ensure compliance with contract provisions, including any Individual Mining Plan stipulations. The bond shall remain in full force and effect until a release is obtained from the CBJ.

D. If CONTRACTOR operations for a Project do not exceed 500 tons of material, the CONTRACTOR will not be required to provide an Individual Mining Plan prepared by an engineer, however, the CONTRACTOR must submit an Individual Mining Plan that is in compliance with Allowable Use

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

E. CONTRACTORs using the CBJ material may do primary dry separation (screening) of materials within the pit. Crushing and washing of material will not be allowed. CONTRACTORs shall account for placement of materials removed from the pit. The CBJ may require CONTRACTORs to cross-check weight tickets, submit to an audit, or participate in other measures required by the CBJ to ensure accountability. Unprocessed overburden removed from the pit will not be weighed. All other material mined will be weighed at the CBJ scale. CONTRACTORs will be responsible for loading and/or screening their own material. If asphalt pavement is removed as part of the WORK, CONTRACTORs shall dispose of the material at a to-be-specified location within the pit area, as directed by the CBJ Gravel Pit Manager, (907) 586-0883.

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

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

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

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

ARTICLE 5 BONDS AND INSURANCE

5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

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

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

C. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.

5.2 INSURANCE

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

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

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

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

CONTRACTOR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

2. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims arising from injuries to persons other than its employees or damage to property of the OWNER or others arising out of any act or omission of the CONTRACTOR or its agents, employees, or Subcontractors. The policy shall contain no exclusions for any operations within the scope of this contract.
3. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the CONTRACTOR against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. Coverage for hired motor vehicles should include endorsement covering liability assumed under this contract.
4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor’s Commercial General Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the CONTRACTOR’s own policy, in like amount.
5. Builder’s Risk. This insurance shall be of the “all risks” type, shall be written in completed value form, and shall protect the CONTRACTOR, the OWNER, and the ARCHITECT, against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the WORK at completion. Builder's risk insurance shall provide for losses to be payable to the CONTRACTOR and the OWNER, as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the CONTRACTOR, the OWNER, and the ARCHITECT. The Builder’s Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

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

B. The CONTRACTOR shall designate in writing and keep on the work site at all times during its progress a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ARCHITECT. The superintendent will be the CONTRACTOR's representative at the site and shall

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

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

6.2 LABOR, MATERIALS, AND EQUIPMENT

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

B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime WORK, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime WORK may be required under emergency conditions and may be ordered by the ARCHITECT in writing. Additional compensation will be paid the CONTRACTOR for overtime WORK only in the event extra WORK is ordered by the ARCHITECT and the Change Order specifically authorizes the use of overtime WORK and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime WORK of a similar nature in the same locality.

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

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

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

furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.

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

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

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

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

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS. The CONTRACTOR shall be responsible to the OWNER and the ARCHITECT of Record for the acts and omissions of its subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any subcontractor and the OWNER or the ARCHTIECT nor relieve the CONTRACTOR of any liability or obligation under the contract.

6.6 PERMITS

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

B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required

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

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

6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ARCHITECT. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the Architect of Record, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations.

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

6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the Architect of Record by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the Architect of Record harmless from and against all claims, damages, losses, and

expenses (including, but not limited to, fees of Architect's of Records attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the Architect of Record, their consultants, sub-consultants, and the officers, directors, employees and agents of each and any of them to the extent caused by or based upon the CONTRACTOR's performance of the WORK.

6.11 SAFETY AND PROTECTION

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

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

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

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

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

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

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

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

6.12 SHOP DRAWINGS AND SAMPLES

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

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

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

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

6.14 INDEMNIFICATION

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

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

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

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

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

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

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

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

6.18 OPERATING WATER SYSTEM VALVES

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

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

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

ARTICLE 7 OTHER WORK

7.1 RELATED WORK AT SITE

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

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

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

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

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 COMMUNICATIONS

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

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

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

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

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

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

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

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

ARTICLE 9 ARCHITECT'S STATUS DURING CONSTRUCTION

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

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

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

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

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

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

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

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

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

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

9.8 DECISIONS ON DISPUTES

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

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

9.9 LIMITATION ON ARCHITECT'S RESPONSIBILITIES

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

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

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

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

ARTICLE 10 CHANGES IN THE WORK

10.1 GENERAL

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

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

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

D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be

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

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

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

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

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

10.2 ALLOWABLE QUANTITY VARIATIONS

A. In the event of an increase or decrease in bid item quantity of a unit price contract, the total amount of WORK actually done or materials or equipment furnished shall be paid for according to the unit price established for such WORK under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in excess of 25% of the estimated quantity of any major item of the WORK. Major Item is defined as any bid item amount that is ten percent (10%) or more of the total contract amount.

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

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1 GENERAL

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

B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ARCHITECT promptly (but in no event later than 30 days) after the start of the occurrence or the event giving rise to the claim

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

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

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

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

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

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

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

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

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

D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed necessary by the CONTRACTOR to use equipment not listed in the publication specified in the Supplementary General Conditions, an equitable rental rate for the equipment will be established by the ARCHITECT. The CONTRACTOR may furnish cost data which might assist the ARCHITECT in the establishment of the rental rate.

1. All equipment shall, in the opinion of the ARCHITECT, be in good working condition and suitable for the purpose for which the equipment is to be used.
2. Before construction equipment is used on the extra WORK, the CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the ARCHITECT, in duplicate, a description of the equipment and its identifying number.
3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
4. Individual pieces of equipment or tools having a replacement value of $200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.
5. Rental time will not be allowed while equipment is inoperative due to breakdowns.
6. Equipment. Unless otherwise agreed to in writing, the CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the following reference publication: “Rental Rate Blue Book” available on-line at http://www.equipmentwatch.com/rrbb.htm or contact Equipment Watch at (800) 669-3282.

E. Equipment on the WORK Site. The rental time to be paid for equipment on the WORK site shall be the time the equipment is in productive operation on the extra WORK being performed and, in addition, shall include the time required to move the equipment to the location of the extra WORK and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra WORK, even though located at the site of the extra WORK. Loading and

transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra WORK on other than the extra WORK. The following shall be used in computing the rental time of equipment on the WORK site.

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra WORK to be paid for on a time and materials basis, the CONTRACTOR will be paid for the equipment and operator, as set forth in Paragraphs (3), (4), and (5), following.
3. Payment for the equipment will be made in accordance with the provisions in Paragraph 11.3D, herein.
4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the CONTRACTOR to other workers operating similar equipment already on the WORK site, or in the absence of such labor, established by collective bargaining agreements for the type of worker and location of the extra WORK, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 11.3B, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.
5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.

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

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

G. Sureties. All WORK performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the

original Agreement. Copies of all amendments to surety Bonds or supplemental surety Bonds shall be submitted to the OWNER for review prior to the performance of any WORK hereunder.

11.4 CONTRACTOR'S FEE

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

Actual Overhead and Profit Allowance

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

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

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

11.5 EXCLUDED COSTS.

A. The term "Cost of the WORK" shall not include any of the following:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, architects, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the WORK, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).
5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but

not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

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

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 GENERAL

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

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

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

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

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

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

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

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

13.3 INSPECTIONS AND TESTS

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

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

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

approvals by others shall relieve the CONTRACTOR from the CONTRACTOR's obligation to perform the WORK in accordance with the Contract Documents.

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

E. If any WORK (including the work of others anticipated under paragraph 7.1) that is to be inspected, tested, or approved is covered without written concurrence of the ARCHITECT, it must, if requested by the ARCHITECT, be uncovered for observation. Such uncovering shall be at the CONTRACTOR's expense unless the CONTRACTOR has given the ARCHITECT timely notice of the CONTRACTOR's intention to perform such test or to cover the same and the ARCHITECT has not acted with reasonable promptness in response to such notice.

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

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

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

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

13.6 ONE YEAR CORRECTION PERIOD

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the

Contract Documents or by any specific provision of the Contract Documents, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER and in accordance with OWNER's written notification, (i) correct such Defective WORK, or, if it has been rejected by the OWNER, remove it from the site and replace it with non-defective WORK, and (ii) satisfactorily correct or remove and replace any damage to other work of others resulting therefrom. If the CONTRACTOR does not promptly comply with such notification, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs and damages of such removal and replacement including but not limited to fees and charges of Architects of Record, attorneys and other professionals will be paid by the CONTRACTOR.

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

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

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

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

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

14.3 APPLICATION FOR PROGRESS PAYMENT

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

B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR's Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for materials installed which were not previously incorporated in the WORK, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the WORK.

C. The Net Payment Due the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted the total amount of all previous payments made to the CONTRACTOR. Progress payments

will be paid in full in accordance with Article 14 of the General Conditions until 90% of the contract amount has been paid. The remaining 10% of the contract amount shall be retained until:

1. final inspection has been made;
2. completion of the project;
3. acceptance of the project by the OWNER and;
4. the OWNER has received notification from the Alaska Department of Labor that the CONTRACTOR has no outstanding wage/hour violations.

D. The Value of Materials Stored at the Site shall be an amount equal to the specified percent of the value of such materials as set forth in the Supplementary General Conditions. Said amount shall be based upon the value of all acceptable materials and equipment not incorporated in the WORK but delivered and suitably stored at the Project site or at another location agreed to in writing; provided, each such individual item has a value of more than $5000 and will become a permanent part of the WORK. The Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the OWNER's interest therein, all of which will be satisfactory to the OWNER.

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

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

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

B. The OWNER may refuse to make payment of the full amount recommended by the ARCHITECT because claims have been made against the OWNER on account of the CONTRACTOR's performance of the WORK or Liens have been filed in connection with the WORK or there are other items entitling the OWNER to a credit against the amount recommended, but the OWNER must give the CONTRACTOR written notice within seven (7) days (with a copy to the ARCHITECT) 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 ARCHITECT in writing that the WORK is substantially complete. The CONTRACTOR will attach to this request a list of all WORK items that remain to be completed and a request that the ARCHITECT prepare a Notice of Completion. Within a reasonable time thereafter, the OWNER, the CONTRACTOR, and the ARCHITECT shall make an inspection of the WORK to determine the status of completion. If the ARCHITECT does not consider the WORK substantially complete, or the list of remaining WORK items to be comprehensive, the ARCHITECT will notify the CONTRACTOR in writing giving the reasons thereof. If the ARCHITECT considers the WORK substantially complete, the ARCHITECT will prepare and deliver to the OWNER, for its execution and recording, the Notice of Completion signed by the ARCHITECT and CONTRACTOR, which shall fix the date of Substantial Completion.

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

14.9 FINAL PAYMENT AND ACCEPTANCE

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

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

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

14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

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

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

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

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

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

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

15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)

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

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

15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for the value of WORK performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated, which would be needed in the WORK and which meet the requirements of the Contract Documents. The value of WORK performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the ARCHITECT in accordance with the procedure prescribed for the making of the final Application for Payment and payment under Paragraphs 14.8 and 14.9.

15.4 TERMINATION OF AGREEMENT BY CONTRACTOR. The CONTRACTOR may terminate the Agreement upon 10 days written notice to the OWNER, whenever: 1) the WORK has been suspended under the provisions of Paragraph 15.1, herein, for more than 90 consecutive days through no fault or

negligence of the CONTRACTOR, and notice to resume WORK or to terminate the Agreement has not been received from the OWNER within this time period; or, 2) the OWNER should fail to pay the CONTRACTOR any monies due to the CONTRACTOR in accordance with the terms of the Contract Documents and within 60 days after presentation to the OWNER by the CONTRACTOR of a request therefor, unless within said 10-day period the OWNER shall have remedied the condition upon which the payment delay was based. In the event of such termination, the CONTRACTOR shall have no claims against the OWNER except for those claims specifically enumerated in Paragraph 15.3, herein, and as determined in accordance with the requirements of said paragraph.

ARTICLE 16 MISCELLANEOUS

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

16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK

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

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

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

D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the CBJ may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such materials are in a stockpile, the ARCHITECT may require: that it remain in stockpile; the CONTRACTOR level such stockpile(s); or that the CONTRACTOR remove such materials and restore the premises to a satisfactory condition at the CONTRACTOR's expense. This provision shall not preclude the CBJ from arranging with the CONTRACTOR to produce material over and above the contract needs, payment for which shall be by written agreement between the CBJ and the CONTRACTOR.

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

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

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

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

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

16.7 SUITS OF LAW CONCERNING THE WORK

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

B. If one of the questions at issue is the satisfactory performance of the WORK by the CONTRACTOR and should the appropriate court of law judge the WORK of the CONTRACTOR to be unsatisfactory, then the CONTRACTOR (or the CONTRACTOR's surety) shall reimburse the OWNER for all legal and all other expenses (as may be allowed and set by the court) incurred by the OWNER because of

the suit of the law and, further, it is agreed that the OWNER may deduct such expense from any sum or sums then, or any that become due the CONTRACTOR under the contract.

16.8 CERTIFIED PAYROLLS

A. All CONTRACTORs or Subcontractor who perform work on a public construction contract for the OWNER shall file a Certified Payroll with the Alaska Department of Labor every two weeks. Before the second Friday, each CONTRACTOR and Subcontractor must file Certified Payrolls with Statements of Compliance for the previous two weeks. (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).

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

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

16.9 PREVAILING WAGE RATES

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

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

C. Listing CONTRACTORS Who Violate contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this list, and no firm, corporation, partnership or association in which the person has an interest, may WORK as a CONTRACTOR or Subcontractor on a public construction contract for the State, or a political subdivision of the state, until three years after the date of publication of the list. (Section 3 ch 52 SLA 1959; am Section 9 ch 142 SLA).

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

16.11 COST REDUCTION INCENTIVE

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

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

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

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

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

E. The CONTRACTOR shall continue to perform the WORK in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has been issued. If any executed Change Order has not been issued by the date upon which the CONTRACTOR's cost reduction proposal specifies that a decision should be made by the OWNER, in writing, the cost reduction proposal shall be considered rejected.

