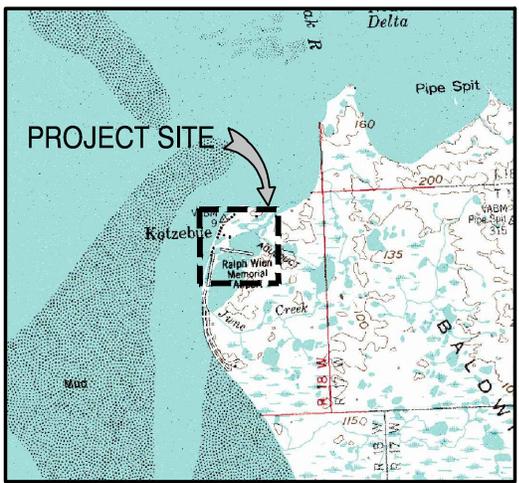




LOCATION MAP
SCALE: NOT TO SCALE



VICINITY MAP
SCALE: NOT TO SCALE

CITY OF KOTZEBUE

ITB #17-16: CAPE BLOSSOM ROAD FILL MATERIAL

CONTRACT SPECIFICATIONS

August 30, 2016

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City of Kotzebue
ITB #17-16: Cape Blossom Road Fill Material Contract Documents

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Section 1

Bidding Requirements and Documents

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1. INVITATION FOR BIDS

NAME AND LOCATION OF PROJECT

CITY OF KOTZEBUE

ITB #17-16: Cape Blossom Road Fill Material, Kotzebue, Alaska

CONTRACTING OFFICER: City Manager or his/her designee

DESCRIPTION OF WORK: Procure and transport to Kotzebue 2,900 tons of rip rap rock and 76,600 tons of road surface course crushed aggregate material. Materials will be stored at a designated site in Kotzebue.

PRE-BID CONFERENCE:

A pre-bid conference will be held via teleconference on **August 11, 2016 at 2:00 PM** at the office of the Engineer URS/AECOM located at 700 G Street, Suite 500, Anchorage AK 99501. Call in number: 1-888-369-1427 Code 7119525. Bidders are encouraged to attend; however attendance is not mandatory.

BID DOCUMENTS:

Bid documents are available electronically at the City of Kotzebue website: cityofkotzebue.com. Hard copies are available from AECOM at Alaska 700 G Street, Suite 500, Anchorage, Alaska 99501, 907-562-3366. Contact Robin Krumm or Peter Crews. A copy reproduction fee (plus postage for mail requests), will be charged for hardcopies of bid documents. Electronic copies will be available on the City Website at no charge at www.cityofkotzebue.com

BID OPENING:

Bids will be opened publicly on **August 30, 2016 at 2:00 pm** at the City of Kotzebue.

Bids, amendments, or withdrawals **must be received no later than 30 minutes prior to the scheduled time of bid opening** at the above specified address. Faxes of bids, amendments, or withdrawals will not be accepted.

SUBMISSION OF BIDS:

All bids including any amendments or withdrawals must be received prior to bid opening. Bids shall be submitted on the forms furnished and must be in a sealed envelope marked as follows:

<i>BID FOR:</i>	<i>City of Kotzebue</i>
<i>ITB #17-16: Cape Blossom Road Fill Material</i>	<i>258A Third Avenue</i>
	<i>Kotzebue, AK 9752</i>

Bid may be submitted electronically; however, the Contractor is responsible for confirmation of receipt.

The estimated price range for this contract is less than \$6,000,000.

The City of Kotzebue intends to award the full contract. However, if all bids exceed the funds available, the City may reduce the scope of work and re-bid the project on short notice and bid time with those qualified bidders that responded to the initial Invitation for Bids.

Bids shall not discriminate on the basis of race, color, national origin, or sex in the solicitation of subbids, award of subcontracts, or performance of work.

Provisions of **Alaska Title 36**, Public Contracts, Labor and Mechanics Minimum Rates of Pay, AS 36.05.010 and AS 36.05.030, are applicable to this contract.

