DOUGLAS HARBOR ANODE INSTALLATION

CONTRACT NO. DH 20-032
DH FILE #1522

Bidding Documents
Contract Documents
Specifications
Plans

FEBRUARY 2020

SECTION 00005 - TABLE OF CONTENTS

DIVISION 0 - BIDDING AND CONTRACT REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

BIDDING and CONTRACT REQUIREMENTS		No. of Pages
00005	Table of Contents	1
00030	Notice Inviting Bids	3
00100	Instructions to Bidders	9
00300	Bid	2
00310	Bid Schedule	1
00320	Bid Bond	1
00360	Subcontractor Report	2
CONTRACT FORMS		
00500	Agreement	6
00610	Performance Bond	2
00620	Payment Bond	2
CONDITIONS OF THE CONTRACT		
00700	General Conditions	48
00800	Supplementary General Conditions	5
00830	Alaska Labor Standards, Reporting and Prevailing Wage Rate Determination	41
00852	Permits	1
TECHNICAL SPECIFICATIONS		
DIVISION 1 - GENERAL REQUIREMENTS		
01010	Summary of Work	4
01025	Measurement and Payment	3
01400	Quality Control	2
01505	Mobilization	1
01550	Site Access and Storage	5
01600	Materials and Equipment	2
01700	Project Close-out	3
DIVISION 2 – SITE WORK		
02996	Pile Anodes	3
DIVISION 5 – METALS		
05120	Metal Fabrication	7
DIVISION 9 – COATINGS		
09900	Coatings	3

A list of the drawings can be found on the Plans under DRAWING INDEX

END OF SECTION

SECTION 00030 NOTICE INVITING BIDS

OBTAINING CONTRACT DOCUMENTS. The Contract Documents are entitled:

Douglas Harbor Anode Installation

Contract No. DH20-032

The Contract Documents may be downloaded for free at the CBJ Engineering Department webpage at: www.juneau.org/engineering

PRE-BID CONFERENCE. Prospective Bidders are encouraged to attend a pre-Bid conference to discuss the proposed WORK, which will be conducted by the OWNER, **at 10:00 a.m. on February 26, 2020,** in CBJ Engineering Department Conference Room, 3rd Floor, Marine View Center. The object of the conference is to acquaint Bidders with the project and bid documents. Conference call capability will be available for the Pre-Bid meeting. Proposers intending to participate via conference call shall notify the CBJ Engineering Contracts Division, at (907) 586-0888, or Contracts@juneau.org by 4:30 p.m., February 25, 2020.

DESCRIPTION OF WORK. The WORK generally consists of the supply and installation of pile anodes at Douglas Harbor. Some owner supplied anodes are included in the work, as well as modifications to the owner supplied anodes.

COMPLETION OF WORK.

Work Description	Completion Date
Earliest Field Start	April 1, 2020
Substantial Completion	June 5, 2020
Final Completion	June 12, 2020

DEADLINE FOR BIDDER QUESTIONS: March 5, 2020

DEADLINE FOR BIDS: Sealed bids must be received by the Port Director **prior to 2:00 p.m., Alaska Time on March 12, 2020,** 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 Port Director, which will establish the official time of receipt of bids. **Bids will be opened at 2:15 p.m. on March 12, 2020, in the Assembly Chambers of the Municipal Building, 155 S. Seward Street**, unless otherwise specified.

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

PHYSICAL LOCATION:
CBJ Docks and Harbors
Port Director's Office
76 Egan Drive, 2nd Floor
Juneau, AK 99801

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

MAILING ADDRESS:
CBJ Docks and Harbors
Port Director
155 South Seward Street
Juneau, AK 99801

SECTION 00030 NOTICE INVITING BIDS

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

IMPORTANT NOTICE TO BIDDER		
To submit your Bid: 1. Print your company name and address on the upper left corner of your envelope. **2. Complete this label and place it on the lower left corner of your envelope.**		
S **E** **A** **L** **E** **D**	**BID NUMBER: DH20-032** **SUBJECT: DOUGLAS HARBOR ANODE INSTALLATION** **DEADLINE DATE:** **_____** **PRIOR TO 2:00PM ALASKA TIME**	**B** **I** **D**

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

SITE OF WORK. The site of the WORK is Douglas Harbor in Douglas, 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
Email: Greg.Smith@juneau.org
Telephone: (907) 586-0873
Fax: (907) 586-4530

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

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

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

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

STANDARD SPECIFICATIONS. The Standard Specifications for Civil Engineering Projects and

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

OWNER: City and Borough of Juneau

By: Carl J Uchytil
Carl Uchytil, PE, Port Director

2/13/2020
Date

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

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

2.0 INTERPRETATIONS AND ADDENDA.

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

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

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

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

A. Evidence of bid rigging or collusion;

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

C. Record of integrity;

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

E. Unsatisfactory performance on previous or current contracts;

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

G. Uncompleted work that, in the judgment of the OWNER, might hinder or prevent the bidder's prompt completion of additional work, if awarded;

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

I. Default under previous contracts;

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

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

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

M. Lack of legal capacity to contract.

N. Bidders must be registered as required by law and in good standing for all amounts owed to the OWNER per Paragraph 21.0 of this Section.

O. Failure to submit a complete Subcontractor Report as required in section Section 00360 – Subcontractor Report.

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

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

A. If a Bid is received by the CBJ Port Director after the Deadline for Bids.

B. If the Bid is on a form other than that furnished by the OWNER, or legible copies thereof; or if the form is altered or any part thereof is detached; or if the Bid is improperly signed.

C. If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, ambiguous as to its meaning, or in conflict with the OWNER's Bid document.

D. If the Bidder adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award. This does not exclude a Bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one Bid opening, provided that any selection of awards will be made by the OWNER.

E. If the Bid does not contain a Unit Price for each pay item listed, except in the case of authorized alternate pay items.

F. If the Bidder has not acknowledged receipt of each Addendum.

G. If the Bidder fails to furnish an acceptable Bid guaranty with the Bid.

H. If any of the Unit Prices Bid are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the OWNER.

I. If a Bid modification does not conform to Article 15.0 of this Section.

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

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

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

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

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

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

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

D. Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the Engineer of Record by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions, or in Section 01530 - Protection and Restoration of Existing Facilities of the General Requirements.

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

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

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

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

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

8.0 BID FORM.

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

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

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

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

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

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

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

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

10.0 SUBSTITUTE OR "OR-EQUAL" ITEMS. Substitution requests are not accepted during the bidding process. The procedure for the submittal of substitute or "or-equal" products is specified in Section 01300 – Contractor Submittals.

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

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

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

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

15.0 BID MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.

A. Any bidder may deliver a modification to a bid in person, by mail or fax (907-586-0295), provided that such modification is received by the Port Director no later than the deadline for bids. Modifications will be time and date stamped by the Port Director, which will establish the official time of receipt of the modification. The modification must not reveal the bid price but should be in the form of an addition or subtraction or other modification so that the final prices will not be known until the sealed bid is opened.

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

FAX DISCLAIMER: It is the responsibility of the bidder to submit modifications in a timely manner. Bidders' use of a fax machine to modify their bid shall be at bidders' sole risk. The Port Director 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 Port Director (907-586-0292) prior to deadline.

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

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

17.0 AWARD OF CONTRACT.

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

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

18.0 EXECUTION OF AGREEMENT.

A. All Bids of value greater than $100,000 must be approved by the CBJ Assembly. After the CBJ Assembly has approved the award and after the Bid protest period, the OWNER will issue a Notice of Intent to Award to the approved Bidder. The Bidder to whom award is made shall execute a written Agreement with the OWNER on the Agreement form, Section 00500, collect insurance, and shall furnish all certificates and Bonds required by the Contract Documents within 10 Days (calendar) from the date of the Notice of Intent to Award letter.

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

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

20.0 FILING A PROTEST.

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

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

B. Late protests shall not be considered by the CBJ Port Director.

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

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

CITY AND BOROUGH OF JUNEAU
CBJ DOCKS AND HARBORS
FAX NO. 907-586-0295

BID MODIFICATION FORM

Modification Number: _____ Modification Page ____ of ____

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

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

Total Bid Increase or Decrease: $_____

_____
Name of Bidding Firm

_____
Responsible Party Signature

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

END OF SECTION

SECTION 00300 - BID

BID TO: THE CITY AND BOROUGH OF JUNEAU

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

Douglas Harbor Anode Installation
Contract No. DH20-032

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

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

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

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

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

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

Addenda No.	Date Issued	Addenda No.	Date Issued

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

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

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

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

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

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

- Subcontractor Report, Section 00360

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

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

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

END OF SECTION

DOUGLAS HARBOR ANODE INSTALLATION

Pay Item No.	Pay Item Description	Pay Unit	Approximate Quantity	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1505.1	Mobilization	LS	All Req'd	LUMP	SUM	$	
2996.0	Modify Owner-Furnished Anodes	EA	94			$	
2996.1	Supply Pile Anode, Type A	EA	14			$	
2996.2	Supply Pile Anode, Type B	EA	100			$	
2996.3	Install Pile Anode, All Types	EA	208			$	
2996.4	Anode Potential Readings and Continuity Testing	LS	All Req'd	LUMP	SUM	$	

TOTAL BID AMOUNT IN FIGURES: $_____

TOTAL BID AMOUNT IN WORDS: _____

_____

BIDDER NAME: _____

SECTION 00320 - BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that_____

_____ as Principal, and _____

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

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

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

Douglas Harbor Anode Installation
Contract No. DH20-032

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

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

(SEAL)_____ (SEAL)_____
(Principal) (Surety)

By:_____ By:_____
(Signature) (Signature)

END OF SECTION

SECTION 00360 - SUBCONTRACTOR REPORT

LIST OF SUBCONTRACTORS (AS 36.30.115)

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

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

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

_____
CONTRACTOR, Authorized Signature

_____
CONTRACTOR, Printed Name

_____
COMPANY

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

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

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

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

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

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

E. On the Subcontractor Report, the apparent low Bidder must list any Subcontractors anticipated to perform WORK with a value of greater than one-half of one percent of the intended award amount, or $2,000, whichever is less.

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

END OF SECTION

SECTION 00500 - AGREEMENT

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

ARTICLE 1. WORK.

CONTRACTOR shall complete the WORK as specified or as indicated under the Bid Schedule of the OWNER's Bid Documents entitled **Contract No. DH20-032 Douglas Harbor Anode Installation**

The WORK generally consists of the supply and installation of pile anodes at Douglas Harbor. Some owner supplied anodes are included in the work, as well as modifications to the owner supplied anodes.

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

ARTICLE 2. CONTRACT COMPLETION TIME.

Work Description	**Completion Date**
Earliest Field Start	April 1, 2020
Substantial Completion	June 5, 2020
Final Completion	June 12, 2020

ARTICLE 3. DATE OF AGREEMENT

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

ARTICLE 4. LIQUIDATED DAMAGES.

OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 2 herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual damages suffered by the OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER **$940** for each Day that expires after the completion time specified in Article 2 herein. The amount of liquidated damages specified above is agreed to be a reasonable estimate based on all facts known as of the date of this Agreement.

ARTICLE 5. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in the amount set forth in the Bid Schedule. The CONTRACTOR agrees to accept as full and complete payment for all WORK to be done in this contract for: **Contract No. DH20-032 Douglas Harbor Anode Installation**, 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 Bid Documents.

ARTICLE 6. PAYMENT PROCEDURES.

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

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

ARTICLE 7. CONTRACT DOCUMENTS.

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

- Table of Contents (pages 00005-1, inclusive)
- Notice Inviting Bids (pages 00030-1 to 00030-3, inclusive).
- Instructions to Bidders (pages 00100-1 to 00100-9, inclusive).
- Bid (pages 00300-1 to 00300-2, inclusive).
- Bid Schedule (pages 00310-1, inclusive).
- Bid Bond (page 00320-1, inclusive) or Bid Security.
- Subcontractor Report (pages 00360-1 to 00360-2, inclusive).
- Performance Bond (pages 00610-1 to 00610-2, inclusive).
- Payment Bond (pages 00620-1 to 00620-2, inclusive).
- Insurance Certificate(s).
- General Conditions (pages 00700-1 to 00700-48, inclusive).
- Supplementary General Conditions (pages 00800-1 to 00800-6, inclusive).
- Alaska Labor Standards, Reporting, and Prevailing Wage Determination (page 00830-1).
- Technical Specifications as listed in the Table of Contents.
- Drawings consisting of 7 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.

ARTICLE 8. MISCELLANEOUS. (Cont'd.)

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

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

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

OWNER:	**CONTRACTOR:**
City and Borough of Juneau	_____ (Company Name)
_____ (Signature)	_____ (Signature)
By: Carl Uchytil, PE, Port Director (Printed Name)	By: _____ (Printed Name, Authority or Title)
Date: _____	CONTRACTOR Signature Date: _____
OWNER's address for giving notices:	CONTRACTOR's address for giving notices:
155 South Seward Street	_____
Juneau, Alaska 99801	_____
907-586-0292 907-586-0295 (Telephone) (Fax)	_____ (Telephone) (Fax)
	_____ (E-mail address)
	Contractor License No. _____

CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

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

_____a corporation existing under the laws of

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

> "RESOLVED, that _____, as _____ President of the Corporation, be and is hereby authorized to **execute the Agreement** with the CITY AND BOROUGH OF JUNEAU and this corporation and that the execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."
>
> I further certify that said resolution is now in full force and effect.
>
> IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the

corporation this _____ day of _____, 20____.

_____
Secretary

(SEAL)

CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

_____ a partnership existing under the laws of the State

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

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

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

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

_____
Secretary

(SEAL)

CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the

_____ a joint venture existing under the laws of the

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

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

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

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

_____
Secretary

(SEAL)

END OF SECTION

SECTION 00610 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we _____
(Name of Contractor)
_____ a _____
(Corporation, Partnership, Individual)

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

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

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

Douglas Harbor Anode Installation
Contract No. DH20-032

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.

Douglas Harbor Anode Intallation
Contract No. DH20-032

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

CONTRACTOR:

By:_____
(Signature)

_____
(Printed Name)

_____
(Company Name)

_____
(Street or P.0. Box)

_____
(City, State, Zip Code)

SURETY:

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

_____
(Printed Name)

_____
(Company Name)

_____
(Street or P.0. Box)

_____
(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

END OF SECTION

SECTION 00620 - PAYMENT BOND

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

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

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

for the penal sum of _____

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

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

Douglas Harbor Anode Installation
Contract No. DH20-032

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.

Douglas Harbor Anode Installation
Contract No. DH20-032

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

CONTRACTOR:

By:_____
(Signature)

_____
(Printed Name)

_____
(Company Name)

_____
(Street or P.0. Box)

_____
(City, State, Zip Code)

SURETY:

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

_____
(Printed Name)

_____
(Company Name)

_____
(Street or P.0. Box)

_____
(City, State, Zip Code)

(Affix SURETY'S SEAL)

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

END OF SECTION

SECTION 00700 - GENERAL CONDITIONS

TABLE OF CONTENTS
(Revised 03-2003)

ARTICLE 1 DEFINITIONS 00700-5

ARTICLE 2 PRELIMINARY MATTERS

2.1 Delivery of Bonds/Insurance Certificates 00700-9
2.2 Copies of Documents 00700-9
2.3 Commencement of Contract Time; Notice to Proceed 00700-9
2.4 Starting the WORK 00700-9
2.5 Pre-construction Conference 00700-9
2.6 Finalizing CONTRACTOR Submittals 00700-9

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent 00700-10
3.2 Order of Precedence of Contract Documents 00700-10
3.3 Amending and Supplementing Contract Documents 00700-11
3.4 Reuse of Documents 00700-11

ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands 00700-11
4.2 Physical Conditions - Subsurface and Existing Structures 00700-11
4.3 Differing Site Conditions 00700-12
4.4 Physical Conditions - Underground Utilities 00700-12
4.5 Reference Points 00700-13
4.6 Use of the CBJ/State Lemon Creek Gravel Pit 00700-13

ARTICLE 5 BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds 00700-14
5.2 Insurance 00700-15

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence 00700-17
6.2 Labor, Materials, and Equipment 00700-17
6.3 Adjusting Progress Schedule 00700-18
6.4 Substitutes or "Or Equal" Items 00700-19
6.5 Concerning Subcontractors, Suppliers and Others 00700-19
6.6 Permits 00700-19
6.7 Patent Fees and Royalties 00700-20
6.8 Laws and Regulations 00700-20

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES (Cont'd.)