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

G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a Contract Change Order, which specifically states that the change is executed pursuant to

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

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

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

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

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

END OF SECTION

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

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

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

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

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

Add the following SGC 4.6**:**

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

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

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

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

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

1. State: Statutory
2. Applicable Federal (e.g., Longshore): Statutory

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

3. Employer's Liability

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

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

b. If CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a condition of the contract.

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

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

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

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

The CONTRACTOR shall require each Subcontractor similarly to provide Commercial Automobile Liability Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Commercial Automobile Liability Insurance.

D. Builders risk does not apply to this Project.

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

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

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

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

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

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

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

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

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

SGC 6.6 PERMITS. ***Add*** the following:

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

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

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

The OWNER may, per AS 36.30, audit the CONTRACTOR's or Subcontractor(s) records that are related to the cost or pricing data for this contract, all related Change Orders, and/or contract modifications.

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

"Weekly summary reports may be completed in lieu of daily reports."

Add the following SCG 6.19:

SGC 6.19 CONTRACTOR'S WORK SCHEDULE LIMITATIONS. Construction of Buildings and Projects. It is unlawful to operate any pile driver, power shovel, pneumatic hammer, derrick, power hoist, or similar heavy construction equipment before 7:00 a.m. or after 10:00 p.m., Monday through Friday, or before

9:00 a.m. or after 10:00 p.m., Saturday and Sunday, unless a permit shall first be obtained from the City and Borough Building Official. Such permit shall be issued by the Building Official only upon a determination that such operation during hours not otherwise permitted hereunder is necessary and will not result in unreasonable disturbance to surrounding residents.

SGC 9.3 PROJECT REPRESENTATION. ***Add*** the following:

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF INSPECTOR

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

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

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

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

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

SCG 14.3 APPLICATION FOR PROGRESS PAYMENT. Paragraph D.

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

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

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

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

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

Add the following SGC 16.12.

SGC 16.12 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

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

The CONTRACTOR and each Subcontractor shall state in all solicitations and advertisements for employees to work on this Project, that it is an Equal Opportunity Employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.

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

Add the following SGC 17**:**

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

Employment Security Tax Clearance

Date: _____

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

From: _____

Subject: Juneau Downtown Firehall Dormitory Renovations
Contract No. E16-077

Timeframe of Contract _____

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

_____ _____
Name Address

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

Contracts Division
Engineering Department
155 S. Seward Street
Juneau, Alaska 99801
FAX 907-586-4530

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

Remarks: _____

_____ _____
Signature Date

_____
Title

END OF SECTION

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

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

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

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

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

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

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

Contact Information:

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

and

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

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 GENERAL

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

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

Base Bid: Work includes removal and replacement of existing carpeting and wall base in thirteen (13) dorm rooms and installation of new modular carpet and resilient base. Renovation of seven (7) bathrooms and installation of wall wainscot per the plans and specifications. Provide electrical work in dorms and bathroom, mechanical thermostat upgrades in select dorm rooms and lighting replacement in thirteen (13) dorm rooms

Alternate Bid #1 Work includes: Remove and replace carpeting and wall base in hallway with modular carpet & resilient base. Prep and paint walls in hallway and at two interior stairwells. Scope includes electrical and associated work for lighting replacement and installation in hallways.

Alternate Bid #2 Work includes: Install fire alarm upgrades per the plans and specifications.

B. The site of the Work is as the Juneau Downtown Fire Station 820 Glacier Ave. Juneau, AK 99801

1.3 CONTRACT METHOD

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

1.4 WORK BY OTHERS

A. The CONTRACTOR's attention is directed to the fact that WORK may be conducted at the site by other contractors during the performance of the WORK under this contract. The CONTRACTOR shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts.

1.5 CONTRACTOR USE OF PROJECT SITE

A. The CONTRACTOR's use of the Project site shall be limited to the interior of the dormitory area and exterior perimeter of the building and to the roof. A limited area for storage of materials and staging will be provided to the CONTRACTOR on the North (rear) of the property. CONTRACTOR shall keep two apparatus bay doors on this North side clear at all times in case of emergency use by CCFR personnel.

B. CONTRACTOR shall allow for CCFR on the entire first floor, administrative offices, apparatus bays, parking areas and temporary use and occupancy of dormitory rooms not under construction throughout the construction period. CONTRACTOR shall develop a detailed plan to allow use of the building at all times. CONTRACTOR shall develop a schedule detailing when and where specific areas of the building will not be able to be used by the OWNER to enable the OWNER to move equipment so as not to be blocked by construction activities. Such plan shall be approved by the PROJECT MANAGER, FIRE CHIEF, AND ON-DUTY STATION CHIEF prior to any work on site. Changes and updates to the approved plan shall be requested by the CONTRACTOR at least 48 hours ahead of the specific change. The CONTRACTOR shall meet with the on-duty STATION CHIEF AND/OR THE PROJECT MANAGER at the end of each work day to review the work schedule for the following work day so that fire equipment and resources will not be blocked into the fire station.

1.6 OWNER USE OF THE PROJECT SITE

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

1.7 PUBLIC USE OF THE PROJECT SITE

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

1.8 PROJECT MEETINGS

A. Pre-Construction Conference

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

    a. The CBJ Project Manager
    b. The CBJ Fire Chief.
    c. The Architect

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

    a. Samples, Product Data, and proposed Substitutes or "Or-Equal" items.
    b. A Plan of Operation.
    c. A Schedule of Values.
    d. A complete Project Schedule that details a proposed sequencing of all WORK.
    e. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit. OWNER shall apply and pay for the necessary

Building Permit. CONTRACTOR shall call for all inspections and fulfill code conditions relative to the WORK.

f. Material Safety Data Sheets on products proposed for use in the WORK.
g. A traffic and parking maintenance plan.
h. A letter designating the CONTRACTOR's Superintendent, defining that person's responsibility and authority.
i. A letter designating the CONTRACTOR's Safety Representative, defining that person's responsibility and authority.
j. A plan for pollution control and disposal of pollutants.
k. A procurement schedule of major equipment and materials and items requiring long lead time in excess of 30 days.

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

B. Construction Progress Meetings

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01025 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SCOPE

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

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

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

1.2 PRICE BASED ON COMBINED LUMP SUM

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

1.3 SCHEDULE OF VALUES

A. The Schedule of Values shall be developed in parallel with the CPM Schedule activities and logic. The steps shall be as follows:

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

1.4 PROGRESS PAYMENTS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01731 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 DEFINITION

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

1.2 OPERATIONAL AND SAFETY LIMITATIONS

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

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

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

1.3 VISUAL REQUIREMENTS

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

1.4 APPROVALS

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

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

PART 2 - PRODUCTS

2.1 MATERIALS USED IN CUTTING AND PATCHING

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

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

PART 3 - EXECUTION

3.1 PREPARATION

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

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

3.2 INSTALLATION

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

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

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

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

END OF SECTION

SECTION 01090 - REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 GENERAL

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

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

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

1.2 ABBREVIATIONS AND NAMES

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

1.3 PERMITS, LICENSES, AND CERTIFICATES

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

1.4 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

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

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

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

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

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

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

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

1.5 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01230 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

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

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

1.4 PROCEDURES

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

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

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

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

SECTION 01230 - ALTERNATES

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

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

1. Additive Alternate #1: Remove and replace carpeting and wall base in hallway with modular carpet & resilient base. Prep and paint walls in hallway and at two interior stairwells. Scope includes electrical and associated work for lighting replacement and installation in hallways.

2. Additive Alternate #2: Remove and replace fire alarm system per the plans and specifications.

END OF SECTION 01230

SECTION 01300 - CONTRACTOR SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

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

B. Prior to the Pre-Construction Conference, the CONTRACTOR shall submit the following items to the ARCHITECT for review:

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

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

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

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

1.2 SUBMITTAL PROCESS

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

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

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

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

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

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

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

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

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

J. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submission to the ARCHITECT. Each submittal shall be dated, signed,

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

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

1.3 SUBMITTAL SCHEDULE

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

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

1.4 SAMPLE SUBMITTALS

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

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

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

1. Generic description.
2. Source.
3. Product name or name of manufacturer.
4. Compliance with recognized standards.
5. Availability and delivery time.
6. Submit samples for review of kind, color, pattern, and texture, for a final check of these characteristics, and a comparison of these characteristics between the final submittal and the

component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.

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

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

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

1.5 PRODUCT DATA SUBMITTALS

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

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

1.6 PROPOSED SUBSTITUTE OR "OR EQUAL" ITEM SUBMITTALS

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

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

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

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

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

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

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

1.7 SCHEDULE OF VALUES

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

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

1.8 PROGRESS SCHEDULE

A. The progress schedule shall be in Bar Chart or WRITTEN TWO WEEK PREVIEW OF WORK form, presented by the Contractor's superintendent at each weekly progress meeting.

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

(Substitution Request Form – Next Page)

CBJ Engineering Department
SUBSTITUTION REQUEST FORM

TO: _____ Project: _____

Contract No. _____

SPECIFIED ITEM: _____

Section	Page	Paragraph	Description
_____	_____	_____	_____

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

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

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

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

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

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

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

END OF SECTION

SECTION 01301 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 THE REQUIREMENT

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

1.2 SCHEDULE OF VALUES

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

1.3 CHANGES TO SCHEDULE OF VALUES

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01310 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED.

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

1.2 FORMAT

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

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

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

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

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

1.3 CONTENT

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

B. Identify each item by Specification section number.

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

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

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

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

G. Show delivery dates for materials and products.

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

1.4 REVISIONS TO SCHEDULES

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

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

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

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

1.5 SUBMITTALS

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

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

C. Submit under transmittal letter specified in Section 01300 - CONTRACTOR Submittals.

1.6 DISTRIBUTION

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

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

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

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

B. Special Tests and Inspections: OWNER will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction.

C. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.

PART 2 - PRODUCTS (Not Used)

PART 3- EXECUTION (Not Used)

END OF SECTION

SECTION 01505 - MOBILIZATION

PART 1 - GENERAL

1.1 GENERAL

A. Mobilization shall include obtaining all permits; moving all plant and equipment onto the site; furnishing and erecting plants, temporary buildings, and other construction facilities; implementing security requirements, all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:

1. Moving all the CONTRACTOR's plant and equipment required for operations onto the site.
2. Providing all on-site communication facilities, including radios and cellular phones.
4. Having all OSHA required notices and establishment of safety programs.
5. Having the CONTRACTOR's superintendent at the jobsite full time.
6. Submitting initial submittals.

1.2 PAYMENT FOR MOBILIZATION

A. The CONTRACTOR's attention is directed to the condition that no payment for Mobilization, or any part thereof, will be approved for payment under the Contract until all Mobilization items listed above have been completed as specified.

B. As soon as practicable, after receipt of Notice to Proceed, the CONTRACTOR shall submit a breakdown showing the estimated value of each major component of Mobilization to the ARCHITECT for approval. When approved by the ARCHITECT, the breakdown will be the basis for initial progress payments in which Mobilization is included.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01510 - TEMPORARY UTILITIES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

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

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

1.2 JOB CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 INSTALLATION OF TEMPORARY UTILITY SERVICES

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

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

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

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

3.2 INSTALLATION OF POWER DISTRIBUTION SYSTEM

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

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

3.3 INSTALLATION OF LIGHTING

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

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

3.4 WATER SUPPLY

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

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

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

3.5 INSTALLATION OF SANITARY FACILITIES

A. Toilet Facilities. Are available for use by Contractor’s personnel at the CCFR Juneau Fire Station on a keep clean basis.

3.6 INSTALLATION OF FIRE PROTECTION

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

3.7 INSTALLATION OF COMMUNICATIONS

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

END OF SECTION

SECTION 01520 – SECURITY AND SAFETY

PART 1 - GENERAL

1.1 SECURITY PROGRAM

A. The CONTRACTOR shall:

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

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

C. The CONTRACTOR shall clean and protect the site and asphalt to eliminate the possibility of flat tires on any CCFR vehicle fro sharp debris, nails, fasteners, or any other materails resulting from the WORK. A monetary penalty for actual costs incurred to repair tires, or damage to vehicles, plus any CCFR personel or administrative costs will be charged to the CONTRACTOR.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01530 - PROTECTION AND RESTORATION OF EXISTING FACILITIES

PART 1 - GENERAL

1.1 GENERAL

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

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

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

1.2 RIGHTS-OF-WAY

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

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

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

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

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

1.4 RESTORATION OF PAVEMENT

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

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

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

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

1.5 EXISTING UTILITIES AND IMPROVEMENTS

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

B. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will, upon request of the CONTRACTOR, be notified by the OWNER to move such property within a specified reasonable

time. When utility lines that are to be removed are encountered within the area of operations, the CONTRACTOR shall notify the ARCHITECT a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

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

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

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

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

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

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

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

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

A. General: The CONTRACTOR shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and Project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or OWNER. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the CONTRACTOR or a certified tree company under permit from the jurisdictional agency and/or the OWNER. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs:

1. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to the trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.
2. Replacement: The CONTRACTOR shall immediately notify the jurisdictional agency and/or the OWNER if any tree is damaged by the CONTRACTOR's operations. If, in the opinion of said agency or the OWNER, the damage is such that replacement is necessary, the CONTRACTOR shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, the CONTRACTOR shall pay to the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the jurisdictional agency or OWNER.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01550 - SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.1 CONTRACTOR'S WORK AND STORAGE AREA

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

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

1.2 CONTRACTOR'S WORK AND STORAGE AREA

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

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

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

1.3 PARKING

A. The CONTRACTOR shall direct its employees to park in areas at the site as directed by the PROJECT MANAGER, ARCHITECT OR CCFR-PERSONNEL.

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

PART - 2 PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01560 - TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 RUBBISH CONTROL

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

1.2 SANITATION- Restrooms are available at the CCFR Juneau Fire Station for Contractor's personnel use on a keep clean basis.

