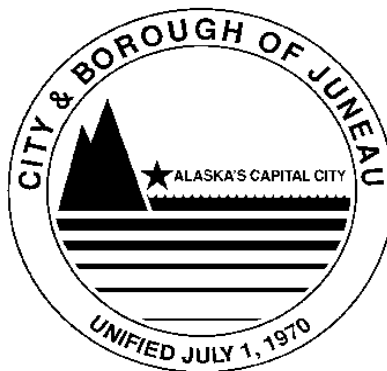


JNU RADIO COVERAGE IMPROVEMENTS

Contract No. BE17-092

File No. 1969



ENGINEERING DEPARTMENT

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END OF SECTION

NOTICE INVITING BID – 00 0300

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

**JNU Radio Coverage Improvements
CBJ Contract No. BE17-092**

The Contract Documents may be obtained at the City & Borough of Juneau (CBJ) Engineering Department, 3rd Floor Marine View Center, upon payment of \$35.00 (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 June 26, 2017, in the Juneau International Airport Alaska Room, 1873 Shell Simmons Dr, Juneau, AK. The object of the conference is to acquaint Bidders with the bid documents and site conditions.

DESCRIPTION OF WORK. This Project consists of installing communications cabling and devices in the existing airport terminal building to improve radio coverage throughout the airport.

COMPLETION OF WORK. The Work must be completed in by September 1, 2017.

DEADLINE FOR BIDS: Sealed bids must be received by the Purchasing Division **prior to 2:00 p.m., Alaska Time on July 6, 2017**, or such later time as may be announced by addendum at any time prior to the deadline. Bids will be time and date stamped by the Purchasing Division, which will establish the official time of receipt of bids. Bids will be opened immediately thereafter in the Assembly Chambers of the Municipal Building, 155 S. Seward Street, unless otherwise specified.

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

PHYSICAL LOCATION:

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

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

MAILING ADDRESS:

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

NOTICE INVITING BID – 00 0300

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

IMPORTANT NOTICE TO BIDDER		
To submit your Bid:		
1. Print your company name and address on the upper left corner of your envelope.		
2. Complete this label and place it on the lower left corner of your envelope.		
S E A L E D	BID NUMBER:	B I D
	<u>BE17-092</u>	
	SUBJECT:	
	<u>JNU RADIO COVERAGE IMPROVEMENTS</u>	
	DEADLINE DATE:	
	<u>PRIOR TO 2:00PM ALASKA TIME</u>	

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 inside the terminal of the Juneau International Airport 1873 Shell Simmons Drive, Juneau, Alaska.

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

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

DBE GOAL. This project does not contain a Disadvantaged Business Enterprise (DBE) goal, but DBE firms are encouraged to participate.

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

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

BID TO REMAIN OPEN. The Bidder shall guarantee the Bid for a period of 30 Days from the date of Bid opening. Any component of the Bid may be awarded anytime during the 30Days.

NOTICE INVITING BID – 00 0300

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

Date 6/13/17

END OF SECTION

INSTRUCTIONS TO BIDDERS – 00 2113

1.0 DEFINITIONS. Terms used in these Instructions to Bidders and the Notice Inviting Bids have the meanings assigned to them in the General Conditions (00 7000). 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 plan holders. Hard copies are available upon request. The Owner will make all reasonable attempts to ensure that all plan holders 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. Failure to submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening, as described in Contractors Financial Responsibility (00 4310).
- B. Evidence of bid rigging or collusion;
- C. Fraud or dishonesty in the performance of previous contracts;
- D. Record of integrity;
- E. More than one bid for the same work from an individual, firm, or corporation under the same or different name;
- F. Unsatisfactory performance on previous or current contracts;

INSTRUCTIONS TO BIDDERS – 00 2113

- G. Failure to pay, or satisfactorily settle, all bills due for labor and material on previous contracts;
- H. Uncompleted work that, in the judgment of the Owner, might hinder or prevent the bidder's prompt completion of additional work, if awarded;
- I. Failure to reimburse the Owner for monies owed on any previous contracts;
- J. Default under previous contracts;
- K. 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;
- L. 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;
- M. Lack of skill, ability, financial resources, or equipment required to perform the contract;
- N. Lack of legal capacity to contract.
- O. Bidders must be registered as required by law and in good standing for all amounts owed to the Owner per Paragraph 19.0 of this Section.
- P. Failure to submit a complete Subcontractor Report as required in Subcontractor Report (00 5100).

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 that 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

INSTRUCTIONS TO BIDDERS – 00 2113

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 Unit Price 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 Paragraph 13.0 of this section.
- J. If all Bidding Forms are not submitted at time of Bid.

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. This includes, but is not limited to :
 - 1. Visiting the site to become familiar with and to satisfy the Bidder as to the local and specific conditions that may affect cost, progress, or performance of the Work,
 - 2. Considering federal, state and local laws and regulations that may affect cost, progress, or performance of the Work,
 - 3. Studying and carefully correlating the Bidder's observations with the Contract Documents, and other related data; and
 - 4. Notifying the Owner of all conflicts, errors, or discrepancies in or between the Contract Documents and such other related data.
- B. To make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data that pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise that may affect cost, progress, or performance of the Work and that 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.
- C. To request access to the project site for purposes of obtaining additional information as described above at least ten days in advance of the advertised deadline for bids. The Owner will provide access and security escort to the Bidder, who shall pay for all costs associated with such escort. The Bidder's investigations shall be limited to actions that do not require permits or authorizations from the Federal Aviation Administration or similar agencies.

The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the contract documents. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, "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,

INSTRUCTIONS TO BIDDERS – 00 2113

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.

7.0 BIDDING FORMS

- A. The Bid (00 4113), Bid Schedule (00 4114), Bid Security (00 4313), and other documents required at the time of bid submission shall be made on forms provided in the yellow bidding packet, or on legible and complete copies thereof. The specific forms and documents required for bidding this project are described in the bidding checklist (00 4100), and included in Bid Form (00 4113).
- B. All blanks on the Bid (00 4113), Bid Schedule (00 4114), Bid Security (00 4313), and other documents required at the time of bid submission must be signed in ink with all names legibly printed or typed below the signature.
- 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 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.
- F. The address to which communications regarding the bid are to be directed must be shown.

8.0 SUBSTITUTE OR "OR-EQUAL" ITEMS. Requests for substitution or consideration of “or equal” items is not allowed during the bid period. The procedure for the submittal of substitute or “or-equal” products during execution of the Work is specified in the technical specifications.

9.0 SUBMISSION OF BIDS. The bid shall be delivered by the time and to the place stipulated in Section 000300 - 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 Notice Inviting Bids (00 0300). The bid security shall be enclosed in the same envelope with the bid.

10.0 BID SECURITY, BONDS, AND INSURANCE. Each bid shall be accompanied by a certified, or cashier's check, or approved Bid Bond (004313) 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 bid items, if any, that total 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

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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.

11.0 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.

12.0 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 pay 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.

13.0 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 (00 4115)** 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

INSTRUCTIONS TO BIDDERS – 00 2113

changes shall be initialed by the person signing the Bid. Alternative Bids will not be considered unless called for.

14.0 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.

15.0 AWARD OF CONTRACT.

- A. Award of a contract, if it is awarded, 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 Additive Alternates (when used) in order of priority as listed on the Bid and within the limits of available funding.

16.0 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 supplied in these contract documents, collect insurance, and shall furnish all certificates and bonds required by the Contract Documents within 10 calendar days 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.

17.0 LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the Agreement.

INSTRUCTIONS TO BIDDERS – 00 2113

18.0 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.

19.0 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.

20.0 FEDERAL CONTRACT PROVISIONS. Bidders shall comply with all applicable federal procurement and contract provisions including requirements in the Supplementary General Conditions and the following:

- A. **BUY AMERICAN PREFERENCES.** The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder must complete and submit the Buy American certification included in section 004410 with its bid. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

- B. **CIVIL RIGHTS, TITLE VI NOTICE.** The Juneau International Airport of the City and Borough of Juneau, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- C. **DISADVANTAGED BUSINESS ENTERPRISES (DBE).** The Owner's award of this contract is conditioned upon Bidder satisfying the good faith effort requirements of 49 CFR

INSTRUCTIONS TO BIDDERS – 00 2113

§26.53. As a condition of bid responsiveness, the Bidder must submit the following information on the forms provided herein:

1. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2. A description of the work that each DBE firm will perform;
3. The dollar amount of the participation of each DBE firm listed under (1.)
4. Written statement from Bidder that attests their commitment to use the DBE firm(s) listed under (1.) to meet the Owner's project goal;
5. If Bidder cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder as described in appendix A to 49 CFR Part 26.

The successful Bidder must provide written confirmation of participation from each of the DBE firms the Bidder lists in their commitment. This Bidder must submit the DBE's written confirmation of participation with the Subcontractor Report (00 5100).

- D. TRADE RESTRICTION CERTIFICATION.** By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -
- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
 - b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
 - c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

INSTRUCTIONS TO BIDDERS – 00 2113

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

E. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade: 15.1%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name,

INSTRUCTIONS TO BIDDERS – 00 2113

address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As used in this notice and in the contract resulting from this solicitation, the "covered area" is Juneau International Airport, Juneau, Alaska.

F. DEBARMENT.

CERTIFICATION OF BIDDER REGARDING DEBARMENT. By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.
If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

G. CERTIFICATION REGARDING LOBBYING. The bidder certifies by signing and submitting this bid, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

INSTRUCTIONS TO BIDDERS – 00 2113

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

END OF SECTION

BID – 00 4113

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 the Agreement 00 5200) to perform the Work as specified or indicated in said Contract Documents entitled

**JNU Radio Coverage Improvements
Contract No. BE17-092**

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.

BID – 00 4113

8. TO BE CONSIDERED, ALL BIDDERS MUST COMPLETE AND INCLUDE THE FOLLOWING AT THE TIME OF THE DEADLINE FOR BIDS. MISSING DOCUMENTS WILL DEEM THIS BID NON-RESPONSIVE:

- Bid (00 4113) (includes addenda receipt statement)
- Completed Bid Schedule (00 4114)
- Bid Security (Bid Bond (00 4313), or by a certified or cashier's check as stipulated in the Notice Inviting Bids (00 0300)
- Contractor's Financial Responsibility (00 4310)
- Buy American Certificate (00 4410)

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

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

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 (00 5100);

The apparent low Bidder who fails to submit the completed documents listed in item 10 above, within the time specified, 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 (00 5200)
- Performance Bond (00 5300)
- Payment Bond (00 5400)
- Certificates of Insurance, (CONTRACTOR) (00 7000) and (00 8000)
- Vets4212 Federal Contractor Report (00 5430)
- EEO - 1 Certification (00 5500)

BID – 00 4113

- EEO Estimated Employment Profile (00 5500)
- EEO Notice to Labor Unions, Minority/Women Organizations (00 5500)
- EEO Signature Page (00 5500)

END OF SECTION

BID SCHEDULE – 00 4114

Bid Schedule for construction of **BE17-092 named JNU Radio Coverage Improvements**, in accordance with the Contract Documents.

BID - Furnish all labor, equipment and materials for installing communications cabling and devices in the existing airport terminal building to improve radio coverage throughout the airport, and perform all Work as described in the Contract Documents.

TOTAL BID \$ _____
(Price in Figures)

Date: _____ **Bidder:** _____
(Company Name)

END OF SECTION

BID MODIFICATION – 00 4115

BID MODIFICATION FORM

SUBMIT TO: CITY AND BOROUGH OF JUNEAU
PURCHASING DIVISION
FAX 907-586-4561

Modification Number: _____

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

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

Bid Total Increase or Decrease: \$ _____

Name of Bidder

Responsible Party Signature

Printed Name (must be an authorized signatory for Bidder)

CONTRACTOR'S FINANCIAL RESPONSIBILITY - 004310

All bidders must complete this form and submit at the time of the deadline for bids. Attach additional sheets as necessary to respond to questions.

PROJECT: JNU Radio Coverage Improvements, BE17-092.

As the General Contractor on this project, I intend to subcontract _____% of the total value of this contract.

A. EXPERIENCE

1. Have you ever failed to complete a contract due to insufficient resources?

No Yes If YES, explain:

2. Describe arrangements you have made to finance this work:

3. Have you had previous construction contracts or subcontracts with the City and Borough of Juneau?

Yes No

4. Describe your most recent or current contract, its completion date, and scope of work:

5. List below, and/or as an attachment to this questionnaire, other construction projects you have completed, dates of completion, scope of work, and total contract amount for each project completed in the past twelve months.