All questions relating to bid procedures or other aspects of this project should be directed to AECOM. Contact Elizabeth Greer, or Peter Crews; elizabeth.greer@aecom.com; peter.crews@aecom.com; telephone 907-562-3366. Emails shall include the name of the Project in the Subject Line.

PLAN HOLDER REGISTRATION:

All interested parties are encouraged to register as a Plan Holder to receive notifications of any Addendums. **Bidders are required to register as a Plan Holder.**

To register,
Email the following information to **Robin.Krumm@aecom.com**

ITB #17-15: Cape Blossom Road Fill Material, PLAN HOLDER REGISTRATION:

COMPANY NAME:
CONTACT PERSON:
ADDRESS:
CITY, STATE, ZIP:
PHONE:
FAX:
EMAIL:

2. INFORMATION TO BIDDERS

The City of Kotzebue, Alaska, is concerned over the manner in which Bids are submitted. Bidders are requested to study and follow the bid assembly instructions as to the method and form for submitting bids so there will be no reason to reject a bid.

1.01 EXAMINATION OF CONTRACT REQUIREMENTS

Bidders are expected to examine carefully all documents incorporated in the contract to determine the requirements thereof before preparing bids.

Any explanation desired by bidders regarding the meaning or interpretation of any provisions must be requested in writing and with sufficient time allowed for a reply to reach them before the submission of their bid. Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder must be acknowledged.

1.02 CONDITIONS AT SITE OF WORK

Bidders are expected to be knowledgeable of the site including pertinent local conditions such as the location, accessibility and character of the site, labor conditions, the character and extent of the existing work within or adjacent thereto, and any other work being performed thereon.

1.03 PREPARATION OF BIDS

(a) Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed in ink. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

(b) The bid schedules will provide for the quotation of a lump sum bid for price or as otherwise specified in the schedules.

As required on the bid form, bidders must quote on all items and THEY ARE WARNED that failure to do so will disqualify them.

(c) The bidder shall specify all numbers in words and figures, for each required bid item total. The words and figures shall be in ink or typed. In case of a discrepancy between the prices written in words and those in figures, the prices written in words shall govern.

(d) Conditional bids will not be considered. Alternative bids will be considered if they comply with requirements of a Lump sum bid or as otherwise specified in the bid schedules.

(e) Unless specifically called for, telegraphic or facsimile bids will not be considered. Telegraphic or facsimile modifications of bids already submitted will be considered, provided they are received prior to the time set for opening. Telegraphic or facsimile modifications shall not reveal the amount of the total original or revised bids.

(f) All bids, except telegraphic or facsimile bids, if called for, or modifications shall be submitted as one original and two copies.

1.04 BID SECURITY

Bid shall be accompanied by a bid security in the form of an acceptable Bid Bond, or certified check, cashier's check or money order made payable to the City of Kotzebue. The amount of the bid security is 5% of the total amount bid, not to exceed \$50,000. (Alternate Bid items as well as supplemental bid items appearing on the bid schedule shall be included as part of the total amount bid when determining the amount of bid guaranty for the project.)

BID BONDS MUST BE ACCOMPANIED BY A LEGIBLE POWER OF ATTORNEY

If the bidder fails to furnish an acceptable bid security with the bid, the bid shall be rejected as non-responsive. Telegraphic notification of execution of a Bid Bond does not meet the requirements of bid security accompanying the bid. No individual surety will be accepted in lieu of Bid Bond, Certified Check, Cashier's Check or Money Order.

The bid securities of the two lowest bidders will be held by the City until the contract has been executed, after which such bid securities will be returned. All other bids securities will be returned as soon as practicable.

If all bids are rejected, all bid securities will be returned as soon as practicable.

1.05 BIDDER'S QUALIFICATIONS

The bidder is to include a statement of facts, in detail, as to his previous experience in performing comparable work, his business and technical organization, as outlined in the Statement of Qualifications, required with the Bid Section. The purpose of this information is to help establish that the bidder and their subcontractors are responsible and qualified to perform the work.

1.06 SUBMISSION OF BIDS

Bids must be submitted as directed on the Invitation for Bids. Do not include in the envelope any bids for other work.