1.3 CHEMICALS

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL

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

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

1.2 QUALITY ASSURANCE

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

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

1.3 PRODUCT DELIVERY-STORAGE-HANDLING

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

1.4 TRANSPORTATION AND HANDLING

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

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

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

1.5 STORAGE AND PROTECTION

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

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

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

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

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

1.6 MAINTENANCE OF STORAGE

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

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

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

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

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

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

1.7 PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEM SUBMITTAL

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

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

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

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

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 CLOSEOUT TIMETABLE

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

1.2 SUBSTANTIAL COMPLETION

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

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

1.3 INSPECTION PROCEDURES

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

B. The ARCHITECT will reinspect the WORK upon receipt of notice by the CONTRACTOR that the WORK has been completed, except items whose completion has been delayed because of circumstances acceptable to the ARCHITECT. If reinspection is requested and the CONTRACTOR has not completed all punch list items, the cost of that inspection will be paid by the CONTRACTOR. Upon completion of reinspection, the ARCHITECT will prepare a certificate of final acceptance, or advise the CONTRACTOR of WORK that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated.

C. The ARCHITECT will repeat inspection when requested and assured by the CONTRACTOR that the WORK has been substantially completed.

D. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

A. Before requesting inspection for certification of final acceptance and final payment, complete and submit the following:

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

1.5 FINAL SUBMITTALS

A. Record Document Submittals: Do not use Record Documents for construction purposes; protect from loss in a secure location; provide access to Record Documents for the ARCHITECT's reference.

B. Record Drawings: Maintain a clean, undamaged set of blue or blackline prints of Contract Drawings and Shop Drawings (this includes Architectural, Structural/Civil, Mechanical and Electrical). Mark-up these Drawings to show the actual installation. Mark whichever Drawing is most capable of showing conditions accurately. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Organize record Drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover. Record Drawings shall be kept current with the WORK's progress and will be checked prior to each payment.

C. Record Specifications: Maintain one copy of the Contract Documents, including Addenda. Mark to show variations in actual WORK performed in comparison with the specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot be readily discerned later by direct observation. Note related record Drawing information and product data. Upon completion of the WORK, submit record Specifications to the ARCHITECT for the OWNER's records.

D. Maintenance Manuals: Organize maintenance data into sets of manageable size. Bind in individual heavy-duty 2-inch (maximum), 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark identification on front and spine of each binder. Include the following information:

1. Emergency instructions.
2. Spare parts list.
3. Copies of warranties.
4. Recommended "turn around" cycles.
5. Inspection procedures.
6. Shop Drawings and product data.

E. Operating and Maintenance Instructions: Arrange for the installer of equipment that requires regular maintenance to meet with CBJ personnel to provide instruction in proper operation and maintenance. Include a detailed review of maintenance manuals, agreements, warranties and bonds. As part of instruction for operating equipment, demonstrate all necessary safety procedures.

F. Before final payment can be made, the CONTRACTOR shall supply a copy of the “Notice of Completion of Public Works” form approved by Wage and Hour Administration of the Labor Standards and Safety Division of the Alaska Department of Labor and Workforce Development.

G. Before final payment the CONTRACTOR shall provide the OWNER with clearance from the Alaska Department of Labor and Workforce Development for the CONRACTOR and all Subcontractors that have worked on the Project. This clearance shall indicate that all Employment Security Taxes have been paid. A sample form for this purpose is at the end of section 00800 – Supplementary General Conditions.

1.6 MAINTENANCE AND GUARANTEE

A. The CONTRACTOR shall comply with the maintenance and guarantee requirements contained in Article 13 of the General Conditions.

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

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

PART 2 - MATERIALS (Not Used)

PART 3 - EXECUTION (Not Used)

COMPLIANCE CERTIFICATE AND RELEASE FORM

PROJECT: JUNEAU FIREHALL DORMITORY RENOVATION
CONTRACT NO: E16-077

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

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

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

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

_____ Capacity: CONTRACTOR
Firm Name

_____ _____ _____
Signed Printed Name and Title Date

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

END OF SECTION

SECTION 01704 - FINAL CLEAN-UP AND SITE RESTORATION

PART 1 - GENERAL

1.1 DESCRIPTION

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

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 GENERAL

A. The CONTRACTOR shall promptly remove from the vicinity of the completed WORK and all sites disturbed by the construction, all rubbish and debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction and shall grade the sites so that no standing water is evident. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

B. If the CONTRACTOR has obtained material from the CBJ/State pit, the excavated area shall be cleaned up and any stipulations required by the Individual Mining Plan shall be completed. The gravel pit overhead charge shall be paid to CBJ within 60 days after removal of material from the pit.

3.2 FINAL CLEANING OF BUILDINGS

A. The CONTRACTOR shall employ experienced workers for final cleaning. Clean each surface to the condition expected in a commercial building cleaning and maintenance program. Complete the following before requesting inspection for certification of Substantial Completion:

1. Remove labels that are not permanent labels.
2. Clean transparent materials. Remove glazing compound. Replace chipped or broken glass.
3. Clean exposed hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.

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

END OF SECTION

SECTION 01732 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Divisions 2 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
4. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.

3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

    a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

    a. Repaint ceilings full area to wall edges.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01732

SECTION 02411 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected portions within a building.
2. Salvage of existing items to be reused or recycled or turned over to Owner.

B. Related Sections include the following:

1. Division 01 Section "Summary" for use of premises and Owner-occupancy requirements.
2. Division 01 Section "Cutting and Patching" for cutting and patching procedures.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage, or Salvage: Detach items from existing construction and deliver them to Owner, in Owner’s designated location onsite.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain or Existing (Exist) or (E): Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1.5 SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building managers and other occupants on-site operations are uninterrupted. Coordinate with facility for staging work areas.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Use of elevator and stairs.
5. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other tenants affected by selective demolition operations.
6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
7. Means of protection for items to remain and items in path of waste removal from building.

B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

C. Pre-demolition Photographs or Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

A. Standards: Comply with ANSI A10.6 and NFPA 241.

B. Pre-Demolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection or additional temporary support.

1.7 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Owner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

   1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped per code.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to the Owner & Architect.

E. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs and/or preconstruction videos.

F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

1. Clean & sanitize salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on-site designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.

1. Remove residual adhesive and prepare substrate for new floor coverings.
2. Alternatively, remove underlayment at floor coverings, but not structural decking.

B. Air-Conditioning Equipment: If encountered, remove equipment without releasing refrigerants.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

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

END OF SECTION 02411

SECTION 06160 - SHEATHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Plywood Underlayment for Resilient Flooring.

B. Related Requirements:

1. Section 09651 "Resilient Sheet Flooring" for sheet vinyl installed in bath rooms.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS

A. Emissions: Products shall meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.

C. Factory mark panels to indicate compliance with applicable standard.

2.2 SUBFLOORING AND UNDERLAYMENT

A. Underlayment: Provide underlayment in nominal thicknesses indicated or, if not indicated, not less than 3/8 inch over smooth subfloors and not less than 1/2 inch over board or uneven subfloors.

1. Plywood Underlayment for Resilient Flooring: DOC PS 1, Exterior A-C or Exterior, C-C Plugged with fully sanded face.

2. Plywood Underlayment for Carpet, where needed to replace existing damaged materials if found: DOC PS 1, Exterior, C-C Plugged and sanded, or Exposure 1, Underlayment.

2.3 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

D. Screws for Fastening Sheathing to Wood Framing: ASTM C 1002.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.

C. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.

B. Fastening Methods: Fasten panels as indicated below:

1. Underlayment:

a. Nail or staple to subflooring.
b. Space panels 1/32 inch apart at edges and ends.
c. Fill and sand edge joints of underlayment receiving resilient flooring immediately before installing flooring.

END OF SECTION 06160

SECTION 09001 – INTERIOR FINISH SCHEDULE

ABBREVIATIONS:

The abbreviations below are used in the Interior Finish Schedule:

ACT-E Existing - Acoustic Ceiling Tiles
CPT Carpet Tiles

GWB Gypsum wall board
GWB-E Existing - Gypsum Wall Board

PT1 Interior Latex, Satin Finish

RB 4" Resilient Base
SV1 Coved sheet vinyl flooring with base, 4-inches high
WP Wainscot Panels

END OF SECTION

Room #	Room Name	Floor		Base	Walls		Wainscot		Ceiling		Notes
		Mat'l.	Fin.	Mat'l.	Mat'l.	Finish	Mat'l.	Height	Mat'l.	Finish	
200	**Hallway**	CPT		RB	GWB-E	PT1			GWB-E	PT2	
201	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E		Ceiling, Repair existing tiles
201-A	Bath	SV1		Cove	GWB-E	PT1	WP	48"	GWB-E	PT2	New GWB around shower units.
202	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E		
203	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E		
203-A	Bath	SV1		Cove	GWB-E	PT1	WP	48"	GWB-E	PT2	New GWB around shower units.
204	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E		
205	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E		
205-A	Bath	SV1		Cove	GWB-E	PT1	WP	48"	GWB-E	PT2	New GWB around shower units.
206	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E		
207	Laundry Room	E		E	GWB-E	PT1			GWB-E	PT2	Notify Owner if floor drain replacement is required, as new sheet vinyl flooring may also be required.
208	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E		
208-A	Bath	SV1		Cove	GWB-E	PT1	WP	48"	GWB-E	PT2	New GWB around shower units.
209	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E		
210	**Stair**	E			GWB-E	PT1			GWB-E	PT2	
211	Storage	E							E		
212	Captains Dorm	CPT		RB	GWB-E	PT1			ACT-E	PT2	Ceiling, Repair existing tiles
212-A	Bath	SV1		Cove	GWB-E	PT1	WP	48"	GWB-E	PT2	New GWB around shower units.
213	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E	PT2	
213-A	Bath	SV1		Cove	GWB-E	PT1	WP	48"	GWB-E	PT2	New GWB around shower units.
214	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E	PT2	
215	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E	PT2	
215-A	Bath	SV1		Cove	GWB-E	PT1	WP	48"	GWB-E	PT2	New GWB around shower units.
216	Dorm Room	CPT		RB	GWB-E	PT1			ACT-E	PT2	
217	**Stair**	E			GWB-E	PT1			GWB-E	PT2	

END OF INTERIOR FINISH SCHEDULE

SECTION 09290 - GYPSUM BOARD

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Interior gypsum board.
2. Tile backing panels.

B. Related Sections include the following:

1. Division 09 Section "Interior Painting" for primers & paints applied to gypsum board surfaces.

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

1.5 STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against damage from weather, condensation, direct sunlight, construction traffic, and other causes. Stack panels flat to prevent sagging.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.

B. Do not install interior products until installation areas are enclosed and conditioned.

C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 PANELS, GENERAL

A. Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

A. General: Complying with ASTM C 36/C 36M or ASTM C 1396/C 1396M, as applicable to type of gypsum board indicated and whichever is more stringent.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   a. Georgia-Pacific Gypsum.
   b. National Gypsum Company.
   c. USG Corporation.
   d. James Hardie & Co.

B. Moisture- and Mold-Resistant Type: With moisture- and mold-resistant core and surfaces.

1. Core: 5/8 inch, Type X.
2. Long Edges: Tapered.
3. Description: Fire-Rated fiberglass-mat faced gypsum board.
4. Product: Subject to compliance with requirements, provide the following or approved equal.

   a. Product: Georgia-Pacific, DensArmor Plus. (Basis of Design)

5. Surface: Coated fiberglass mat on face, back and long edges.
6. Humidified Deflection (ASTM C473, ASTM C16580: not more than 1/8 inch.
7. Hardness, Core, Edges, and Ends (ASTM C473, ASTM C1396): Not less than 15.
8. Water Absorption (ASTM C630, ASTM C1396, and ASTM C1658): Less than 5 percent of weight.
9. Mold Resistance (ASTM D3273): 10, in a test as manufactured.

2.3 SHOWER AREA BACKING PANELS

A. General: Complying with ASTM C 1178/C 1178M for type of gypsum board indicated.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Georgia-Pacific Gypsum.
b. National Gypsum Company.
c. USG Corporation.
d. James Hardie & Co.

B. Glass-Mat, Water-Resistant Tile Backer panels:

1. Core: 5/8 inch, Type X.
2. Long Edges: Tapered.
3. Description: Fire-Rated fiberglass-mat faced gypsum board.
4. Product: Subject to compliance with requirements, provide the following or approved equal.

a. Georgia-Pacific Gypsum, "DensShield Fireguard Tile Backer" (Basis of Design)

5. Surface: Coated fiberglass mat on face, back and long edges. Additional acrylic coating applied to face of panels.

2.4 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: PVC, Galvanized or aluminum-coated steel sheet or rolled zinc sheet. (Non-corrosive materials are required in moisture areas.)
2. Available Shapes, as required by situation:

a. Cornerbead.
b. LC-Bead: J-shaped; exposed long flange receives joint compound.
c. L-Bead: L-shaped; exposed long flange receives joint compound.
d. U-Bead: J-shaped; exposed short flange does not receive joint compound.

2.5 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Fiberglass Faced Gypsum Board: 2” wide, 10-by-10 glass mesh.
2. Tile Backing Panels: 2” Glass mesh or as recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Wallboard: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use setting-type, sandable topping or drying-type, all-purpose compound.

D. Joint Compound for Tile Backing Panels:

1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.

2.6 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.

B. Thermal Insulation: To patch, infill or replace damage insulation discovered in walls. Match existing products with like materials. Fiberglass batts are assumed to be used in the exterior walls.

C. Vapor Retarder: To patch & repair existing vapor retarder. Provide 6-mil polyethylene sheet, non-reinforced. Tape or seal joints with approved materials where connecting to existing poly vapor retarder sheets.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, to determine sound framing and substrate for gypsum materials. Repair or reinforce as needed for new materials.

B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 APPLYING AND FINISHING PANELS, GENERAL

A. Comply with ASTM C 840.

B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.

C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.

D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Minimize tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.

E. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members, or provide control joints to counteract wood shrinkage.

3.3 APPLYING INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:

1. Type X, Moisture- and Mold-Resistant Type: Vertical and ceiling surfaces not scheduled to receive tile backer type gypsum board materials.