CONTRACTOR'S FINANCIAL RESPONSIBILITY - 004310

B. EQUIPMENT

1. Describe below the equipment you have available and intend to use for this project.

ITEM	QUANTITY	MAKE	MODEL	SIZE/CAPACITY	PRESENT MARKET VALUE

2. Do you propose to purchase any equipment for use on this project not listed on table B-1?

No Yes If YES, describe type, quantity, and approximate cost:

3. Do you propose to rent any equipment for this work not listed on table B-1?

No Yes If YES, describe type and quantity:

4. Is your bid based on firm offers for all materials necessary for this project?

Yes No If NO, please explain:

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

Contractor Signature

Name and Title of Person Signing

Signature

Date

BID BOND – 00 4313

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

JNU RADIO COVERAGE IMPROVEMENTS

Contract No. BE17-092

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

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

(SEAL) _____
(Principal)

(SEAL) _____
(Surety)

By: _____
(Signature)

By: _____
(Signature)

END OF SECTION

BUY AMERICAN CERTIFICATION – 00 4410

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder must complete, sign, date, and submit this certification statement with their proposal. The bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

BUY AMERICAN CERTIFICATION – 00 4410

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

SUBCONTRACTOR REPORT – 00 5100

LIST OF SUBCONTRACTORS (AS 36.30.115)

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

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

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

Contractor, Authorized Signature

Contractor, Printed Name

Company

SECTION 005100 - 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 Instructions to Bidders (00 2113).
- 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 005430 - FEDERAL VETS 4212

Federal Contractor Veterans' Employment Report (VETS-4212)

WHO MUST FILE: This VETS-4212 Report is to be completed by all nonexempt Federal contractors and subcontractors with a contract or subcontract in the amount of \$100,000 or more with any department or agency of the United States for the procurement of personal property or non-personal services. Services include but are not limited to the following services: utility, construction, transportation, research, insurance, and fund depository, irrespective of whether the government is the purchaser or seller. Entering into a covered Federal contract or subcontract during a given calendar year establishes the requirement to file a VETS-4212 Report during the following calendar year.

WHEN TO FILE: This annual report must be filed no later than September 30.

LEGAL BASIS FOR REPORTING REQUIREMENTS: Title 38, United States Code, Section 4212(d) mandates that Federal contractors and subcontractors subject to the statute's affirmative action provisions in 38 U.S.C. 4212(a) report, at least annually, the number of employees in their workforces by job category and hiring location, and the number of such employees, by job category and hiring location, who are qualified protected veterans. In addition, Federal contractors and subcontractors must report the total number of new hires during the period covered by the report and the number of such new hires who are qualified protected veterans. Further, Federal contractors and subcontractors must report on the maximum and minimum number of employees during the period covered by the report. The Department of Labor's Veterans' Employment and Training Service (VETS) has promulgated regulations found at 41 CFR part 61-300 to implement the reporting requirements of 38 U.S.C. 4212(d). The regulations require contractors and subcontractors to file the VETS-4212 Report to comply with the requirements of 38 U.S.C. 4212(d). The regulations in 41 CFR part 61-300 can be found at http://www.dol.gov/dol/cfr/Title_41/Chapter_61.htm.

HOW TO FILE THE VETS-4212 REPORT: The preferred method for filing VETS-4212 Reports is electronically through the VETS web-based filing system. Instructions for electronically filing the VETS-4212 Report are found on the VETS website at <http://www.dol.gov/vets/vets4212.htm>. Alternative filing methods are described below in these instructions.

Single Establishment Employers: Employers doing business at one hiring location may complete and submit a single VETS-4212 Report using the web-based filing system, or submit a single paper version of the VETS-4212 Report, as described below under Alternative Filing Methods.

Multi-Establishment Employers: Employers doing business at more than one hiring location, must file: (A) a VETS-4212 Report covering the principal or headquarters office; (B) a separate VETS-4212 Report for each hiring location employing 50 or more persons; and (C) EITHER, (i) a separate VETS-4212 Report for each hiring location employing fewer than 50 persons, OR (ii) consolidated reports that cover hiring locations within one State that have fewer than 50 employees. Multi-establishment employers doing business at more than 10 locations must submit their VETS-4212 Reports in the form of an electronic data file that complies with current Department of Labor specifications for the format of these records, and any other specifications established by the Department for the applicable reporting year. Multi-establishment employers with fewer than 10 hiring locations are strongly encouraged to submit their VETS-4212 Reports in the form of an electronic data file, but are not required to do so. In these cases, state consolidated reports count as one location each. VETS-4212 Reports in the form of electronic data files may be submitted through the web-based filing system. Electronic data files also may be transmitted electronically as an e-mail attachment (if they do not exceed the size stated in the specifications), or submitted on compact discs or other electronic storage media.

SECTION 005430 - FEDERAL VETS 4212

ALTERNATIVE FILING METHODS: The VETS-4212 Report may also be filed in paper format. Reporting organizations may download a paper version of the VETS-4212 Report from the VETS website at <http://www.dol.gov/vets/vets4212.htm> or send a written request for the paper version of the VETS-4212 Report to: Office of the Assistant Secretary for Veterans' Employment and Training, U.S. Department of Labor, 200 Constitution Avenue, NW, Room S-1325, Washington, DC 20210, Attn: VETS-4212 Report Form Request.

WHERE TO FILE: VETS-4212 Reports in paper format or electronic data files on compact discs or other electronic storage media may be delivered by U.S. mail or courier delivery service to: Veterans' Employment and Training Service, c/o Department of Labor National Contact Center, 15000 Conference Center Drive, Suite B0132, Chantilly, VA 20194. Paper copies of the VETS-4212 Reports and electronic data files (if they do not exceed the size stated in the specifications) also may be sent as e-mail attachments to: VETS4212-customersupport@dol.gov

HOW TO PREPARE THE VETS-4212 REPORT: All fields and answers to questions in all areas of the VETS-4212 Report are mandatory unless otherwise specified below. If the multi-establishment employer has hiring locations employing fewer than 50 persons, the employer may file separate reports for each hiring location or consolidated reports that cover multiple hiring locations within one state.

Type of Reporting Organization: Indicate the type of contractual relationship (prime contractor or subcontractor) that the organization has with the Federal Government. If the organization serves as both a prime contractor and a subcontractor on various federal contracts, check both boxes. If a reporting organization submits only one VETS-4212 Report for a single location, check the Single Establishment box. If the reporting organization submits more than one VETS-4212 Report, one report should be checked as Multiple Establishment-Headquarters. The remaining VETS-4212 Reports should be checked as either Multiple Establishment-Hiring Location or Multiple Establishment-State Consolidated. For state consolidated reports, the number of hiring locations included in that report should be entered in the space provided. For each report, only one box should be checked within this block.

Company Identification Information: . Please note: If a Federal Contractor Report has been filed in the past, you need to utilize the company number assigned in previously submitted reports. If a company number is not available please leave the field blank. If there are any questions regarding a Company Number, please call the VETS-4212 Customer Support Center at (866) 237-0275 or e-mail VETS4212-customersupport@dol.gov.

Twelve Month Period Ending: Enter the end date for the twelve month reporting period used as the basis for filing the VETS-4212 Report. To determine this period, select a date in the current year between July 1 and August 31 that represents the end of a payroll period. The selected date will be the basis for reporting the Number of Employees, as described below. The twelve-month period preceding that date is your twelve-month covered period. This period is the basis for reporting New Hires, as described below. Any Federal contractor or subcontractor that has written approval from the Equal Employment Opportunity Commission to use December 31 as the ending date for the EEO-1 Report may also use that date as the ending date for the payroll period selected for the VETS-4212 Report.

Name and Address for Single Establishment Employers: Complete the identifying information under the Parent Company name and address section.

Name and Address for Multi-Establishment Employers: For parent company headquarters location, complete the name and address for the parent company headquarters and leave blank the name and address of the Hiring Location. For hiring locations of a parent company, complete the address for the Parent Company location, complete the name and address for the Hiring Location.

SECTION 005430 - FEDERAL VETS 4212

NAICS Code, DUNS Number, and Employer ID Number: Single Establishment and Multi-Establishment Employers must complete the North American Industry Classification System (NAICS) Code, Dun and Bradstreet I.D. Number (DUNS), and Employer Identification Number (EIN) as described below:

- **NAICS Code:** Enter the six (6) digit NAICS Code applicable to the hiring location for which the report is filed. If there is not a separate NAICS Code for the hiring location, enter the NAICS Code for the Parent Company.
- **DUNS Number:** If there is a specific Dun and Bradstreet Identification applicable to the hiring location for which the report is filed, please enter the nine (9) digit in the space provided. If the hiring location does not have a DUNS Number, enter the DUNS number for the Parent Company. If an appropriate DUNS Number cannot be identified, leave this field blank.
- **Employer I.D. Number (EIN):** Enter the nine (9) digit number assigned by the I.R.S. to the contractor. If there is a specific EIN applicable to the hiring location for which the report is filed, enter that EIN. Otherwise, enter the EIN for the Parent Company.

Number of Employees: Report the total number of employees who are protected veterans for each of the 10 occupational categories (Lines 1.1 through 9) in column A. Report the total number of employees, including protected veterans, for each of the 10 occupational categories (Lines 1.1 through 9) in column B. Blank spaces will be considered zeros.

New Hires (Previous 12 Months): Report the total number of employees who were hired and included in the payroll for the first time during the 12-month period preceding the ending date of the selected payroll period. Report the total number of new hires who are protected veterans in column C. Report the total number of new hires, including protected veterans, in column D. Providing new hire data for each of the occupational categories (columns C and D, lines 1.1 through 9) is optional. Blank spaces will be considered zeros.

Maximum/Minimum Employees: Report the maximum and minimum number of employees on board during the twelve-month period covered by this report, as indicated by 41 CFR 61-300.10(a)(3).

DEFINITIONS:

'Employee' – means any individual on the payroll of an employer who is an employee for purposes of the employer's withholding of Social Security taxes except insurance sales agents who are considered to be employees for such purposes solely because of the provisions of 26 U.S.C. 3121 (d)(3)(B) (the Internal Revenue Code). Part-time employees and leased employees are included in the definition of 'employee.' The definition does not include persons hired on a casual basis for a specific job (e.g., persons at a construction site whose employment relationship is expected to terminate with the end of the employee's work at the site); persons employed temporarily in an industry other than construction who are hired through a hiring hall or some other referral arrangement; or persons on the payroll of an employment agency who are referred by such agency for work to be performed on the premises of another employer under that employer's direction and control, as provided in 41 CFR 61-300.2(b)(5).

'Hiring location' – means an establishment as defined at 41 CFR 61-300.2(b)(6).

'Job Categories' – means any of the following: Officials and Managers (Executive/Senior Level Officials and Managers and First/Mid-Level Officials and Managers), Professionals, Technicians, Sales Workers, Administrative Support Workers, Craft Workers, Operatives, Laborers and Helpers, and Service Workers and are defined in 41 CFR 61-300.2(b)(7).

'Protected Veteran' – means a veteran who is protected under the nondiscrimination and affirmative action provisions of the Vietnam Veterans' Readjustment Assistance Act, 38 U.S.C. 4212; specifically a veteran who may be classified as an active duty wartime or campaign badge veteran, disabled veteran, Armed Forces service medal veteran, or recently separated veteran,

SECTION 005430 - FEDERAL VETS 4212

- **'Active duty wartime or campaign badge Veteran'** – means a veteran who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.
- **'Armed Forces Service Medal Veteran'** – means any veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209, 3 CFR, 1996 Comp., p. 159).
- **'Disabled Veteran'** – means (1) A veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or (2) A person who was discharged or released from active duty because of a service-connected disability.
- **'Recently Separated Veteran'** – means a veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

RECORD KEEPING: Employers must keep a copy of the completed annual VETS-4212 Report(s) submitted to DOL for a period of three years.

Public Burden Statement: Public reporting burden for this collection is estimated to average 20 minutes per location to make an electronic filing and 40 minutes per location to make a paper filing, including the time for reviewing instructions, searching existing data source, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden to the Department of Labor, Veterans' Employment and Training Service, Office of Information Management, Room N-1316, 200 Constitution Avenue, NW, Washington D.C. 20210 or electronically transmitted to VETS4212-customersupport@dol.gov All completed VETS-4212 Reports should be sent to the address indicated on the front of the form. See actual VETS-4212 Report for additional disclosures.

AGREEMENT – 00 5200

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

ARTICLE 1. WORK.