6.9 Taxes 00700-20
6.10 Use of Premises 00700-20
6.11 Safety and Protection 00700-21
6.12 Shop Drawings and Samples 00700-22
6.13 Continuing the WORK 00700-22
6.14 Indemnification 00700-22
6.15 Contractor's Daily Reports 00700-23
6.16 Assignment of Contract 00700-23
6.17 Contractor's Responsibility for Utility Property and Services 00700-23
6.18 Operating Water System Valves 00700-24
6.19 CONTRACTOR's WORK Schedule Limitations 00700-24

ARTICLE 7 OTHER WORK

7.1 Related WORK at Site 00700-24
7.2 Coordination 00700-25

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 Communications 00700-25
8.2 Payments 00700-25
8.3 Lands, Easements, and Surveys 00700-25
8.4 Change Orders 00700-25
8.5 Inspections and Tests 00700-25
8.6 Suspension of WORK 00700-25
8.7 Termination of Agreement 00700-25

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

9.1 OWNER 's Representative 00700-25
9.2 Visits to Site 00700-25
9.3 Project Representation 00700-26
9.4 Clarifications and Interpretations 00700-28
9.5 Authorized Variations in WORK 00700-28
9.6 Rejecting Defective WORK 00700-28
9.7 CONTRACTOR Submittals, Change Orders, and Payments 00700-28
9.8 Decisions on Disputes 00700-28
9.9 Limitation on Engineer's Responsibilities 00700-29

SECTION 00700 - GENERAL CONDITIONS

ARTICLE 10 CHANGES IN THE WORK

10.1 General 00700-30
10.2 Allowable Quantity Variations 00700-30

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1 General 00700-31
11.2 Costs Relating to Weather 00700-31
11.3 Cost of WORK (Based on Time and Materials) 00700-32
11.4 CONTRACTOR's Fee 00700-34
11.5 Excluded Costs 00700-35

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 General 00700-36
12.2 Extensions of Time for Delay Due to Weather 00700-36

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

13.1 Warranty and Guarantee 00700-37
13.2 Access to WORK 00700-37
13.3 Tests and Inspections 00700-37
13.4 OWNER May Stop the WORK 00700-38
13.5 Correction or Removal of Defective WORK 00700-38
13.6 One Year Correction Period 00700-39
13.7 Acceptance of Defective WORK 00700-39

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedule of Values (Lump Sum Price Breakdown) 00700-39
14.2 Unit Price Bid Schedule 00700-39
14.3 Application for Progress Payment 00700-39
14.4 CONTRACTOR's Warranty of Title 00700-40
14.5 Review of Applications for Progress Payment 00700-40
14.6 Partial Utilization 00700-41
14.7 Substantial Completion 00700-41
14.8 Final Application for Payment 00700-41
14.9 Final Payment and Acceptance 00700-42
14.10 Release of Retainage and Other Deductions 00700-42
14.11 CONTRACTOR's Continuing Obligation 00700-42
14.12 Final Payment Terminates Liability of OWNER 00700-43

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

15.1 Suspension of WORK by OWNER 00700-43
15.2 Termination of Agreement by OWNER (CONTRACTOR Default) 00700-43
15.3 Termination of Agreement by OWNER (For Convenience) 00700-43
15.4 Termination of Agreement by CONTRACTOR 00700-44

ARTICLE 16 MISCELLANEOUS

16.1 Giving Notice 00700-44
16.2 Rights In and Use of Materials Found on the WORK 00700-44
16.3 Right to Audit 00700-45
16.4 Archaeological or Historical Discoveries 00700-45
16.5 Construction Over or Adjacent to Navigable Waters 00700-45
16.6 Gratuity and Conflict of Interest 00700-45
16.7 Suits of Law Concerning the WORK 00700-46
16.8 Certified Payrolls 00700-46
16.9 Prevailing Wage Rates 00700-46
16.10 Employment Reference 00700-47
16.11 Cost Reduction Incentive 00700-47

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Requirements - Division 1 of the Technical Specifications.

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

Holidays - The CBJ legal holidays occur on:

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

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

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

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

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

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

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

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

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

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

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

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

PCB's - Polychlorinated biphenyls.

PERMITTEE – See definition for CONTRACTOR.

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

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

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

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

Specifications - Same definition as "Technical Specifications" hereinafter.

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

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

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

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

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

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

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

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

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

ARTICLE 2 PRELIMINARY MATTERS

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

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

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED. The Contract Time will start to run on the commencement date stated in the Notice to Proceed.

2.4 STARTING THE WORK

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

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

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

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

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

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 INTENT

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

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

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

3.2 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 4 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

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

4.2 PHYSICAL CONDITIONS - SUBSURFACE AND EXISTING STRUCTURES

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

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

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

4.3 DIFFERING SITE CONDITIONS

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

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

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

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

4.4 PHYSICAL CONDITIONS - UNDERGROUND UTILITIES

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

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

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

4.5 REFERENCE POINTS

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

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

4.6 USE OF THE CBJ/STATE LEMON CREEK GRAVEL PIT

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

B. CONTRACTORs proposing to use gravel from the CBJ/State pit are required to be in good standing for all amounts owed to the CBJ, for previous gravel operations, prior to submitting a mining plan for approval. CONTRACTORs using the pit must comply with Allowable Use Permit USE 98-00047. Failure to meet these requirements, if so subject, shall be sufficient reason to deny use of the CBJ/State pit as a gravel source. To determine if your company is subject to these requirements, contact the CBJ Engineering Department, Gravel Pit Management, at (907) 586-0800.

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

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

D. If CONTRACTOR operations for a project do not exceed 500 tons of material, the CONTRACTOR will not be required to provide an Individual Mining Plan prepared by an engineer. However, the CONTRACTOR must submit an Individual Mining Plan that is in compliance with Allowable Use Permit USE 98-00047 for gravel extraction within the CBJ/State pit. The CONTRACTOR must contact the CBJ Engineering Department for conditions for the extraction.

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

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

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

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

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

ARTICLE 5 BONDS AND INSURANCE

5.1 PERFORMANCE, PAYMENT, AND OTHER BONDS

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

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

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

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

5.2 INSURANCE

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

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

C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, reduced in coverage, or renewal refused until at least 30 days' prior written

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

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

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

ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES

6.1 SUPERVISION AND SUPERINTENDENCE

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

B. The CONTRACTOR shall designate in writing and keep on the WORK site at all times during its progress a technically qualified, English-speaking superintendent, who is an employee of the CONTRACTOR and who shall not be replaced without written notice to the OWNER and the ENGINEER. The superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR. The CONTRACTOR shall issue all its communications to the OWNER through the ENGINEER and the ENGINEER only.

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

6.2 LABOR, MATERIALS, AND EQUIPMENT

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

B. Except as otherwise provided in this Paragraph, the CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of 8 hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes

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

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

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

E. All materials and equipment to be incorporated into the WORK shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of the OWNER. If required by the ENGINEER, the CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to assign to the ENGINEER, or any of the ENGINEER consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the WORK or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.9C and 9.9D.

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

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

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

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

6.5 CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS.

A. The CONTRACTOR shall be responsible to the OWNER and the ENGINEER for the acts and omissions of its Subcontractors and their employees to the same extent as CONTRACTOR is responsible for the acts and omissions of its own employees. Nothing contained in this Paragraph shall create any contractual relationship between any Subcontractor and the OWNER or the ENGINEER nor relieve the CONTRACTOR of any liability or obligation under the prime contract.

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

6.6 PERMITS

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

B. These Contract Documents may require that the WORK be performed within the conditions and/or requirements of local, state and/or federal permits. These permits may be bound within the Contract Documents, included within the Contract Documents by reference, or included as part of the WORK, as designated in this Section. The CONTRACTOR is responsible for completing the WORK required for compliance with all permit requirements; this WORK is incidental to other items in the Contract Documents. Any reference to the PERMITTEE in the permits shall mean the CONTRACTOR. If any permits were acquired by the OWNER, this action was done to expedite the start of construction. If the CONTRACTOR does not complete the WORK within the specified permit window, the CONTRACTOR shall be responsible for the permit extension, and for completing any additional requirements placed upon the permit.

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

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

6.8 LAWS AND REGULATIONS. The CONTRACTOR shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the WORK, the materials used in the WORK, or the conduct of the WORK. If any discrepancy or inconsistency should be discovered in this contract in relation to any such law, ordinance, code, order, or regulation, the CONTRACTOR shall report the same in writing to the ENGINEER. The CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the ENGINEER, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by CONTRACTOR or by its employees, Subcontractors, or third parties. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the CONTRACTOR to comply with all other provisions of federal, state, and local laws and regulations.
The OWNER may, per AS 36.30, audit the CONTRACTOR's or Subcontractor(s) records that are related to the cost or pricing data for this contract, all related Change Orders, and/or contract modifications.

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

6.10 USE OF PREMISES. The CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits, leases and easements. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the WORK. Should any claim be made against the OWNER or the ENGINEER by any such owner or occupant because of the performance of the WORK, the CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim through litigation. The CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend, and hold the OWNER and the ENGINEER harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers attorneys, and other professionals and court costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any such owner or occupant against the OWNER, the ENGINEER, their Consultants, Sub-consultants, and the officers,

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

6.11 SAFETY AND PROTECTION

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

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

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

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

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

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

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

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

6.12 SHOP DRAWINGS AND SAMPLES

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

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

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

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

6.14 INDEMNIFICATION

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

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

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

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

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

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

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

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

6.18 OPERATING WATER SYSTEM VALVES

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

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

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

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

ARTICLE 7 OTHER WORK

7.1 RELATED WORK AT SITE

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

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

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

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

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

ARTICLE 8 OWNER'S RESPONSIBILITIES

8.1 COMMUNICATIONS

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

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

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

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

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

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

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

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

ARTICLE 9 ENGINEER'S STATUS DURING CONSTRUCTION

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

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

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

A. Duties, Responsibilities and Limitations of Authority of Inspector

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

Duties and Responsibilities. The Inspector may:

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

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

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

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

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

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

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

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

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

9.7 CONTRACTOR SUBMITTALS, CHANGE ORDERS, AND PAYMENTS

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

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

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

9.8 DECISIONS ON DISPUTES

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

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

9.9 LIMITATION ON ENGINEER'S RESPONSIBILITIES

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

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

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

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

ARTICLE 10 CHANGES IN THE WORK

10.1 GENERAL

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

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

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

D. If the OWNER and the CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, the ENGINEER can direct the CONTRACTOR to proceed on the basis of Time and Materials so as to minimize the impact on and delays to WORK, and a claim may be made therefor as provided in Articles 11 and 12.

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

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

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

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

10.2 ALLOWABLE QUANTITY VARIATIONS

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

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

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

ARTICLE 11 CHANGE OF CONTRACT PRICE

11.1 GENERAL

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

B. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 7 days) after the start of the occurrence or the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 14 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by the ENGINEER in accordance with Paragraph 9.8A if the OWNER and the CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.1B.

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

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

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

11.3 COST OF WORK (BASED ON TIME AND MATERIALS)

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

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

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

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

D. Equipment. The CONTRACTOR will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the OWNER for the total period of use. If it is deemed

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

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

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

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

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

5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 11.4, herein.

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

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

G. Sureties. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the OWNER for review prior to the performance of any work hereunder.

11.4 CONTRACTOR'S FEE

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

Actual Overhead and Profit Allowance

Labor	15 percent
Materials	10 percent
Equipment	10 percent

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

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

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

A. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, estimators, attorneys' auditors, accountants, purchasing and contracting agents, expenditures, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the work, or not specifically covered by paragraph 11.3, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

B. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

C. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the WORK and charges against CONTRACTOR for delinquent payments.

D. Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by paragraph 11.4 above).

E. Costs due to the negligence of CONTRACTOR , any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of Defective WORK, disposal of materials or equipment wrongly supplied and making good any damage to property.

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

ARTICLE 12 CHANGE OF CONTRACT TIME

12.1 GENERAL

A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time (or Milestones) shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 days after such occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR's written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the ENGINEER in accordance with Paragraph 9.8 if the OWNER and the CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 12.1A. An increase in Contract Time does not mean that the Contractor is due an increase in Contract Price. Only compensable time extensions will result in an increase in Contract Price.

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

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

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

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

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

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

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

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

13.3 TESTS AND INSPECTIONS

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

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

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

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

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

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

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

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

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

13.6 ONE YEAR CORRECTION PERIOD

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

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

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

ARTICLE 14 PAYMENTS TO CONTRACTOR AND COMPLETION

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

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

14.3 APPLICATION FOR PROGRESS PAYMENT

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

B. The Application for Payment shall identify, as a sub-total, the amount of the CONTRACTOR'S Total Earnings to Date, plus the Value of Materials Stored at the Site which have not yet been incorporated in the WORK, and less a deductive adjustment for

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

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

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

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

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

14.5 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

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

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

14.6 PARTIAL UTILIZATION

A. The OWNER shall have the right to utilize or place into service any item of equipment or other usable portion of the WORK prior to completion of the WORK. Whenever the OWNER plans to exercise said right, the CONTRACTOR will be notified in writing by the OWNER, identifying the specific portion or portions of the WORK to be so utilized or otherwise placed into service.

B. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

C. The CONTRACTOR shall retain full responsibility for satisfactory completion of the WORK, regardless of whether a portion thereof has been partially utilized by the OWNER and the CONTRACTOR's one year correction period shall commence only after the date of Substantial Completion for the WORK.

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

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

14.9 FINAL PAYMENT AND ACCEPTANCE

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

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

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

14.10 RELEASE OF RETAINAGE AND OTHER DEDUCTIONS

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

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

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

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

ARTICLE 15 SUSPENSION OF WORK AND TERMINATION

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

15.2 TERMINATION OF AGREEMENT BY OWNER (CONTRACTOR DEFAULT)

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

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

15.3 TERMINATION OF AGREEMENT BY OWNER (FOR CONVENIENCE). The OWNER may terminate the Agreement at any time if it is found that reasons beyond the control of either the OWNER or CONTRACTOR make it impossible or against the OWNER's interests to complete the WORK. In such a case, the CONTRACTOR shall have no claims against the OWNER except: (1) for

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

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

ARTICLE 16 MISCELLANEOUS

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

16.2 RIGHTS IN AND USE OF MATERIALS FOUND ON THE WORK

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

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

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

D. In the event the CONTRACTOR has processed materials from OWNER-furnished sources in excess of the quantities required for performance of this contract, including any waste material produced as a by-product, the CBJ may retain possession of such materials without obligation to reimburse the CONTRACTOR for the cost of their production. When such

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

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

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

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

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

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

16.7 SUITS OF LAW CONCERNING THE WORK

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

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

16.8 CERTIFIED PAYROLLS

A. All CONTRACTORs or Subcontractor who perform work on a public construction contract for the OWNER shall file a certified payroll with the Alaska Department of Labor before Friday of each week that covers the preceding week (Section 14-2-4 ACLA 1949; am Section 4 ch 142 SLA 1972).

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

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

16.9 PREVAILING WAGE RATES

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

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

C. Listing Contractor's Who Violate Contracts, AS 36.05.090. In addition, a list giving the names of persons who have disregarded the rights of their employees shall be distributed to all departments of State government and all political subdivisions. No person appearing on this

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

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

16.11 COST REDUCTION INCENTIVE

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

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

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

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

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

E. The CONTRACTOR shall continue to perform the work in accordance with the requirements of the contract until an executed Change Order incorporating the cost reduction proposal has

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

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

G. If the CONTRACTOR's cost reduction proposal is accepted in whole or in part, such acceptance will be made by a contract Change Order, which specifically states that the change is executed pursuant to this cost reduction proposal section. Such Change Order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect and shall include any conditions upon which the OWNER's approval is based, if such approval is conditional. The Change Order shall also describe the estimated net savings in the cost of performing the work attributable to the cost reduction proposal, and shall further provide that the contract cost be adjusted by crediting the OWNER with the estimated net savings amount.

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

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

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

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

END OF SECTION

SECTION 00800 - SUPPLEMENTARY GENERAL CONDITIONS

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

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

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

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

The OWNER shall furnish to the CONTRACTOR two (2) hard copies of the Contract Documents which will include bound reduced Drawings and one (1) electronic copy (pdf format) on a CD-ROM. Additional copies of contract documents are the responsibility of the contractor.

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

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

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

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

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

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

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

The CBJ/State Stabler's Point Rock Quarry is not available for this Project.