B. Single-Layer Application:

1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing, unless otherwise indicated.
2. On partitions/walls, apply gypsum panels vertically (parallel to framing), unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 APPLYING TILE BACKING PANELS

A. Install water-resistant tile backing panels at the all locations scheduled or indicated to receive Solid Surface Shower Walls at shower areas, See Section 10281.

B. Glass-Mat, Water-Resistant Backing Panel: Comply with manufacturer's written installation instructions and Install at walls indicated to receive tile finish. Install with 1/4-inch gap where panels abut other construction or penetrations.

C. Where tile backing panels abut other types of panels in same plane, shim surfaces to produce a uniform plane across panel surfaces, if needed.

3.5 INSTALLING TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.

3.6 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.

B. Prefill open joints and damaged surface areas.

C. Apply joint tape over gypsum board joints, except those with trim having flanges not intended for tape.

D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:

1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
2. Level 2: Panels that are substrate for tile.
3. Level 4: At panel surfaces that will be exposed to view, unless otherwise indicated.

    a. Primer and its application to surfaces are specified in other Division 09 Sections.

E. Glass-Mat, Water-Resistant Backing Panels: Finish according to manufacturer's written instructions.

F. Tile Backer Units: Units should be fully covered by other finish materials.

3.7 PROTECTION

A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION 09290

SECTION 09651 - RESILIENT SHEET FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes:

1. Vinyl sheet flooring.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Submittals:

1. Product Data for adhesives, documentation including printed statement of VOC content.

C. Samples for Initial Selection: For each type of resilient sheet flooring indicated.

D. Samples for Verification: If requested by Architect, provide sample in manufacturer's standard size, but not less than 6-by-9-inch.

1. For heat-welding bead, manufacturer's standard-size Samples, but not less than 9 inches long, of each color required.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of resilient sheet flooring to include in maintenance manuals.

1.6 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Resilient Sheet Flooring: Furnish not less than **6 linear feet**, in roll form and in full roll width for each type, color, and pattern of flooring installed.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for resilient sheet flooring installation and seaming method indicated.

1. Engage an installer who employs workers for this Project who are trained or certified by resilient sheet flooring manufacturer for installation techniques required.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Store resilient sheet flooring and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store rolls upright.

1.9 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 85 deg F, in spaces to receive resilient sheet flooring during the following time periods:

1. 48 hours before installation.
2. During installation.
3. 48 hours after installation.

B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.

C. Close spaces to traffic during resilient sheet flooring installation.

D. Close spaces to traffic for 48 hours after resilient sheet flooring installation.

E. Install resilient sheet flooring after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Fire-Test-Response Characteristics: For resilient sheet flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

B. Low-Emitting Materials: Flooring system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.2 VINYL SHEET FLOORING WITH BACKING **(SV-1)**

A. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1. Altro Group;
2. Armstrong World Industries, Inc;
3. Forbo Industries, Inc;
4. Mannington Commercial; Heterogeneous sheet flooring: Primus, “Lacosta” (Basis of Design)

B. Product Standard: ASTM F 1303.

1. Type (Binder Content): Type I, minimum binder content of 90 percent.
2. Wear-Layer Thickness: Grade 1, 0.020 inches.
3. Overall Thickness: 0.080 inches.
4. Interlayer Material: None.
5. Backing Class: Class B (nonfoamed plastic).

C. Wearing Surface: Embossed.

D. Sheet Width: As standard with manufacturer: 6’ or 12’.

E. Seamless-Installation Method: Heat welded.

F. Colors and Patterns: As selected by Architect from full range of manufacturer’s colors.

2.3 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient sheet flooring manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by flooring and adhesive manufacturers to suit resilient sheet flooring and substrate conditions indicated.

1. Adhesives shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

C. Seamless-Installation Accessories:

1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.

    a. Color: As selected by Architect from manufacturer's full range to match flooring.

D. Integral-Flash-Cove-Base Accessories: See Section 09653, Rubber Molding Accessories.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient sheet flooring.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrates according to resilient sheet flooring manufacturer's written instructions to ensure adhesion of resilient sheet flooring.

B. Concrete Substrates: Prepare according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by resilient sheet flooring manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: As appropriate, perform tests recommended by resilient sheet flooring manufacturer. Proceed with installation only after substrate alkalinity falls within range on pH scale recommended by manufacturer in writing, but not less than 5 or more than 9 pH.
4. Moisture Testing: Proceed with installation only after substrates pass testing according to resilient sheet flooring manufacturer's written recommendations, but not less stringent than the following:

    a. Perform relative humidity test using in situ probes according to ASTM F 2170. Proceed with installation only after substrates have a maximum **75** percent relative humidity level.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install resilient sheet flooring until it is the same temperature as the space where it is to be installed.

1. At least 48 hours in advance of installation, move flooring and installation materials into spaces where they will be installed.

E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient sheet flooring.

3.3 RESILIENT SHEET FLOORING INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient sheet flooring.

B. Unroll resilient sheet flooring and allow it to stabilize before cutting and fitting.

C. Lay out resilient sheet flooring as follows:

1. Maintain uniformity of flooring direction.
2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches away from parallel joints in flooring substrates.
3. Match edges of flooring for color shading at seams.
4. Avoid cross seams.

D. Scribe and cut resilient sheet flooring to butt neatly and tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, and door frames.

E. Extend resilient sheet flooring into toe spaces, door reveals, closets, and similar openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on resilient sheet flooring as marked on substrates. Use chalk or other nonpermanent marking device.

G. Install resilient sheet flooring on covers for telephone and electrical ducts and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of flooring installed on covers and adjoining flooring. Tightly adhere flooring edges to substrates that abut covers and to cover perimeters.

H. Adhere resilient sheet flooring to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

I. Seamless Installation:

1. Heat-Welded Seams: Comply with ASTM F 1516. Rout joints and heat weld with welding bead to permanently fuse sections into seamless flooring. Prepare, weld, and finish seams to produce surfaces flush with adjoining flooring surfaces.

J. Integral-Flash-Cove Base: Cove resilient sheet flooring **6 inches** up vertical surfaces. Support flooring at horizontal and vertical junction with cove strip. Butt at top against cap strip.

3.4 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient sheet flooring.

B. Perform the following operations immediately after completing resilient sheet flooring installation:

1. Remove adhesive and other blemishes from surfaces.
2. Sweep and vacuum surfaces thoroughly.
3. Damp-mop surfaces to remove marks and soil.

C. Protect resilient sheet flooring from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover resilient sheet flooring until Substantial Completion.

END OF SECTION 09651

SECTION 09653 - RESILIENT WALL BASE AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Resilient base.

2. Flooring transitions and accessories.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified, not less than 2 inches long for resilient base, 6 inches for carpet transitions.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Furnish not less than 6 linear feet, of each type, color, pattern, and size of resilient product installed.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.6 FIELD CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 60 deg F or more than 90 deg F, in spaces to receive resilient products during the following time periods:

1. 48 hours before installation.
2. During installation.

3. 48 hours after installation.

B. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Low-Emitting Materials: Flooring system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.2 THERMOSET-RUBBER BASE **RB-1**

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Burke Mercer Flooring Products, Division of Burke Industries Inc.
2. Flexco.
3. Roppe Corporation, USA.

B. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).

1. Style and Location:
   a. Style B, Cove: Provide in all areas to receive carpet.

C. Thickness: 0.125 inch.

D. Height: 4 inches

E. Lengths: Coils in manufacturer's standard length.

F. Outside Corners: Manufacturer’s preformed corners.

G. Inside Corners: Manufacturer’s preformed corners.

H. Colors: As Selected by Architect from full range of industry colors.

2.3 RUBBER MOLDING ACCESSORY

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Roppe Corporation, USA.
2. VPI, LLC, Floor Products Division.

B. Products Descriptions:

1. Rubber cap strip for coved resilient flooring.
2. Rubber resilient flooring to carpet transition strips.
3. Integral-Flash-Cove-Base Accessories:

a. Cove Strip: 1-inch radius provided or approved by resilient sheet flooring manufacturer.

C. Profile and Dimensions: As required, and as selected by Architect.

D. Locations: Provide rubber molding accessories between Dorm Room carpet & resilient flooring in Bathrooms.

E. Colors and Patterns: As selected by Architect from full range of manufacturer's colors.

2.4 INSTALLATION MATERIALS

A. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

1. Adhesives shall have a VOC content of 50 g/L or less.
2. Adhesives shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.

C. Do not install resilient products until they are the same temperature as the space where they are to be installed.

1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.

D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

3.3 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Preformed Corners: Install preformed corners before installing straight pieces.

3.4 RESILIENT ACCESSORY INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient accessories.

B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor covering that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

B. Perform the following operations immediately after completing resilient-product installation:

1. Remove adhesive and other blemishes from exposed surfaces.
2. Sweep and vacuum horizontal surfaces thoroughly.
3. Damp-mop horizontal surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 09653

SECTION 09683 - CARPET TILE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes:

1. Modular, tufted carpet tile.

B. Related Requirements:

1. Section 02411 "Selective Demolition" for removing existing floor coverings.
2. Section 09653 "Resilient Wall Base and Accessories" for resilient wall base and transition accessories installed with carpet tile.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:

a. Review delivery, storage, and handling procedures and onsite storage areas.
b. Review ambient conditions and ventilation procedures.
c. Review subfloor preparation procedures and conditions.
d. Review pattern and/or tile orientation.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
2. Include installation recommendations for each type of substrate.

a. For installation adhesive, documentation including printed statement of VOC content.

B. Shop Drawings: Show the following, on a copy of the Bid Documents floor plan:

1. Carpet tile type, color.
2. Type of installation.
3. Pattern of installation.

4. Type, color, and location of edge, transition, and other accessory strips.
5. Transition details to other flooring materials.

C. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name.

1. Carpet Tile: Sample book with full color & pattern options.
2. Exposed Edge, Transition, and Other Accessory Stripping: 6-inch-long samples.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:

1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.7 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Carpet Tile: Full-size units equal to 4-percent of amount installed, but not less than 2-full boxes of tiles or approx. 80 sq.ft.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer with 5-years of experience.

B. Fire-Test-Response Ratings: Where indicated, provide carpet tile identical to those of assemblies tested for fire response according to NFPA 253 by a qualified testing agency.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Comply with CRI 104.

1.10 FIELD CONDITIONS

A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.

1.11 WARRANTY

A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installed that fail in materials or workmanship within specified warranty period.

1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
2. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, loss of tuft bind strength, loss of face fiber, and delamination.
3. Warranty Period: 5 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MODULAR CARPET TILE

A. Available Products: Subject to compliance with requirements, provide the following products or a comparable product from the following or an approved equal:

1. LEES Carpet (The Mohawk Group)
2. Mannington Commercial

B. Color: As selected by Architect.

C. Pattern: As selected by Architect

D. Fiber Content: 100% 6,6 nylon.

E. Fiber Type: Premium nylon, Antron Legacy or Lumena. (Duracolor by LEES stain resistant system.)

F. Pile Characteristic: Textured multi-colored loop.

G. Pile Thickness: 0.084 to 0.100 inches, for finished carpet tile.

H. Stitches: 9.0 to 11.0 stitches per inch.

I. Gage: 1/12 (47.00 rows per 10 cm).

J. Face Weight: **up to 26 oz./sq. yd.**

K. Primary Backing/Backcoating: EcoFLex ICT or equal

L. Size: 24 by 24 inches.

M. Performance Characteristics: As follows:

1. Appearance Retention Rating: Severe traffic, 3.5 minimum according to ASTM D 7330.
2. Emissions: Provide carpet tile that complies with testing and product requirements of CRI's "Green Label Plus" program: 1098 or GLP-70522

2.2 INSTALLATION ACCESSORIES

A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.

B. Adhesives: Water-resistant, mildew-resistant, non-staining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.

1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects.

B. For wood subfloors, verify the following:

1. Underlayment surface is free of irregularities and substances that may interfere with adhesive bond or show through surface.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.

B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch wide or wider and protrusions more than 1/32 inch unless more stringent requirements are required by manufacturer's written instructions.

C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.

D. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 INSTALLATION

A. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions.

B. Installation Method: As recommended in writing by carpet tile manufacturer.

C. Maintain dye lot integrity. Do not mix dye lots in same area.

D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.

E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.

G. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

A. Perform the following operations immediately after installing carpet tile:

1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer.
2. Remove yarns that protrude from carpet tile surface.
3. Vacuum carpet tile using commercial machine with face-beater element.

B. Protect installed carpet tile to comply with CRI 104, Section 16, "Protecting Indoor Installations."

C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 09683

SECTION 09720 - WALL COVERINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Vinyl wall covering wainscot.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include data on physical characteristics, durability, fade resistance, and flame-resistance characteristics.

B. Shop Drawings: Show location and extent of each wall-covering type. Indicate seams and termination points.

C. Samples for Initial Selection:

1. For each type of wall covering indicated – standard sample chain.
2. Wainscot cap trim sections. 4” lengths.
3. Aluminum corner trim sections. 4” lengths.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: Installer qualifications: Engage an installer who has no less than 3 year’s of experience in installation of systems similar in complexity to those required for this project.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For wall coverings to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: As determined by testing identical wall coverings applied with identical adhesives to substrates according to test method indicated below by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Surface-Burning Characteristics: As follows, per ASTM E 84:

a. Flame-Spread Index: **75** or less.
b. Smoke-Developed Index: **450** or less.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install wall coverings until spaces are enclosed and weathertight, wet work in spaces is complete and dry, work above ceilings is complete, and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

B. Ventilation: Provide continuous ventilation during installation and for not less than the time recommended by wall-covering manufacturer for full drying or curing.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Low-Emitting Materials: Wall covering system shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.2 WALL COVERINGS

A. General: Provide rolls of each type of wall covering from same print run or dye lot.

2.3 VINYL WALL COVERING WAINSCOT

A. Manufacturer’s Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1. C/S Group products: C/S Acrovyn 4000 Saratoga Series Wall System.

B. Vinyl Wall-Covering Standards: Provide mildew-resistant products complying with the following:

1. Impact Strength: Provide assembled wall protection units that have been tested in accordance with the applicable provisions of ASTM F476.
2. Chemical and stain resistance: Provide wall protection system components with chemical and stain resistance in accordance with ASTM D543.