Contractor shall complete the Work as specified or as indicated under the Bid Schedule of the Owner's Contract Documents **Contract BE17-092, named JNU Radio Coverage Improvements.**

The Work is generally described as follows: Installing communications cabling and devices in the existing airport terminal building to improve radio coverage throughout the airport, and miscellaneous related Work.

The Work to be paid under this contract shall include the following: Total Bid as shown in Section 00 4114 - Bid Schedule.

ARTICLE 2. CONTRACT COMPLETION TIME.

The Work must be completed by September 1, 2017.

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 8 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 **\$300** 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 BE17-092,** 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 9 of the General Conditions. Applications for Payment will be processed by the Architect as provided in the General Conditions.

AGREEMENT – 00 5200

Progress payments will be paid in full in accordance with Article 9 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 00 5200-1 to 00 5200-6, inclusive) and the following sections of the Contract Documents:

- Table of Contents (pages 00 0005-1 to 00 0005-2, inclusive).
- Notice Inviting Bids (pages 00 0300-1 to 00 0300-2, inclusive).
- Instructions to Bidders (pages 00 2113-1 to 00 2113-8, inclusive).
- Bid (pages 00 4113-1 to 00 4113-2, inclusive).
- Bid Schedule (pages 00 4114-1, inclusive).
- Bid Modification (pages 00 4115-1, inclusive).
- Contractor's Financial Responsibility (pages 00 4310-1 to 00 4310-2, inclusive).
- Bid Bond (page 00 4313-1, inclusive) or Bid Security.
- Buy American (pages 00 4410-1 to 0 04410-2, inclusive).
- Subcontractor Report (pages 00 5100-1 to 00 5100-2, inclusive).
- Insurance Certificate(s).
- Performance Bond (pages 00 5300-1 to 00 5300-2, inclusive).
- Payment Bond (pages 00 5400-1 to 00 5400-2, inclusive).
- DBE and EEO Documents (Sections 00 5420-1 to 00 5420-14, inclusive).
- Veteran's Participation – Vets 4212 Form (pages 00 5430-1 to 00 5430-5, inclusive).
- Federal EEO Bid Conditions (pages 00 5500-1 to 00 5500-11, inclusive).
- Federal Labor Standards, Reporting, and Prevailing
Wage Rate Determination (page 00 8600-1, inclusive).
- Employment Security Tax Form (page 00 6100-1, inclusive).
- Completion Certificate and Release Form (pages 00 6200-1, inclusive).
- General Conditions (pages 00 7000-1 to 00 7000-36, inclusive).
- Supplementary General Conditions (pages 00 8000-1 to 00 8000-15, inclusive).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of 4 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

AGREEMENT – 00 5200

(except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

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

OWNER:

CONTRACTOR:

City and Borough of Juneau

(Company Name)

(Signature)

(Signature)

By: Duncan Rorie Watt, City & Borough Manager
(Printed Name)

By: _____
(Printed Name, Authority or Title)

Date: _____

Date: _____
(Contractor Signature Date)

Owner's address for giving notices:

Contractor's address for giving notices:

155 South Seward Street

Juneau, Alaska 99801

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

(Telephone) (Fax)

(E-mail address)

Contractor License No. _____

AGREEMENT – 00 5200

**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)

AGREEMENT – 00 5200

**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)

AGREEMENT – 00 5200

**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

PERFORMANCE BOND – 00 5300

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:

**JNU Radio Coverage Improvements
Contract No. BE17-092**

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.

PERFORMANCE BOND – 00 5300

**JNU Radio Coverage Improvements
Contract No. BE17-092**

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

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

SURETY:

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

Date Issued: _____

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

PAYMENT BOND – 00 5400

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:

**JNU Radio Coverage Improvements
Contract No. BE17-092**

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.

PAYMENT BOND – 00 5400

**JNU Radio Coverage Improvements
Contract No. BE17-092**

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

CONTRACTOR:

By: _____
(Signature)

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

SURETY:

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

Date Issued: _____

(Printed Name)

(Company Name)

(Mailing Address)

(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

SECTION 005500 – FEDERAL EEO BID CONDITIONS

PART 1 - GENERAL

1.1 GENERAL

- A. Definitions. As used in these Specifications:
1. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 2. “Director” means Director, Office of Federal contract Compliance Programs (OFCCP), United States Department of Labor (DOL), or any persons to whom the Director delegates authority;
 3. “Employer” identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 4. “Minority” includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central of South American or other Spanish culture or origin, regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaska Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. Whenever the Contractor, or any Subcontractor at any tier, subcontract a portion of the Work, involving any construction trade, it shall physically include in each Subcontract in excess of \$10,000 the provisions of these Specification and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. The Contractor shall implement the specific affirmative action standards provided in paragraphs F1 through F16 of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goal in each craft during the period specified.
- Covered construction contractors performing construction Work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the Work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from federal procurement contracting officers.
- D. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under this Specification, Executive Order 11246, or the regulations promulgated pursuant thereto.

SECTION 005500 – FEDERAL EEO BID CONDITIONS

- E. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period of an approved training program and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities.
- F. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this Specification shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation; and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to Work. The Contractor, where possible, shall assign two or more women to each construction project. The Contractor shall specifically ensure that all superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor, by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the DOL. The Contractor shall provide notice of these programs to the sources complied under F2 above.
 6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction Work is performed.

SECTION 005500 – FEDERAL EEO BID CONDITIONS

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendent, etc., prior to the initiation of construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
 8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
 11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
 12. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, Work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel, and employment related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.
 14. Ensure that all facilities and company activities are nonsegregated except that separate or single-used toilet, necessary changing facilities and necessary sleeping facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for Subcontractors from minority and female construction contractors and suppliers, including circulations of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- G. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations F1 through F16. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any or more of its obligations under F1 through F16 of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of

SECTION 005500 – FEDERAL EEO BID CONDITIONS

the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- H. A single goal for minorities and a separate goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized.)
- I. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- J. The Contractor shall not enter into any Subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- K. The Contractor shall carry out such sanctions or penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing Subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11236, as amended.
- L. The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph F of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunities. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these Specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- M. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic apprentice, trainees, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- N. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish difference standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Programs).

SECTION 005500 – FEDERAL EEO BID CONDITIONS

- O. The bidder’s attention is called to the “Equal Employment Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
- P. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate work force in each trade on all construction work in the covered area, are as set forth in item S.

These goals as listed in Item S are applicable to all the Contractor’s construction Work (whether or not it is federal or federally-assisted) performed in the covered area.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the Specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. If the Contractor performs construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally and non-federally involved construction.

The hours on minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total WORK hours performed.

- Q. The Contractor shall provide written notification to the Owner, for all subcontract documents as follows: the name, address and telephone number of Subcontractors and their employer identification number; the estimated dollar amount of the subcontracts; estimated starting and completion dates of the subcontracts; and the geographical area in which the contract is to be performed.

This written notification shall be required for all construction subcontracts in excess of \$10,000 at any tier for construction Work under the contract resulting from this Project’s solicitation.

- R. As used in the Bid Notice, and in the contract resulting from this project’s solicitation, the “covered area” is the State of Alaska.

S. Goal and Timetable

- 1. The following goal and timetable for female utilization shall be included in all federal and federally-assisted construction contracts and subcontracts in excess of \$1,000. The goal is applicable to the Contractor’s aggregate on-site construction work force whether or not part of that work force is performing Work on a federal or federally-assisted construction contractor or subcontract.

ALASKA GOAL AND TIMETABLE FOR WOMEN*

<u>Timetable</u>	<u>Goal</u> **
Until Further Notice	6.9%

SECTION 005500 – FEDERAL EEO BID CONDITIONS

- 2. The following goals and timetable for minority utilization shall be included in all federal or federally-assisted construction contracts and subcontracts in excess of \$10,000 to be performed in Alaska. The goals are applicable to the Contractor’s aggregate on-site construction work force whether or not part of that work force is performing Work on a federal or federally-assisted construction contract or subcontract.

ALASKA GOAL AND TIMETABLE FOR MINORITY UTILIZATION

<u>Timetable</u>	<u>Economic Area (ES)***</u>	<u>Goal **</u>
Until Further Notice	Anchorage SMSA Area	8.7%
	Remainder of State	15.1%

* The goal and timetable for women listed above applies to Alaska as well as nationwide.

** The Director, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work force, demographic or other relevant data and which shall cover construction projects, or construction contracts performed in specific geographical areas. The goals shall be applicable to each construction trade in a covered contractor’s or subcontractor’s entire work force which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction contractors performing construction Work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the WORK is being performed.

*** Refer to the Standard Metropolitan Statistical Areas (SMSA) and Economic Areas (EA), office of Management and Budget, 1975.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Complete the following forms (included as part of this section). Items 1-4 will be due with the Agreement and other information required in the Notice of Intent to Award.
 - 1. EEO-1 Certification Federal Aid contracts
 - 2. EEO Estimated Employment Profile
 - 3. EEO Notice to Labor Unions, Minority/Women Organization
 - 4. EEO Signature Page
 - 5. EEO Weekly Payroll Report

SECTION 005500 – FEDERAL EEO BID CONDITIONS

CITY AND BOROUGH OF JUNEAU

EEO-1 CERTIFICATION

US DOT Federal-Aid Contracts

Project Name and Number

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

PLEASE CHECK APPROPRIATE BOXES

The Bidder Proposed Subcontractor hereby CERTIFIES:

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

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

NO (go to PART B) YES (go to PART C)

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

US Department of Labor
The Joint Reporting Committee
P.O. Box 19100
Washington, D.C. 20036-9100

Telephone number: (757) 461-1213

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

NO YES

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

PART C.

Signature of Authorized Company Representative

Title

Company Name

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

Date

()

Phone Number

SECTION 005500 – FEDERAL EEO BID CONDITIONS

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Estimated Employment Profile

Firm: _____ Prepared By: _____

In response to the Notice of Intent to Award letter, **the prime Contractor and each Subcontractor must submit a complete profile**

Total Number of Employees to Work on Project:	Male _____	Female _____
Projected Tradeworker Hours ¹ :	Male _____	Female _____
Total Number of Minorities to Work on Project:	Male _____	Female _____
Projected Minority Tradeworkers Hours ² :	Male _____	Female _____
Projected Tradeworker Goal Attainment ³ :	Minority _____%	Female _____%

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

Trade⁴	Asian-Indian	Asian-Pacific	Black	Hispanic	Native	White
<i>Crew Supervisor⁵</i>						

Apprentices or Trainees

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

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

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

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

⁵Example:

Trade	Asian-Indian	Asian-Pacific	Black	Hispanic	Native	White
<i>CREW SUPERVISOR</i>					<i>1M</i>	
<i>PILEDRIVER</i>				<i>2M</i>	<i>1F</i>	
<i>APPRENTICE (OPERATING ENGINEER)</i>			<i>1M</i>			

SECTION 005500 – FEDERAL EEO BID CONDITIONS

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Notice to Labor Unions, Minority/Women Organizations

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

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

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

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

(Firm)

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

↓ To be completed by labor union or other organization ↓

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

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

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

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

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

Name and Title of Labor Representative

Signature

Date

SECTION 005500 – FEDERAL EEO BID CONDITIONS

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Signature Page

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

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

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

Firm _____ Capacity: Prime Sub

Type of WORK _____ Employer ID No. _____

Estimated Start Date _____ Estimated Finish Date _____

contract or Subcontract Amount \$ _____ Agreement Date _____

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Firm's DBE Officer _____

Firm's EEO Officer _____

Street Address _____

City _____ State _____ Zip _____

PHONE _____ FAX _____

SECTION 005500 – FEDERAL EEO BID CONDITIONS

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Weekly Payroll Report

Each Contractor and each Subcontractor must complete, sign, and submit this form **each week** during the length of the contract. Subcontractors should report only for their subcontract. EEO goal compliance is measured against tradeworker hours.

Firm _____ Capacity: Prime Sub

Type of WORK _____

Percent Complete _____ Week Ending _____

Street Address _____

City _____ State _____ Zip _____

Prepared by _____ Date _____

List: Each **minority** and **female** tradeworker employee, who worked this period.