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

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

Delete paragraph C and ***Replace*** with the following paragraph C:

C. The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. 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" under the policies.**

The CONTRACTOR shall purchase and maintain the following insurance:

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

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

The CONTRACTOR shall provide Workers' Compensation coverage which shall include coverage under the Longshore and Harbor Workers' Compensation Act, the Jones Act, and any other coverage required under Federal or State laws pertaining to workers in or on navigable waters.

3. Employers Liability

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

a. CONTRACTOR agrees to waive all rights of subrogation against the OWNER for WORK performed under contract.
b. If CONTRACTOR directly utilizes labor outside of the State of Alaska in the prosecution of the WORK, "Other States" endorsement shall be required as a condition of the contract.

B. Commercial General Liability, ***with NO "Marine Exclusions"***: (under Paragraph 5.2C.2 of the General Conditions):

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

NOTE: If CGL policy includes "Marine Exclusions," CONTRACTOR shall carry a separate Marine General Liability policy with the limits above.

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

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

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

D. BUILDERS RISK is not required for this project.

E. Marine Protection and Indemnity $1,000,000 per Accident or Occurrence including coverage for all crew members. Divers must have appropriate certifications.

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

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

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

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

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

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

SGC 6.6 PERMITS, ***Add*** the following paragraph:

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

SGC 14.3 APPLICATION FOR PROGRESS PAYMENT. Paragraph D.

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

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

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

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

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

Add the following SGC 17**:**

SGC 17 GENERAL INFORMATION. This Project is currently funded by the City and Borough of Juneau, Alaska Sales Tax, Marine Passenger Fees and Grants.

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Labor and Workforce Development

Division of Employment and Training Services
Employment Security Tax

P.O. Box 115509
Juneau, AK 99811-5509
Relay Alaska (in state): (800) 770-8973 or 7.1.1
Relay Alaska (out of state): (800) 770-8255
Toll free: (888) 448-2937
Phone: (907) 465-2787
Fax: (907) 465-2374

Tax Clearance Request Form for Contractors

Date of request: _____

Business name of the contractor a Tax Clearance is being requested for: _____

_____

Business address: _____

Business contact phone number: _____

Federal Identification Number: _____

Alaska Employer Account Number: _____

Specific time period a tax clearance is being requested for *(i.e. beginning and ending date of a subcontract agreement)*:

_____

Subcontract project name: _____

_____

Name and address of the person this Tax Clearance is to be returned to: _____

_____

Comments or additional information: _____

_____

For agency use only:

☐ Tax Clearance is granted

☐ Tax Clearance is not granted *(please have employer contact the department)*

☐ No account on file, liability unknown *(please have employer contact the department)*

☐ Employer has stated no employees, Tax Clearance not required.

Agency representative signature: _____ Date: _____

Agency representative title: _____

We are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. labor.alaska.gov/estax

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

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

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

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

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

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

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

Contact Information:

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

and

Erich Schaal, Port Engineer
City and Borough of Juneau
Docks and Harbors
155 S. Seward Street
Juneau, AK 99801
(907) 586-0292
Erich.Schaal@juneau.org

SECTION 00830

APPENDIX A

Laborers' & Mechanics'
Minimum Rates of Pay

Pamphlet 600

Effective September 1, 2019

Laborers' & Mechanics' Minimum Rates of Pay

Effective September 1, 2019
Issue 39



What safety concerns can you identify in this photo?

See inside for more information

Title 36. Public Contracts
AS 36.05 & AS 36.10
Wage & Hour Administration
Pamphlet No. 600

ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT

Safety note: When watching a welding job, remember to stay out of the direct line of arc from the welder.

THE STATE of ALASKA
GOVERNOR MICHAEL J. DUNLEAVY

Department of Labor and Workforce Development

Office of the Commissioner

Post Office Box 111149
Juneau, Alaska 99811
Main: 907.465.2700
fax: 907.465-2784

September 1, 2019

TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage and resident hire requirements.

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded for the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change in a subsequent determination, please be sure you are using the appropriate rates. The rates published in this edition become effective September 1, 2019.

The prevailing wage rates contained in this pamphlet are applicable to public construction projects with a final bid date of September 11, 2019, or later. As the law now provides, these rates will remain stable during the life of a contract or for 24 calendar months, whichever is shorter. **The 24-month period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet go to: http://labor.state.ak.us/lss/pamp600.htm

For questions regarding prevailing wage or employment preference requirements, please contact the nearest Wage and Hour office. These offices are listed on Page xi.

Sincerely,

Dr. Tamika L. Ledbetter
Commissioner

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Table of Contents

Excerpts from Alaska Law

Sec. 36.05.005. Applicability.... ….iv
Sec. 36.05.010. Wage rates on public construction. iv
Sec. 36.05.040. Filing schedule of employees, wages paid and other information iv
Sec. 36.05.045. Notice of work and completion; withholding of payment iv
Sec. 36.05.060. Penalty for violation of this chapter v
Sec. 36.05.070. Wage rates in specifications and contracts for public works v
Sec. 36.05.080. Failure to pay agreed wages v
Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts v
Sec. 36.05.900. Definition.. vi

Excerpts from Alaska Administrative Code

8 AAC 30.051. Purpose vi
8 AAC 30.052. Board and lodging; remote sites vi
8 AAC 30.054. Per diem instead of board and lodging vi
8 AAC 30.056. Alternative arrangement.... vii
8 AAC 30.900. General definitions (selected excerpts).... vii

Additional Information

Per Diem vii
Laborer Classification Clarification.... viii
Apprentice Rates.... ix
Fringe Benefit Plans.... ix
Special Prevailing Wage Rate Determination.... ix
Alaska Employment Preference Information....x
Labor Standards and Safety Notice Requests xi
Debarment List xi

Wage Rates .... Pages 1-26

Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

Sec. 36.05.005. Applicability.
This chapter applies only to a public construction contract that exceeds $25,000.

Sec. 36.05.010. Wage rates on public construction.
A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.
All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

Sec. 36.05.045. Notice of work and completion; withholding of payment.

(a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed $5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.

(b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.

(c) A contracting agency

(1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that

(A) the primary contractor has complied with (a) and (b) of this section;

(B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and

(C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

(2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.

(d) The notice and filing fee required under (a) of this section may be filed after work has begun if
   (1) The public construction contract is for work undertaken in immediate response to an emergency; and
   (2) The notice and fees are filed not later than 14 days after the work has begun.

(e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

Sec. 36.05.060. Penalty for violation of this chapter.

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than $100 nor more than $1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

Sec. 36.05.070. Wage rates in specifications and contracts for public works.

(a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.

(b) Repealed by §17 ch 142 SLA 1972.

(c) A public construction contract under (a) of this section must contain provisions that
   (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
   (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
   (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
   (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
      (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
      (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that 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 of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.

(a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.

(b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation, partnership, or association in which the person has an interest may not 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. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

Sec. 36.05.900. Definition.
In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

EXCERPTS FROM ALASKA ADMINISTRATIVE CODE

*****Notice:** Regulations relating to board and lodging and per diem went into effect on November 25, 2018. The new regulations are excerpted here*******

8 AAC 30.051. Purpose. The purpose of 8 AAC 30.052 – 8 AAC 30.056 is to ensure that wages paid to laborers, mechanics, and field surveyors do not fall below the prevailing rate of pay.

8 AAC 30.052. Board and lodging; remote sites. (a) A contractor on a public construction project located 65 or more road miles from the international airport closest to the project area in either Fairbanks, Juneau, or Anchorage, or that is inaccessible by road in a two-wheel drive vehicle, shall provide adequate board and lodging to each laborer, mechanic, or field surveyor while the person is employed on the project. If commercial lodging facilities are not available, the contractor shall provide temporary lodging facilities. Lodging facilities must comply with all applicable state and federal laws. For a highway project, the location of the project is measured from the midpoint of the project.

(b) A contractor is not required to provide board and lodging:

(1) to a laborer, mechanic, or field surveyor who is a domiciled resident of the project area; or

(2) on a laborer, mechanic, or field surveyor's scheduled days off, when the person can reasonably travel between the project and the person's permanent residence; for the purposes of this paragraph, "scheduled day off" means a day in which a person does not perform work on-site, is not required to remain at or near the job location for the benefit of the contractor, and is informed of the day off at least seven days before the day off.

(c) Upon a contractor's written request, the commissioner may waive the requirements of (a) of this section where:

(1) the project is inaccessible by road in a two-wheel drive vehicle, but the laborer, mechanic, or field surveyor can reasonably travel between the project and the person's permanent residence within one hour; or

(2) a laborer, mechanic, or field surveyor is not a domiciled resident of the project area, but has established permanent residence, with the intent to remain indefinitely, within 65 road miles of the project, or for a highway project, the mid-point of the project.

8 AAC 30.054. Per diem instead of board and lodging. (a) A contractor may pay a laborer, mechanic, or field surveyor per diem instead of providing board and lodging, when the following conditions are met:

(1) the department determines that per diem instead of board and lodging is an established practice for the work classification; the department shall publish and periodically revise its determinations in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*;

(2) the contractor pays each laborer, mechanic, or field surveyor the appropriate per diem rate as published and periodically revised in the pamphlet *Laborers' and Mechanics' Minimum Rates of Pay*; and

(3) the contractor pays the per diem to each laborer, mechanic, or field surveyor on the same day that wages are paid.

(b) A contractor may not pay per diem instead of board and lodging on a highway project located

(1) west of Livengood on the Elliot Highway, AK-2;

(2) on the Dalton Highway, AK-11;

(3) north of milepost 20 on the Taylor Highway, AK-5;

(4) east of Chicken on the Top of the World Highway; or

(5) south of Tetlin Junction to the Alaska-Canada border on the Alaska Highway, AK-2.

8 AAC 30.056. Alternative arrangement. Upon a contractor's written request, the commissioner may approve an alternative board and lodging or per diem arrangement, provided

(1) the arrangement does not reduce the laborer, mechanic, or field surveyor's wages below the prevailing wage rate; and

(2) the laborer, mechanic, or field surveyor voluntarily enters into and signs the written arrangement; a labor organization representing laborers, mechanics, or field surveyors may enter into the written agreement on their behalf.

8 AAC 30.900. General definitions (selected excerpts only):

In this chapter and in AS 36

(22) "domiciled resident" means a person living within 65 road miles of a public construction project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the public construction project;

(23) "employed on the project" means the time period from the date the laborer, mechanic, or field surveyor first reports on-site to the project through the final date the person reports on-site to the project.

ADDITIONAL INFORMATION

PER DIEM

Notice: New regulations relating to board and lodging and per diem went into effect on November 25, 2018. The regulations provide a comprehensive set of requirements for the provision of board and lodging or per diem for workers on remote projects. Please refer to Alaska Administrative Code 8 AAC Chapter 30 and read the chapter carefully.

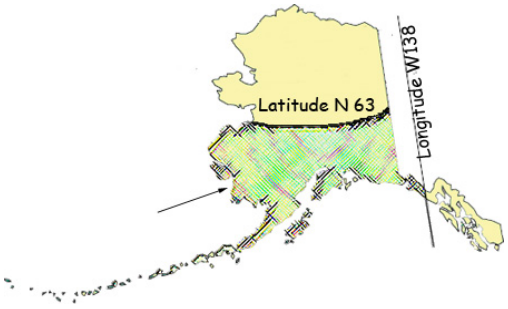
The Alaska Department of Labor and Workforce Development has determined that per diem is an established work practice for certain work classifications. These classifications are indicated throughout the Pamphlet by an asterisk (*) under the classification title. If all of the conditions of 8 AAC 30.054 are met, an employer may pay workers in these classifications per diem instead of providing board and lodging on a remote project.

Per Diem Rate: As of May 1st, 2019, the minimum per diem rate is $100.00 per day, or part thereof, the worker is employed on the project. In the event that a contractor provides lodging facilities, but no meals, the department will accept a payment of $48 per day for meals to meet the per diem requirements.

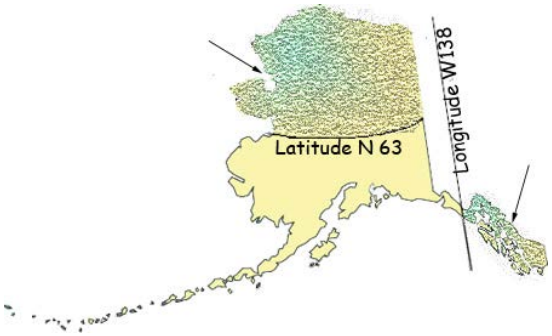
LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:

S1201-
S1206



N1201-
N1206



APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship Training. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

(1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
(2) a brief narrative explaining why special wage rates are necessary;
(3) the job class or classes involved;
(4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
(5) the approximate number of employees who would be affected; and
(6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149
-or-
Email: statewide.wagehour@alaska.gov

DEPARTMENT OF LABOR and WORKFORCE DEVELOPMENT

ALASKA EMPLOYMENT PREFERENCE INFORMATION

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers & Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2019, and remains in effect through June 30, 2021. This determination will be applied to projects with a bid submission deadline on or after July 1, 2019 and to projects previously covered by the 2017 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction (.90 X 4 = 3.6 - .6 = 3). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

Alaska Department of Labor and Workforce Development
Labor Standards and Safety Division
Wage and Hour Administration
Web site: http://labor.state.ak.us/lss/pamp600.htm

Anchorage	Juneau	Fairbanks
1251 Muldoon Road, Suite 113 Anchorage, Alaska 99504-2098 Phone: (907) 269-4900 Email: statewide.wagehour@alaska.gov	PO Box 111149 Juneau, Alaska 99811 Phone: (907) 465-4842 Email: statewide.wagehour@alaska.gov	Regional State Office Building 675 7th Ave., Station J-1 Fairbanks, Alaska 99701-4593 Phone: (907) 451-2886 Email: statewide.wagehour@alaska.gov

LABOR STANDARDS AND SAFETY NOTICE REQUESTS

If you would like to receive Wage and Hour Administration or Mechanical Inspection **regulation notices** or **publications information**, they are available via electronic mail, by signing up in the GovDelivery System, https://public.govdelivery.com/accounts/AKDOL/subscriber/new and selecting topics *LSS – Wage and Hour – Forms and Publications*, *LSS – Mechanical Inspection Regulations*, or *LSS – Wage and Hour Regulations*.

Publications are also available online at http://labor.alaska.gov/lss/home.htm

DEBARMENT LIST

AS 36.05.090(b) states that "the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees."