C. Materials:

1. Engineered PETG Modular Wall System to be Acrovyn 4000 Saratoga by Construction Specialties Inc: Wall System to be comprised of .040" (1.02mm) thick Acrovyn 4000 sheet with horizontal moldings.

2. Horizontal cap moldings to be manufactured of matching.040" (1.02mm) thick Acrovyn 4000 C/S Acrovyn 4000 Rigid Sheet. Ha

   a. Cap molding: 2” wide by ½” thick by standard lengths.

3. Aluminum trims at vertical inside and outside corners.

D. Sheet Size: 48” x 96”

E. Colors, Textures, and Patterns: As selected by Architect from manufacturer's full range.

2.4 ACCESSORIES

A. Adhesive: Mildew-resistant, nonstaining**,** adhesive, for use with specific wall covering and substrate application; as recommended in writing by wall-covering manufacturer.

1. Adhesive shall have VOC content of **50** g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for levelness, wall plumbness, maximum moisture content, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Comply with manufacturer's written instructions for surface preparation.

B. Clean substrates of substances that could impair bond of wall covering, including dirt, oil, grease, mold, mildew, and incompatible primers.

C. Prepare substrates to achieve a smooth, dry, clean, structurally sound surface free of flaking, unsound coatings, cracks, and defects.

1. Moisture Content: Maximum of 5 percent on new plaster, concrete, and concrete masonry units when tested with an electronic moisture meter.
2. Gypsum Board: Prime with primer as recommended in writing by primer/sealer manufacturer and wall-covering manufacturer.
3. Painted Surfaces: Treat areas susceptible to pigment bleeding.

D. Check painted surfaces for pigment bleeding. Sand gloss, semigloss, and eggshell finish with fine sandpaper.

E. Remove hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

F. Acclimatize wall-covering materials by removing them from packaging in the installation areas not less than 24 hours before installation.

G. Install wall liner, with no gaps or overlaps, where required by wall-covering manufacturer. Form smooth wrinkle-free surface for finished installation. Do not begin wall-covering installation until wall liner has dried.

3.3 INSTALLATION

A. General: Comply with wall-covering manufacturers' written installation instructions applicable to products and applications indicated except where more stringent requirements apply.

B. Install wall covering with recommended gaps between sheets for sealant joints. No overlaps, no lifted or curling edges, and no visible shrinkage.

C. Install seams vertical and plumb at least 6 inches from outside corners and 3 inches from inside corners. No horizontal seams are permitted.

D. Fully bond wall covering to substrate. Remove air bubbles, wrinkles, blisters, and other defects.

E. Trim edges and seams for color uniformity, pattern match, and tight closure. Butt seams without any overlay or spacing between strips.

F. Install corner aluminum trims straight & plumb. Install horizontal top cap trim plumb & level.

3.4 CLEANING

A. Remove excess adhesive at finished seams, perimeter edges, and adjacent surfaces.

B. Use cleaning methods recommended in writing by wall-covering manufacturer.

C. Replace strips, panels, aluminum trim, or vinyl trims that cannot be cleaned.

D. Reinstall hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.

END OF SECTION 09720

SECTION 09912 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Gypsum wall board.

1.3 ACTION SUBMITTALS

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

B. Samples for Verification: Submit sample draw-down for color verification of each color that has been selected by Architect for project.

1. Submit Samples on rigid backing, 8 inches square.
2. Label each Sample for location and application area.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.5 PROJECT CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Benjamin Moore & Co. (Basis of Design)
2. Kelly-Moore Paints.
3. Miller Paint.
4. Sherwin-Williams Company
5. Spectra-Tone.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Chemical Components of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24) and the following chemical restrictions; these requirements do not apply to primers or finishes that are applied in a fabrication or finishing shop:

1. Flat Paints and Coatings: VOC content of not more than 50 g/L.
2. Nonflat Paints and Coatings: VOC content of not more than 150 g/L.
3. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
4. Restricted Components: Paints and coatings shall not contain any of the following:

    a. Acrolein.
    b. Acrylonitrile.
    c. Antimony.
    d. Benzene.
    e. Butyl benzyl phthalate.
    f. Cadmium.
    g. Di (2-ethylhexyl) phthalate.
    h. Di-n-butyl phthalate.
    i. Di-n-octyl phthalate.
    j. 1,2-dichlorobenzene.
    k. Diethyl phthalate.
    l. Dimethyl phthalate.
    m. Ethylbenzene.

n. Formaldehyde.
o. Hexavalent chromium.
p. Isophorone.
q. Lead.
r. Mercury.
s. Methyl ethyl ketone.
t. Methyl isobutyl ketone.
u. Methylene chloride.
v. Naphthalene.
w. Toluene (methylbenzene).
x. 1,1,1-trichloroethane.
y. Vinyl chloride.

C. Colors: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Gypsum Board: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

D. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 INTERIOR PAINTING SCHEDULE

A. Gypsum Board Substrates: Basis of Design manufacturer is identified, other products may be considered with similar properties, as determined by the Architect.

1. Latex Paint System (**PT-1**): (Walls & Ceilings)

a. Prime Coat: Interior latex primer/sealer.

1) Benjamin Moore, Eco Spec WB, Interior Latex primer **N372**, or approved equal.

b. Intermediate Coat: Interior latex matching topcoat.

c. Topcoat: Low odor, zero VOC, Interior 100% latex paint, providing mildew resistant coating, water clean-up, high-hide in two coats.

1) Benjamin Moore, **Aura**, waterborne interior paint, Satin Finish **K526**, or approved equal.

END OF SECTION 09912

SECTION 10280 - TOILET AND BATH ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Bathroom Accessories:
   a. Towel bars: 18”, 24”
   b. Robe hooks.
   c. Glass shelves.
   d. Towel shelf.
   e. Paper towel roll holder.
2. Sink base cabinets.
3. Swinging Glass Shower Doors.

B. Related Sections:

1. Section 10281 "Solid Surface Shower Pans, Wall Panels and Lavatories" for shower pans & walls.
2. Section 10281 "Solid Surface Shower Pans, Wall Panels and Lavatories" for integral lavatory countertop units.
3. Division 15 - Mechanical sections for shower faucets, lavatory faucets, & shower drains.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include the following:

1. Construction details and dimensions.
2. Anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
3. Material and finish descriptions.
4. Features that will be included for Project.
5. Manufacturer's warranty.

B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required.

1. Identify locations using room designations indicated on Drawings.
2. Identify products using designations indicated on Drawings.

C. Maintenance Data: For toilet and bath accessories to include in maintenance manuals.

1.4 QUALITY ASSURANCE

A. Source Limitations: For products listed together in the same articles in Part 2, provide products of same manufacturer unless otherwise approved by Architect.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.5 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.

B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.6 WARRANTY

A. Special Mirror Warranty: Manufacturer's standard form in which manufacturer agrees to replace mirrors that develop visible silver spoilage defects and that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Stainless Steel: ASTM A 666, Type 304, 0.0312-inch minimum nominal thickness, unless otherwise indicated.

B. Brass: ASTM B 19 flat products; ASTM B 16, rods, shapes, forgings, and flat products with finished edges; or ASTM B 30, castings.

C. Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold rolled, commercial steel), 0.0359-inch minimum nominal thickness.

D. Galvanized Steel Sheet: ASTM A 653/A 653M, with G60 hot-dip zinc coating.

E. Galvanized Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.

F. Fasteners: Screws, bolts, and other devices of same material as accessory unit and tamper-and-theft resistant where exposed, and of galvanized steel where concealed.

G. Chrome Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).

2.2 BATHROOM ACCESSORIES

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following, or approved equal:

1. Gatco Fine Hardware
2. A & J Washroom Accessories, Inc.
3. American Specialties, Inc.
4. Bobrick Washroom Equipment, Inc. (Basis of Design)
5. Bradley Corporation.

B. Towel Bars: (**TB-xx**):

1. Basis-of-Design Product:
   a. TB-18: 18" Single Towel Bar: Gatco GC 4681
   b. TB-24: 24" Double Towel Bar: Gatco GC 4684
2. Description: Gatco Channel Collection: Single or double towel bar, surface mounted with concealed fasteners, forged brass construction, chrome plated round bars, round mounting plate.
3. Material and Finish: Polished chrome finish on forged brass.

C. Robe Hooks (**RH**):
1. Basis-of-Design Product:
   a. Gatco Channel Collection, GC 4685.
2. Description: L-shaped robe hook with round mounting bracket, chrome plated brass construction.
3. Mounting: Surface mounted, concealed fasterners.
4. Material and Finish: Polished chrome finish on forged brass.

D. Glass Shelves (**GS**):
1. Basis-of-Design Product:
   a. Gatco GC 4686 Glass Shelf
2. Description: Gatco Channel Collection Surface-mounted curved, tempered glass shelf with round mounting brackets.
3. Dimensions: 20 inches wide x 5.25 inches deep, 8 mm Tempered Glass
4. Mounting: Surface mounted with concealed fasteners.
5. Glass: Clear, tempered.
6. Material and Finish: Mounting brackets – polished chrome finish on forged brass.

E. Towel Shelf (**TS**):
1. Basis-of-Design Product:
   a. Gatco GC 1534
   b. American Specialties, Model: 7311-24
2. Description: Surface-mounted double towel bars with top shelf. All chrome plated brass tubes & mounting plates.
3. Mounting: Surface mounted with matching chrome screws.
4. Material and Finish: Forged brass with polished chrome plate finish.

F. Paper Towel Roll Holder (**PTH**):
1. Basis-of-Design Product:
   a. InterDesign Forma Wingo 150602
2. Description: Wall-mounted, single roll, residential style paper towel holder. Compression holds roll in place and controls spinning.
3. Mounting: Surface mounted.
4. Capacity: Designed for (1) paper towel roll.
5. Material and Finish: Stainless steel, (satin).

2.3 WOOD SINK BASE CABINETS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal.
1. Foremost, Worthington Collection, 24” Vanity Cabinet.
   a. Model: WREA2421D
   b. Color: Espresso

B. Sink Base Cabinets:

1. Description: Prefabricated wood base cabinet for use with specified solid surface integral sink in vanity top units.
2. Size: Approx. 33-34” H x 21-22” D x 24” W
3. Vanity cabinet shall have single door on one half, with two drawers on the other half. Include metal drawer slides; door & drawer pull hardware; and concealed hinges.
4. Material and Finish: Wood door & drawer faces; prefinished: dark finish.
5. Base: Toe-kick space.

2.4 SWINGING GLASS SHOWER DOORS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following or approved equal:
1. Kohler.
2. Dreamline Shower Doors; Bath Authority, LLC.

B. Swinging Glass Shower Doors:

1. Description: Frameless design with tempered safety glass door, and tempered safety glass stationary panel for stability.
2. Material and Finish:
   a. Clear glass panels.
   b. Bright Silver or Chrome finish on brass materials for handles, hinges, and support brackets.
3. Support: Stationary shelves or brackets at the fixed panels for stability in addition to wall attachment.
4. Models, provide one of the following Basis-of-Design products, or approved equal:
   a. Kohler. Model: K-705701-L (33-36”) or K-705704-L (45-48”)
   b. Dreamline. Model: SHDR-203472210 (for 36” enclosure) or SHDR-20467210S (48” enclosure) or similar as needed for shower opening.

5. Size:
   a. Glass thickness: 3/8” min.
   b. Door height: 72”
   c. Width as required for shower stall opening: Size as needed for 36” and 48” nominal, shower stalls.

2.5 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

3.2 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.

B. Remove temporary labels and protective coatings.

C. Clean and polish exposed surfaces according to manufacturer's written recommendations.

END OF SECTION 10280

SECTION 10281 – SOLID SURFACE SHOWER PANS, WALL PANELS AND LAVATORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Shower Pans
2. Shower Wall Panels
3. Lavatory Basins

B. Related Sections:

1. Section 10280 "Toilet and Bath Accessories" for sink base cabinets.
2. Section 10280 "Toilet and Bath Accessories" for swinging glass shower doors.
3. Division 15 - Mechanical sections for shower faucets, lavatory faucets, & shower drains.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and finishes for solid surface shower pans, shower wall panels, and lavatory basins.
2. Include product information, construction details, materials descriptions, and dimensions for required sizes of glass shower doors.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance & Cleaning Data: For shower pans, wall panels, sink basins and glass wall/door panels to be included in maintenance manuals.

PART 2 - PRODUCTS

2.1 INDIVIDUAL SHOWER PANS

A. Shower Pan Basins: **SB-1, SB-2**

1. Solid-Surface Shower Pans:

a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1) Swanstone, The Swan Corporation. (Basis of Design)
2) American Standard Company.
3) Tower Industries.

2. General: Compression molded **solid-surface** shower pan base for built-up-type shower enclosure.
3. Standard: ANSI/ICPA SS-1 for solid-surface material. ANSI Z124.1.2-2005.
4. Type: Standard commercial.
5. Nominal Size and Shape:

a. **SB-1**: 34 by 48 inches, (Swanstone: SS-3448)
b. **SB-2**: 36 by 36 inches, (Swanstone: SS-3636)

6. Color: To be selected by Architect from full line of Manufacturer's colors & patterns.
7. Outlet: Coordinate manufacturer's standard drain trim with Division 15-Mechanical.
8. Bathing Surface: Slip resistant according to ASTM F 462.
9. Warranty: Limited 10-year for Commercial installations.

2.2 LAVATORY BASINS

A. Lavatory Basins: **L-1**

1. Solid-Surface Sink Basins:

a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1) Swanstone; The Swan Corporation. (Basis of Design)
2) American Standard Company.
3) Tower Industries.

2. General: Compression molded **solid-surface lavatory vanity top** with overflow and integral sink bowl and back splash. 3" Backsplash, 1" thick leading edge.
3. Standard: Class 1A fire rating. ANSI/ICPA SS-1 for solid-surface material. ANSI Z124.3.
4. Type: Standard commercial.
5. Nominal Size and Shape, **L-1**:

a. Size: 22" D x 25" W, (Model: Swanstone, CV-2225)
b. Shape: Rectangular, sweeping bowl.