<u>Construction Trade</u> ¹	<u>Work Classification</u> ²	<u>Ethnicity</u> ³	<u>Sex</u>	<u>Employee's Name</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Tradeworker Totals: Entire Crew: Hrs. # _____ Hrs. _____
 Minority: Hrs. # _____ Hrs. _____
 Female: Hrs. # _____ Hrs. _____

¹i.e., Concrete, Demolition, Electrical, Iron, and Operating Engineer
²i.e., Crew Supervisor, Journey Level, Apprentice, Helper, Etc.
³iAI-Asian Indian, AP-Asian Pacific, B-Black, C-Caucasian, H-Hispanic, N-Native, or O-Other

EMPLOYMENT SECURITY TAX CLEARANCE FORM – 00 6100

Employment Security Tax Clearance

Date: _____

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

From: _____

**Subject: JNU Radio Coverage Improvements
Contract No. BE17-092**

Timeframe of Contract _____

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

Name	Address

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

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

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

Remarks: _____

Signature

Date

Title

END OF SECTION

COMPLIANCE CERTIFICATE AND RELEASE – 00 6200

PROJECT: JNU RADIO COVERAGE IMPROVEMENTS
CONTRACT NO: BE17-092

The Contractor must complete and submit this to the Engineering Contract Administrator with respect to the entire contract.

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

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

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

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

Firm Name Capacity: CONTRACTOR

Signed Printed Name and Title Date

Return completed form to: Engineering 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

GENERAL CONDITIONS OF THE CONTRACT – 00 7000

For the following Project: **JNU RADIO COVERAGE IMPROVEMENTS**
Juneau International Airport
1873 Shell Simmons Drive, Suite 200
Juneau, Alaska 99801

The Owner: **Juneau International Airport**
City and Borough of Juneau

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General and Supplementary), drawings, specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect/Engineer and Contractor, (2) between the Owner and a subcontractor (of any tier), (3) between the Owner and Architect/Engineer or (4) between any persons or entities other than the Owner and Contractor.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the project.

§ 1.1.4 THE PROJECT

The project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

§ 1.1.5 THE DRAWINGS

The drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and work quality for the Work, and performance of related services.

§ 1.1.7 THE PROJECT MANUAL

The project manual is a volume assembled for the Work that may include the bidding requirements, sample forms, Conditions of the Contract and specifications.

§ 1.1.8 OTHER DEFINITIONS

Advisory Circulars (ACs) - Informational documents produced by the Federal Aviation Administration to guide institutions, operations, and individuals within the aviation industry, as well as the general public. Advisory Circulars are intended to be informative in nature; however, they may describe actions or advice that the FAA expects to be implemented or followed.

Agreement—The written form, executed by the Contractor and Owner, legally binding the parties and covering the Work to be performed; other documents are attached to the form and made a part thereof as provided therein.

Airport Improvement Program (AIP) - A grant-in-aid program administered by the FAA.

Air operations area (AOA) - For the purpose of these specifications, the term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

GENERAL CONDITIONS OF THE CONTRACT – 00 7000

Airport - An area of land or water that is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; and airport buildings and facilities located in any of these areas.

Architect - See Article 4.

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 bidder's offer or proposal submitted on the prescribed form setting forth the price or prices for the Work.

Change Order - See Article 7.

Construction Safety and Phasing Plan (CSPP) - The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

Contract and Contract Documents - Written documents covering the Work to be performed. The awarded contract shall include, but is not limited to the documents identified in the Agreement between Owner and Contractor.

Contractor - See Article 3.

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 Owner's Representative's recommendation of final payment.

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 parties to sign and deliver.

Engineer - See Article 4.

FAA - The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or its duly authorized representative.

Federal Specifications - The Federal Specifications and Standards, Commercial Item Descriptions, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government.

Inspector - A representative of the Owner or Architect/Engineer assigned to make necessary inspections, observations, and/or tests of the Work performed or being performed, or of the materials furnished or being furnished by the Contractor, but without authorization to make changes or interpretations of the Work.

Milestone - A key or critical point in time for reference or measurement.

Modification - (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (2) a Construction Change Directive or (3) a written order for a minor change in the Work issued by the Owner.

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.

GENERAL CONDITIONS OF THE CONTRACT – 00 7000

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, and establishing the date of commencement of the Contract time.

Notice of Substantial Completion - A form signed by the Owner and the Contractor identifying that the Work is substantially complete and fixing the date of Substantial Completion.

Notice To Proceed - The written notice issued by the Owner to the Contractor authorizing the Contractor to proceed with the Work.

Orders – Guidance documents published by the FAA that outline procedures and regulatory requirements.

Owner and Owner’s Representative – See Article 2.

Runway - The area on the airport prepared for the landing and takeoff of aircraft.

Sponsor - A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.

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

Subcontractor - See Article 5.

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

Taxiway - For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport’s runways, aircraft parking areas, and terminal areas.

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.

Using Agency - The entity that will occupy or use the completed project.

Working day - A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When Work is suspended for causes beyond the Contractor’s control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor’s forces engage in regular work will be considered as working days.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

GENERAL CONDITIONS OF THE CONTRACT – 00 7000

§ 1.2.4 If any portion of the Contract Documents is in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

- Permits from other agencies as may be required by law, excepting the definition of “permittee” in these permits.
- Modifications
- The Owner-Contractor Agreement;
- Addenda;
- Section 008000 – Supplementary General Conditions;
- Section 007000 – General Conditions of the Contract for Construction;
- Specifications – Embodying all other sections of the project manual;
- Drawings: as between schedules and information given on drawings, the schedules shall govern; as between written dimensions given on drawings and scaled measurements, the written dimensions shall govern; as between large-scale drawings and small-scale drawings, the larger scale shall govern;
- Performance Bond, Labor and Material Payment Bond.

All such conflicts shall be reported, in writing to the Owner’s Representative. Schedules, lists, indexes, tables, inventories, written instruction, written descriptions, summaries, statements, classifications, specifications, written selections or written designations, although appearing on the drawings, are deemed to be and are specifications as defined by this section. The principles as set forth herein shall not alter the provisions of Section 1.2.1.

In the event there is a conflict between or among any provisions within one of the component parts of the Contract Documents, the higher standard or more stringent requirement shall govern.

§ 1.2.5 Any material or operation specified by reference to published specifications of a manufacturer, published Advisory Circulars, a society, an association, a code or other published standard shall comply with requirements of the listed document and project specifications; as between referenced documents, the more stringent code or performance requirements shall govern. The Contractor, if requested, shall furnish an affidavit from the manufacturer certifying that the materials or products delivered to the Project meet the requirement specified.

§ 1.3 CAPITALIZATION

§ 1.3.1 Terms written with title capitalization in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents.

§ 1.4 INTERPRETATION

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND CONTRACT DOCUMENTS

§ 1.6.1 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.

§ 1.7 FEDERAL CONTRACT PROVISIONS

§ 1.7.1 The Contractor shall comply with and shall incorporate into all subcontracts all applicable federal contract provisions identified in the Supplementary General Conditions throughout the bidding, award, and performance of this Contract.

GENERAL CONDITIONS OF THE CONTRACT – 00 7000

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the City and Borough of Juneau, acting through its legally constituted officials, officers, or employees and is referred to throughout the Contract Documents as if singular in number. For purposes of this project, the Owner shall be the Juneau International Airport who, through its Manager, shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This person shall be titled the Owner's Representative and referred to in the Contract Documents as Owner or Owner's Representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Except for permits and fees, including those required under Section 3.7 that are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.2 Owner shall apply for, and obtain, a building permit for this project and shall pay for any inspection or review fees imposed by jurisdictional authorities under the building permit. In addition, the Owner shall utilize and pay for the services of an inspector for Work requiring "special inspections" as designated by the building permit.

§ 2.2.3 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.4 Unless otherwise provided in the Contract Documents, the Owner shall furnish the Contractor, free of charge, six 11"x17" sets of conformed drawings, and six copies of the conformed project manual.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.5 OWNER'S RIGHT TO INSPECT RECORDS

§ 2.5.1 The Owner, or any of its duly authorized representatives, shall have the right to examine all project records and documents, including without limitation, all books, correspondence, reports, analyses, instructions, drawings, receipts, vouchers, memoranda, and all financial and accounting books, records, and data, including those related to cost or pricing for this Contract, all related Change Orders and Contract modifications, and all other documents of the Contractor and any tier Subcontractors that are directly pertinent to this specific Contract for the purpose of making an audit, examination, reproduction, excerpts, or transcriptions. All required records, as further described in

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Section 13.8, shall be retained by the Contractor and its Subcontractors after the Owner makes final payments and all other pending matters are closed.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative as identified in writing by the Contractor.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect/Engineer or the Owner's Representative in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Before starting each portion of the Work, the Contractor shall carefully study and compare the various drawings and other Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to Owner as a request for information in such form as the Owner.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Owner, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Owner. This does not release the Contractor from the obligation to perform Work in conformance with all provisions of federal, state, and local laws and regulations.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Owner in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect/Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Owner.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and shall not proceed with that portion of the Work without further written instructions from the Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

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§ 3.3.2 The Contractor shall control its operations and the operations of its subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

- .1 When the Work requires the Contractor to conduct its operations within an AOA of the airport, the Work shall be coordinated with designated airport operations personnel (through the Owner) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Owner and until the necessary temporary marking and associated lighting is in place.
- .2 When the Work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until the satisfactory conditions are provided.

§ 3.3.3 The Contractor shall conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction

- .1 All of the Contractor's operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.
- .2 The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.
- .3 The Contractor is responsible for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and that they implement and maintain all necessary measures.
- .4 No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner.

§ 3.3.4 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, all tiers of Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 3.3.5 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.6 The Contractor shall maintain the Work during construction and until the Work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations. All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items or within the lump sum, and the Contractor will not be paid an additional amount for such work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Owner and in accordance with a Change Order.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Any person employed by the Contractor or by any subcontractor who, in the opinion of the Owner, does not perform the Work in a proper and skillful manner, or is intemperate or disorderly shall, at the written request of the Owner 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 Owner. 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 Owner may suspend the Work by written notice until such orders are complied with.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 Except as provided under Article 2.2, and unless otherwise provided in the Contract Documents, the Contractor shall cooperate with the Owner who will apply for, obtain, and pay for necessary building permits. The Contractor shall schedule and coordinate all necessary inspections and obtain all required certificates required by the building permit, even when such building permit is obtained by the Owner.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. Prior to commencement of construction activities the Contractor shall post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

§ 3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Owner in writing, and necessary changes shall be accomplished by appropriate modification.

§ 3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.5 Certified Payrolls. Any Contractor or Subcontractor who performs Work on a public construction Contract for the Owner shall file a certified payroll with the Alaska Department of Labor before the second Friday of every two weeks that covers the preceding two weeks. (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).

- .1 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.

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

§ 3.7.6 Prevailing Wage Rates. 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 Section 3.7.5.2, 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.

- .1 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's or Subcontractor's 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).
- .2 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).

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the contract sum all allowances stated in the Contract Documents, if any. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the contract sum but not in the allowances;
- .3 whenever costs are more than or less than allowances, the contract sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Superintendent must have negotiating authority for contract modifications.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at intervals as required by the Contract Documents, shall be related to the entire project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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§ 3.10.2 The Contractor shall prepare and keep current, for the Owner's approval, a schedule of submittals that is coordinated with the Contractor's construction schedule and allows the Architect/Engineer and Owner reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

§ 3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved shop drawings, product data, samples and similar required submittals. These shall be made available to the Owner at any time and shall be updated and submitted to the Owner as required by the Contract Documents.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor of any tier, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples which illustrate materials, equipment or work quality and establish standards by which the Work will be judged.

§ 3.12.4 Shop drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way that the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect/Engineer is subject to the limitations of Section 4.2.11. Informational submittals upon which the Architect/Engineer and Owner are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the A/E or Owner without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Owner shop drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals that are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer or Owner without action.

§ 3.12.6 By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that it has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Owner.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Owner's approval thereof.

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§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data, samples or similar submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such written notice the Owner's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall provide professional services that constitute the practice of architecture, engineering, or land surveying where such services are specifically required by the Contract Documents for a portion of the Work or where the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect/Engineer will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Owner. The Owner and the A/E shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and A/E have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this section, the A/E will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Activities not related to the execution of the Work, unless specifically permitted by the Owner, are prohibited.

§ 3.13.2 It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.

- .1 The Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to its own operations and the operations of all subcontractors as specified in Article 3 Section 3.3. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in applicable sections of the contract documents.
- .2 The Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.
- .3 When the contract requires the maintenance of vehicular traffic on an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices at mutcd.fhwa.dot.gov, unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

§ 3.13.3 The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work until their removal is directed by the Owner. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be spaced not more than 4 feet apart.

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For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

When the Work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stock piles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction.