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name	Debarment Expires
Tim Banach, Individual	February 23, 2021
Boulder Creek Electric	February 23, 2021

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Boilermakers								
	*See per diem note on last page							
						VAC	**SAF**	
A0101	Boilermaker (journeyman)	46.13	8.57	16.42	1.65	3.50	0.34	76.61
Bricklayers & Blocklayers								
	*See per diem note on last page							
						L&M		
A0201	Blocklayer	42.13	9.83	8.50	0.55	0.15	0.87	62.03
	Bricklayer Marble or Stone Mason Refractory Worker (Firebrick, Plastic, Castable, and Gunite Refractory Applications) Terrazzo Worker Tile Setter							
						L&M		
A0202	Tuck Pointer Caulker	42.13	9.83	8.50	0.55	0.15	0.87	62.03
	Cleaner (PCC)							
						L&M		
A0203	Marble & Tile Finisher	35.96	9.83	8.50	0.55	0.15	0.87	55.86
	Terrazzo Finisher							
						L&M		
A0204	Torginal Applicator	40.10	9.83	8.50	0.55	0.15	0.87	60.00
Carpenters, Region I (North of 63 latitude)								
	*See per diem note on last page							
						L&M	**SAF**	
N0301	Carpenter (journeyman)	38.34	10.08	15.23	1.10	0.10	0.10	64.95
	Lather/Drywall/Acoustical							
Carpenters, Region II (South of N63 latitude)								
	*See per diem note on last page							
						L&M	**SAF**	
S0301	Carpenter (journeyman)	38.34	10.08	15.77	1.10	0.10	0.10	65.49
	Lather/Drywall/Acoustical							
Cement Masons, Region I (North of N63 latitude)								
	*See per diem note on last page							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Cement Masons, Region I (North of N63 latitude)							
	*See per diem note on last page						
						L&M	
N0401	Group I, including:	38.13	8.70	11.80	1.18	0.10	59.91
	Application of Sealing Compound						
	Application of Underlayment						
	Building, General						
	Cement Mason (journeyman)						
	Concrete						
	Concrete Paving						
	Curb & Gutter, Sidewalk						
	Curing of All Concrete						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Spackling/Skim Coating						
						L&M	
N0402	Group II, including:	38.13	8.70	11.80	1.18	0.10	59.91
	Form Setter						
						L&M	
N0403	Group III, including:	38.13	8.70	11.80	1.18	0.10	59.91
	Concrete Saw (self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator						
						L&M	
N0404	Group IV, including:	38.13	8.70	11.80	1.18	0.10	59.91
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Gunite Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
						L&M	
N0405	Group V, including:	38.13	8.70	11.80	1.18	0.10	59.91
	Plasterer						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Cement Masons, Region II (South of N63 latitude)							
	*See per diem note on last page						
						L&M	
S0401	Group I, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Application of Sealing Compound						
	Application of Underlayment						
	Building, General						
	Cement Mason (journeyman)						
	Concrete						
	Concrete Paving						
	Curb & Gutter, Sidewalk						
	Curing of All Concrete						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Spackling/Skim Coating						
						L&M	
S0402	Group II, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Form Setter						
						L&M	
S0403	Group III, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Concrete Saw (self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator						
						L&M	
S0404	Group IV, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Gunite Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
						L&M	
S0405	Group V, including:	37.88	8.70	11.80	1.18	0.10	59.66
	Plasterer						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Culinary Workers								
						LEG		
A0501	Baker/Cook	28.37	7.40	6.97		0.07		42.81
						LEG		
A0503	General Helper	25.05	7.40	6.97		0.07		39.49
	Housekeeper Janitor Kitchen Helper							
						LEG		
A0504	Head Cook	28.97	7.40	6.97		0.07		43.41
						LEG		
A0505	Head Housekeeper	25.45	7.40	6.97		0.07		39.89
	Head Kitchen Help							
Dredgemen *See per diem note on last page								
						L&M		
A0601	Assistant Engineer	39.76	10.00	12.50	1.00	0.10	0.05	63.41
	Craneman Electrical Generator Operator (primary pump/power barge/dredge) Engineer Welder							
						L&M		
A0602	Assistant Mate (deckhand)	38.60	10.00	12.50	1.00	0.10	0.05	62.25
						L&M		
A0603	Fireman	39.04	10.00	12.50	1.00	0.10	0.05	62.69
						L&M		
A0605	Leverman Clamshell	42.29	10.00	12.50	1.00	0.10	0.05	65.94
						L&M		
A0606	Leverman Hydraulic	40.53	10.00	12.50	1.00	0.10	0.05	64.18
						L&M		
A0607	Mate & Boatman	39.76	10.00	12.50	1.00	0.10	0.05	63.41
						L&M		
A0608	Oiler (dredge)	39.04	10.00	12.50	1.00	0.10	0.05	62.69
Electricians *See per diem note on last page								
						L&M	**LEG**	
A0701	Inside Cable Splicer	40.03	13.64	13.84	0.95	0.20	0.15	68.81

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Electricians								
	*See per diem note on last page							
						L&M	**LEG**	
A0702	Inside Journeyman Wireman, including:	39.70	13.64	14.08	0.95	0.20	0.15	68.72
	Technicians (including use of drones in electrical construction)							
						L&M	**LEG**	
A0703	Power Cable Splicer	56.05	13.64	18.87	0.95	0.20	0.15	89.86
						L&M	**LEG**	
A0704	Tele Com Cable Splicer	49.28	13.64	16.13	0.95	0.20	0.15	80.35
						L&M	**LEG**	
A0705	Power Journeyman Lineman, including:	54.30	13.64	18.82	0.95	0.20	0.15	88.06
	Power Equipment Operator Technician (including use of drones in electrical construction)							
						L&M	**LEG**	
A0706	Tele Com Journeyman Lineman, including:	47.53	13.64	16.08	0.95	0.20	0.15	78.55
	Technician (including use of drones in telecommunications construction) Tele Com Equipment Operator							
						L&M	**LEG**	
A0707	Straight Line Installer - Repairman	47.53	13.64	16.08	0.95	0.20	0.15	78.55
						L&M	**LEG**	
A0708	Powderman	52.30	13.64	18.76	0.95	0.20	0.15	86.00
						L&M	**LEG**	
A0710	Material Handler	26.57	13.07	4.80	0.15	0.15	0.15	44.89
						L&M	**LEG**	
A0712	Tree Trimmer Groundman	27.54	13.64	12.23	0.15	0.15	0.15	53.86
						L&M	**LEG**	
A0713	Journeyman Tree Trimmer	36.21	13.64	12.49	0.15	0.15	0.15	62.79
						L&M	**LEG**	
A0714	Vegetation Control Sprayer	39.66	13.64	12.59	0.15	0.15	0.15	66.34
						L&M	**LEG**	
A0715	Inside Journeyman Communications CO/PBX	38.28	13.64	13.79	0.95	0.20	0.15	67.01
Elevator Workers								
	*See per diem note on last page							
						L&M	**VAC**	
A0802	Elevator Constructor	40.06	15.58	17.51	0.62	0.42	4.44	78.63
						L&M	**VAC**	
A0803	Elevator Constructor Mechanic	57.23	15.58	17.51	0.62	0.42	6.35	97.71

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Heat & Frost Insulators/Asbestos Workers								
	*See per diem note on last page							
						SAF		
A0902	Asbestos Abatement-Mechanical Systems	38.68	9.24	11.01	1.20	0.12		60.25
						SAF		
A0903	Asbestos Abatement/General Demolition All Systems	38.68	9.24	11.01	1.20	0.12		60.25
						SAF		
A0904	Insulator, Group II	38.68	9.24	11.01	1.20	0.12		60.25
						SAF		
A0905	Fire Stop	38.68	9.24	11.01	1.20	0.12		60.25
IronWorkers								
	*See per diem note on last page							
						L&M	**IAF**	
A1101	Ironworkers, including:	38.75	9.03	22.88	0.72	0.20	0.36	71.94
	Bender Operators Bridge & Structural Machinery Mover Ornamental Reinforcing Rigger Sheeter Signalman Stage Rigger Toxic Haz-Mat Work Welder							
						L&M	**IAF**	
A1102	Helicopter	39.75	9.03	22.88	0.72	0.20	0.36	72.94
	Tower (energy producing windmill type towers to include nacelle and blades)							
						L&M	**IAF**	
A1103	Fence/Barrier Installer	35.25	9.03	22.53	0.72	0.20	0.36	68.09
	Guard Rail Installer							
						L&M	**IAF**	
A1104	Guard Rail Layout Man	35.99	9.03	22.53	0.72	0.20	0.36	68.83
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)								
	*See per diem note on last page							
						L&M	**LEG**	
N1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42
	Asphalt Worker (shovelman, plant crew)							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

*See per diem note on last page

N1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42

Brush Cutter
Camp Maintenance Laborer
Carpenter Tender or Helper
Choke Setter, Hook Tender, Rigger, Signalman
Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding)
Crusher Plant Laborer
Demolition Laborer
Ditch Digger
Dumpman
Environmental Laborer (hazard/toxic waste, oil spill)
Fence Installer
Fire Watch Laborer
Flagman
Form Stripper
General Laborer
Guardrail Laborer, Bridge Rail Installer
Hydro-seeder Nozzleman
Laborer, Building
Landscaper or Planter
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)
Material Handler
Pneumatic or Power Tools
Portable or Chemical Toilet Serviceman
Pump Man or Mixer Man
Railroad Track Laborer
Sandblast, Pot Tender
Saw Tender
Slurry Work
Steam Cleaner Operator
Steam Point or Water Jet Operator
Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
Tank Cleaning
Utiliwalk & Utilidor Laborer
Watchman (construction projects)
Window Cleaner

N1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42

Burning & Cutting Torch

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)								
	*See per diem note on last page							
N1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							
	Environmental Laborer (asbestos, marine work)							
	Floor Preparation, Core Drilling							
	Foam Gun or Foam Machine Operator							
	Green Cutter (dam work)							
	Gunite Operator							
	Hod Carrier							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)							
	Mason Tender & Mud Mixer (sewer work)							
	Pilot Car							
	Pipelayer Helper							
	Plasterer, Bricklayer & Cement Finisher Tender							
	Powderman Helper							
	Power Saw Operator							
	Railroad Switch Layout Laborer							
	Sandblaster							
	Scaffold Building & Erecting							
	Sewer Caulker							
	Sewer Plant Maintenance Man							
	Thermal Plastic Applicator							
	Timber Faller, Chainsaw Operator, Filer							
	Timberman							
						L&M	LEG	
N1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32
	Bit Grinder							
	Camera/Tool/Video Operator							
	Guardrail Machine Operator							
	High Rigger & Tree Topper							
	High Scaler							
	Multiplate							

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
Laborers (The Alaska areas north of N63 latitude and east of W138 longitude) *See per diem note on last page								
N1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32
	Plastic Welding Slurry Seal Squeegee Man Traffic Control Supervisor Welding Certified (in connection with laborer's work)							
						L&M	LEG	
N1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60
	Asphalt Raker, Asphalt Belly Dump Lay Down Drill Doctor (in the field) Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills) Pioneer Drilling & Drilling Off Tugger (all type drills) Pipelayers Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified							
						L&M	LEG	
N1205	Group IV	20.28	8.70	17.31	1.30	0.20	0.20	47.99
	Final Building Cleanup Permanent Yard Worker							
						L&M	LEG	
N1206	Group IIIB	39.68	5.99	17.31	1.30	0.20	0.20	64.68
	Federal Powderman (Responsible Person in Charge) Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones) Stake Hopper							
Laborers (The area that is south of N63 latitude and west of W138 longitude) *See per diem note on last page								
						L&M	LEG	
S1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42
	Asphalt Worker (shovelman, plant crew) Brush Cutter Camp Maintenance Laborer Carpenter Tender or Helper Choke Setter, Hook Tender, Rigger, Signalman Concrete Labor (curb & gutter, chute handler, curing, grouting, screeding) Crusher Plant Laborer Demolition Laborer Ditch Digger							

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	
Laborers (The area that is south of N63 latitude and west of W138 longitude) *See per diem note on last page								
S1201	Group I, including:	30.71	8.70	17.31	1.30	0.20	0.20	58.42
	Dumpman							
	Environmental Laborer (hazard/toxic waste, oil spill)							
	Fence Installer							
	Fire Watch Laborer							
	Flagman							
	Form Stripper							
	General Laborer							
	Guardrail Laborer, Bridge Rail Installer							
	Hydro-seeder Nozzleman							
	Laborer, Building							
	Landscaper or Planter							
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)							
	Material Handler							
	Pneumatic or Power Tools							
	Portable or Chemical Toilet Serviceman							
	Pump Man or Mixer Man							
	Railroad Track Laborer							
	Sandblast, Pot Tender							
	Saw Tender							
	Slurry Work							
	Steam Cleaner Operator							
	Steam Point or Water Jet Operator							
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)							
	Tank Cleaning							
	Utiliwalk & Utilidor Laborer							
	Watchman (construction projects)							
	Window Cleaner							
						L&M	LEG	
S1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42
	Burning & Cutting Torch							
	Cement or Lime Dumper or Handler (sack or bulk)							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Choker Splicer							
	Chucktender (wagon, air-track & hydraulic drills)							
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)							
	Culvert Pipe Laborer							
	Cured Inplace Pipelayer							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	

Laborers (The area that is south of N63 latitude and west of W138 longitude)

*See per diem note on last page

						L&M	LEG	
S1202	Group II, including:	31.71	8.70	17.31	1.30	0.20	0.20	59.42

Environmental Laborer (asbestos, marine work)
Floor Preparation, Core Drilling
Foam Gun or Foam Machine Operator
Green Cutter (dam work)
Gunite Operator
Hod Carrier
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
Mason Tender & Mud Mixer (sewer work)
Pilot Car
Pipelayer Helper
Plasterer, Bricklayer & Cement Finisher Tender
Powderman Helper
Power Saw Operator
Railroad Switch Layout Laborer
Sandblaster
Scaffold Building & Erecting
Sewer Caulker
Sewer Plant Maintenance Man
Thermal Plastic Applicator
Timber Faller, Chainsaw Operator, Filer
Timberman

						L&M	LEG	
S1203	Group III, including:	32.61	8.70	17.31	1.30	0.20	0.20	60.32

Bit Grinder
Camera/Tool/Video Operator
Guardrail Machine Operator
High Rigger & Tree Topper
High Scaler
Multiplate
Plastic Welding
Slurry Seal Squeegee Man
Traffic Control Supervisor
Welding Certified (in connection with laborer's work)

						L&M	LEG	
S1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Laborers (The area that is south of N63 latitude and west of W138 longitude) *See per diem note on last page								
						L&M	**LEG**	
S1204	Group IIIA	35.89	8.70	17.31	1.30	0.20	0.20	63.60
	Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills) Pioneer Drilling & Drilling Off Tugger (all type drills) Pipelayers Powderman (Employee Possessor) Storm Water Pollution Protection Plan Specialist (SWPPP Specialist) Traffic Control Supervisor, DOT Qualified							
						L&M	**LEG**	
S1205	Group IV	20.28	8.70	17.31	1.30	0.20	0.20	47.99
	Final Building Cleanup Permanent Yard Worker							
						L&M	**LEG**	
S1206	Group IIIB	39.68	5.99	17.31	1.30	0.20	0.20	64.68
	Federal Powderman (Responsible Person in Charge) Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones) Stake Hopper							
Millwrights *See per diem note on last page								
						L&M		
A1251	Millwright (journeyman)	37.64	10.08	12.28	1.10	0.40	0.05	61.55
						L&M		
A1252	Millwright Welder	38.64	10.08	12.28	1.10	0.40	0.05	62.55
Painters, Region I (North of N63 latitude) *See per diem note on last page								
						L&M		
N1301	Group I, including:	32.29	8.21	12.70	1.08	0.07		54.35
	Brush General Painter Hand Taping Hazardous Material Handler Lead-Based Paint Abatement Roll							
						L&M		
N1302	Group II, including:	32.81	8.21	12.70	1.08	0.07		54.87
	Bridge Painter							

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Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Painters, Region I (North of N63 latitude) *See per diem note on last page							
						L&M	
N1302	Group II, including:	32.81	8.21	12.70	1.08	0.07	54.87
	Epoxy Applicator General Drywall Finisher Hand/Spray Texturing Industrial Coatings Specialist Machine/Automatic Taping Pot Tender Sandblasting Specialty Painter Spray Structural Steel Painter Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	39.78	8.21	15.23	1.05	0.05	64.32
	Glazier Storefront/Automatic Door Mechanic						
N1305	Group V, including:	29.13	8.21	5.02	0.83	0.07	43.26
	Carpet Installer Floor Coverer Heat Weld/Cove Base Linoleum/Soft Tile Installer						
Painters, Region II (South of N63 latitude) *See per diem note on last page							
						L&M	
S1301	Group I, including :	30.13	8.21	12.85	1.08	0.07	52.34
	Brush General Painter Hand Taping Hazardous Material Handler Lead-Based Paint Abatement Roll Spray						
						L&M	
S1302	Group II, including :	31.38	8.21	12.85	1.08	0.07	53.59
	General Drywall Finisher Hand/Spray Texturing Machine/Automatic Taping Wallpaper/Vinyl Hanger						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Painters, Region II (South of N63 latitude)								
	*See per diem note on last page							
						L&M		
S1303	Group III, including :	31.48	8.21	12.85	1.08	0.07		53.69
	Bridge Painter							
	Epoxy Applicator							
	Industrial Coatings Specialist							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Structural Steel Painter							
						L&M		
S1304	Group IV, including:	39.99	8.21	14.27	1.08	0.07		63.62
	Glazier							
	Storefront/Automatic Door Mechanic							
						L&M		
S1305	Group V, including:	29.13	8.21	5.02	0.83	0.07		43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							
Piledrivers								
	*See per diem note on last page							
						L&M	**IAF**	
A1401	Piledriver	38.34	10.08	15.23	1.10	0.10	0.10	64.95
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							
						L&M	**IAF**	
A1402	Piledriver-Welder/Toxic Worker	39.34	10.08	15.23	1.10	0.10	0.10	65.95
						L&M	**IAF**	
A1403	Remotely Operated Vehicle Pilot/Technician	42.65	10.08	15.23	1.10	0.10	0.10	69.26
	Single Atmosphere Suit, Bell or Submersible Pilot							
						L&M	**IAF**	
A1404	Diver (working) **See note on last page	82.45	10.08	15.23	1.10	0.10	0.10	109.06
						L&M	**IAF**	
A1405	Diver (standby) **See note on last page	42.65	10.08	15.23	1.10	0.10	0.10	69.26