1.07 ADDENDA REQUIREMENTS

The bid documents provide for acknowledgment individually of all addenda to the bidding documents on the signature page of the Bid. All addenda shall be acknowledged on the Bid or by telegram or facsimile prior to the scheduled time of bid opening. If no addenda are received by the bidder, the work "None" should be shown as specified.

1.08 RECEIPT AND OPENING OF BIDS

- (a) All bids, including any Amendment, must be received by the City prior to the schedule time of the applicable bid opening. Any bid, Amendment, or withdrawal which has not been actually received by the City prior to the time of the scheduled bid opening will not be considered.
- (b) No responsibility will be attached to any officer or employee of the City for the premature opening of, or failure to open, a bid improperly addressed or identified.
- (c) The City reserves the right to waive any technicality in bids received when such waiver is in the interest of the City.

1.09 WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request received from the bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of bid after it has been opened.

1.10 BIDDERS PRESENT

At the time fixed for bid opening, each bid will be opened and be made public.

1.11 KOTZEBUE MUNICIPAL CODE CHAPTER 3.16

This ITB is also subject to the applicable provisions of Kotzebue Municipal Code ("KMC") Chapter 3.16 which is incorporated by reference herein and can be found on-line at www.municode.com. Pursuant thereto, *inter alia*, the City reserves the right to reject any and all bids or not to award a contract when such rejection is in the best interest of the City; to reject the bid of a bidder who has previously failed to perform properly, or complete on time, contracts of similar nature; to reject the bid of a bidder who is not, in the opinion of the Contracting Officer, in a position to perform the contract; and to reject a bid as non-responsive where the bidder fails to furnish the required documents, fails to complete required documents in the manner directed, makes unauthorized alterations to the bid documents or is deemed non-responsive to performance criteria.

1.12 AWARD OF CONTRACT

- (a) The Award will be based on the Lowest Bid proposal inclusive of all Additive Alternatives.
- (b) The City will provide the successful bidder a notice of intent to award a contract within 15 calendar days after the bid opening.
- (c) The contract award is also contingent upon receiving all city, borough, state and federal permits.
- (d) (Following notice of intent to award, the contract will be awarded to the successful bidder following receipt by the City of all required documents, properly executed within 10 days following notice. Failure to enter into a contract within the 10 day period shall be grounds for forfeiture of the bid security and consideration of the second low bid for award.

1.13 PAYMENT AND PERFORMANCE BONDS

Contractor payment and performance bonds for the construction work are required. The successful bidder shall furnish these bonds using the forms either provided or approved by the City and in the amount stated on the bid. Payment and Performance Bonds may be either of the following:

- (a) Corporate Surety. (Bonding Company) or:

1.13 PAYMENT AND PERFORMANCE BONDS (continued)

(b) Individual Surety.

Adequacy of individual surety will be determined by the Contracting Officer. Where individual sureties are used, two individual sureties must each provide the City of Kotzebue with security equal to the amount of each bond by one, or a combination of, the following methods:

1. Escrow account in the name of the City of Kotzebue, Alaska, for the duration of the contract, and for 90 days after final acceptance and settlement of all outstanding claims. Acceptable securities should include, but not necessarily be limited to cash, treasury notes, bearer instruments having a specific value and money market certificates.
2. First Deed of Trust, with the City of Kotzebue, Alaska, as beneficiary, against the unencumbered value of real property located within the State of Alaska, or an agreement by any second party, including deeds of trust, mortgage, lien or judgment interests to subrogate their interest to that of the City of Kotzebue in the real property which has been offered by the individual surety.

A title search and current (within 3 months) professional appraisal or assessed valuation will be required to ascertain the true value of the property offered as collateral. This Deed of Trust must be recorded in the land office where the property was originally recorded. The Deed of Trust must remain in effect for 90 days after final acceptance of the project and settlement of all outstanding claims.

Any costs incurred by the Contractor or individual surety shall be borne by the Contractor.

An individual surety may be replaced by a Corporate Surety during the course of the contract period. If the surety desires to dispose of the collateral posted, the City may, at its option, accept substitute collateral.