The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

§ 3.16.1 The Contractor shall provide the Owner and Architect/Engineer access to the Work in preparation and progress wherever located. The Contractor shall provide safe facilities for such access so the Owner and A/E may perform their functions under the Contract Documents.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

§ 3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect/Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in drawings, specifications or other documents prepared by the Owner or A/E. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner.

§ 3.18 INDEMNIFICATION

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the Owner, its Architect/Engineer (A/E), consultants, subconsultants and the officers, directors, employees, and agents of each and either 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 or any performance of the Work by subcontractors, their agents, and their employees, but not from the sole negligence or willful misconduct of the Owner and/or its A/E. Such

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indemnification by the Contractor and its subcontractors, their agents, and their employees shall include but not be limited to the following:

- .1 Liability or claims resulting directly or indirectly from the negligence or carelessness 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;
- .2 Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the Owner and/or the A/E;
- .3 Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree;
- .4 Liability or claims arising directly or indirectly from the use or manufacture of any copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, computer software, article, or appliance, unless otherwise specifically stipulated in this contract;
- .5 Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner, its A/E, its consultants, subconsultants and the officers, directors, employees, and agents, or any other parties;
- .6 Liabilities or claims arising directly or indirectly from willful or criminal misconduct; and,
- .7 Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

§ 3.18.2 The Contractor shall reimburse the Owner for all costs and expenses, (including but not limited to fees and charges of Architect/Engineer, attorneys, and other professionals and court costs including all costs of appeals) incurred by the Owner in enforcing the provisions of this section.

§ 3.18.3 The indemnification obligation under this section 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.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 OWNER'S REPRESENTATIVE, AND ARCHITECT/ENGINEER

§ 4.1.1 The Owner's Representative will be the Owner's agent to the Contractor with respect to the project during construction and until the issuance of the final Certificate for Payment. The Owner's communications with the Contractor will be through the Owner's Representative, who will have full authority to act on behalf of the Owner with regard to all aspects of the construction of the project.

§ 4.1.2 Nothing contained within the Contract Documents shall create any contractual relationship between the Owner's Representative and the Contractor.

§ 4.1.3 Architect or Engineer

- .1 For purposes of this contract, the Architect or Engineer (A/E) is the person performing services on behalf of the Owner, and lawfully licensed to practice architecture or engineering, or an entity lawfully practicing architecture or engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- .2 For purposes of the Contract Documents, references to the Architect may include sub consultants of multiple tiers who are lawfully licensed to practice disciplines included in the Work including, but not limited to civil, structural, mechanical, and electrical engineering. Similarly, references to the Engineer may include sub consultants of multiple tiers who are lawfully licensed to practice disciplines included in the Work including, but not limited to architecture, civil, structural, mechanical, and electrical engineering.
- .3 Nothing contained within the Contract Documents shall create any contractual relationship between the A/E and the Contractor.

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§ 4.2 OWNER'S REPRESENTATIVE'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Owner's Representative will provide administration of the Contract as described in the Contract Documents, and will be the Owner's agent (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The office of the Owner's Representative will be located at or near the project site for the duration of construction. The Owner's Representative and associated staff will observe the Work (1) to monitor the progress and quality of the Work, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents, and (4) to keep the Owner informed about the progress and quality of the Work. However, the Owner's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Representative will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.

§ 4.2.3 The Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner's Representative will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors of any tier, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner, Architect/Engineer, and Contractor shall communicate with each other through the Owner's Representative about matters arising out of, or relating to the Contract. Communications by and with the A/E's consultants shall be through the A/E. Communications by and with subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 4.2.5 Upon presentation of the Contractor's Applications for Payment, the Owner's Representative will review and certify the amounts due the Contractor and will approve the Applications for Payment in such amounts.

§ 4.2.6 The Owner's Representative will have authority to reject Work that does not conform to the Contract Documents. Whenever the Owner's Representative considers it necessary or advisable, the Owner's Representative will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner's Representative nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner's Representative to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Owner's Representative will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Section 7.4.

§ 4.2.8 The Owner's Representative will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will approve the final Application for Payment upon compliance with the requirements of the Contract Documents.

§ 4.2.9 The Owner's Representative will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Owner or Contractor. The Owner's Representative's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Owner's Representative shall be furnished in compliance with this Section 4.2, then delay shall not be

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recognized on account of failure by the Owner's Representative to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.10 Interpretations and decisions of the Owner's Representative will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Owner's Representative will endeavor to secure faithful performance by both Owner and Contractor.

§ 4.2.11 SERVICES OF THE ARCHITECT OR ENGINEER (A/E)

- .1 The Architect or Engineer (A/E) will provide certain contract administration services as hereinafter described.
- .2 Should errors, omissions, or conflicts in the drawings, specifications, or other contract documents provided by the A/E be discovered, the A/E will prepare such amendments or supplementary documents and provide consultation as may be required.
- .3 The A/E and its sub-consultants will visit the site at intervals appropriate to the stage of construction to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. Unless otherwise provided in the Owner-A/E Agreement, the A/E and its sub-consultants will not be required to make exhaustive or continuous on-site inspection or observations to check the quality or quantity of the Work, but they shall make as many on-site inspections and observations as may reasonably be required to fulfill their obligations to the Owner. On the basis of such on-site observation, the A/E and its sub-consultants shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
- .4 The A/E will render written field reports to the Owner in the form required by the Owner relating to the periodic visits and inspections of the Project required by Section 4.2.11.
- .5 The A/E will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and the A/E will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The A/E will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.
- .6 The A/E shall at all times have access to the Work wherever it is in preparation or progress. The Contractor shall provide safe facilities for such access so the A/E may perform its functions under the Contract Documents.
- .7 As required, the A/E will render to the Owner interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon.
- .8 All communications, correspondence, submittals, and documents exchanged between the A/E and the Contractor in connection with the Project shall be through or in the manner prescribed by the Owner.
- .9 All interpretations and decisions of the A/E will be consistent with the intent of and reasonably inferable from the Contract Documents.
- .10 The A/E's decision in matters relating to aesthetic effect will be final if consistent with the intent of the Contract Documents and approved by the Owner.
- .11 If the A/E observes any Work that does not conform to the Contract Documents, the A/E shall promptly report in writing this observation to the Owner. The A/E will prepare and submit to the Owner lists of the Contractor's Work that is not in conformance with the Contract Documents.
- .12 The A/E will review and make a recommendation to the Owner of appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The A/E's review will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time in the A/E's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as

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required by the Contract Documents. The A/E's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures. The A/E's recommendation for approval of a specific item shall not indicate recommendation of approval of an assembly of which the item is a component.

- .13 The Owner will establish procedures to be followed by the A/E for review and processing of all shop drawings, catalog submittals, project reports, test reports, maintenance manuals, and other necessary documentation.
- .14 The A/E may assist the Owner in conducting inspections to determine the dates of Substantial Completion and Final Completion, and the Owner will issue a Certificate of Substantial Completion and a Certificate of Final Completion.
- .15 In case of the termination of the A/E, the Owner may appoint an alternate person who is appropriately licensed to assume all of the services of the A/E thereafter.
- .16 If the Owner and A/E agree, the A/E may provide one or more project representatives to assist in carrying out the A/E's responsibilities at the site. Such responsibilities may include, but are not limited to inspection, testing, and specialized construction observation. The assistant project representative, inspector, or other such assigned personnel shall have no authority to interpret or direct the Work unless authorized in writing by the Owner.

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes all other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. All Claims must be initiated by written notice within the time limits provided in Section 4.3.2. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 Time Limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes, or should reasonably have recognized, the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7. and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than the time limits provided in 4.3.2. The Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the contract sum or contract time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall so notify the Contractor in writing, stating the reasons, and the Claim shall be denied.

§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the contract sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

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§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Owner, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Owner, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section .

§ 4.3.7 Claims for Additional Time

- .1 If the Contractor wishes to make Claim for an increase in the contract time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
- .2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The Contractor shall, within 10 days of the beginning of any such delay, notify the Owner in writing of the cause of delay and request an extension of contract time. The Owner will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Owner'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.

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 14 days after discovery or when discovery reasonably should have been made. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 4.3.10 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business or reputation, attorney's fees and costs, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of Owner. All Claims of this Contract shall be promptly brought to the Owner's Representative for analysis and consideration. The Contractor shall strictly follow the process outlined by the Owner for resolving claims and disputes, and shall not initiate or respond to alternative resolution processes, unless agreed to by both the Owner and the Contractor and incorporated into a Change Order. Once the Contractor has delivered a Claim, the Owner shall promptly analyze the Claim, fairly considering all aspects of the Claim in terms of the Contract Documents. The Owner shall then render an opinion in writing. The Owner will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Owner's Representative will review Claims and within fifteen days of the receipt of the Claim and take one or more of the following actions: (1) request additional supporting data from the Contractor or a response with

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supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, or (4) suggest a compromise.

§ 4.4.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from either party, from the Architect/Engineer or from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The Owner may authorize retention of such persons at the Owner's expense.

§ 4.4.4 If the Owner requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within fifteen days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Owner when the response or supporting data will be furnished or advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 4.4.5 The Owner will approve or reject Claims by written decision that shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Owner shall be final and binding on the parties.

§ 4.4.6 Upon receipt of a Claim against the Contractor or at any time thereafter, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.5 DISPUTE RESOLUTION BOARD

§ 4.5.1 If, and as provided in Supplementary General Conditions, this contract shall be subject to Dispute Resolution Board procedures.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "subcontractor" is referred to throughout the Contract Documents as if singular in number and means a subcontractor or an authorized representative of the subcontractor at any tier. The term "subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 As stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly shall constitute notice of no reasonable objection. Periodic submittals of the list of Subcontractors to the Owner are required. A final list of subcontractors and subcontract amounts will be required prior to Final Payment.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the contract sum and contract time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute subcontractor's Work. However, no increase in the contract sum or contract time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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§ 5.2.4 The Contractor shall not change a subcontractor, person or entity previously selected if the Owner makes reasonable objection to such substitute.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, that the Contractor, by these documents, assumes toward the Owner and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with subcontractors of all tiers. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed subcontractors at all tiers.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

§ 6.1.2 The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA facility, or a utility service of another government agency at any time during the progress of the Work.

Should the Owner of public or private utility service, FAA, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the Work, the Contractor shall cooperate with such Owners by arranging and performing the Work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such Work by others is listed above. When ordered as extra Work by the Owner, the Contractor shall make all necessary repairs to the Work that are due to such authorized Work by others, unless otherwise provided for in the contract. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized Work by others or for any delay to the Work resulting from such authorized Work.

§ 6.1.3 When separate contracts are awarded for different portions of the project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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§ 6.1.4 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.5 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner that are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

§ 6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Without invalidating the Contract 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 Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement between the Owner and the Contractor; a Construction Change Directive may be issued by the Owner and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

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§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Owner and signed by the Owner and Contractor, stating their agreement upon all of the following:

- .1 change in the Work;
- .2 the amount of the adjustment in the contract sum including unit price quantities; and
- .3 the extent of the adjustment, if any, in the contract time.

§ 7.2.2 Methods used in determining adjustments to the contract sum may include those listed in Section 7.3.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the contract sum or contract time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the contract sum and contract time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 application of adjusted unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Section 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the contract sum or contract time.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in contract sum and contract time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If prior to the commencement of the Work the Contractor has not provided a lump sum price, or the Contractor and the Owner have not agreed on a lump sum price as described in Section 7.3.3, the price shall be established in one of the following ways, as determined by the Owner.

- .1 on a lump sum basis following completion of the Work. The lump sum price shall be properly itemized in accordance with Sections 7.3.7 and 7.3.8 and supported by sufficient data to permit evaluation;
- .2 on a time and material basis, with or without a maximum not-to-exceed price, at the discretion of the Owner. Costs will be accumulated on a time and material basis as described in Sections 7.3.7 and 7.3.9 and presented daily (the day after the Work is performed) for approval by the Owner on the forms provided by the Owner. The daily report will be signed by the Contractor and the Owner.