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Piledrivers								
	*See per diem note on last page							
						L&M	**IAF**	
A1406	Dive Tender **See note on last page	41.65	10.08	15.23	1.10	0.10	0.10	68.26
						L&M	**IAF**	
A1407	Welder (American Welding Society, Certified Welding Inspector)	43.90	10.08	15.23	1.10	0.10	0.10	70.51
Plumbers, Region I (North of N63 latitude)								
	*See per diem note on last page							
						L&M	**S&L**	
N1501	Journeyman Pipefitter	41.46	9.75	17.00	1.40	0.65		70.26
	Plumber							
	Welder							
Plumbers, Region II (South of N63 latitude)								
	*See per diem note on last page							
						L&M		
S1501	Journeyman Pipefitter	39.00	10.33	15.02	1.35	0.20		65.90
	Plumber							
	Welder							
Plumbers, Region IIA (1st Judicial District)								
	*See per diem note on last page							
						L&M		
X1501	Journeyman Pipefitter	38.32	13.37	11.75	2.50	0.24		66.18
	Plumber							
	Welder							
Power Equipment Operators								
	*See per diem note on last page							
						L&M		
A1601	Group I, including:	40.53	10.00	12.50	1.00	0.10	0.05	64.18
	Asphalt Roller: Breakdown, Intermediate, and Finish							
	Back Filler							
	Barrier Machine (Zipper)							
	Beltcrete with Power Pack & similar conveyors							
	Bending Machine							
	Boat Coxswain							
	Bulldozer							
	Cableways, Highlines & Cablecars							
	Cleaning Machine							
	Coating Machine							

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
	Power Equipment Operators *See per diem note on last page							
						L&M		
A1601	Group I, including:	40.53	10.00	12.50	1.00	0.10	0.05	64.18

Concrete Hydro Blaster

Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))

(a) Hydralifts or Transporters, (all track or truck type)

(b) Derricks

(c) Overhead

Crushers

Deck Winches, Double Drum

Ditching or Trenching Machine (16 inch or over)

Drag Scraper, Yarder, and similar types

Drilling Machines, Core, Cable, Rotary and Exploration

Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine

Helicopters

Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat

Hydro Ax, Feller Buncher & similar

Hydro Excavation (Vac-Truck and Similar)

Licensed Line & Grade

Loaders (2 1/2 yards through 5 yards, including all attachments):

(a) Forklifts (with telescopic boom & swing attachment)

(b) Front End & Overhead, (2-1/2 yards through 5 yards)

(c) Loaders, (with forks or pipe clamp)

(d) Loaders, (elevating belt type, Euclid & similar types)

Material Transfer Vehicle (Elevating Grader, Pickup Machine, and similar types)

Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer

Micro Tunneling Machine

Mixers: Mobile type with hoist combination

Motor Patrol Grader

Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield

Off-Road Hauler (including Articulating and Haul Trucks)

Operator on Dredges

Piledriver Engineer, L.B. Foster, Puller or similar paving breaker

Plant Operator (Asphalt & Concrete)

Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)

Remote Controlled Equipment

Scraper (through 40 yards)

Service Oiler/Service Engineer

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Power Equipment Operators *See per diem note on last page								
						L&M		
A1601	Group I, including:	40.53	10.00	12.50	1.00	0.10	0.05	64.18
	Shot Blast Machine							
	Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)							
	Sideboom (under 45 tons)							
	Spreaders Topside (Asphalt Paver, Slurry machine, and similar types)							
	Sub Grader (Gurries, Reclaimer & similar types)							
	Tack Tractor							
	Truck Mounted Concrete Pump, Conveyor/Tele-belt, & Creter							
	Wate Kote Machine							
						L&M		
A1602	Group IA, including:	42.29	10.00	12.50	1.00	0.10	0.05	65.94
	Camera/Tool/Video Operator (Slipline)							
	Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)							
	Cranes (over 45 tons or 150 feet including jib & attachments)							
	(a) Clamshells & Draglines (over 3 yards)							
	(b) Tower Cranes							
	Licensed Water/Waste Water Treatment Operator							
	Loaders (over 5 yards)							
	Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)							
	Power Plants (1000 k.w. & over)							
	Quad							
	Scrapers (over 40 yards)							
	Screed							
	Shovels, Backhoes, Excavators with all attachments (over 3 yards)							
	Sidebooms (over 45 tons)							
	Slip Form Paver, C.M.I. & similar types							
						L&M		
A1603	Group II, including:	39.76	10.00	12.50	1.00	0.10	0.05	63.41
	Boiler - Fireman							
	Cement Hogs & Concrete Pump Operator							
	Conveyors (except those listed in Group I)							
	Grade Checker							
	Hoists on Steel Erection, Towermobiles & Air Tuggers							
	Horizontal/Directional Drill Locator							
	Licensed Grade Technician							
	Locomotives, Rod & Geared Engines							
	Mixers							
	Screening, Washing Plant							

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Power Equipment Operators *See per diem note on last page								
						L&M		
A1603	Group II, including:	39.76	10.00	12.50	1.00	0.10	0.05	63.41
	Sideboom (cradling rock drill, regardless of size)							
	Skidder							
	Trenching Machines (under 16 inches)							
	Water/Waste Water Treatment Operator							
						L&M		
A1604	Group III, including:	39.04	10.00	12.50	1.00	0.10	0.05	62.69
	"A" Frame Trucks, Deck Winches							
	Bombardier (tack or tow rig)							
	Boring Machine							
	Brooms, Power (sweeper, elevator, vacuum, or similar)							
	Bump Cutter							
	Compressor							
	Farm Tractor							
	Forklift, Industrial Type							
	Gin Truck or Winch Truck (with poles when used for hoisting)							
	Hoists, Air Tuggers, Elevators							
	Loaders:							
	(a) Elevating-Athey, Barber Greene & similar types							
	(b) Forklifts or Lumber Carrier (on construction job sites)							
	(c) Forklifts, (with tower)							
	(d) Overhead & Front End, (under 2-l/2 yards)							
	Locomotives: Dinkey (air, steam, gas & electric) Speeders							
	Mechanics, Light Duty							
	Oil, Blower Distribution							
	Posthole Digger, Mechanical							
	Pot Fireman (power agitated)							
	Power Plant, Turbine Operator, (under 200 k.w.)							
	Pumps, Water							
	Roller (other than Asphalt)							
	Saws, Concrete							
	Skid Hustler							
	Skid Steer (with all attachments)							
	Stake Hopper							
	Straightening Machine							
	Tow Tractor							
						L&M		
A1605	Group IV, including:	32.83	10.00	12.50	1.00	0.10	0.05	56.48
	Crane Assistant Engineer/Rig Oiler							
	Drill Helper							

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Power Equipment Operators								
	*See per diem note on last page							
						L&M		
A1605	Group IV, including:	32.83	10.00	12.50	1.00	0.10	0.05	56.48
	Parts & Equipment Coordinator							
	Spotter							
	Steam Cleaner							
	Swamper (on trenching machines or shovel type equipment)							
Roofers								
	*See per diem note on last page							
						L&M		
A1701	Roofer & Waterproofer	44.62	11.75	3.41	0.81	0.10	0.06	60.75
						L&M		
A1702	Roofer Material Handler	31.23	11.75	3.41	0.81	0.10	0.06	47.36
Sheet Metal Workers, Region I (North of N63 latitude)								
	*See per diem note on last page							
						L&M		
N1801	Sheet Metal Journeyman	48.04	11.20	13.61	1.65	0.12		74.62
	Air Balancing and duct cleaning of HVAC systems							
	Brazing, soldering or welding of metals							
	Demolition of sheet metal HVAC systems							
	Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work							
	Fabrication and installation of heating, ventilation and air conditioning ducts and equipment							
	Fabrication and installation of louvers and hoods							
	Fabrication and installation of sheet metal lagging							
	Fabrication and installation of stainless steel commercial or industrial food service equipment							
	Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work							
	Metal lavatory partitions							
	Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work							
	Sheet Metal shelving							
	Sheet Metal venting, chimneys and breaching							
	Skylight installation							
Sheet Metal Workers, Region II (South of N63 latitude)								
	*See per diem note on last page							

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Sheet Metal Workers, Region II (South of N63 latitude) *See per diem note on last page							
S1801	Sheet Metal Journeyman	42.70	11.20	13.89	1.68	L&M 0.43	69.90
	Air Balancing and duct cleaning of HVAC systems Brazing, soldering or welding of metals Demolition of sheet metal HVAC systems Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work Fabrication and installation of heating, ventilation and air conditioning ducts and equipment Fabrication and installation of louvers and hoods Fabrication and installation of sheet metal lagging Fabrication and installation of stainless steel commercial or industrial food service equipment Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work Metal lavatory partitions Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work Sheet Metal shelving Sheet Metal venting, chimneys and breaching Skylight installation						
Sprinkler Fitters *See per diem note on last page							
A1901	Sprinkler Fitter	47.25	10.02	15.95	0.52	L&M 0.25	73.99
Surveyors *See per diem note on last page							
A2001	Chief of Parties	43.16	10.83	12.14	1.15	L&M 0.10	67.38
A2002	Party Chief	41.57	10.83	12.14	1.15	L&M 0.10	65.79
A2003	Line & Grade Technician/Office Technician/GPS, Drones	40.97	10.83	12.14	1.15	L&M 0.10	65.19
A2004	Associate Party Chief (including Instrument Person & Head Chain Person)/Stake Hop/Grademan	38.85	10.83	12.14	1.15	L&M 0.10	63.07
A2006	Chain Person (for crews with more than 2 people)	34.51	10.83	12.14	1.15	L&M 0.10	58.73

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers							
	*See per diem note on last page						
						L&M	
A2101	Group I, including:	39.94	10.83	12.14	1.15	0.10	64.16
	Air/Sea Traffic Controllers						
	Ambulance/Fire Truck Driver (EMT certified)						
	Boat Coxswain						
	Captains & Pilots (air & water)						
	Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)						
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 40 yards up to & including 60 yards						
	Helicopter Transporter						
	Liquid Vac Truck/Super Vac Truck						
	Lowboys (including attached trailers & jeeps up to & including 8 axles)						
	Material Coordinator or Purchasing Agent						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
	Tireman, Heavy Duty/Fueler						
	Water Wagon (250 Bbls and above)						
						L&M	
A2102	Group 1A including:	41.21	10.83	12.14	1.15	0.10	65.43
	Dump Trucks (including rockbuggy, side dump, belly dump & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)						
	Jeeps (driver under load)						
	Lowboys, including tractor attached trailers & jeeps, 9 axles, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)						
						L&M	
A2103	Group II, including:	38.68	10.83	12.14	1.15	0.10	62.90
	All Deltas, Commanders, Rollagons, & similar equipment						
	Batch Trucks (8 yards & up)						
	Batch Trucks (up to & including 7 yards)						
	Boom Truck/Knuckle Truck (over 5 tons)						
	Cacasco Truck/Heat Stress Truck						
	Construction and Material Safety Technician						
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 20 yards up to & including 40 yards						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)						
	Mechanics						
	Oil Distributor Driver						
	Partsman						
	Ready-mix (up to & including 12 yards)						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers							
	*See per diem note on last page						
						L&M	
A2103	Group II, including:	38.68	10.83	12.14	1.15	0.10	62.90
	Stringing Truck						
	Turn-O-Wagon or DW-10 (not self loading)						
						L&M	
A2104	Group III, including:	37.86	10.83	12.14	1.15	0.10	62.08
	Boom Truck/Knuckle Truck (up to & including 5 tons)						
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) over 10 yards up to & including 20 yards						
	Expeditor (electrical & pipefitting materials)						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)						
	Greaser - Shop						
	Semi or Truck & Trailer						
	Thermal Plastic Layout Technician						
	Traffic Control Technician						
	Trucks/Jeeps (push or pull)						
						L&M	
A2105	Group IV, including:	37.28	10.83	12.14	1.15	0.10	61.50
	Air Cushion or similar type vehicle						
	All Terrain Vehicle						
	Buggymobile						
	Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)						
	Bus Operator (over 30 passengers)						
	Cement Spreader, Dry						
	Combination Truck-Fuel & Grease						
	Compactor (when pulled by rubber tired equipment)						
	Dump Trucks (including rockbuggy, side dump, belly dump, & trucks with pups) up to & including 10 yards						
	Dumpster						
	Expeditor (general)						
	Fire Truck/Ambulance Driver						
	Flat Beds, Dual Rear Axle						
	Foam Distributor Truck Dual Axle						
	Front End Loader with Fork						
	Grease Truck						
	Hydro Seeder, Dual Axle						
	Hyster Operators (handling bulk aggregate)						
	Loadmaster (air & water operations)						
	Lumber Carrier						
	Ready-mix, (up to & including 7 yards)						

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Truck Drivers							
	*See per diem note on last page						
						L&M	
A2105	Group IV, including:	37.28	10.83	12.14	1.15	0.10	61.50
	Rigger (air/water/oilfield)						
	Tireman, Light Duty						
	Track Truck Equipment						
	Truck Vacuum Sweeper						
	Warehouseperson						
	Water Truck (Below 250 Bbls)						
	Water Truck (straight)						
	Water Wagon, Semi						
						L&M	
A2106	Group V, including:	36.52	10.83	12.14	1.15	0.10	60.74
	Buffer Truck						
	Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)						
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						
Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)							
	*See per diem note on last page						
						L&M	**LEG**
N2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20	61.49
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						
						L&M	**LEG**
N2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20	62.59

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
						L&M	LEG	

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
*See per diem note on last page

N2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20	62.59

Burning & Cutting Torch
Certified Erosion Sediment Control Lead (CESCL Laborer)
Concrete Laborer
Floor Preparation, Core Drilling
Jackhammer/Chipping Gun or Pavement Breaker
Laser Instrument Operator
Nozzlemen, Pumpcrete or Shotcrete
Pipelayer Helper

N2203	Group III, including:	35.87	8.70	17.31	1.30	0.20	0.20	63.58

Miner
Retimberman

N2204	Group IIIA, including:	39.48	8.70	17.31	1.30	0.20	0.20	67.19

Asphalt Raker, Asphalt Belly Dump Lay Down
Drill Doctor (in the field)
Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
Pioneer Drilling & Drilling Off Tugger (all type drills)
Pipelayer
Powderman (Employee Possessor)
Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

N2206	Group IIIB, including:	43.65	5.99	17.31	1.30	0.20	0.20	68.65

Federal Powderman (Responsible Person in Charge)
Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)
Stake Hopper

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
*See per diem note on last page

S2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20	61.49

Brakeman
Mucker
Nipper
Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
Topman & Bull Gang

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
	Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude) *See per diem note on last page							
						L&M	**LEG**	
S2201	Group I, including:	33.78	8.70	17.31	1.30	0.20	0.20	61.49
	Tunnel Track Laborer							
						L&M	**LEG**	
S2202	Group II, including:	34.88	8.70	17.31	1.30	0.20	0.20	62.59
	Burning & Cutting Torch							
	Certified Erosion Sediment Control Lead (CESCL Laborer)							
	Concrete Laborer							
	Floor Preparation, Core Drilling							
	Jackhammer/Chipping Gun or Pavement Breaker							
	Laser Instrument Operator							
	Nozzlemen, Pumpcrete or Shotcrete							
	Pipelayer Helper							
						L&M	**LEG**	
S2203	Group III, including:	35.87	8.70	17.31	1.30	0.20	0.20	63.58
	Miner							
	Retimberman							
						L&M	**LEG**	
S2204	Group IIIA, including:	39.48	8.70	17.31	1.30	0.20	0.20	67.19
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Powderman (Employee Possessor)							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							
						L&M	**LEG**	
S2206	Group IIIB, including:	43.65	5.99	17.31	1.30	0.20	0.20	68.65
	Federal Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, GPS, drones)							
	Stake Hopper							
	Tunnel Workers, Power Equipment Operators *See per diem note on last page							
						L&M		
A2207	Group I	44.58	10.00	12.50	1.00	0.10	0.05	68.23
						L&M		
A2208	Group IA	46.52	10.00	12.50	1.00	0.10	0.05	70.17

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits		THR
Tunnel Workers, Power Equipment Operators *See per diem note on last page								
A2209	Group II	43.74	10.00	12.50	1.00	**L&M** 0.10	0.05	67.39
A2210	Group III	42.94	10.00	12.50	1.00	**L&M** 0.10	0.05	66.59
A2211	Group IV	36.11	10.00	12.50	1.00	**L&M** 0.10	0.05	59.76

*** Per diem is an established practice for this classification. This means that per diem is an allowable alternative to board and lodging if all criteria are met. See 8 AAC 30.051-08 AAC 30.056, and the per diem information on page vii of this Pamphlet.**

**** Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.**

SECTION 00852 - PERMITS

PART 1 - GENERAL

The OWNER shall apply for, and obtain, any necessary permits for this Project.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01010 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 GENERAL

A. WORK to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, manufactured articles, labor, transportation and services, including fuel, power, water, and essential communications, and performing all WORK, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents that may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The WORK generally consists of various quantities of mobilization, furnishing and installing pile anodes, modifying and installing Owner-furnished anodes, potential readings and continuity testing, and other miscellaneous related improvements and appurtenances.