6. Color: To be selected by Architect from full line of Manufacturer's colors & patterns.
7. Edge Treatment: BV-1, (1/4" bevel).
8. Drain & Faucet: Coordinate drain trim & faucet with Division 15-Mechanical.
9. Faucet Preparation: Provide single-hole preparation for faucet. Coordinate with Div.15.

10. Warranty: Limited 25-year for Commercial installations.

2.3 SHOWER WALLS

A. Solid Surface Shower Walls:

a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1) Swanstone, The Swan Corporation. (Basis of Design)
2) Corian Solid Surface
3) WilsonArt Solid Surface

2. General Description: Compression molded, reinforced **solid surface flat wall panels**, 3-panel installation.
3. Material: Solid Surface polymer.
4. Sizes:
   a. For SB-1: Model: Swanstone, MK96-3648. (96" H x 36" W sides, 48" W back panels.)
   b. For SB-2: Model: Swanstone, SS-3672-3. (72" H x 36"W Panels on 3-sides.)
5. Color: To be selected by Architect from full line of Manufacturer's colors & patterns.
6. Warranty: Limited 25-year for Commercial installations.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine roughing-in of water-supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before shower installation.

B. Examine walls and floors for suitable conditions where showers will be installed.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Assemble shower components according to manufacturers' written instructions.

B. Install showers pans level and plumb according to roughing-in drawings.

C. Install wall flanges or escutcheons at piping wall penetrations in exposed, finished locations. Use deep-pattern escutcheons if required to conceal protruding fittings.

D. Seal joints between showers and floors and walls using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color.

3.3 CONNECTIONS

A. Comply with traps and soil and waste piping requirements specified in Division 15.

3.4 CLEANING AND PROTECTION

A. After completing installation of showers pans and wall panels, inspect and repair damaged finishes.

B. Clean shower pans, wall panels, faucets, and other fittings with manufacturers' recommended cleaning methods and materials.

C. Do not allow use of showers for temporary facilities unless approved in writing by Owner.

END OF SECTION 10281

SECTION 15010 - GENERAL MECHANICAL

PART 1 - GENERAL

1.1 WORK INCLUDED

A. The mechanical work is governed by the entire specification and not just Division 15. The entire specification must be examined for requirements relating to the WORK hereunder. The WORK covered by this and all other Mechanical subsections consists of furnishing labor, equipment, and materials in accordance with the specifications or drawings, or both, together with any incidental items not shown or specified which can be reasonably inferred or taken as belonging to the WORK and necessary in good practice to provide a complete system described or shown as intended.

1.2 WORDING OF THE SPECIFICATIONS

A. These specifications are of the abbreviated or streamlined type and frequently include incomplete sentences. However, periods are used for clarity. Words such as "shall", "shall be", "the Contractor shall", and similar mandatory phrases shall be supplied by inference in the same manner as they are required for the notes on the drawings.

1.3 CODES AND REGULATIONS

A. All WORK hereunder shall be strictly in conformance with applicable codes and regulations. All plumbing work shall be in accordance with the 2009 Uniform Plumbing Code and City and Borough of Juneau modifications insofar as minimum requirements are concerned, but the drawings and specifications shall govern in case the minimum requirements are exceeded. All electrical equipment shall bear the UL label.

1.4 SUBMITTALS

A. General: Provide submittal procedures according to Conditions of Contract and Division 1 Specifications Sections. Drawings and general provisions of the Contract, including General, Supplementary Conditions, and all Division Specification Sections, apply to this Section. Approval of the data shall not eliminate responsibility for compliance with the drawings or specifications unless specific attention has been called in writing to proposed deviations at the time of transmittal of the data and such deviations have been approved, nor shall it eliminate the responsibility for freedom of errors of any sort in the data. All submittal data for project construction is to be turned in for approval at the same time in order for an efficient review process.

B. Trade names and catalog numbers of manufactured products included herein are intended to indicate the type, size, and grade of quality of equipment and materials required and such equipment and materials are approved for installation, subject to full compliance with the specifications. Except where single manufacture is specified for standardization, requests for approval of other manufacturers than those specified must be accompanied by complete descriptions including overall dimensions, performance data, and, if catalog material, identification of specific products or items proposed.

C. Submittal Format: All data shall be submitted at one time in neatly bound loose-leaf three ring binders with pockets and tabulated in the same order of Specification Division 15000 section. All data shall be typed, minimum 10 point font, no exceptions. Data submitted that is not conforming to these specification requirements will be returned without reviewing and will need to be resubmitted at Contractors sole complete cost.

1. Each binder shall have a set of separators with index tabs A to Z. Tabs are to be printed type. Slip-in tabs not acceptable.
2. The first page shall be a cover sheet with project name, address, date, submittal product name, all applicable contractors and contact information, and all applicable consultants and contact information.
3. Second page shall be a submittal manual index of all project Specification sections with respective tab numbers, and respective book number, if applicable.
4. The first page of each manuals section shall be an index of that respective project Specification section and number with each product name, manufacturer name and model number.
5. Each manuals section shall be labeled and certified by mechanical Subcontractor that the data presented is in accordance with project Specifications. Index sheet in front of completed binder listing each piece of equipment or material submitted.
6. Product Data to be utilized shall be flagged and noted and all other data shall be crossed out or otherwise flagged that it is not in the project.
7. Data shall be inserted in binders in order of Specification number. Specification number shall be clearly labeled on each submittal page.

D. As-built Drawings: As-built drawings shall be required from all mechanical contractors and shall accurately show all changes from contract documents. As-built drawings shall show all underground piping whether changed or not, dimensioned from building lines.

E. Operating and Maintenance Data: See Division 1 for the number of sets of data to be provided for submittal and additional requirements. The following data shall be provided the Architect for approval 30 days prior to the request for final inspection. The data shall be provided complete at one time. Partial or separate data will be returned for completion. See 1.4.C. for format requirements. In addition the below applies:

1. Nameplate directory: List of all equipment nameplates, giving manufacturer's nameplate data, nameplate designation, location of equipment, and area served. See Section 15075 MECHANICAL IDENTIFICATION.
2. Manufacturers' literature: Manufacturers' instructions for operation and maintenance of all mechanical equipment and specialties, including replacement parts lists, capacity curves or charts, equipment data sheets, manufacturers' literature on the equipment, and control drawings, all suitable for side binding to 8-1/2 x 11 inch size. All data not applicable to the job is to be crossed out or deleted.
3. Operating instructions: The Contractor shall prepare a brief description of the systems, explaining how the systems operate and indicating the proper settings of controls and switches. The instructions are to include all information required for the proper settings of controls and switches. The instructions are to include all information required for the proper operation of the systems. Technical knowledge on controls or adjustments requiring specialized technicians should not be included in the instructions.
4. Maintenance instructions: Typewritten instructions for the maintenance of the systems, listing each service required on all of the mechanical equipment, including inspections, lubrication, cleaning, checking, and all other operations required.

5. Maintenance schedule: List of each item of mechanical equipment requiring inspection, lubrication, cleaning, or service. Each item of equipment is to be listed separately with the service required. List to include the times during the year when such inspection and maintenance shall be performed. The specific maintenance required shall be referenced back to the maintenance instructions. Specific written instructions shall address the complete drainage of the plumbing system.

F. Instructions To Personnel: the mechanical subcontractor shall instruct operating personnel in the operation, maintenance, and complete drainage of the systems before accepting the responsibility of operation and maintenance of the systems.

G. Qualification Data: For sheet metal installers, pipe fitters, insulation installers.

H. Submit prior to Substantial Completion Inspection and Final Inspection a detailed list of equipment and systems that will not be completed for the completion date. Include status and information of deficiencies from all previous inspection reports.

I. Submit prior to Re-inspections of Substantial Completion Inspections, if applicable, and the Final Inspection a marked copy of the previous Engineers Inspection Reports detailing all items that have been completed and all items that have not been completed with reasons thereof. Re-inspection or Final Inspection will not occur until receipt of this list.

1.5 COOPERATIVE WORK

A. The WORK hereunder shall be coordinated between various mechanical sections and with the work specified under other divisions or contracts toward rapid completion of the entire project. If any cooperative work must be altered due to lack of proper supervision hereunder, or failure to make proper provisions in time, then the WORK hereunder shall include all expense of such changes as are necessary to be made in the WORK under other divisions and contracts, and such changes shall be directly supervised by the Architect and shall be made to the satisfaction of the Architect.

B. In general pitched piping shall take preference in location within the building. Coordination of all drain valves, and other equipment requiring maintenance procedures is required with all building components during construction for maximum accessibility and proper location as intended.

1.6 QUALITY ASSURANCE

A. Perform WORK in conformance with all applicable codes, regulations, local ordinances, contract documents, and generally accepted good practice. If discrepancies exist between specifications and contract plans then the solution that provides the OWNER with the highest quality of product or installation shall be deemed as intended by the contract documents.

B. All sheet metal workers shall have a minimum documented sheet metal fabrication and installation experience in commercial or industrial facilities of 3 years or be enrolled in an Alaska Department of Labor approved Sheet Metal Apprentice program. The ratio of on-site workers shall not exceed 3 apprentices or sheet metal workers for every one foreman. A foreman is defined as a sheet metal worker with minimum 3 years experience as detailed above or is an approved Journeyman.

C. All Plumbers and Pipe Fitters shall have a minimum documented installation experience in commercial or industrial facilities of 3 years or be enrolled in an Alaska Department of Labor approved Plumbers and Pipe Fitters Apprentice program. The ratio of on-site workers shall not exceed 2 apprentices or pipe fitters for every one Journeyman.

1.7 FIELD MEASUREMENTS

A. See Division 1 for specific requirements regarding: Field Measurements and Site Conditions. Variations apparently necessary due to existing conditions shall be made only on approval in writing by the Architect. All measurements shall be verified at the site and prior to fabrications of equipment and systems. The existing conditions shall be fully observed before beginning the WORK hereunder, and the WORK hereunder executed in full coordination with the existing conditions observed.

1.8 WARRANTY

A. See Division 1 for specific requirements regarding: Product warranties and product bonds.

B. The CONTRACTOR shall provide continuous and generally trouble-free operation of the mechanical systems for the time period listed in Division 1 or for one year after final completion whichever time period is longer. The operation and maintenance of systems other than incidental operations shall be the sole responsibility of the CONTRACTOR and shall be addressed by the CONTRACTOR immediately if deficiencies are present.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 15010

SECTION 15080 - MECHANICAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes thermal insulation for piping and duct systems including vapor retarders, jackets and accessories.

B. Related Sections:
1. Section 15060 – Hangers and Supports: Execution requirements for inserts for placement by this section.

1.2 REFERENCES

A. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.

B. ASTM C547 - Standard Specification for Mineral Fiber Preformed Pipe Insulation.

C. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.

D. NAIMA (North American Insulation Manufacturers Association) - National Insulation Standards.

1.3 SUBMITTALS

A. See Division 1 for specific requirements regarding: Submittal Procedures: Submittal procedures.

B. Product Data: Provide product description, thermal characteristics and list of materials and thickness for each service, and locations.

C. Manufacturer's Installation Instructions: Indicate installation procedures that ensure acceptable workmanship and installation standards will be achieved.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

E. Installer information.

1.4 QUALIFICATIONS

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

B. Applicator: Company specializing in performing Work of this section with minimum three years documented experience.

1.5 DELIVERY, STORAGE, AND HANDLING

A. See Division 1 for specific requirements regarding: Product Requirements: Product storage and handling requirements.

B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.

C. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.6 ENVIRONMENTAL REQUIREMENTS

A. See Division 1 for specific requirements regarding: Product Requirements.

B. Do not install insulation outside ambient conditions required by manufacturer of each product.

C. Maintain temperature during and after installation for minimum period of 24 hours.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 WARRANTY

A. See Division 1 for specific requirements regarding: Execution Requirements: Product warranties and product bonds.

PART 2 - PRODUCTS

2.1 MAN MADE MINERAL FIBER

A. Manufacturers:
1. Knauf.
2. Owens Corning.
3. CertainTeed.
4. Substitutions: See Division 1 for requirements.

B. Provide materials in accordance with State standards.

C. Insulation: ASTM C547 Mineral Fiber Pipe Insulation, Type I 850. 3 lb. density.

D. Insulation: ASTM C795; semi-rigid, noncombustible, end grain adhered to jacket.
1. 'K' factor: ASTM C177, 0.24 at 75 degrees F.
2. Maximum service temperature: 650 degrees F.
3. Maximum moisture absorption: 0.2 percent by volume.

E. Vapor Retarder Jacket:
1. White Kraft paper with glass fiber yarn, bonded to aluminized film.
2. Moisture vapor transmission: ASTM E96; 0.02 perm-inches.

F. Tie Wire: 0.048 inch stainless steel with twisted ends on maximum 12 inch centers.

G. Vapor Retarder Lap Adhesive:
1. Manufacturers:
a. DuroDyne

b. Knauf
c. Vimasco
d. Substitutions: See Division 1 for requirements.

2. Compatible with insulation.

H. Insulating Cement/Mastic:

1. Manufacturers:
   a. Vimasco
   b. Fibrex
   c. Insulco
   d. Childers
   e. Fosters
   f. Substitutions: See Division 1 for requirements.
2. Water based insulation adhesive, UL classified.

2.2 PVC PLASTIC.

A. Manufacturers:

1. Proto/Knauf.
2. Owens Corning.
3. Speedline.

B. Pipe Jacket: One piece molded type fitting covers and sheet material, off-white color.

1. Thickness: Minimum 15 mil
2. Connections: Tacks or Pressure sensitive color matching vinyl tape.

C. Covering Adhesive Mastic:

1. Manufacturers:
   a. Proto/Knauf.
   b. Owens Corning.
2. Compatible with insulation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. See Division 1 for specific requirements regarding: Administrative Requirements: Coordination and project conditions.