§ 7.3.7 Cost substantiation for Work proceeding on a lump sum or time and material basis. In accordance with Section 7.3.6, the Contractor shall provide a detailed breakdown of the costs as described in this section and submit the costs and substantiating data in a proposal to the Owner:

- .1 Excluded Costs. The following shall not be considered by the Owner for compensation to the Contractor:
 - A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, architects, estimators, attorneys,

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- 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 this section, all of which are to be considered administrative costs covered by the Contractor's fee.
- B. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
 - C. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - D. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered this section).
 - E. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - F. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in this section.
- .2 Direct costs. These shall be limited to 1) cost of materials, as described below under "Materials," 2) cost of labor as described below under "Labor Rates," 3) rental rate including fuel and maintenance for any power tools valued at over \$3,000 and equipment as described below under "Equipment Rates," and 4) bond premiums and additional cost of Builder's Risk Insurance, at rates equal to the amount billed for the base contract or the actual rate as supported by an invoice.
- .3 Equipment Rates. The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the "Rental Rate Blue Book". 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 "Rental Rate Blue Book", an equitable rental rate for the equipment will be established by the Owner. The Contractor may furnish cost data which might assist the Owner in the establishment of the rental rate.
- A. All equipment shall, in the opinion of the Owner, be in good working condition and suitable for the purpose for which the equipment is to be used.
 - B. 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 Owner a description of the equipment and its identifying number.
 - C. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 - D. 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.
 - E. Rental time will not be allowed while equipment is inoperative due to breakdowns.
 - F. 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 "Rental Rate Blue Book" available at www3.equipmentwatch.com or contact Equipment Watch at (800) 669-3282. Rental rates for equipment not covered under this reference shall be comparable to the lowest, commercially available rental rate for similar equipment in the area of the Project
- .4 Equipment on the Project 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

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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.

- A. 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.
 - B. 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.
 - C. 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, set forth as follows:
 - i. Payment for the equipment will be made in accordance with the provisions in Section 7.3.
 - ii. 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 Section 7.3.7.5, 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.
 - iii. 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 Sections 7.3.8 and 7.3.9.
- .5 Labor Rates. 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, workers' 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 Sections 7.3.8 and 7.3.9.
- .6 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:
- A. 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.
 - B. 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 Owner. Mark-up except for actual costs incurred in the handling of such materials will not be allowed.
 - C. 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.
 - D. If in the opinion of the Owner 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.

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- .7** 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:
- A.** 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 Owner, 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.
 - B.** 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.
 - C.** 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 Sections 7.3.8 and 7.3.9, herein, an allowance of 5 percent will be added to invoices for specialty Work.
- .8** 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.

§ 7.3.8 Contractor's Fee for Work proceeding on a lump sum basis. The Contractor shall apply a combined percentage rate to the direct costs to compensate the Contractor for additional overhead and profit associated with a Change in the Work. The combined rate to the Owner of any change shall not exceed the rates set forth in the following schedule:

- .1** For the Contractor, for Work performed by the Contractor's own forces, up to fifteen percent (15%) of direct costs.
- .2** For each subcontractor, for Work performed by the subcontractor's forces, up to fifteen percent (15%) of direct costs.
- .3** For the Contractor, for work performed by subcontractors, up to ten percent (10%) of the Subcontractors direct costs.
- .4** For the subcontractor, for Work performed by subcontractors of all tiers, up to ten percent (10%) of the sub-subcontractor's direct costs.
- .5** The total Contractor and all subcontractors' overhead and profit allowance shall not exceed twenty-five percent (25%) of direct costs.
- .6** To the sum of the costs and Contractor fees provided for in this section, one percent (1%) shall be added as compensation for bonds.

§ 7.3.9 Contractor's Fee for Work proceeding on a time and materials basis. The Contractor shall apply a combined percentage rate to the direct costs to compensate the Contractor for additional overhead and profit associated with a Change in the Work. The combined rate to the Owner of any change shall not exceed the rates set forth in the following schedule:

- .1** For the Contractor, for Work performed by the Contractor's own forces, up to ten percent (10%) of direct costs.
- .2** For each subcontractor, for Work performed by the subcontractor's forces, up to ten percent (10%) of direct costs.
- .3** For the Contractor, for work performed by subcontractors, up to five percent (5%) of the subcontractors direct costs.
- .4** For the subcontractor, for Work performed by subcontractors of all tiers, up to five percent (5%) of the sub-subcontractor's direct costs.
- .5** The total Contractor and all subcontractors' overhead and profit allowance shall not exceed twenty percent (20%) of direct costs.
- .6** To the sum of the costs and Contractor fees provided for in this section, one percent (1%) shall be added as compensation for bonds.

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§ 7.3.10 Adjustment of Quantities. The Owner is authorized to make such adjustments in the Work as may increase or decrease the originally awarded contract quantities of unit price components, provided that the aggregate of such adjustments does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations in accordance with the unit price offered in the bid.

§ 7.3.11 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.12 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in applications for payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Owner will make an interim determination for purposes of monthly approval of payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

§ 7.3.13 When the Owner and Contractor agree with the adjustments in the contract sum and contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Owner may order minor changes in the Work not involving adjustment in the contract sum or extension of the contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Owner in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 The term non-working day as may be used in the Contract Documents shall mean Sunday, a recognized holiday, a day on which the Contractor is specifically required to suspend construction operations or a day on which a suspension order is in effect. The legal holidays of the City & Borough of Juneau occur on:

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

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.11 Christmas Day - December 25

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

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the contract time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the contract time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner dispute resolution, or by other causes that the Owner determines may justify delay, then the contract time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 BASIS OF PAYMENT

§ 9.2.1 Prior to the Preconstruction Conference, as required by the Contract Documents, the Contractor shall submit to the Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require, and in accordance with other provisions of the Contract Documents. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

- .1** Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows: (a) with first pay request, 25%; (b) when 25% or more of the original contract is earned, an additional 25%; (c) when 50% or more of the original contract is earned, an additional 40%; (d) after Final Inspection, staging area clean-up and delivery of all Project Closeout materials, the final 10%.

§ 9.2.2 For Unit Price contracts, all work completed under the contract will be measured by the Owner using United States Customary Units of Measurement or the International System of Units. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

- .1** Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of

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- 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the Owner.
- .2 Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - .3 Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.
 - .4 In computing volumes of excavation the average end area method or other acceptable methods will be used.
 - .5 The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
 - .6 The term “ton” will mean the short ton consisting of 2,000 lb avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, approved scales by competent, qualified personnel at locations designed by the Owner. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the Owner directs.
 - .7 Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
 - .8 When requested by the Contractor and approved by the Owner in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.
 - .9 Bituminous materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts or ASTM D633 for tars.
 - .10 When bituminous materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, may be used for computing quantities.
 - .11 Cement will be measured by the ton or hundredweight.
 - .12 Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
 - .13 The term “lump sum” when used as an item of payment will mean complete payment for the Work described in the contract. When a complete structure or structural unit (in effect, “lump sum” Work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - .14 Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the Work.
 - .15 When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
 - .16 Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Scales shall be accurate within 1/2% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the inspector before beginning Work and at such other times as requested by the Owner. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed one-tenth of 1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted. Scales must be tested for accuracy and serviced before use at a new site. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this

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subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.

§ 9.2.3 When the estimated quantities for a specific portion of the Work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the Owner. If revised dimensions result in an increase or decrease in the quantities of such Work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 On a monthly basis, the Contractor shall submit to the Owner an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

- .1 As provided in Section 7.3.12, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.
- .2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- .3 The Contractor may be required, through other provisions of the Contract Documents, to submit additional reports or documents with the application.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, partial payment may similarly be made for materials and equipment suitably stored off the site at a location in Juneau agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 APPROVAL OF APPLICATIONS FOR PAYMENT

§ 9.4.1 The Owner will, within seven days after receipt of an acceptable Application for Payment from the Contractor, either issue approval of such amount as properly due, or notify the Contractor in writing of the reasons for withholding approval in whole or in part as provided in Section 9.5.

§ 9.4.2 The approval of an Application for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Owner's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Owner. The approval of an Application for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the approval of an Application for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.4.3 The Owner may refuse to make payment of the full amount because claims have been made against the Owner or the Using Agency 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 or the Using Agency, acting through the Owner's Representative, must give the Contractor written notice within 7 days stating the reasons for such action.

§ 9.5 DECISIONS TO WITHHOLD APPROVAL OF APPLICATIONS FOR PAYMENT

§ 9.5.1 The Owner may withhold approval of Applications for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations required by Section 9.4.2 cannot be made. If the Owner is unable to approve payment in the amount of the Application, the Owner will notify the Contractor as provided in Section 9.4.1. If the Contractor and Owner cannot agree on a revised amount, the Owner will promptly issue an approval for the amount for which the Owner is able to make such representations. The Owner may also withhold approval of an Application for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of an approval previously issued, to such extent as may be necessary in the Owner's opinion to protect from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding approval are removed, approval will be made for amounts previously withheld.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Owner has approved an application for payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

§ 9.6.2 The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such subcontractor's portion of the Work, the amount to which said subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to subcontractors at all tiers in a similar manner.

§ 9.6.3 The Owner will, on request, furnish to a subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner on account of portions of the Work done by such subcontractor.

§ 9.6.4 The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 Approval of an application for payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the contract sum, payments received by the Contractor for Work properly performed by subcontractors and suppliers shall be held by

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the Contractor for those subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Owner does not approve an application for payment or notify the Contractor that such approval will be withheld, through no fault of the Contractor, within seven days after receipt of the Contractor's application for payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents the amount approved, then the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The contract time shall be extended appropriately and the contract sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and an official Certificate of Occupancy has been issued by the authority having jurisdiction.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof that the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The Contractor shall allow a minimum of two working days for this inspection. If the Owner's inspection discloses any item, whether or not included on the Contractor's list that is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion. In the event that a third or subsequent inspection is required, the Owner reserves the right to charge the Contractor for the cost of such inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the applicable insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the

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Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Owner.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. No portion of the Work may be opened by the Contractor for public use until ordered by the Owner in writing. Should it become necessary to open a portion of the Work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Owner, such portion of the Work is in an acceptable condition to support the intended traffic or activity. Temporary or intermittent openings for airfield traffic (aircraft and vehicles) are considered to be inherent in the work and shall not constitute either acceptance of the portion of the Work so opened or a waiver of any provision of the contract. Any damage to the portion of the Work so opened that is not attributable to traffic or activity that is permitted by the Owner shall be repaired by the Contractor at its own expense.

The Contractor shall make its own estimate of the inherent difficulties involved in completing the Work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner, the Architect/Engineer, and the Using Agency will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly approve the final Application for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the aforementioned on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. After acceptance of the Work by the Owner, 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, and described within the Agreement.
- .2** If items of Work are determined by the Owner to have been left uncompleted or uncorrected between the date of Substantial Completion and the date of Final Completion, and the Owner decides to issue a Certificate of Final Completion leaving those Work items incomplete or uncorrected, the following deduction may be made from the final payment: Two times the value of outstanding items of correction Work or Substantial Completion list items yet uncompleted or uncorrected, as applicable. 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.

The Owner's approval of the final Application for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project, and (6) if required by the Owner, other data establishing payment or satisfaction of

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obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Owner so confirms, the Owner shall, upon application by the Contractor and approval by the Owner and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to approval of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final application for payment.

§ 9.10.6 Release Of Retainage And Other Deductions. 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 Contract, less any deductions to cover pending claims against the Owner or Using Agency pursuant to Section 9.4.3.

- .1 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 Final Completion. Upon expiration of the 45 days, referred to in Section 9.10.6, the amounts withheld pursuant to the provisions of Section 9.10.1 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 two times the value of such remaining uncompleted or uncorrected items.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off site, under care, custody or control of the Contractor or the Contractor's subcontractors of all tiers; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

- .1 Unless otherwise specified in this subsection, the Contractor is advised that the site of the Work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior. Should the Contractor encounter, during its operations, any part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Owner. The Owner will immediately investigate the Contractor's finding and direct the Contractor to either resume operations or to suspend operations as directed. Should the Owner 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 shall be covered by an appropriate contract change order.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions, performance of the Contract, and regulatory agencies, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

- .1 All Contractors' operations shall be conducted in accordance with the project Construction Safety and Phasing Plan (CSPP) and the provisions set forth within the current version of AC 150/5370-2. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.
- .2 The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures. No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner.

§ 10.2.4 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. A Material Safety Data Sheet shall be requested by the Contractor from the manufacturer of any hazardous product used, and 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. 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.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect/Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a qualified and responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be approved by the Owner.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB),

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encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not the Contractor has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 10.3.3 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

§ 10.3.4 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 ENVIRONMENTAL PROTECTION

§ 10.4.1 The Contractor shall comply with all Federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

§ 10.4.2 The Contractor shall control storm water in accordance with current Alaska Department of Environmental Conservation Construction General Permit requirements for storm water control, and as described elsewhere in the contract documents.