1.3 SITE OF THE WORK

A. The site of the WORK is located at Douglas Harbor in Juneau, Alaska.

1.4 BEGINNING AND COMPLETION OF THE WORK

A. Time is the essence of the contract. In accordance with the provisions of Article 2 of SECTION 00500 - AGREEMENT, the CONTRACTOR shall begin the WORK on the date specified in the written Notice to Proceed from the OWNER, and shall complete all the WORK in accordance with the following schedule:

B.	WORK DESCRIPTION	DATE
1.	Earliest Field Start	April 1st, 2020
2.	Substantial Completion	June 5th, 2020
3.	Final Completion All WORK under the Contract Document	June 12th, 2020

1.5 CONTRACT METHOD

A. The WORK hereunder will be constructed under a unit price Contract.

1.6 WORK By Others

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

B. Interference With WORK On Utilities: The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.7 CONTRACTOR USE OF PROJECT SITE

A. The CONTRACTOR's use of the Project site shall be limited to its construction operations, including on-site storage of materials.

B. Available on-site staging area(s) shall be coordinated with the OWNER a minimum of two weeks in advance of mobilization. The OWNER intends to provide a staging area in the upland parking lot along the top of the existing harbor basin. CONTRACTOR shall field review the condition of the staging area prior to bid and shall perform a photographic inventory of conditions prior to mobilization onto the site. Any damage caused by CONTRACTOR operations to the existing features within the staging areas shall be repaired to the satisfaction of the OWNER at no additional cost.

C. Areas of Douglas Harbor not within the scope of this project shall remain active by harbor patrons. The CONTRACTOR shall conduct operations to minimize interference with the harbor operations at all times. The CONTRACTOR shall coordinate with the OWNER and the ENGINEER all required moorage relocations and any other WORK that may affect harbor patrons a minimum of 48 hours in advance or longer as specified elsewhere in the Contract Documents.

D. The CONTRACTOR shall assess the conditions and load limits of all existing pile supported decks, floats and other structures between the staging area and the WORK. CONTRACTOR operations within these areas shall be conducted in a safe manner that does not exceed allowable load limits. Any damage caused by CONTRACTOR operations shall be repaired to the satisfaction of the OWNER at no additional cost.

1.8 OWNER USE OF THE PROJECT SITE

A. The OWNER may utilize all or part of the existing site during the entire period of construction for the conduct of the OWNER's normal operations. The CONTRACTOR shall cooperate and coordinate with the ENGINEER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the Project site during the period of construction.

1.9 PROJECT MEETINGS

A. Pre-Construction Conference

1. Prior to the commencement of WORK at the site, a Pre-Construction Conference will be held at a mutually agreed time and place which shall be attended by the CONTRACTOR's Project manager, its superintendent, and its Subcontractors as the CONTRACTOR deems appropriate. Other attendants will be:

   a. ENGINEER and the Inspector.

   b. Representatives of OWNER.

   c. Governmental representatives as appropriate.

   d. Others as requested by CONTRACTOR, OWNER, or ENGINEER.

2. Unless previously submitted to the ENGINEER, the CONTRACTOR shall bring one copy each of the following:

   a. Plan of Operation.

   b. Project CPM Schedule in GANTT bar chart format

   c. Procurement schedule of major equipment and materials and items requiring long lead time.

   d. Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.

   e. Name and telephone number of CONTRACTOR's Project Supervisor.

3. The purpose of the Pre-Construction Conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date.

4. The CONTRACTOR should be prepared to discuss all of the items listed below:

   a. Status of CONTRACTOR's insurance and bonds.

   b. CONTRACTOR's tentative schedules.

   c. Transmittal, review, and distribution of CONTRACTOR's Submittals.

   d. Processing applications for payment.

   e. Maintaining record documents.

   f. Critical Work sequencing.

   g. Field decisions and Change Orders.

   h. Use of Project site, office and storage areas, security, housekeeping, and OWNER's needs.

   i. Major equipment deliveries and priorities.

   j. CONTRACTOR's assignments for safety and first aid.

5. The OWNER will preside at the Pre-Construction Conference and will arrange for keeping and distributing the minutes to all persons in attendance.

6. The CONTRACTOR and its Subcontractors should plan on the conference taking no less than 2 hours. The items listed in paragraph 3 will be covered as well as reviewing the Plans and Specifications, in extensive detail, with the ENGINEER and the OWNER.

B. Progress Meetings

1. The CONTRACTOR shall schedule and hold regular on-site progress meetings at least weekly and at other times as requested by the ENGINEER, or as required by progress of the WORK. The CONTRACTOR, ENGINEER, and all Subcontractors active on the site must attend each meeting. CONTRACTOR may at its discretion request attendance by representatives of its Suppliers, Manufacturers, and other Subcontractors.

2. The ENGINEER shall preside at the meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings will be to review the progress of the WORK, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems that may develop. During each meeting, the CONTRACTOR is required to present any issues that may impact its WORK, with a view to resolve these issues expeditiously.

1.10 DEFINITIONS APPLICABLE TO TECHNICAL SPECIFICATIONS. The following words have the meaning defined in the Technical Portions of the WORK:

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

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

C. Install: defines operations at the site including; assembly, erection, placing, anchoring, applying, shaping to dimension, finishing, curing, protecting, and cleaning, that prepare items in the manner intended by the Contract Documents for the OWNER's use.

D. Installer: a person or firm engaged by the CONTRACTOR or its Subcontract or any Subcontractor for the performance of installation, erection, or application work at the site. Installers must be expert in the operations they are engaged to perform.

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

F. “Snug-Tight”: Relative tightness of an assembly; Fit Classification - Class 4: Snug, zero allowance; closest fit that can be assembled by hand. Used when moving parts are not intended to move freely. (*Per Wiley Dictionary of Civil Engineering and Construction*)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

A. Payment for the various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of WORK being described, as necessary to complete the various items of the WORK all in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).

B. No separate payment will be made for any WORK item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of WORK.

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

1. Removal and replacement of survey monuments and markers disturbed during construction, whether shown on the Plans or not.
2. Re-vegetating areas disturbed during construction.
3. Trench excavation and bedding as required for all piping, structures, and vault installations.
4. Erosion and pollution control in accordance with local, state and federal standards.
5. Temporary shoring of trenches or bracing of existing facilities as required for constructing any/all improvements.
6. Maintenance of all services through the Project area, including water, storm, garbage pickup, mail delivery, other deliveries and emergency vehicles.
7. All traffic control, including flaggers and preparation of satisfactory Traffic Control Plans.
8. Minor grading of fill materials as required to match existing grades and maintain positive surface drainage.
9. Minor changes in grades to fit field conditions that do not impact material quantities.
10. Miscellaneous connecting and attachment hardware as required installing new equipment.
11. Excavating, bedding, and backfilling for all electrical equipment including transformers, junction boxes, vaults, and conduit.
12. Pile splices required to make up the pile lengths shown in the pile schedule.

PART 2 – PAY ITEMS

DIVISION 1 – GENERAL REQUIREMENTS

1.1 MOBILIZATION (Pay Item Nos. 1505.1) PRICE BASED ON LUMP SUM

A. Measurement for payment for Mobilization will be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete, all in accordance with the requirements of the Contract Documents.

B. Payment for Mobilization under the Base Bid shall be made at the amount shown on the Bid Schedule under Pay Item No. 1505.1, which payment shall constitute full compensation for all WORK described in Section 01505 - Mobilization, as shown on the Plans and as directed by the ENGINEER.

C. Partial payments will be made as the WORK progresses as follows:

1. When 5% of the total original contract amount is earned from other pay items, 50% of the amount bid for Mobilization, or 5% of the original contract amount, whichever is lesser, will be paid.

2. When 10% of the total original contract amount is earned from other pay items, 100% of the amount bid for Mobilization, or 10% of the original Contract amount, whichever is lesser, will be paid.

3. Upon completion of all WORK on the Project, payment of any amount bid for Mobilization in excess of 10% of the total original contract amount will be paid.

DIVISION 2 – SITE WORK

2.1 MODIFY OWNER-FURNISHED ANODES, (Pay Item No. 2996.0) PRICE BASED ON QUANTITY, PER EACH

A. Measurement for payment for Modify Owner-Furnished Anodes shall be measured per each, complete in place, all in accordance with the requirements of the Contract Documents and as shown on the Plans.

B. Payment for Modify Owner Furnished Anodes shall be made at the Unit Price named in the Bid Schedule under Pay Item No. 2996.0, which payment shall constitute full payment for all WORK described in Section 02996 – Pile Anodes, as shown on the Plans and as directed by the ENGINEER.

2.2 SUPPLY PILE ANODE, TYPE A (Pay Item No. 2996.1) PRICE BASED ON QUANTITY, PER EACH

C. Measurement for payment for Supply Pile Anode, Type A shall be measured per each, complete in place, all in accordance with the requirements of the Contract Documents and as shown on the Plans.

D. Payment for Supply Pile Anode, Type A shall be made at the Unit Price named in the Bid Schedule under Pay Item No. 2996.1, which payment shall constitute full payment for all WORK described in Section 02996 – Pile Anodes, as shown on the Plans and as directed by the ENGINEER.

2.3 SUPPLY PILE ANODE, TYPE B (Pay Item No. 2996.2) PRICE BASED ON QUANTITY, PER EACH

A. Measurement for payment for Supply Pile Anode, Type B shall be measured per each, complete in place, all in accordance with the requirements of the Contract Documents and as shown on the Plans.

B. Payment for Supply Pile Anode, Type B shall be made at the Unit Price named in the Bid Schedule under Pay Item No. 2996.2, which payment shall constitute full payment for all WORK described in Section 02996 – Pile Anodes, as shown on the Plans and as directed by the ENGINEER.

2.4 INSTALL PILE ANODE, ALL TYPES (Pay Item No. 2996.3) PRICE BASED ON QUANTITY, PER EACH

A. Measurement for payment for Install Pile Anode, All Types shall be measured per each, complete in place, all in accordance with the requirements of the Contract Documents and as shown on the Plans.

B. Payment for Install Pile Anode, All Types shall be made at the Unit Price named in the Bid Schedule under Pay Item No. 2996.3, which payment shall constitute full payment for all WORK described in Section 02996 – Pile Anodes, as shown on the Plans and as directed by the ENGINEER.

2.5 ANODE POTENTIAL READINGS AND CONTINUITY TESTING

A. Measurement for payment for Anode Potential Readings and Continuity Testing shall be based upon the completion of the entire WORK as a Lump Sum Pay Unit, complete in place, all in accordance with the requirements of the Contract Documents.

B. Payment for Anode Potential Readings and Continuity Testing shall be made at the amount shown on the Bid Schedule under Pay Item No. 2996.4, which payment shall constitute full payment for all WORK described in Section 02996 – Pile Anodes, as shown on the Plans and as directed by the ENGINEER.

END OF SECTION

SECTION 01400 - QUALITY CONTROL

PART 1 - GENERAL

1.1 DEFINITION

A. Specific quality control requirements for the WORK are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the WORK beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1.2 INSPECTION AT PLACE OF MANUFACTURE

A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the ENGINEER at the place of manufacture.

B. The presence of the ENGINEER at the place of manufacturer, however, shall not relieve the CONTRACTOR of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the CONTRACTOR, and said duty shall not be avoided by any act or omission on the part of the ENGINEER.

1.3 SAMPLING AND TESTING

A. Unless otherwise indicated, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, ATM, and AASHTO as applicable to the class and nature of the article or materials considered; however, the OWNER reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the ENGINEER will insure the OWNER that the quality of the workmanship is in full accord with the Contract Documents.

B. Any waiver by the OWNER of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial WORK, shall not be construed as a waiver of any requirements of the Contract Documents.

C. Notwithstanding the existence of such waiver, the ENGINEER reserves the right to make independent investigations and tests, and failure of any portion of the WORK to meet any of the requirements of the Contract Documents, shall be reasonable cause for the ENGINEER to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

1.4 INSPECTION AND TESTING LABORATORY SERVICE

A. Inspection and testing laboratory service shall comply with the following:

1. OWNER will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself unless specific quality control testing is required by the CONTRACTOR under these specifications.

2. The ENGINEER will perform inspections as specified in individual specification sections, unless specified otherwise.
3. Reports will be submitted by the independent firm to the ENGINEER in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
4. The CONTRACTOR shall cooperate with the ENGINEER or independent firm and furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
5. The CONTRACTOR shall notify ENGINEER 24 hours prior to the expected time for operations requiring inspection and laboratory testing services.
6. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the ENGINEER. The CONTRACTOR shall bear all costs from such retesting at no additional cost to the OWNER.
7. For samples and tests required for CONTRACTOR'S use, the CONTRACTOR shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the CONTRACTOR'S use shall be included in the Contract Price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 INSTALLATION

A. Inspection: The CONTRACTOR shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation, and reject damaged and defective items.

B. Measurements: The CONTRACTOR shall verify measurements and dimensions of the WORK, as an integral step of starting each installation.

C. Manufacturer's Instructions: Where installations include manufactured products, the CONTRACTOR shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

END OF SECTION

SECTION 01505 - MOBILIZATION

PART 1 - GENERAL

1.1 GENERAL

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

1. Moving on to the site of all CONTRACTOR's plant and equipment required for operations.
2. Providing all on-site communication facilities, including radios and cellular phones.
3. Obtaining all required permits other than those provided in the Contract Documents.
4. Having all OSHA required notices and establishment of safety programs.
5. Having the CONTRACTOR's superintendent at the job site full time.
6. Submitting initial submittals.

1.2 PAYMENT FOR MOBILIZATION

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

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

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 01550 - SITE ACCESS AND STORAGE

PART 1 - GENERAL

1.1 HIGHWAY LIMITATIONS. The CONTRACTOR shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the WORK. It shall be the CONTRACTOR's responsibility to construct and maintain any haul roads required for its construction operations.

1.2 TEMPORARY CROSSINGS

A. General: Continuous, unobstructed, safe, and adequate pedestrian access shall be provided to the harbor moorage float system, fire hydrants, commercial and industrial establishments, private residences, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 200 feet shall be provided. The CONTRACTOR shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time, as approved by the ENGINEER.

B. Temporary Bridges: Wherever necessary, the CONTRACTOR shall provide a suitable temporary bridge or other such facility to accommodate public access to the harbor at all times. All such temporary bridges shall be maintained in service until permanent gangway access is provided. The CONTRACTOR shall provide designs for such bridges and shall submit plans for conceptual approval.

1.3 MAINTENANCE OF TRAFFIC

A. General: Unless otherwise provided, the roadway undergoing improvements shall be kept open to all traffic by the CONTRACTOR. Nothing herein shall be construed to entitle the CONTRACTOR to the exclusive use of any public street, alleyway, or parking area during the performance of the WORK hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. The CONTRACTOR shall provide unimpeded access through the Project limits for emergency vehicles and make every effort to provide minimum delay to United States Postal Service vehicles and garbage collection vehicles.

B. The CONTRACTOR shall submit three (3) copies of a traffic control plan to the ENGINEER for approval a minimum of two (2) weeks prior to construction. The ENGINEER reserves the right to observe these traffic control plans in use and to make any changes as field conditions warrant. Any changes shall supersede these plans and be done solely at the CONTRACTOR's expense.

C. No street shall be closed to the public without first obtaining permission of the ENGINEER and proper governmental authority. Where so provided on the plans or otherwise approved by the ENGINEER, the CONTRACTOR may by-pass traffic over a detour route. When no longer required, the detour shall be removed and the approached obliterated.

D. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the ENGINEER or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the

WORK shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the CONTRACTOR to assure the use of sidewalks and the proper functioning of all gutters, storm drain inlets, and other drainage facilities.

E. The CONTRACTOR's equipment shall stop at all points of intersection with the traveling public unless satisfactory traffic control measures, approved in writing by the ENGINEER, are installed and maintained at CONTRACTOR's expense.