B. Verify that piping, and equipment has been tested before applying insulation materials.

C. Verify that surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION

A. Install in accordance with NAIMA National Insulation Standards.

B. Exposed Piping: Locate insulation and cover seams in least visible locations.

C. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including but not limited to fittings, valves, unions, flanges, strainers, flexible connections, coil headers, and expansion joints.

D. Insulated pipes conveying fluids below ambient temperature:
   1. Provide factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal all staple penetrations with vapor retarder mastic.
   2. Insulate fittings, flanges, unions, strainers, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor retarder adhesive or PVC fitting covers.

E. Insulated pipes conveying fluids above ambient temperature:
   3. Provide factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or the pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.
   4. Insulate fittings, flanges, unions, strainers, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.

F. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.

G. Finish insulation at supports, protrusions, and interruptions.

3.3 SCHEDULES

A. Plumbing Systems:
   1. Domestic Hot and Cold Water Supply:
      a. Man Made Mineral Fiber Insulation:
         1) Pipe Sizes up to ¾ inch size: ½ inch thick.

END OF SECTION 15080

SECTION 15140 - DOMESTIC WATER PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes domestic water piping, fittings, and accessories.

1.2 REFERENCES

A. ASME B16.1 (American Society of Mechanical Engineers) - Cast Iron Pipe Flanges and Flanged Fittings Class 25, 125, 250 and 800.

B. ASME B16.18 (American Society of Mechanical Engineers) - Cast Copper Alloy Solder Joint Pressure Fittings.

C. ASME B16.22 (American Society of Mechanical Engineers) - Wrought Copper and Bronze Solder Joint Pressure Fittings.

D. ASME B16.26 (American Society of Mechanical Engineers) - Cast Bronze Fittings for Flared Copper Tubes.

E. ASME B31.9 (American Society of Mechanical Engineers) - Building Service Piping.

F. ASTM B32 - Solder Metal.

G. ASTM B42 - Seamless Copper Pipe.

H. ASTM B88 - Seamless Copper Water Tube (ASTM B88M - Seamless Copper Water Tube [Metric]).

I. ASTM E814 - Fire Tests of Through-Penetration Fire Stops.

J. AWS A5.8 (American Welding Society) - Brazing Filler Metal.

1.3 SUBMITTALS

A. See Division 1 for specific requirements regarding: Submittal Procedures: Submittal procedures.

B. Product Data:

1. Submit data on pipe materials; pipe fittings, and accessories. Provide manufacturers catalog information.

C. Manufacturer's Installation Instructions: Submit installation instructions for equipment and accessories.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.4 QUALIFICATIONS

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

1.5 DELIVERY, STORAGE, AND HANDLING

A. See Division 1 for specific requirements regarding: Product Requirements: Product storage and handling requirements.

B. Accept equipment on site in shipping containers with labeling in place. Inspect for damage.

C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.6 ENVIRONMENTAL REQUIREMENTS

A. See Division 1 for specific requirements regarding: Product Requirements.

PART 2 - PRODUCTS

2.1 WATER PIPING, ABOVE GRADE

A. Copper Tubing: ASTM B88, Type L hard drawn.

1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
2. Joints: ASTM B32, solder, Grade 95TA. Press fit joints by listed manufacturer acceptable.

2.2 FLANGES, UNIONS, AND COUPLINGS

A. Pipe Size 3 inches and under:

1. Copper tube and pipe: Class 150 bronze unions with soldered joints.

B. Pipe Size Over 3 inch:

1. Copper tube and pipe: Class 150 slip-on bronze flanges; preformed neoprene gaskets.

C. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.3 FIRE STOP SYSTEMS

A. Manufacturers:

1. Hilti.
2. Dow Corning.
3. Fyre Putty.
4. Substitutions: See Division 1 for requirements.

B. General Purpose Fire Stopping Sealant: Water based, non-slumping, premixed sealant with intumescent properties, rated for 3 hours per ASTM E814 and UL 1479.

PART 3 - EXECUTION

3.1 EXAMINATION

A. See Division 1 for specific requirements regarding: Administrative Requirements: Coordination and project conditions.

B. Verify that excavations are to required grade, dry, and not over-excavate

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt, on inside and outside, before assembly.

3.3 INSTALLATION

A. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

B. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls. Group piping whenever practical at common elevations.

C. Install piping to maintain headroom and neither interfere with use of space nor take more space than necessary.

D. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.

E. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.

3.5 ERECTION TOLERANCES

A. See Division 1 for specific requirements regarding: Quality Requirements: Tolerances.

B. Slope water piping minimum slope of 1/4 inch per ten feet of length and arrange to drain at low points. Demonstrate to Architect complete drainage of piping and fittings.

END OF SECTION 15140

SECTION 15150 - DRAINAGE AND VENT PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes pipe materials, fittings, equipment normally encountered in sanitary piping systems such as for soil, waste and vent, floor drains, cleanouts.

1.2 REFERENCES

A. CISPI 301 (Cast Iron Soil Pipe Institute) - Cast Iron Soil Pipe and Fittings for Hubless Cast Iron Sanitary Systems.

B. CISPI 310 (Cast Iron Soil Pipe Institute) - Joints for Hubless Cast Iron Sanitary Systems.

1.3 SUBMITTALS

A. See Division 1 for specific requirements regarding: Submittal Procedures: Submittal procedures.

B. Product Data: Submit data on pipe materials, fittings, and accessories. Provide manufacturers catalog information. Provide component sizes, rough-in requirements, service sizes, and finishes.

C. Manufacturer's Installation Instructions: Submit installation instructions for all material and equipment.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. See Division 1 for specific requirements regarding: Execution Requirements: Closeout procedures.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State standards.

1.6 QUALIFICATIONS

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

1.7 DELIVERY, STORAGE, AND HANDLING

A. See Division 1 for specific requirements regarding: Product Requirements: Product storage and handling requirements.

B. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

1.8 ENVIRONMENTAL REQUIREMENTS

A. See Division 1 for specific requirements regarding: Product Requirements.

B. Do not install underground piping when bedding is wet or frozen.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 WARRANTY

A. See Division 1 for specific requirements regarding: Execution Requirements: Product warranties and product bonds.

PART 2 - PRODUCTS

2.1 SANITARY SEWER and VENT PIPING, ABOVE GRADE

A. Cast Iron Pipe: ASTM A74, service weight.
   1. Fittings: Cast iron.
   2. Joints: Hub-and-spigot, CISPI HSN compression type with ASTM C564 neoprene gaskets or lead and oakum.

B. Cast Iron Pipe: CISPI 301, hub-less, service weight.
   1. Fittings: Cast iron.
   2. Joints (Under 3-inch size): CISPI 301, neoprene gaskets and stainless steel clamp-and-shield assemblies. Standard duty.
   3. Joints (3-inch and larger): CISPI 301, neoprene gaskets and stainless steel clamp-and-shield assemblies. Heavy Duty Coupling Assembly; Clamp-All or Anoco Husky Series 4000 couplings. No substitutions.

C. Copper Tube: ASTM B306, type DWV. Acceptable only on 2-inch and under horizontal waste and vent piping located inside plumbing walls.
   1. Fittings: ASME B123, cast bronze, or ASME B129, wrought copper.
   2. Joints: ASTM B32, solder, Grade 50B.

2.2 FIRE STOP SYSTEMS

A. Manufacturers:
   1. Hilti.
   2. Dow Corning.
   3. Fyre Putty.
   4. Substitutions: See Division 1 for requirements.

B. General Purpose Fire Stopping Sealant: Water based, non-slumping, premixed sealant with intumescent properties, rated for 3 hours per ASTM E814 and UL 1479.

2.3 SHOWER DRAINS (SD-1)

A. Manufacturers:
1. Zurn.
2. Josam.
3. Jay R. Smith.
4. Substitutions: See Division 1 for requirements.

B. Provide outlet same as connected piping. Caulked outlet connection for underground otherwise screwed or caulked as required. Secured by counter sunk screws.

C. Shower Drain (SD): See schedules. ANSI A1121.1; lacquered cast iron two piece galvanized body with double drainage flange, weep holes, reversible clamping collar, and round, adjustable nickel-bronze 6 inch diameter strainer with square holes with vandal proof secured top. Similar to Zurn Z-415.

PART 3 - EXECUTION

3.1 EXAMINATION

A. See Division 1 for specific requirements regarding: Administrative Requirements: Coordination and project conditions.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.

B. Remove scale and dirt, on inside and outside, before assembly.

C. Prepare piping connections to equipment with flanges or unions.

3.3 INSTALLATION

A. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls. Install piping to maintain headroom. Do not spread piping, conserving space.

B. Group piping whenever practical at common elevations.

C. Install drains with top set flush in finished surface. Coordinate requirements with General.

END OF SECTION 15150

SECTION 15410 - PLUMBING FIXTURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes water closets, lavatories, showers, faucets, and trim.

1.2 REFERENCES

A. ASME A112.18.1 (American Society of Mechanical Engineers) - Finished and Rough Brass Plumbing Fixture Fittings.

B. ASME A112.19.5 (American Society of Mechanical Engineers) - Trim for Water-Closet Bowls, Tanks, and Urinals.

1.3 SUBMITTALS

A. See Division 1 for specific requirements regarding: Submittal Procedures: Submittal procedures.

B. Product Data: Submit catalog illustrations of fixtures, sizes, utility sizes, trim, and finishes.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

D. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.4 CLOSEOUT SUBMITTALS

A. See Division 1 for specific requirements regarding: Execution Requirements: Closeout procedures.

B. Operation and Maintenance Data: Submit fixture, trim, exploded view and replacement parts lists.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with 2006 Uniform Plumbing Code.

B. Ensure that products requiring electrical connections are listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

C. Maintain one copy of each document on site.

1.6 QUALIFICATIONS

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

B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. See Division 1 for specific requirements regarding: Product Requirements: Product storage and handling requirements.

B. Accept fixtures on site in factory packaging. Inspect for damage.

C. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.8 WARRANTY

A. See Division 1 for specific requirements regarding: Execution Requirements: Product warranties and product bonds.

1.9 EXTRA MATERIALS

A. See Division 1 for specific requirements regarding: Execution Requirements: Spare parts and maintenance products.

B. Supply the following in original packaging and
1. Two sets of faucets fixture F-1.
2. Four spare faucet cartridges for each type of faucet.
3. One spare shower head.
4. Two spare water closet seats.
5. One spare shower mixing valve.

PART 2 - PRODUCTS

2.1 TANK TYPE WATER CLOSETS (WC-1)

A. Manufacturers:
1. American Standard Plumbing. (Basis of Design)
2. Chicago Faucet Co.
3. Kohler Co.
4. Sloan Valve Co.

B. Provide materials in accordance with State standards.

C. Bowl: ASME A112.19.2; floor mounted, siphon jet, vitreous china, 16.5 inches high inches high close-coupled closet combination with elongated rim, insulated vitreous china closet tank with fittings and dual lever flushing valve, bolt caps. Dual flush type, see schedule.

D. Seat: Manufacturer’s standard or recommend elongated front seat with lid, antimicrobial coating, and check hinge.

E. Trim: Wax ring, stop valve.

2.2 LAVATORIES (L-1)

A. Manufacturers:
   1. Swan Corporation. (Basis of Design)
   2. American Standard Plumbing.
   3. Tower Industries.
   4. Substitutions: See Division 1 for requirements.

B. Lavatory Description:
   1. Lavatory per Architectural section 10281.
   2. Supply Fitting: ASME A112.18.1; chrome plated supply fitting with pop-up waste, water economy aerator with maximum 2.0 gpm flow.
   3. Accessories:
      a. Chrome plated 17 gage brass P-trap with clean-out plug and arm with escutcheon.
      b. Quarter turn mini-ball valve stops.
      c. Flexible metal braided supplies.

2.3 LAVATORY FAUCETS (F-1) AND TRIM

A. Manufacturers:
   1. American Standard Plumbing. (Basis of Design)
   2. Kohler Co.
   3. Sloan Valve Co.

B. Faucet Description:
   1. Fixture per Architectural section 10281.
   2. Faucet Assembly F-1: ASME A112.18.1; Single hole, single control monoblock faucet. Cast brass body, lever handle, ceramic disc valve cartridge, adjustable hot limit safety stop, speed connect metal pop-up drain control. Finish: Polished Chrome, typ.
   3. Sink and Lavatory Accessories:
      a. Chrome plated 17 gage brass P-trap with clean-out plug and arm with escutcheon.
      b. Quarter turn mini-ball valve stops.
      c. Flexible metal braided supplies.

2.4 SHOWER (SH-1, SB-1)

A. Manufacturers:
   1. Swan Corporation. (Basis of Design)
   2. American Standard.
   3. Kohler.
   4. Substitutions: See Division 1 for requirements.

B. Description: SB-1, 48”x34” receptor per Architectural section 10281.
   1. Trim: ASME A112.18.1; American Standard Berwick T430.500 valve only trim kit.
   2. Valve: Pressure balancing valve and temperature limiting mixing valves, integral service stops with cross flow prevention, heavy duty control lever/knob. American Standard R110 or similar.
   3. Shower Head: American Standard 1660.651, 3 function rain type shower head kit including arm and flange. 4.75-inch diameter with polished chrome finish.
   4. Accessories:

a. Stainless steel strainer.
b. Provide anti-bacterial shower curtain, hooks, and metal rod.

2.5 SHOWER (SH-2, SB-2)

A. Manufacturers:
1. Swan Corporation.
2. American Standard.
3. Kohler.
4. Substitutions: See Division 1 for requirements.

B. Description: SB-2, 36”x36” receptor per Architectural section 10281.
1. Trim: ASME A112.18.1; American Standard Berwick T430.500 valve only trim kit.
2. Valve: Pressure balancing valve and temperature limiting mixing valves, integral service stops with cross flow prevention, heavy duty control lever/knob. American Standard R110 or similar.
3. Shower Head: American Standard 1660.651, 3 function rain type shower head kit including arm and flange. 4.75-inch diameter with polished chrome finish.
4. Accessories:
a. Stainless steel strainer.
b. Provide anti-bacterial shower curtain, hooks, and metal rod.