1.14 REQUIRED INSURANCE

(a) The successful bidder must submit a certificate of insurance, showing the types of coverage and limits of each, to the City before award can be made. Insurance coverage must contain worker's compensation (AS 23.30.45) and any other policies specifically listed in the contract general and/or special condition provisions. The certificate of insurance must contain the stipulation that the City shall be given not less than 30 days written notice in the event of any material change, cancellation or expiration of the insurance coverage listed.

1.15 INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

If any person submitting a bid is in doubt as to the true meaning of any part of the Bid Document, he may submit to the Manager of Engineering & Utilities a written request for interpretation thereof not later than ten days before the bids are to be opened:

- (a) The person submitting the request shall be responsible for its prompt delivery.
- (b) Interpretation or correction of the Bid Document will be made only by Addendum, and will be mailed or delivered to each bidder of record.
- (c) The City will not be responsible for any other explanations or interpretations of the Bid Documents.

1.16 REGISTRATION

The bidder and his subcontractor(s) must be properly licensed and registered in the State of Alaska to perform the work. A current business license is required from the State of Alaska.

1.17 TITLE 36

Provisions of Alaska Title 36, Public Contracts, Labor and Mechanics Minimum Rates of Pay, AS 36.05.010 and AS 36.05.030, are applicable to this contract.

1.18 LIQUIDATED DAMAGES

Provisions for liquidated damages are set forth in the contract.

1.19 WORK PLAN

The bidder shall submit a Work Plan and schedule describing how he intends to pursue completion of the work with the Bid Package. This plan is intended to demonstrate that the contractor has sufficient knowledge and revenues to complete the work within the scheduled time. The City will allow changes in the work plan where the Contractor can show the change is reasonable and will not delay completion of the work.

3. REQUIRED DOCUMENTS

1.01 Required With Bid (all signed as required)

A. The following forms are included with in the *Bidding Requirements and Documents* section (Section 1) of these Contract Documents:

1. Bid Form
2. Bid Schedule
3. Bid Bond
4. Non-Collusion Affidavit
5. Statement of Qualifications

1.02 REQUIRED FOR AWARD

In order to be awarded the contract, the successful bid must be completely filled out and the following documents submitted within the time specified in the notice of award letter.

A. The following forms are included with in the *Contract Forms* section (Section 2) of these Contract Documents:

1. Contract
2. Payment Bond
3. Performance Bond
4. Business License (if a corporation, must be registered in Alaska)
5. Tax Compliance Certificate
6. Current Alaska General Contractor's license,
7. Certificate of Insurance.

1.03 FORMS REQUIRED FOR CONTRACT CLOSEOUT

After execution of the contract, and prior to application for final payment, the contractor must submit all required documents and comply with all closeout requirements as specified in the General Conditions and Special Provisions of these contract documents. The following closeout forms copies of which are included in the *Contract Forms* section (Section 2) of these Contract Documents:

1. Certificate of Completion
2. Contract Release

END OF SECTION

5.0 BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as owner in the penal sum of _____ for the payment, of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for:

ITB #17-16: Cape Blossom Road Fill Material

NOW, THEREFORE,

- (a) If said Bid shall be rejected or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

SEAL

6. NON-COLLUSION AFFIDAVIT

UNITED STATES OF AMERICA
STATE OF ALASKA

I, _____, of
_____,
being duly sworn, do depose and state:

That I, of the firm, association or corporation of which I am a member, a bidder on the agreement to be awarded by the City of Kotzebue, Alaska, for the:

ITB #17-16: Cape Blossom Road Fill Material project

have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such agreement.

Signature _____

Subscribed and sworn to me this _____ of _____, 2016.

Notary Public

My Commission Expires _____

**7. BIDDING & CONTRACT REQUIREMENTS
STATEMENT OF QUALIFICATIONS**

ITB #17-16: Cape Blossom Road Fill Material

This form will be basis of establishing the qualifications of the Contractor for undertaking the above construction project for the City of Kotzebue.

This questionnaire forms a part of the bid and failure to submit is a basis for rejection of the bid. If space for answering questions is insufficient, attachments are permitted.