F. When the CONTRACTOR is required to maintain traffic through grading, roadway excavation and embankment areas, the construction shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be properly crowned for drainage. In advance of other grading operations, sufficient fill shall be placed at culverts and bridges to permit traffic to cross unimpeded. Part width construction techniques shall be employed when the traffic is routed through roadway cuts or over embankments under construction. The material shall be excavated or placed in layers and the construction activities shall be alternated from one side to the other, with traffic routed over the side opposite the one under construction.

G. During the removal and laying of culvert pipe, a maximum time of one hour of road closure may be permitted, providing the removal and laying of the culvert pipe cannot be completed for one-half width of the roadway and provided that a detour cannot be constructed around the culvert being laid. Closure shall be scheduled so as not to delay buses and peak hour traffic. The CONTRACTOR shall post, at the site of the closure within view of the waiting public traffic, the time the closure started and the time the road will again be open to traffic. The CONTRACTOR shall notify the Fire and Police Departments of such closures prior to commencement of work.

H. At intervals of 48 hours and 24 hours prior to start up of construction operations, and at weekly intervals during the construction period, the CONTRACTOR shall advertise at City Hall the precise location, time of commencement, and proposed completion date of the WORK scheduled for the following week which will require detouring or otherwise effect public traffic. Detours shall be described in sufficient detail to efficiently inform the traveling public of the modified traffic pattern. The cost of these advertisements shall be considered incidental to other contract bid items. The CONTRACTOR will notify the property owners 24 hours prior to commencement of WORK.

I. When, in the opinion of the ENGINEER, conditions are such that the safety and/or convenience of the traveling public is adversely affected, the CONTRACTOR will be immediately notified in writing. The notice will state the defect(s) and the corrective action(s) required. In the event that the CONTRACTOR neglects to take immediate corrective action, the ENGINEER may suspend all work on the project until satisfactory corrective action is performed. In the event the CONTRACTOR does not take corrective action within 24 hours, the ENGINEER may order such work as deemed necessary for public convince and safety accomplished by outside forces. The cost of this work shall be deducted from any monies due or that may become due under the terms or the contract.

J. The CONTRACTOR shall bear all expense of maintaining the traffic over the section of road undergoing improvement, including dust control and snow plowing, and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary, without direct compensation, except as provided below:

1. Special Detours. When the proposal contains a bid item for detours, the payment for such item shall cover all cost of constructing and maintaining such detour or

detours, including the construction of any and all temporary bridges and accessory features and the removal of the same, and obliteration of the detour road. Right-of-way for temporary highways or bridges will be furnished by the OWNER.

2. Maintenance of Traffic During Suspension of WORK. The CONTRACTOR shall make passable and shall open to traffic such portions of the Project and temporary roadways as may be agreed upon between the CONTRACTOR and the ENGINEER for the temporary accommodation of necessary traffic during the anticipated period of suspension. If the suspension is seasonal (winter shutdown), thereafter, and until an issuance of an order for the resumption of construction operations, the maintenance of the temporary route of line of travel agreed upon will be the responsibility of the OWNER. Prior to the OWNER accepting the Project for winter shutdown, the CONTRACTOR shall do all work necessary to provide a roadway surface and subgrade that will not require the OWER to perform additional maintenance work during the shutdown period, except for purpose of snow removal. If the WORK is suspended due to unfavorable weather, failure of the CONTRACTOR to correct conditions unsafe for the workers or the general public, failure to carry out provisions of the contract, or for failure to carry out orders of the ENGINEER, all costs for maintenance of traffic during the suspended period shall be borne by the CONTRACTOR. When WORK is resumed, the CONTRACTOR shall replace or renew any WORK or materials lost or damaged because of temporary use of the project; shall remove, to the extent directed by the ENGINEER, any WORK or materials used in the temporary maintenance; and shall complete the Project as though its prosecution had been continuous and without interference.

K. Traffic Control: All locations requiring redirection or stopping of the traveling public shall be properly signed and/or flagged by the CONTRACTOR. For the protection of traffic in public or private streets and ways, the CONTRACTOR shall provide, flaggers and provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," (MUTCD) published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1) with the current State of Alaska supplements.

L. The CONTRACTOR shall take all necessary precautions for the protection of the WORK and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The CONTRACTOR shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.

M. Special pedestrian detours are often necessary in areas adjacent to new construction or demolition of existing structures. The ENGINEER shall determine when walkways are required. Plans for walkways must be approved by the ENGINEER.

N. The CONTRACTOR shall remove traffic control devices when no longer needed, repair all damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.

O. Temporary Street Closure: If closure of any street is required during construction, the

CONTRACTOR shall apply in writing to the City Administrator and any other jurisdictional agency at least 30 days in advance of the required closure and again at 48 hours. A Detour and Traffic Control Plan shall accompany the application.

P. The CONTRACTOR shall notify the Police and Fire Departments and any other affected agency of all planned street closures. Notification shall consist of giving the time of commencement and proposed date of completion of work and names of street, schedule of operations, and routes of detours. Such notification shall be given at least 48 hours before such closure is to take effect.

Q. Temporary Driveway Closure: The CONTRACTOR shall maintain access to all residential, commercial and street approaches. Any temporary closures shall require prior approval by the ENGINEER. The CONTRACTOR shall notify the owner or occupant (if not owner-occupied) of the closure of the driveways to be closed more than one (1) eight-hour work day at least three (3) working days prior to the closure. The CONTRACTOR shall minimize the inconvenience and minimize the time period that the driveways will be closed. The CONTRACTOR shall fully explain to the owner/occupant how long the work will take and when closure is to start.

R. On-Site Cellular Phones: The CONTRACTOR shall maintain one active cellular phone at the project site at all times with the phone number provided to the City and Borough of Juneau Fire, Police and Public Works Departments. The cellular phone shall be carried by the person in charge of the field operations. The CONTRACTOR shall provide and allow the use of the CONTRACTOR's radio frequency to facilitate communication between the CONTRACTOR and the ENGINEER.

1.4 CONTRACTOR'S WORK AND STORAGE AREA

A. The CONTRACTOR shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the WORK.

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

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

1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are all products labeled with any of the following terms: **Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive**. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, two-part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
2. The CONTRACTOR shall develop and submit to the ENGINEER a plan for storing and disposing of the materials above.
3. The CONTRACTOR shall obtain and submit to the ENGINEER a single EPA number for wastes generated at the site.
4. The separate storage area shall meet all the requirements of all authorities having jurisdiction over the storage of hazardous materials.
5. The separate storage area shall be inspected by the ENGINEER prior to construction of the area, upon completion of construction of the area, and upon cleanup and removal of the area.

6. All hazardous materials which are delivered in containers shall be stored in the original containers until use. Hazardous materials which are delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

1.5 PARKING

A. The CONTRACTOR shall direct its employees to park in areas as directed by the ENGINEER.

B. Traffic and parking areas shall be maintained in a sound condition, free of excavated material, construction equipment, mud, and construction materials. The CONTRACTOR shall repair breaks, potholes, low areas which collect standing water, and other deficiencies.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 GENERAL

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

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

1.2 QUALITY ASSURANCE

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

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

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

1.4 TRANSPORTATION AND HANDLING

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

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

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

1.5 STORAGE AND PROTECTION

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

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

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

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

1.6 MAINTENANCE OF STORAGE

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

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

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

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

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

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01700 - PROJECT CLOSE-OUT

PART 1 – GENERAL

1.1 FINAL CLEAN-UP. The CONTRACTOR shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the WORK by the OWNER will be withheld until the CONTRACTOR has satisfactorily complied with the foregoing requirements for final clean-up of the project site.

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

1.3 FINAL SUBMITTALS. The CONTRACTOR, prior to requesting final payment, shall obtain and submit the following items to the ENGINEER for transmittal to the OWNER:

1. Written guarantees, where required.
2. Maintenance stock items; spare parts, special tools, where required.
3. Completed record drawings.
4. Certificates of inspection and acceptance by governing agencies having jurisdiction.
5. Releases from all parties who are entitled to claims against the subject Project, property, or improvement pursuant to the provisions of law.
6. Completed Certificate of Compliance and Release for all contractors involved in the WORK. Submit the original signed document to Erich Schaal, Port Engineer.

1.4 MAINTENANCE AND GUARANTEE

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

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

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

1.5 BOND. The CONTRACTOR shall provide a bond to guarantee performance of the provisions contained in Paragraph "Maintenance and Guarantee" above, and Article 13 of the General Conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01700 - PROJECT CLOSE-OUT

CERTIFICATE OF COMPLIANCE AND RELEASE

PROJECT: _____
CONTRACT NO: _____

The CONTRACTOR must complete and submit this to the OWNER 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 OWNER was advised and approved of all Subcontractors before WORK was performed and has approved any substitutions of Subcontractors.

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

_____ Capacity: CONTRACTOR
Firm Name

_____ _____ _____
Signed Printed Name and Title Date

Return completed form to: Erich Schaal, Port Engineer, City and Borough of Juneau, 155 S. Seward Street, Juneau, AK 99801.

END OF SECTION

SECTION 02996 – PILE ANODES

PART 1 - GENERAL

1.1 DESCRIPTION

A. The WORK in this Section shall include all labor, materials, tools and equipment necessary to modify Owner-furnished anodes, supply and install anodes onto steel piles, perform continuity testing and potential readings, and all other related WORK in accordance with the requirements of the Contract Documents and as shown on the Plans.

1.2 DESIGN CRITERIA

A. Anode Design Life: 15 Years

1.3 SUBMITTALS

A. Manufacturer's Anode Specifications: Details including physical and electrochemical properties.

B. Anode Installation Plan including equipment and personnel.

C. Weld Repair Product Data: Provide product data and/or technical specifications including manufacturer's instructions for surface preparation, required environmental conditions, etc., for anode-to-pile weld coating product.

D. Welding-Diver Qualifications and Qualified Welding Procedures in accordance with AWS D3.6 for any welding performed under water.

E. Documentation for proposed welder-diver personnel showing experience of similar underwater anode installation projects. Include current names and contact numbers of corresponding project owners.

F. Continuity Testing Plan: Documentation of personnel with records of experience/qualifications for this work; equipment list; calibration process; work description of process to obtain readings; site map of piles identified to be tested.

PART 2 - PRODUCTS

2.1 ANODES

A. Anodes shall be "*Harbalum MIL-A-24779"*, as manufactured by *Harbor Island Supply*, or "*MIL-A-24779"* and/or "*MA-3 Alloy*" as manufactured by *M&M Industries, Inc.*, or approved equal. Anodes shall be of the specified weight and dimensions as indicated on the Plans; Actual Ampere-Hours Per Pound shall be a minimum of 1,150 amp-hrs and a minimum Current Efficiency of 85%.

B. Offset mounting tabs shall be fabricated from weldable structural steel plate or flat bar (or rod for anode Type 4A only) that complies with ASTM A36.

C. A single sample from each batch shall be taken for chemical analysis. The sample shall be taken in the beginning of the first batch and at the end of the second batch; then at the beginning of the third batch and so on. Samples shall be assayed to verify required chemical composition. All anodes from batches whose chemical composition do not meet the requirements above shall be rejected.

D. Individual anodes shall have a weight within +/- 3% of the nominal weight for anodes. A minimum of 10% of the number of each anode type shall be weighed by the CONTRACTOR or anode manufacturer in the presence of the ENGINEER to confirm compliance.

PART 3 - EXECUTION

3.1 ANODE INSTALLATION

A. All anodes shall be field welded to piles in vertical position, at both ends, as shown on the plans, per current AWS D3.6 Specification for Underwater Welding, by welder-diver certified in the particular position and process.

B. Welding Process: Shield Metal Arc. Prior to anode welding, pile surface shall be cleaned to sound metal using grinders, wire brushes, or other suitable means. All contaminants, such as petroleum products and rust, must be removed from the area to be welded.

C. Welding Position and Direction: Direction shall be down for vertical welding.

D. Welding Consumables: 1/8", 5/32", or 3/16" BROCO "SofTouch" mild steel electrodes (CS-1, CS-2, or CS-3) shall be used. Care shall be taken to ensure waterproof coating is not damaged.

E. Electrical Characteristics: Welding shall be accomplished using direct current. The electrode shall be negative for mild steel electrodes.

F. All anode-to-pile welds/weld area (damaged coatings from weld process) shall have "*Kop-Coat A788 Splash Zone Mastic*", or ENGINEER approved equal, applied per manufacturer's recommendations.

3.2 CONTINUITY TESTING AND POTENTIAL READINGS

A. After installation of anodes, a random sample of 10% of the installed anodes shall be digitally photographed and tested by the CONTRACTOR to verify electrical continuity. Using a Silver/Silver Chloride reference electrode and a high impedance voltmeter, measure the pile to electrolyte potential. Potential readings shall be measured with the probe in contact with the pile and not in contact with the anode mounting tab. Diver shall remove coatings, rust or marine growth as necessary from the test point before taking a reading to ensure good electrical contact. Anode installation is acceptable if the test reading is -0.80 volts or more negative. Readings of -0.79 or less negative indicate a deficient installation and shall be remedied as necessary to achieve acceptable test reading. Test readings and corresponding photographs shall be documented and submitted to ENGINEER for records. Each anode tested and photographed shall be

uniquely numbered and identified on a plan drawing with corresponding test reading data.

B. Personnel performing this work shall have appropriate level of training and/or experience. Qualification records for these personnel shall be included in the submittals for this work.

C. All equipment used for this work shall be properly maintained and calibrated prior to being used for this work. Calibration process shall be included in submittals for this work.

END OF SECTION

SECTION 05120 – METAL FABRICATION

PART 1 - GENERAL

1.1 DESCRIPTION

A. The WORK in this Section shall include all labor, materials, tools and equipment necessary for fabrication, handling, transport and installation of all structural steel and aluminum items in accordance with the requirements of the Contract Documents and as shown on the Plans.

1.2 REFERENCES

A. AISC (American Institute of Steel Construction) Code of Standard Practice - Manual of Steel Construction - Allowable Stress Design (ASD).

B. ASTM (American Society of Testing Materials) Specifications

C. ASTM A36/A36M - Structural Steel.

D. ASTM A6 – General Requirements for Rolled Steel Plates, Shapes, Sheet piling, and Bars for Structural Use.

E. ASTM A108 – Steel Bars, Carbon Cold-Finished, Standard Quality.

F. ASTM A123 - Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.

G. ASTM A153 - Zinc Coating (Hot Dip) on Iron and Steel Hardware.

H. ASTM A325 - High Strength Bolts for Structural Steel Joints.

I. ASTM A500 - Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Round and Shapes.

J. ASTM A53 – Steel Pipe.

K. ASTM F593 – Stainless Steel Bolts, Hex Cap Screws, and Studs.

L. ASTM F594 – Stainless Steel Nuts.

M. AWS D1.1 - Structural Welding Code - Steel.

N. The Aluminum Association – Aluminum Design Manual: Specifications and Guidelines for Aluminum Structures.

O. ASTM B209 – Standard Specifications for Aluminum and Aluminum-Alloy Sheet and Plate.

P. ASTM B210 – Standard Specifications for Aluminum and Aluminum-Alloy Drawn Seamless Tube.

Q. ASTM B221 – Standard Specifications for Aluminum and Aluminum-Alloy Bar, Rod, Wire, Profiles and Tubes.

R. ASTM B241 – Standard Specifications for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Tube.

S. ASTM B308 – Standard Specifications for Aluminum and Aluminum-Alloy 6061-T6 Standard Structural Profiles.

T. AWS D1.2 - Structural Welding Code - Aluminum.

1.3 SUBMITTALS

A. Fabrication Shop Drawings of all fabricated steel and aluminum items prior to fabrication.

1. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length and type of each weld.
2. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
3. Indicate type, size and length of bolts, distinguishing between shop and field bolts. Identify high-strength bolted slip-critical, direct-tension, or tensioned shear/bearing connections.

B. Manufacturer's Mill Certificate: Steel certification for all steel used shall include chemistry, yield strength, and mill numbers.

C. Galvanizing Certifications

D. Galvanizing Repair Method and Materials

E. Welding Procedures

F. Welders Certificates: Certify welders employed in the work, verifying AWS qualification.

G. Product data, samples, preparation, application, QA/QC Plan, and field repair of metal coatings per Section 09000 – Coatings.

H. Provide fabrication shop QA/QC Plan for review by ENGINEER. Provide qualification data for firms and/or persons to demonstrate their capabilities and experience. Include lists of projects with project names and addresses, and names and addresses of engineers, architects and owners.