PART 3 - EXECUTION

3.1 EXAMINATION

A. See Division 1 for specific requirements regarding: Administrative Requirements: Coordination and project conditions.

B. Verify that walls and floor finishes are prepared and ready for installation of fixtures.

C. See architectural documents for all mounting heights except locate shower supply pipe wall penetration at 6’-6” above finished floor.

3.2 PREPARATION

A. Prepare rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

A. Install each fixture with chrome-plated trap, easily removable for servicing and cleaning.

B. Provide stainless steel braided flexible supplies to fixtures with quarter turn mini-ball valve type stops, reducers, and escutcheons.

C. Install components level and plumb.

D. Install and secure fixtures in place with wall supports, wall carriers and bolts with sufficient strength to prevent movement of fixture when subjected to a force of 200 pounds in any direction.

E. Seal fixtures to wall and floor surfaces with sealant. Seal fixtures to wall and floor surfaces with sealant as specified in Division 7, color to match fixture. Sealant shall have a convex bead in order to prevent water from accumulating on the finished surface.

F. All supply piping to fixture anchored to wall.

G. All lavatory supply spouts with aerators.

H. Where stops are not specified with the fixture, standard globe or angle valves shall be used, located in accessible, concealed space such as mechanical space.

I. Suitable protective cover placed over fixtures immediately after installation. Damaged fixtures replaced at no additional cost to the Owner.

J. Traps: P-traps installed on all plumbing fixtures where required. Traps coated cast-iron recessed, screw jointed, or coated bell-and-spigot.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Review millwork shop-drawings. Confirm location and size of fixtures and openings before rough in and installation.

3.5 ADJUSTING

A. See Division 1 for specific requirements regarding: Execution Requirements: Testing, adjusting, and balancing.

B. Adjust faucets, stops or valves for intended function and water flow rate to fixtures without splashing, noise, or overflow.

C. Verify in writing that maximum hot water temperature discharge at showers are operating at 115F. Verify in writing that the thermostatic mixing and pressure balancing control valve has been adjusted to supply a maximum temperature as stated in the contract drawings.

3.6 CLEANING

A. See Division 1 for specific requirements regarding: Execution Requirements: Final cleaning.

B. Clean plumbing fixtures and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. See Division 1 for specific requirements regarding: Execution Requirements: Protecting installed construction.

B. Do not permit use of fixtures before final acceptance.

C. Repair or replace damaged products before Date of Substantial Completion.

D. Suitable protective cover placed over fixtures immediately after installation. Damaged fixtures replaced at no additional cost to the Owner.

END OF SECTION 15410

SECTION 15810 - DUCTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes metal ductwork.

1.2 REFERENCES

A. ASTM A36 - Structural Steel.

B. ASTM A90 - Weight of Coating on Zinc-Coated (Galvanized) Iron or Steel Articles.

C. NFPA 90A (National Fire Protection Association) - Installation of Air Conditioning and Ventilating Systems.

D. NFPA 90B (National Fire Protection Association) - Installation of Warm Air Heating and Air Conditioning Systems.

E. SMACNA (Sheet Metal Air Conditioning Contractors' National Association) - HVAC Air Duct Leakage Test Manual.

F. SMACNA (Sheet Metal Air Conditioning Contractors' National Association) - HVAC Duct Construction Standards - Metal and Flexible.

G. UL 181 (Underwriters Laboratories, Inc.) - Factory-Made Air Ducts and Connectors.

1.3 SUBMITTALS

A. General: Provide submittal procedures according to Conditions of Contract and Division 1

B. Product Data: Submit data for duct materials, duct fittings, duct construction, duct connectors.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

1.5 QUALITY ASSURANCE

A. Perform WORK in accordance with SMACNA - HVAC Duct Construction Standards - Metal and flexible.

1.6 QUALIFICATIONS

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

B. Installer: Company specializing in performing Work of this section with minimum three years documented experience.

C. All sheet metal workers shall have a minimum documented sheet metal fabrication and installation experience in commercial or industrial facilities of 3 years or be enrolled in an Alaska Department of Labor approved Sheet Metal Apprentice program. The ratio of on-site workers shall not exceed 3 apprentices or sheet metal workers for every one foreman. A foreman is defined as a sheet metal worker with minimum 3 years experience as detailed above or is an approved Journeyman.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Do not install duct sealant or metal foil tape when temperatures are less than those recommended by manufacturers.

B. Maintain temperatures during and after installation of duct sealant or metal foil tape.

C. Particular care shall be taken in storage and handling of such materials to maintain its clean condition. Provide temporary end caps and closures on ductwork and fittings until ready for immediate use. Maintain in place until installation. Store ductwork in clean, enclosed from weather, location at all times. Ductwork is not to be stored in direct contact with dirty surfaces or on dirt floor. If ductwork and components are found to be improperly stored they shall be removed from the project immediately and new materials shall be used.

1.8 PERFORMANCE REQUIREMENTS

A. No variation of duct configuration or sizes other than those of equivalent or lower loss coefficient is permitted except by written permission.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 DUCT MATERIALS

A. Manufacturers:
1. Acme Manufacturing Co.
2. Semco
3. United McGill Sheet Metal

B. Galvanized Steel Ducts: ASTM A525 and ASTM A527 galvanized steel sheet, lock-forming quality, having G60 zinc coating in conformance with ASTM A90. Minimum of 24 gage.

C. Fasteners: Rivets, bolts, or sheet metal screws. Exterior fasteners to be stainless steel.

D. Hanger Rod: ASTM A36; steel or continuously threaded with anti-corrosion coating.

2.2 DUCTWORK FABRICATION

A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

2.3 DUCT, CASING AND PLENUM SEALANTS

A. Sealant: UL 181B-M listed water based high velocity based duct sealer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify sizes of equipment connections before fabricating transitions.

3.2 INSTALLATION

A. Install and seal ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible. See Section 3.2.G. for requirements.

B. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system. Check daily or more frequently that sealing of ducts is intact.

C. Use crimp joints without bead for joining round duct sizes 8 inches and smaller. Crimp pointed in direction of airflow.

D. Duct Sealing:
   1. Seal all longitudinal and latitudinal joints of metal ducts with two coats of sealant. Apply sealant in accordance with manufacturer's recommendations. Apply second coat of sealant after first coat has completely cured. Inspect seams with ductwork pressurized and reapply as required for an airtight application.
   2. Exhaust Fan inlet and outlet ducts: Apply two coats of sealant to all seams.

3.3 SCHEDULES

A. Ductwork Material Schedule
   1. Equipment and Material: Exhaust Fan EF: Steel.

B. Ductwork Pressure Class Schedule
   1. Air System Pressure Class: Exhaust Fans: 2 inch wg

END OF SECTION 15810

SECTION 15830 - FANS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes forward curved ceiling mounted exhaust fans, motors, drives and accessories.

B. Related Sections:
1. Drawings and general provisions of the Contract, and all Division Specification Sections, apply to this Section.
2. Section 15080 – Mechanical Insulation: Product requirements for power ventilators for placement by this section.
3. Section 15810 - Ducts: Product requirements for hangers for placement by this section.

1.2 REFERENCES

A. ABMA STD 9 (American Boiler Manufacturers Association) - Load Ratings and Fatigue Life for Ball Bearings.

B. ABMA STD 11 (American Boiler Manufacturers Association) - Load Ratings and Fatigue Life for Roller Bearings.

C. AMCA 99 (Air Movement and Control Association) - Standards Handbook.

D. AMCA 210 (Air Movement and Control Association) - Laboratory Methods of Testing Fans for Rating.

E. NEMA MG1 (National Electrical Manufacturers Association) - Motors and Generators.

F. UL 705 (Underwriters Laboratories, Inc.) - Power Ventilators.

1.3 SUBMITTALS

A. General: Provide submittal procedures according to Conditions of Contract and Division 1 Specifications Sections.

B. Product Data: Submit data on all fans and accessories including fan curves with specified operating point clearly plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, and electrical characteristics and connection requirements.

C. Manufacturer's Installation Instructions: Submit fan manufacturers instructions.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit installation instructions, servicing requirements, assembly views, lubrication instructions, and replacement parts list.

1.5 QUALIFICATIONS

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

B. Installer: Company specializing in performing WORK of this section with minimum three years documented experience.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Do not operate fans for any purpose until ductwork is clean, filters in place, bearings lubricated, and fan has been test run under observation. Do not operate fans until all construction debris and dust are removed from site.

PART 2 - PRODUCTS

2.1 CEILING MOUNTED EXHAUST FAN (EF-1)

A. Manufacturers:
1. Panasonic FV-08VKM3
2. Aldes

B. Performance
1. Fabrication: Conform to AMCA 99 and ISO 9001.
2. Static and Dynamic Balance: Wheels shall be static and dynamically balanced to balance grade G6.3 per ANSI S2.19.
3. Capacity: See Schedules.

C. Description: Two/variable speed with adjustable timer, direct driven, centrifugal exhaust fan, ceiling mounted. Open drip proof motor with permanently lubricated bearings, thermally protected motor, and disconnect plug. Integral grille and backdraft damper.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with ARI 430.

B. Support fan from structural ceiling structure with suspended spring type vibration isolation.

C. Motors: Ensure proper alignment and rotation.

D. Seal penetrations air tight.

3.2 FIELD QUALITY CONTROL

A. Section 15950 – Testing, Adjusting and Balancing.

END OF SECTION 15830

SECTION 15950 - TESTING, ADJUSTING, AND BALANCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes testing, adjusting, and balancing of air systems.

B. Work includes measurement of the exhaust air systems in Project Area.

C. Related Sections:

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

1.2 REFERENCES

A. ASHRAE 111 (American Society of Heating, Refrigerating and Air-Conditioning Engineers) - Practices for Measurement, Testing, Adjusting, and Balancing of Building Heating, Ventilation, Air-conditioning, and Refrigeration Systems.

B. NEBB (National Environmental Balancing Bureau) - Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.

1.3 SUBMITTALS

A. General: Provide submittal procedures according to Conditions of Contract and Division 1 Specifications Sections.

B. Test Reports: Indicate data on forms prepared following NEBB Report forms.

C. Provide qualifications showing minimum of previous three years experience.

D. Field Reports: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.

E. Submit draft copies of report for review prior to final acceptance of Project. Upon completion of work if balancing report submittal is not approved, all return trips to site for additional work and re-submittal of report to meet specified parameters shall be done at no additional cost to the Owner. Provide final copies for ARCHITECT and for inclusion in operating and maintenance manuals.

F. Provide reports in soft cover, letter size, binder manuals, complete with index page and indexing tabs, with cover identification at front and side. Include set of reduced drawings with air outlets and equipment identified to correspond with data sheets, and indicating thermostat locations.

G. Include detailed procedures, agenda, and sample report prior to commencing system balance.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of flow measuring stations, balancing and dampers.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with NEBB Procedural Standards for Testing, Balancing and Adjusting of Environmental Systems.

B. Certificates of current calibration of equipment submitted prior to adjustment.

1.6 QUALIFICATIONS

A. Agency: Company specializing in the testing, adjusting, and balancing of systems specified in this section with minimum three years documented. Provide documentation with references meeting experience requirements for approval.

1.7 SEQUENCING

A. Sequence balancing between completion of systems tested and Date of Substantial Completion.

1.8 SCHEDULING

A. See Division 1 for specific requirements regarding: Coordination and project conditions.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:

1. Systems are started and operating in a safe and normal condition.
2. Temperature control systems are installed complete and operable.
3. Proper thermal overload protection is in place for electrical equipment.
4. Duct systems are clean of debris.
5. Fans are rotating correctly.
6. Access doors are closed and duct end caps are in place.
7. Air outlets are installed and connected.
8. Duct system leakage is minimized.

B. Submit field reports. Report defects and deficiencies noted during performance of services, which prevent system balance.

3.2 PREPARATION

A. Provide instruments required for testing, adjusting, and balancing operations. Make instruments available to ARCHITECT/ENGINEER to facilitate spot checks during testing.

3.3 ADJUSTING

A. Measure exhaust fan as shown on the drawings and as direct in Article 1.1 SUMMARY above.

B. Ensure recorded data represents actual measured or observed conditions.

C. Final measurements shall be taken and recorded after systems have been completely adjusted.

D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

3.4 ADJUSTMENT PROCEDURE

A. Specific Requirements:

1. Notify the Architect seven days prior to beginning work at the site. Provide a schedule of when each phase of the work will be performed and when inspection by the Architect will be required. As the work proceeds, provide the Architect daily progress updates.
2. Notify the Architect of locations where objectionable noise is generated by the mechanical systems.

B. Air System Procedures

1. General
   a. Measure and adjust exhaust fans for design quantities.
   b. Measure air quantities at air inlets and outlets.
   c. Adjustment and inspection of the air systems shall occur with all doors and windows closed and all ceiling tiles in place.
   d. EF Adjustment: Perform in the following Sequence:

      1) Measure air volume.

C. Report Forms

1. Title Page:
   a. Name of Testing, Adjusting, and Balancing Agency
   b. Address of Testing, Adjusting, and Balancing Agency
   c. Telephone and facsimile numbers of Testing, Adjusting, and Balancing Agency
   d. Project name
   e. Project location
   f. Project Architect
   g. Project Engineer
   h. Project Contractor
   i. Project altitude
   j. Report date

2. Summary Comments:
   a. Design versus final performance
   b. Notable characteristics of system

c. Description of systems operation sequence
d. Nomenclature used throughout report
e. Test conditions

3. Instrument List:
   a. Instrument
   b. Manufacturer
   c. Model number
   d. Serial number
   e. Range
   f. Calibration date

4. Electric Motors:
   a. Manufacturer
   b. Model/Frame
   c. HP/BHP and kW
   d. Phase, voltage, amperage; nameplate, actual, no load
   e. RPM
   f. Service factor
   g. Starter size, rating, heater elements

5. Exhaust Fan Data:
   a. Location
   b. Manufacturer
   c. Model number
   d. Serial number
   e. Air flow, specified and actual
   f. Total static pressure (total external), specified and actual
   g. Discharge pressure
   h. Fan RPM

END OF SECTION 15950