GENERAL:

1. Legal Name and Address of Bidding Organization

2. Name, title, and telephone number of Bidder's representative for project:

3. Organization Status (Check One)

_____ Corporation _____ Partnership, or _____ Individual

If Organization is a Corporation:

Date of Incorporation:

State in which Incorporated:

Principal Officers:

Name:	Title:	Date:	Position:
-------	--------	-------	-----------

FINANCIAL

4. Have you ever failed to complete a contract due to insufficient resources?
Yes _____ No _____ If yes, explain:

5. Describe any arrangements you have made to finance this work:

2. EQUIPMENT

1. Describe in detail the equipment you have available for this work.

<u>Item</u>	<u>Quantity</u>	<u>Make</u>	<u>Model</u>	<u>Size/Capacity</u>	<u>Present/Market</u>
-------------	-----------------	-------------	--------------	----------------------	-----------------------

2. Do you understand that if you are awarded this contract, you may be required to use some or all of the equipment listed above on the work covered by this contract? Yes _____ No _____

3. Do you propose to purchase any equipment for use on this project? Yes _____ No _____
If yes, describe type, quantity, and approximate cost:

4. Do you propose to rent any equipment for this work? Yes _____ No _____

If yes, describe type and quantity:

5. Is your proposal based on firm offers for all materials necessary for this project?

Yes _____ No _____

6. Do you intend to subcontract any of the work contained in this project?

Yes _____ No _____ If yes, describe:

3. EXPERIENCE

1. Have you had previous construction contracts or subcontracts with the City of Kotzebue?

Yes _____ No _____ Describe the most recent contract, completion date, and scope of work:

2. List, as an attachment to this questionnaire, other construction projects you have completed; the dates of completion, scope of work, and total contract amount, for each project completed in the past 12 months.

4. SUBCONTRACTORS / MATERIAL SUPPLIERS

List below all Subcontractors and major material suppliers. This listing does not fulfill the requirements of paragraph 6.13.1 of the GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT, award of a contract does not constitute approval of the Subcontractors.

	<u>Name/Address</u>	<u>Subcontractor/Material Supplier</u>	<u>Specialty</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

Dated at _____, this _____ day of _____, 2016.

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

Name of Contractor

Signature

Title of Person Signing

8.0 BID SCHEDULE

City of Kotzebue					
ITB #17-16: Cape Blossom Road Fill Material					
Item No.	Work Description Written Unit or Lump Sum Price	Qty	Unit	Unit Bid Price	Total Price For Item
1	Mobilization / Demobilization _____ Per Lump Sum	1	LS		
2	Survey _____ Per Lump Sum	1	LS		
3	Erosion Control and Pollution Prevention Plan _____ Per Lump Sum	1	LS		
4	Earthwork for Barge Landing _____ Per Lump Sum	1	LS		
5	Furnish and Store Riprap Material _____ Per Lump Sum	2,900	TON		
6	Furnish and Store Aggregate Surface Material _____ Per Lump Sum	76,600	TON		
7	Watering of Gravel Roads _____ Per Lump Sum	1	LS		
8	Truck Scale _____ Per Lump Sum	1	LS		

TOTAL BID AMOUNT 1 Through 8 (Numbers) \$ _____

(Words) _____

Section 2
Contract Forms

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CITY OF KOTZEBUE CONSTRUCTION CONTRACT

ITB #17-16: Cape Blossom Road Fill Material

This CONTRACT ("Contract"), between the City of Kotzebue, herein called the City, acting by and through the Contracting Officer, and

Company Name

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

a/an Individual Partnership Joint Venture Sole Proprietorship Corporation incorporated under the laws of the State of _____, its successors and assigns, herein called the Contractor, is effective the date of the signature of the Contracting Officer on this document.