§ 10.5 EMERGENCIES

§ 10.5.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 INSURANCE

§ 11.1.1 The Contractor shall purchase and maintain the insurance required under this section. 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 Section 12.2, but the Contractor's liabilities under this Contract shall not be deemed limited in any way to the insurance coverage required. Policies shall also specify insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the Owner. **Failure by the Contractor to keep such insurance in effect for the time period specified shall be deemed defective Work and resolved in accordance with the Contract Documents.**

§ 11.1.2 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

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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.

§ 11.1.3 The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to the Owner. **All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the Owner, Using Agency, their 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 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. **Contractor agrees to waive all rights of subrogation against the Owner for work performed under Contract.**

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.

- .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 Insurance. The Contractor shall require and verify that each of its subcontractors maintain insurance meeting all of the requirements stated herein, unless specifically exempted from a required coverage. Subcontractor insurance coverage shall be of the type and in the amounts specified in the Supplementary General Conditions or Contractor shall insure the activities of its Subcontractors under the Contractor's own policy, in like amount.
- .5 Builder's Risk. This insurance shall be of the "all risks" type and shall be written in completed value form, and shall protect the Contractor, the Owner, and the Using Agency 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, the Owner, and the Using Agency, 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 Using Agency. The Builder's Risk policy shall insure against risks of direct physical loss or damage to property from any external cause. Allowable exclusions, if any, shall be as specified in the Supplementary General Conditions.

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§ 11.2 PERFORMANCE BOND AND PAYMENT BOND

§ 11.2.1 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.

§ 11.2.2 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.

§ 11.2.3 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.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for the Owner's examination and be replaced at the Contractor's expense without change in the contract time.

§ 12.1.2 If a portion of the Work has been covered that the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 Before or after Substantial Completion. The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owner's and Architect's/Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, work quality, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier. If, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 2.4.

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§ 12.2.3 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 12.2.4 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.5 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.6 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

§ 12.2.7 Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the State of Alaska. 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 Owner. The Contractor shall indemnify, defend, and hold harmless the Owner, the Using Agency, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, 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.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

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§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect/Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Owner will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Owner's and Architect's/Engineer's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

§ 13.5.5 If the Owner is to observe tests, inspections or approvals required by the Contract Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5.7 For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the Contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract Work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator, and is further subject to those provisions of the rules and regulations that are cited in the Contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this Contract shall be construed as making the Federal Government a party to the Contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

§ 13.6 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.6.1 As between the Owner and Contractor:

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- .1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Completion. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the date of Final Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of Final Completion; and
- .3 After Final Completion. As to acts or failures to act occurring after the relevant date of Final Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

§ 13.7 RETENTION AND INSPECTION OF RECORDS

§ 13.7.1 Record Retention and Maintenance. The Contractor shall keep and maintain in safe condition full and accurate records of all costs incurred and items billed and all other project records and documents relating to performance, communications, and correspondence in connection with the performance of the Work under this Contract, which records and documents shall be open to review, examination, reproduction or audit by the Owner or its authorized representatives during performance of the Work and until three years after final payment and all other pending matters are closed.

§ 13.7.2 Subcontractor Records. The Contractor shall make it a condition of all subcontracts of all tiers relating to the Work under this Contract that any and all subcontractors of all tiers will keep accurate records of costs incurred and items billed in connection with their Work and that such records shall be open to review, examination, reproduction or audit by the Owner or its authorized representatives during performance of the Work and until three years after final payment under the subcontract and all other pending matters are closed.

§ 13.7.3 Availability. The Contractor shall make available at its business office upon request at all reasonable times the materials described in Sections 2.5 including materials of both the Contractor and its subcontractors, for review, examination, reproduction, or audit for a period of three years after final payment under this Contract and all other pending matters are closed.

§ 13.7.4 Termination. If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for three years after any resulting final termination settlement.

§ 13.7.5 Claims and Appeals. Records pertaining to any Claims or appeals submitted pursuant to Sections 4.3, 4.4 and 4.5 or otherwise arising from or relating to the performance of Work under this Contract shall be made available until such appeals are finally concluded. Such documents or records shall be made available to the Owner or its duly authorized representatives within thirty days of the Owner's request.

§ 13.7.6 Subcontracts. The Contractor shall include the provisions of Section 13.8 in all subcontracts so as to be binding on all subcontractors.

§ 13.7.7 Cost or Pricing Data. If the Contractor has submitted cost or pricing data in connection with the pricing of any Change Order or modification to this Contract, unless pricing was based on (1) adequate price competition, (2) established catalog or market price of commercial items sold in substantial quantities to the general public, or (3) prices set by law or regulation, the Owner shall have the right to audit all books, records, documents and other data of the Contractor, including computations and projections, related to negotiating, pricing or performing the Change Order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data.

§ 13.8 GRATUITY AND CONFLICT OF INTEREST

§ 13.8.1 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 City and Borough of Juneau or the Using Agency, nor will the Contractor rent or

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purchase any equipment or materials from any employee or elected official of the City and Borough of Juneau or the Using Agency, or to the best of the Contractor's knowledge, from any agent of any employee or elected official of the City and Borough of Juneau or the Using Agency. 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.

§ 13.9 COST REDUCTION INCENTIVE

§ 13.9.1 At any time within 30 days after the date of the Notice of Award, the Contractor may submit to the Owner in writing, proposals for modifying the drawings, 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.

§ 13.9.2 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 affected 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.

§ 13.9.3 The provisions of this section shall not be construed to require the Owner to consider any cost reduction proposal that 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.

§ 13.9.4 If a cost reduction proposal is similar to a change in the drawings 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.

§ 13.9.5 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.

§ 13.9.6 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.

§ 13.9.7 If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a Contract Change Order that specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the drawings and specifications that 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.

§ 13.9.8 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

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proposal. Should the adoption of the cost reduction proposal result in a contract time savings, the total contract time may be reduced by an amount equal to the time savings realized.

§ 13.9.9 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.

§ 13.9.10 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.

§ 13.9.11 The Contractor shall bear the costs, if any, to revise all bonds and insurance requirements for the project, to include the cost reduction Work.

§ 13.10 FUNDING SOURCE

§ 13.10.1 This project utilizes funds provided by the U.S. Department of Homeland Security Grant Monies, 20SHSP-GY15 / EMW-2015-SS-00026-S01.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 because the Owner has not approved an application for payment and has not notified the Contractor of the reason for withholding approval as provided in Section 9.4, or
- .4 because the Owner has not made payment on an approved application for payment within the time stated in the Contract Documents.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a subcontractor of any tier, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

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- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Section 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's/Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner shall be certified by the Owner upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or directed by the Owner, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

END OF SECTION 00 7000

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SGC 1: ADD the following to § 1.7 FEDERAL CONTRACT PROVISIONS

§ 1.7.1 ACCESS TO RECORDS AND REPORTS. (2 CFR § 200.326, 2 CFR § 200.333) The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

§ 1.7.2 BUY AMERICAN PREFERENCES. (Reference: 49 USC § 50101) The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. The appropriate Buy American Certification presented with the Bid shall be fulfilled through the execution of the Work.

§ 1.7.3 CIVIL RIGHTS – GENERAL. (49 USC § 47123) The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

§ 1.7.4 TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS. (49 USC § 47123)

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the Work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor of the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

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6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

§ 1.7.5 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES. (49 USC § 47123) During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation - Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

§ 1.7.6 DISADVANTAGED BUSINESS ENTERPRISE. (49 CFR part 26) The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Juneau International Airport and the City and Borough of Juneau to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

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- .1 Contract Assurance (§ 26.13) – The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- .2 Prompt Payment (§26.29) - The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City and Borough of Juneau. The prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City and Borough of Juneau. This clause applies to both DBE and non-DBE subcontractors.

§ 1.7.7 ENERGY CONSERVATION REQUIREMENTS. (2 CFR § 200, Appendix II(H)) Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

§ 1.7.8 FEDERAL FAIR LABOR STANDARDS ACT. (29 U.S.C. § 201, *et seq*) All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

§ 1.7.9 OCCUPATIONAL SAFETY AND HEALTH ACT. (20 CFR part 1910) All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

§ 1.7.10 VETERAN'S PREFERENCE. (49 USC § 47112(c) In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

§ 1.7.11 COPELAND ANTI – KICKBACK ACT. (2 CFR § 200, Appendix II(D), 29 CFR Parts 3 & 5) Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered Work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

§ 1.7.12 DAVIS-BACON REQUIREMENTS. (2 CFR § 200, Appendix II(D), 29 CFR Part 5)

.1 Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the Work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of

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payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can easily be seen by the workers.

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the

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- Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding. The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
3. Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or Owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the

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applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

.5 Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

.6 Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

.7 Contract Termination: Debarment. A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

.8 Compliance With Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

.9 Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

.10 Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

§ 1.7.13 DISTRACTED DRIVING. (Executive Order 13513, DOT Order 3902.10) In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while

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driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

§ 1.7.14 EQUAL OPPORTUNITY. (2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, part 60-4, Executive Order 11246) During the performance of this contract, the contractor agrees as follows:

.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

.3 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

.6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

.7 The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

§ 1.7.15 EQUAL OPPORTUNITY SPECIFICATIONS. (2 CFR 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, part 60-4, Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract

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resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically

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ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities

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to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

.9 A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

.10 The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

.11 The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

.12 The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

.13 The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

.14 The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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§ 1.7.16 PROHIBITION AGAINST SEGREGATED FACILITIES. (41 CFR 60)

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

§ 1.7.17 PROCUREMENT OF RECOVERED MATERIALS. (2 CFR § 200.322, 40 CFR part 247) Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

§ 1.7.18 TERMINATION OF CONTRACT FOR CONVENIENCE. (2 CFR § 200 Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09) The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

- .1 Contractor must immediately discontinue Work as specified in the written notice.
- .2 Terminate all subcontracts to the extent they relate to the Work terminated under the notice.
- .3 Discontinue orders for materials and services except as directed by the written notice.
- .4 Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed Work, supplies, equipment and materials acquired prior to termination of the Work and as directed in the written notice.
- .5 Complete performance of the Work not terminated by the notice.
- .6 Take action as directed by the Owner to protect and preserve property and Work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- a) completed and acceptable Work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing Work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

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- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action. The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

§ 1.7.19 TERMINATION OF CONTRACT FOR DEFAULT. Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this contract due default of the Contractor.

§ 1.7.20 DEBARMENT AND SUSPENSION. (2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- .1 Checking the System for Award Management at website: www.sam.gov
- .2 Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- .3 Inserting a clause or condition in the covered transaction with the lower tier contract. If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

§ 1.7.21 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT. (2 CFR § 200, Appendix II(E))

- .1 Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- .2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.
- .3 Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.
- .4 Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT – 00 8000

§ 1.7.22 BREACH OF CONTRACT. (2 CFR part 200, Appendix II(A)) Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

§ 1.7.23 CLEAN AIR/WATER POLLUTION CONTROL. (2 CFR § 200, Appendix II(G) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

SGC 2: INSURANCE AMOUNTS. Add the following to § 11.1 INSURANCE

The limits of liability for the insurance required by Section 11.1 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. The CONTRACTOR must provide certification of proper insurance coverage and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to the City and Borough of Juneau.

§11.1.3 The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract. The coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the OWNER by the CONTRACTOR. **All such insurance required herein (except for Workers' Compensation and Employer's Liability) shall name the OWNER, its Consultants and subconsultants and their officers, directors, agents, and employees as "additional insureds for any and all work performed for the City and Borough of Juneau" under the policies.**

The CONTRACTOR shall purchase and maintain the following insurance:

- .1** Workers' Compensation and Employer's Liability. This insurance shall protect the CONTRACTOR against all claims under applicable state workers' compensation laws. The CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The CONTRACTOR shall require each Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Workers' Compensation Insurance. In case any class of employees is not protected, under the Workers' Compensation Statute, the CONTRACTOR shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected. **The CONTRACTOR grants a waiver of any right to subrogation against the OWNER by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not the OWNER has received a waiver of subrogation endorsement from the insurer.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT – 00 8000

Workers' Compensation: (under Paragraph 11.1.3.1 of the General Conditions) as in accordance with AS 23.30.045:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshore): Statutory

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

- a. Employers Liability
 - Bodily Injury by Accident: \$100,000.00 Each Accident
 - Bodily Injury by Disease: \$100,000.00 Each Employee
 - Bodily Injury by Disease: \$500,000.00 Policy Limit
- 1. CONTRACTOR agrees to waive all rights of subrogation against the OWNER for WORK performed under contract.
- 2. If CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a condition of the contract.