1.4 QUALITY ASSURANCE

A. Fabricate and install structural steel in accordance with AISC Code of Standard Practice.

B. Fabricate and install aluminum in accordance with Aluminum Association Aluminum Design Manual.

C. Quality Assurance. The metal fabricator must have an ongoing quality assurance program approved by a qualified, independent source. At the option of the ENGINEER, the fabricator shall submit a copy of their operational quality assurance program, and

shall not begin fabrication until the ENGINEER has approved this quality assurance program. The objectives of the quality assurance program are as follows:

1. Completed products shall conform completely to all governing codes and specifications stipulated in the Design Contract Documents, and Plans.

2. Quality Assurance Program is an integral part of the ongoing manufacturing activities of the Fabricator.

Although periodic inspections will be carried out by the ENGINEER, the purpose of these inspections is to note general conformance to the design documents. It is still the responsibility of the fabricator to produce a quality product, in complete conformance with the design documents, and to document and correct any non-conformance. All documentation, including that submitted, shall be kept on file by the fabricator, for review, if requested by the OWNER or ENGINEER.

D. Fabrication Facility. The fabrication facility shall provide the proper environment and physical conditions necessary for welding, cutting, and general metal fabrication. The facility shall provide adequate work space, equipment, level surfaces, and protection from wind, moisture and freezing. The fabricator shall have the capability to carry out the following work in-house or on a contract basis:

- Design of lifting and erection devices not shown on the drawings.
- Preparation of shop fabrication drawings.
- Receiving, checking and storing of materials for metal fabrication.
- Dimensional checking and verification.
- Resolution of non-conformities.
- Documentation of all stages of work with capability of tracing all major components.
- Finishing, repairing, storing and shipping.

E. Fabricator Qualifications: Engage a firm experienced in fabricating structural steel similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to fabricate structural steel without delaying the WORK. Shop welding procedures and qualifications shall be submitted for review by the ENGINEER.

F. Welding Standards: Comply with applicable provisions of AWS D1.1 Structural Welding Code - Steel, current edition, and AWS D1.2 Structural Welding Code – Aluminum, current edition.

1. Present evidence that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

2. Submit welding procedures in accordance with AWS Structural Welding Codes.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver materials to Fabricator’s shop in such quantities and at such times to ensure continuity of installation.

B. Store materials to permit easy access for inspection and identification. Materials shall be protected during shipping and handling. Materials shall be stored above ground on

pallets, platforms or other supports. Materials shall be kept clean and properly drained. Girders and beams shall be placed upright and shored. Long members shall be adequately supported on skids to prevent damage from deflection.

C. Store fasteners in a protected place. Clean and re-lubricate bolts and nuts that become dry or rusty before use.

D. Do not store materials or assembled structures in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

PART 2 - PRODUCTS

2.1 MATERIALS - All materials for metal fabrication shall conform to the Contract Documents and as shown on the Plans. Purchase orders shall contain all necessary information to verify that materials purchased comply with the fore mentioned documents. The Fabricator shall inspect all materials, upon arrival, for conformance with the purchase orders. The Fabricator shall confirm that mill certificates and test reports are provided and that they correctly identify the materials delivered. If a supplier proposes a substitute for any material, the proposed substitution shall be submitted to the ENGINEER for approval prior to commencing any WORK involving use of the proposed substitute material. Supplier must be prepared to supply materials as identified on the design documents if the proposal for a substitution is not approved by the ENGINEER.

A. All miscellaneous steel shapes and plate steel shall be ASTM A36, hot-dip galvanized, unless otherwise noted.

B. Square and rectangular HSS shall be ASTM A500, Grade B, hot-dip galvanized, unless otherwise noted.

C. Pipe less than 12-inch diameter shall be ASTM A53, Grade B, Type E or S, hot-dip galvanized, unless otherwise noted. Pipe greater than 12-inch diameter shall conform to Section 02896 - Steel Pipe Piles.

D. Bolts and Miscellaneous Hardware: Unless otherwise noted, all bolts shall be ASTM A307, hot-dip galvanized. Washers are required under both the head and nut of all bolts, unless otherwise noted. All nuts and washers shall be hot-dip galvanized. Plate washers, with a diameter equivalent to a malleable iron washer, shall be used in all areas where the bolt head or nut bear against wood, except under economy head bolts. All bolts called out as ASTM A325 shall be hot-dip galvanized. A325 bolts shall be installed per AISC turn-of-nut method, or other ENGINEER approved method, unless otherwise indicated on the Plans.

All bolts, nuts, washers, screws, and miscellaneous hardware called out as Stainless Steel shall be Type 316 Stainless Steel conforming to ASTM F593 and F594 as applicable.

All nails shall be hot-dip galvanized.

E. Aluminum shall conform to 6061-T6, unless otherwise noted. Aluminum pipe and round bar shall be 6063-T6.

2.2 METAL COATINGS

A. Unless otherwise noted, all steel shall be hot-dip galvanized in accordance with ASTM A123 or A153 as appropriate.

B. All other metal coatings shall be per Section 09900 – Coatings.

PART 3 - EXECUTION

3.1 METAL FABRICATION

A. Shop Inspection: The CONTRACTOR shall furnish the ENGINEER with 30 days notice of the beginning of WORK at the mill or in the shop so that special fabrication inspections may be scheduled by the ENGINEER.

B. Fabricate and assemble components in a shop, to greatest extent possible. Workmanship and finish shall be equal to the best industry standards and in accordance with the requirements of AWS, AISC, and The Aluminum Association, as applicable.

1. Mark and match-mark materials for field assembly.
2. Materials shall be sourced with matching heat numbers and/or from the same mill runs as necessary for fabricated project elements that require consistent, critical dimensions and fit-up in order to function as intended by design.
3. Fabricate for delivery in a sequence that will expedite erection and minimize field handling.
4. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
5. Holes: Drill holes perpendicular to metal surfaces; do not flame-cut holes or enlarge holes by burning.
6. Aluminum Fabrication: Edges shall be cut true, smooth and free of burrs. Flame cutting is not permitted. Corner edges shall be ground smooth. Holes shall be drilled or punched. Weld spatter and flash marks shall be removed and ground smooth. Mill stamps and markings shall be removed from all exposed surfaces.

C. Structural material, either plain or fabricated, shall be stored at the fabricating shop above ground, on platforms, skids or other supports. It shall be kept free from dirt, grease or other foreign matter, and shall be protected, as far as practical, from corrosion.

D. All holes required for steel hot-dip galvanizing shall be clearly identified on the Shop Fabrication Drawings for ENGINEER review and approval. Fabricator shall coordinate with Galvanizer to determine size and quantity of holes required. Some, or all of the holes, may be required to be fully repaired per AWS D 1.1, at the discretion of the ENGINEER.

3.2 METAL ERECTION

A. General: The CONTRACTOR shall provide and later remove all falsework, temporary shoring, and bracing necessary for erection and to complete assembly. All such devices

shall be properly designed and constructed by the CONTRACTOR to meet anticipated construction and handling loads.

B. Handling and Storing of Materials: Material to be stored shall be placed on skids above the ground. It shall be kept clean and properly drained. Girders and beams shall be placed upright and shored. Handling and erection procedures shall be conducted in a manner to avoid over stressing any structural element. Stress and deflection calculations shall be provided by the CONTRACTOR, as deemed necessary by the ENGINEER, for any erection procedure.

C. Method and Equipment: Before starting the WORK of erection, the CONTRACTOR shall inform the ENGINEER fully as to the method of erection proposed, and the amount and character of equipment proposed to be used. Approval by the ENGINEER shall not be considered as relieving the CONTRACTOR of the responsibility for the safety of his method and equipment, or from carrying out the WORK in full accordance with the Plans and Specifications.

D. Assembling: Metal parts shall be accurately assembled as shown on the Plans, following applicable Industry Standards, Codes, erection drawings and fabricators' match-marks. Excessive force or manipulation of parts shall not be allowed as determined by the ENGINEER. The material shall be carefully handled so that no parts will be bent, broken, or otherwise damaged. Hammering, which will injure or distort the members will not be permitted. Bearing surfaces shall be cleaned before the members are assembled.

E. Bolt Holes and Bolting: Bolt holes and bolting shall follow the requirements as stated on the Plans and as indicated by applicable Industry Standards and Codes. Any steel to steel connections noted to be considered "slip-critical" shall be installed by the "turn-of-nut" tightening method per AISC. In addition to the requirements of AISC, bolting of slip-critical joints shall proceed in the following manner:

1. The joint shall be fitted up and aligned with drift pins.
2. Sufficient force shall be applied so as to bring the faying surfaces of steel into close contact. If high strength bolts are used for this purpose (i.e. used to pull steel into position), they shall be clearly marked for identification, and not used in the final connection.
3. High strength bolts shall be installed and brought up to snug-tight condition, such as can be produced by a few blows of an impact wrench, or by an ordinary spud wrench.
4. High strength bolts shall then be tightened by turn-of-nut method, progressing from the most rigid part of the joint toward the free edges.
5. Bolts used to pull steel into position (mentioned above) shall then be removed, replaced with high strength bolts, and tightened as described above.
6. The impact wrench used for bolt tightening shall be of adequate capacity so as to provide the required tightening in approximately 10 seconds.
7. Bolt lengths shall be such that 0" to ¼" of the bolt shall extend past the end of the nut after tightening.

F. Welding: All welding shall be in accordance with AWS D1.1 or AWS D1.2, current edition, as applicable. All welders shall be qualified per AWS for the type of welding anticipated. Welds will be spot tested by the ENGINEER by VT, MT, or UT and any welds which fail shall be repaired at the CONTRACTOR's expense, which will also include all costs for retesting. No welding through galvanized coatings will be permitted. The galvanizing within one inch of the weld shall be removed and repaired, after welding, according to these Specifications. All weld filler metal shall have chemistry similar to the base metal and shall have a minimum Charpy Impact Test Value of 20 ft-lbs. at –20 degrees F and have chemistry similar to the base metal. Filler metals shall only be used in welding positions recommended by the manufacturer. Welding materials shall be stored, and the condition maintained, according to AWS.

G. Galvanize Repair: Galvanized coatings damaged due to fabrication, welding, material handling or occurring during installation shall be repaired per Section 09900 – Coatings, Sub-Section 3.2.

H. Thermal Spray Metalizing (TSM) Repair: TSM coatings damaged due to fabrication, welding, material handling or occurring during installation shall be repaired per Section 09900 – Coatings, Sub-Section 3.2.

END OF SECTION

SECTION 09900 - COATINGS

PART 1 - GENERAL

1.1 DESCRIPTION

A. The WORK in this section shall include all labor, materials, tools and equipment necessary for handling, transport, surface preparation and application of all metal coatings, and all other miscellaneous associated work, in accordance with the requirements of the Contract Documents and as shown on the Plans.

1.2 REFERENCES

A. ASTM (American Society of Testing Materials) Specifications

B. ASTM A123 - Zinc (Hot Dipped Galvanized) Coatings on Iron and Steel Products.

C. ASTM A153 - Zinc Coating (Hot Dip) on Iron and Steel Hardware.

D. SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.

E. SSPC Guide No. 23 for Thermal Spray Metallic Coating.

1.3 SUBMITTALS

A. Product Data: Provide product data and/or technical specifications including manufacturer's instructions for surface preparation, required environmental conditions, etc., for all metal coating products.

B. Samples: Submit (2) samples demonstrating color and texture for each proposed metal coating product.

C. Coating Repair Methods and Materials: CONTRACTOR'S proposed repair methods, procedures and materials for all metal coatings damaged as a result of shipping, handling, welding or by other means.

D. CONTRACTOR shall submit a Quality Plan for preparation and application of all metal coatings. Quality Plan shall address solvent cleaning, blasting, surface profile standards, stripe coat and primer coat application, finish coat applications, coating thickness measurement and documentation, adhesion pull test procedures, independent inspection and documentation, as well as handling and transport methods.

1.4 QUALIFICATIONS

A. Thermal sprayed and painted coatings shall be applied by an experienced firm that has knowledge, procedures and equipment necessary to provide surface preparation and application of complex protective coating systems. Thermal sprayed and painted coatings shall be applied by a firm possessing AISC certification for Shop Application of Complex Protective Coating Systems (SPE) P1 and/or SSPC-QP 3.

PART 2 - PRODUCTS

2.1 GALVANIZING

A. Hot-dipped galvanizing shall be per ASTM A123 or A153, as appropriate.

2.2 THERMAL SPRAY METALLIC COATING

A. Shall conform to SSPC Guide No. 23.

B. Thermal Spray Metallic Coating shall be 85%zinc/15% aluminum applied to a minimum dry coating thickness of 15 mils, and shall be top coated with clear sealer PRO-LINE 4800/4801 PROTHANE H.S. as manufactured by *Sherwin-Williams*, or approved equal, to a dry film thickness (DFT) of 2-3 mils.

2.3 NON-SKID COATING

A. Metal surfaces designated to have Non-Skid coating shall be initially thermal arc-sprayed with zinc only to a minimum dry coating thickness of 6 mils, followed by a thermal arc-sprayed top coat of TH 605, as manufactured by *Thermion*, or an approved equivalent product, to achieve an aggressive surface profile. Approved Non-skid coating shall be applied to a minimum dry coating thickness of 12 mils, and shall be top coated with clear sealer PRO-LINE 4800/4801 PROTHANE H.S. as manufactured by *Sherwin-Williams*, or approved equal, to a dry film thickness (DFT) of 2-3 mils. Surface prep and Non-Skid coating application shall be conducted as recommended by *Thermion*, or other approved manufacturer. Fabricator shall coordinate with manufacturer prior to Non-Skid coating application, and submit surface prep and application procedures for ENGINEER approval. Samples of Non-Skid coating must be submitted to ENGINEER and approved by the ENGINEER prior to commencing with Non-Skid coating application.

PART 3 - EXECUTION

3.1 PREPARATION AND APPLICATION

A. Galvanizing shall be performed after fabrication, and all holes required for galvanizing shall be repaired per AWS D1.1, and in accordance with Sub-Section 3.2, unless otherwise approved by the ENGINEER.

B. Preparation and application of Thermal Spray Metallic Coatings shall conform to SSPC Guide No. 23, to the minimum dry film coating thickness specified in these specifications. Thermal Spray Metallic Coating damaged from shipping, handling, welding or by other means shall be repaired in accordance with SSPC Guide No. 23, Section 8.7.

C. Metal surfaces specified to be Non-Skid shall be prepared per coating manufacturer's recommendations and submitted Quality Plan.

D. Surface preparation will be monitored and dry film thickness testing will be performed by OWNER representative to ensure adequate coating application. If coating thickness is insufficient, the Fabricator is responsible for and shall be prepared to apply more layers as

necessary to obtain the required minimum thickness specified in the Contract Documents.

3.2 COATING REPAIRS

A. CONTRACTOR shall submit metal coating repair methods and procedures for review and approval by the ENGINEER, prior to fabrication or mobilization of any equipment and materials.

B. Galvanize Repair: Galvanized coatings damaged due to fabrication, welding, material handling or occurring during installation shall be repaired by using the following hot-applied repair stick method:

1. Repair sticks shall be zinc-cadmium alloys (melting point 518° - 527°F) such as "Rev-Galv", or zinc-tin-lead alloys (melting point 446° - 600°F) such as "Galv-Weld", "Zilt", and "Galv-over". The zinc-tin -lead alloys shall comply with U.S. Federal Specification O-G-93 and contain fluxing agents.
2. Remove welding slag by chipping hammer and clean weld or damaged area by vigorous wire brushing.
3. Preheat the region to be repaired by means of an oxyacetylene torch or other convenient method to between 600°F and 750°F. The alloys do not spread well at temperatures lower than 600°F. Also as temperatures rise above 600°F increasing amounts of dross form.
4. Wire brush surface again.
5. Apply coating by rubbing bar of the alloy over the heated surface while it is hot enough to melt the alloy.
6. Spread the molten alloy by briskly wire brushing or rubbing with a flat edge strip of steel or palette knife. Minimum thickness of applied zinc stick material shall be 12 mils.
7. Remove flux residues by wiping with a damp cloth or rinsing with water.
8. Brush apply two top coats of zinc rich paint, ZRC or equal (cold galvanize repair).

C. Thermal Spray Metalizing (TSM) Repair: Thermal Spray Metallic Coating damaged due to fabrication, welding, material handling or occurring during installation shall be repaired in accordance with SSPC Guide No. 23, Section 8.7.

END OF SECTION