The Contractor, for and in consideration of the payment or payments herein specified and agreed to by the City, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required in the construction of the above-referenced project as bid by the Contractor, which bid and prices named, together with the Contract Documents (as hereinafter defined) are made a part of this Contract and accepted as such. It is distinctly understood and agreed that no claim for additional work or materials, done or furnished by the Contractor and not specifically herein provided for, will be allowed by the City, nor shall the Contractor do any work or furnish any material not covered by this Contract, unless such work or materials is ordered in writing by the City. In no event shall the City be liable for any materials furnished or used, or for any work or labor done, unless the materials, work, or labor are required by the Contract or on written order furnished by the City. Any such work or materials which may be done or furnished by the Contractor without written order first being given shall be at the Contractor's own risk, cost, and expense and the Contractor hereby covenants and agrees to make no claim for compensation for work or materials done or furnished without such written order.

The bid amount accepted by the City is \$_____. Notwithstanding the foregoing, payment under this Contract shall not exceed _____ dollars (\$_____) for all base items, additional work, and change orders.

The Contractor further covenants and agrees that all materials shall be furnished and delivered and all work and labor shall be done and performed, in every respect, to the satisfaction of the City, on or before: _____. It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason, except with the written consent of the City, to complete the furnishing and delivery of materials and the doing and performance of the work before the aforesaid date, the City shall have the right to deduct from any money due or which may become due the Contractor, or if no money shall be due, the City shall have the right to recover _____ dollars (\$_____) per day for each calendar day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; such deductions be made, or sum to be recovered, not as a penalty but as liquidated damages.

The bonds given by the Contractor in the sum of \$_____ Payment Bond, and \$_____ Performance Bond, to secure the proper compliance with the terms and provisions of this Contract, are submitted herewith and made a part hereof.

The Contractor further covenants and agrees that the entire construction will be done under the administration of and to the complete satisfaction of the City subject to the inspection at all times and approval by any regulatory agency of the Local, State, or Federal Government of the United States of America, and in accordance with the laws of the

State of Alaska and the City of Kotzebue.

For purposes of this Contract, Contracting Officer means City Representative, Engineer, Owner's Representative or any other person designated by an officer of the City.

The Contractor is an independent contractor and not an employee or agent of the City.

Contract Documents shall have the meaning ascribed by the General Conditions of the Construction Contract, and include but are not limited to this Contract, associated Bid Documents and Contract Forms, the General Conditions of the Construction Contract, the Supplementary Conditions, and the following listed documents:

(1) Bid Schedule; (2) Special Provisions; (3) Technical Specifications, (4) Drawings, and (5) any Addendums to the Contract Documents issued during the bidding period.

IN WITNESS WHEREOF the parties hereto have executed this Contract and agree to its terms and conditions.

CONTRACTOR

Company Name

Signature of Authorized Company Representative

Typed Name and Title

Date

City of Kotzebue

Signature of Contracting Officer

Typed Name

Date

ATTEST

Agent, City of Kotzebue

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Company)

(Name of Corporation)

a _____, hereinafter called Principal and

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Grantor)

(Address of Grantor)

hereinafter called Owner, in 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, successors, and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 2016,
a copy of which is hereto attached and made a part hereof for the procurement of:

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 WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way 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 CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(Numbers)
one of which shall be deemed an original, this the _____ day of _____, 2016.

Principal

ATTEST: _____ By _____
(Principal's Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST: _____
(Surety's Secretary)

(SEAL)

(Witness as to Surety)

By _____
Attorney in Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Company)

(Name of Corporation)

a _____, hereinafter called Principal and

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Grantor)

(Address of Grantor)

hereinafter called Owner, in 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, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for the procurement of:

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 WORK

to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way 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 CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(Numbers)
one of which shall be deemed an original, this the _____ day of _____, 2016.

Principal

ATTEST:

(Principal's Secretary)
(SEAL)

By _____

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety's Secretary)
(SEAL)

By _____

(Witness as to Surety)

Attorney in Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the PROJECT is located.

EEO-1 CERTIFICATION

Federal-Aid Contracts

City of Kotzebue, Alaska

ITB #17-16: Cape Blossom Road Fill Material

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

PLEASE CHECK APPROPRIATE BOXES

The Bidder Proposed Subcontractor hereby CERTIFIES:

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

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

NO (go to PART B)

YES (go to PART C)

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

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

Telephone number: (757) 461-1213

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

NO

YES

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

PART C.