.2 Commercial General Liability (CGL), including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. (under Section 11.1.3.2 of the General Conditions) **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

.3 Commercial Automobile Liability: (under Paragraph 11.1.3.3 of the General Conditions) including Owned, Hired, and Non-Owned Vehicles:

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

This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers The CONTRACTOR shall require each Subcontractor similarly to provide Commercial Automobile Liability Insurance for all of the latter's employees to be engaged in such WORK unless such employees are covered by the protection afforded by the CONTRACTOR's Commercial Automobile Liability Insurance.

.4 All Subcontractors are required to secure and maintain the insurance coverages listed above, unless otherwise noted.

.5 Builder's Risk insurance is not required for this project.

Add the following paragraphs to §11.1.3 - INSURANCE:

.6 If the CONTRACTOR maintains higher limits than the minimums shown above, the OWNER requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the OWNER.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT – 00 8000

SGC 3: PERFORMANCE BOND AND PAYMENT BOND AMOUNTS. Add the following to § 11.2 PERFORMANCE BOND AND PAYMENT BOND

§11.2.4 PERFORMANCE AND PAYMENT BOND AMOUNTS.

.1 The Contractor shall furnish, when required, Performance and Payment Bonds on forms provided by the CBJ for the penal sums of 100% of the amount of the Bid award. The surety on each bond may be any corporation or partnership authorized to do business in the State of Alaska as an insurer under AS 21.09. These bonds shall remain in effect for 12 months after the date of final payment and until all obligations and liens under this contract have been satisfied. The Contractor shall also furnish such other Bonds as are required by the Supplementary General Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

.2 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.

.3 All Bonds required by the Contract Documents to be purchased and maintained by Contractor shall be obtained from surety companies that are duly licensed or authorized in the State of Alaska to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions. The City Engineer may, on behalf of the Owner, notify the surety of any potential default or liability.

END OF SECTION

**FEDERAL LABOR STANDARDS, REPORTING, AND
PREVAILING WAGE RATE DETERMINATION - 00 8600
Reporting During Contract**

- A. **Within 15 Days after Notice of Intent to Award**, the Contractor must compile and submit a list of all Subcontractors and material suppliers, showing all tiers. For each company listed include name, address, phone, employer tax number; DBE status if any; estimated subcontract amount; estimated start and finish dates; and copies of bid tabulations with firm name and number. Send the list to *Addresses B and C*.
- B. **Within 30 Days of Notice to Proceed**, the Contractor and each Subcontractor, who are required to file EEO-1 reports (Standard Form 100 [SF-100]), must send it to the Office of Federal Contract Compliance Programs (OFCCP) Area Office - Address C.
- C. Before each Friday, the Contractor and each Subcontract must file:
1. Weekly Employment Opportunity (EEO) Reports (page 004440-11) for the previous week to *Address A*. If the information requested (race and gender) is indicated on the copy of the payroll, then this Weekly EEO Report is hereby waived.
- D. **Certified Payrolls must be submitted every two weeks.** Before the second Friday, the Contractor and each Subcontractor must file:
1. Certified Payrolls with Statements of Compliance for the previous two weeks. If there was no activity for that pay period, indicate "No Activity." Indicate "Start" on your first payroll, and "Final" on your last payroll for this project. Send the original to *Address B* and a complete copy to *Address A*, or another CBJ representative, as *designated*

Correspondence regarding State of Alaska Department of Labor and Workforce Development (ADOL) 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 the CBJ Engineering Contract Administrator, at the email address below. If Contractor elects to submit paper copies, they should be submitted to the physical addresses below.

- E. By the 5th of each month, each Contractor and Subcontractor must complete the Monthly Employment Utilization Report (CC257) for the previous month for its aggregate workforce in Alaska (for federal and non-federal projects). Make a list of all projects (federal and non-federal) in Alaska over \$10,000. Include the firm name, name and location of project, project #, % complete, contract amount, and established date of completion. Send both the CC257 and the list of projects to Addresses A and C.
- F. Preparing the final payment request, the Contractor must verify that the subcontractor list is up-to-date and includes all parties submitting certified payrolls (i.e., equipment rental with operator companies, trucking services providing imported materials, surveying firms, etc.). Send a copy of amended lists to Addresses A and B. Submit completed Compliance Certification and Release, Section 006200 of this contract.

<i>Address A</i>	<i>Address B</i>	<i>Address C</i>
Contract Administrator	Wage and Hour Section	OFCCP
Greg Smith	AK Dept of Labor and Workforce Dev/	Area Office
Engineering Department	Labor Standards and Safety Division	605 W. 4th Ave., Room G68
City and Borough of Juneau	Wage and Hour Administration	Anchorage, AK 99501
155 S. Seward Street	P O Box 21149	(907) 271-2864
Juneau, AK 99801	Juneau, AK 99802-1149	
(907) 586-0873	(907) 465-4842	
greg.smith@juneau.org	http://labor.state.ak.us/lss/home.htm	

EXECUTION – 01 7300

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 1. Construction layout.
 2. Installation 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 construction to original conditions after installation of other work.

1.4 CUTTING AND PATCHING

- A. Comply with requirements for and limitations on cutting and patching of construction elements.
 1. Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or in increased maintenance or decreased operational life or safety.
 2. Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 3. Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Before proceeding, meet at project site with parties involved in cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Owner for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION AND LAYOUT

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, and conditions for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 1. Examine walls and ceilings for suitable conditions where products and systems are to be installed.
 2. Verify compatibility with and suitability of substrates.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

EXECUTION – 01 7300

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a Request for Information to the Owner according to requirements in Section 01 3100 "Project Management and Coordination."
- D. Surface and Substrate Preparation: Comply with manufacturer's written recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

- A. General: Locate components of the Work accurately, in correct alignment and elevation.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Provide blocking and attachment plates and anchors, and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with existing conditions. Where size and type of attachments are not indicated, verify size and type required for load conditions. Where mounting heights are not indicated, mount components at heights directed by Architect.

3.4 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage.
- 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 practicable. Provide materials and comply with manufacturer's installation requirements.
 - 1. Test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining materials in a manner that will minimize evidence of patching and refinishing.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed.

END OF SECTION 01 7300

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL – 01 7419

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes procedural requirements for disposing of nonhazardous construction waste/debris.

1.3 DEFINITIONS

- A. Construction Waste (Debris): Building materials and other solid waste resulting from construction operations. Construction waste includes packaging.
- B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Provide handling, containers, storage, signage, transportation, and other items as required to handle waste during the entire duration of the contract.
- B. Site Access: Conduct waste management operations to ensure minimum interference with streets, walkways, and other adjacent occupied and used facilities.
- C. Demolition and construction debris must be collected and containerized on a daily and ongoing basis.
- D. Contractor to inspect the entire work area, including the grounds immediately around the work area on a daily basis and ensure that waste and debris has not accumulated.

3.2 DISPOSAL OF WASTE

- A. Remove waste materials from project site and legally dispose of them in a landfill acceptable to authorities having jurisdiction.
 - 1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

END OF SECTION 01 7419

CLOSEOUT PROCEDURES – 01 7700

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reason for incomplete Work.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 3 days prior to requesting inspection for determining date of Substantial Completion.
 - 1. Submit closeout submittals specified in other Division 00 and 01 sections, including project record documents, operation and maintenance manuals, final completion construction photos, damage or settlement surveys, and similar final record information.
 - 2. Submit closeout submittals specified in specification sections, including specific warranties, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 3 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Complete final cleaning requirements, including touchup painting.
 - 2. Repair and restore marred exposed finishes to eliminate visual defects.
 - 3. Complete Owner training.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 3 days prior to date the work will be completed and ready for inspection. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items that must be completed or corrected before certificate will be issued.
 - 1. Request reinspection when the Work identified in previous inspections completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment.
 - 2. Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list).
 - 3. Other forms and certificates required by the Contract Documents.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 3 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will approved the final Payment Application after inspection or will notify Contractor of construction that must be completed or corrected before final payment will be authorized.
 - 1. Request reinspection when the Work identified in previous inspections is completed or corrected.

CLOSEOUT PROCEDURES – 01 7700

1.5 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Owner for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Utilize professional cleaning service with personnel qualified and experienced in cleaning building components and systems used in the project. Clean each surface or unit to condition expected for new commercial building standard.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - 2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 01 7700

OPERATION AND MAINTENANCE DATA – 01 7823

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes procedural requirements for preparing operation and maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Include operations and maintenance manual content as specified in individual specification sections. Submit reviewed manual content formatted and organized to include modifications, field conditions, and record drawings.
- B. Format: Submit operations and maintenance manuals in the following formats:
 - 1. PDF electronic file. Assemble into a single composite manual with electronically-indexed file. Submit on digital media acceptable to the Owner.
 - a. Name each indexed document file in composite electronic index.
 - b. Enable inserted reviewer comments on draft submittals.
 - c. Enable bookmarking of individual documents based upon file names and configure electronic manual to display bookmark panel upon opening file.
 - 2. Paper copy. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.
 - a. Heavy-duty, 3-ring, loose-leaf binder, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-in paper with pockets to hold folded oversize sheets.
 - b. Identify binder on front and spine with printed title "OPERATION AND MAINTENANCE MANUAL," project title, and subject matter of contents.
 - 3. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUAL

- A. Organize manual into a separate sections for each system or piece of equipment that is not part of a system. Include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, and warranty information, as applicable.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Date of submittal.
- C. Table of Contents: Identify each product included in manual by name and specification section number.
- D. Content: Include maintenance and operation data required in individual specification sections and the following:
 - 1. System and equipment descriptions.
 - 2. Operating standards and procedures.
 - 3. Test and inspection instructions, including troubleshooting guide.
 - 4. Wiring and control diagrams.
 - 5. Precautions against improper use.
 - 6. License requirements including inspection and renewal dates.
 - 7. Repair instructions and precautions against improper maintenance.
 - 8. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 9. Aligning, adjusting, and checking instructions.
 - 10. List of items recommended to be stocked as spare parts.

OPERATION AND MAINTENANCE DATA – 01 7823

- E. Descriptions: Include the following, as applicable:
 - 1. Product name and model number as indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function and operating characteristics.
 - 5. Performance curves and limiting conditions, including engineering data and tests.
 - 6. Complete nomenclature and number of replacement parts.

- F. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping including normal shutdown instructions.
 - 6. Required sequences for electric or electronic systems.
 - 7. Special operating instructions and procedures.
 - 8. Describe the sequence of operation, and diagram controls as installed.

- G. Maintenance Procedures: Include manufacturer's written recommendations and Spare Parts List, including source information.

- H. Warranties: Include copies of warranties and lists of circumstances and conditions that would affect validity of warranties. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Manual: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system and piece of equipment not part of a system.

- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets and data pertinent to product or component installed.

- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems.

END OF SECTION 01 7823

DEMONSTRATION AND TRAINING – 01 7900

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
 - A. Drawings, specifications, and general provisions of the contract, including General and Supplementary Conditions and other Division 01 Specification Sections apply to this section.
- 1.2 SUMMARY
 - A. Section includes procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems and equipment.
 - 2. Training in operation and maintenance of systems and equipment.
- 1.3 QUALITY ASSURANCE
 - A. Trainer Qualifications: An individual experienced in training maintenance personnel in a training program similar in content and extent to that indicated for this project, and whose work has resulted in training or education with a record of successful learning performance.
- 1.4 COORDINATION
 - A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

PART 2 - PRODUCTS

- 2.1 INSTRUCTION PROGRAM
 - A. Training Modules: Develop a teaching outline that includes objectives and specific skills and knowledge that participant is expected to master. Include instruction for the following, as applicable:
 - 1. Documentation: Review the following items in detail:
 - a. Operations and Maintenance manual, and project record documents.
 - b. Warranties.
 - 2. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Sequences for electric or electronic systems.
 - 3. Operations: Include the following, as applicable:
 - a. Routine and normal operating instructions.
 - b. Regulation and control procedures.
 - c. Control sequences.
 - 4. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 - 5. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Procedures for preventive and routine maintenance.
 - c. Instruction on use of special tools.
 - 6. Repairs: Include the following:
 - a. Diagnosis and repair instructions.
 - b. Disassembly; component removal, repair, and reassembly instructions.
 - c. Instructions for identifying parts and components.
 - d. Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

- 3.1 INSTRUCTION
 - A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems and equipment. Owner will furnish Contractor with names and positions of participants.

END OF SECTION 01 7900