Signature of Authorized Company Representative

Title

Company Name

Company Address (Street or P0 Box, City, State, Zip)

Date

Phone Number

City of Kotzebue
CONTRACTOR CERTIFICATE OF COMPLETION

PROJECT TITLE: **ITB #17-16: Cape Blossom Road Fill Material**

OWNER PROJECT NO. _____ CONTRACT
NO. _____

CONTRACTOR: _____

This is to certify that I, _____, am
a duly authorized official of the said CONTRACTOR working in the capacity of _____
_____, and in my official capacity representing said CONTRACTOR
do hereby certify as follows:

1. The Work of the subject Contract above has been performed, and materials used and installed in every particular, in accordance with and in conformity to, the Contract Drawings and Specifications.
2. The Contract Work is now complete in all parts and requirements.
3. I understand that neither the determination by the Engineer-Architect that the work is complete nor the acceptance thereof by the Owner shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.
4. The Work to which this Certificate applies has been properly inspected and that Work is hereby declared to be complete in accordance with the Contract Documents.
5. The date of Completion is the date upon which all guarantees and warranties begin.
6. The Owner accepts the Project or specified area as described under "REMARKS," of the Project as complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

CONTRACTOR

CITY OF KOTZEBUE, OWNER

By: _____

By: _____

Project Manager

Date: _____

Title

Date: _____

By: _____

Contracting Officer

Date: _____

REMARKS:

**City of Kotzebue
CONTRACT RELEASE**

The undersigned, _____ for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF KOTZEBUE, ALASKA, a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

Project Name: **ITB #17-16: Cape Blossom Road Fill Material**

Project Number: _____

Contract Number: _____

The undersigned also intends hereby to discharge the City of Kotzebue from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersign's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt V. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Kotzebue against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Kotzebue.

The undersigned certified that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$ _____ as full and final payment in consideration for all services, materials and labor rendered in connection with this Contract.

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____
day of _____, 201__ .

Company

Signature

Title

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY that on this _____ day of _____, 201__,
before me, Notary Public in and for the State of Alaska, personally appeared

_____ of _____ and
acknowledged to me that he has read the foregoing RELEASE and knew the contents thereof to
be true and correct to the best of his knowledge and belief, and that he signed the same freely and
voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to
execute the foregoing document according to the Bylaws or by Resolution of said corporation.

WITNESS my hand and notarial seal this _____ day of _____, 201__.

Notary Public in and for Alaska

My Commission expires _____

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Section 3

General Conditions for Construction

Contracts

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**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

Instructions

Before you use any EJCDC document:

1. Read the License Agreement. You agree to it and are bound by its terms when you use the EJCDC document.
2. Make sure that you have the correct version for your word processing software.

How to Use:

1. While EJCDC has expended considerable effort to make the software translations exact, it can be that a few document controls (e.g., bold, underline) did not carry over.
2. Similarly, your software may change the font specification if the font is not available in your system. It will choose a font that is close in appearance. In this event, the pagination may not match the control set.
3. If you modify the document, you must follow the instructions in the License Agreement about notification.
4. Also note the instruction in the License Agreement about the EJCDC copyright.

License Agreement

You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

The Engineers Joint Contract Documents Committee ("EJCDC") provides **EJCDC Design and Construction Related Documents** and licenses their use worldwide. You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from **EJCDC Design and Construction Related Documents**.

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2. Use **EJCDC Design and Construction Related Documents** in printed form for bona fide contract documents.
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1. Reproduce and include EJCDC's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program. All proprietary rights in **EJCDC Design and Construction Related Documents** are and shall remain the property of EJCDC.
2. Not represent that any of the contract documents you generate from **EJCDC Design and Construction Related Documents** are EJCDC documents unless (i) the document text is used without alteration or (ii) all additions and changes to, and deletions from, the text are clearly shown.

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Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

There is no other warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

EJCDC does not warrant that the functions contained in **EJCDC Design and Construction Related Documents** will meet your requirements or that the operation of **EJCDC Design and Construction Related Documents** will be uninterrupted or error free.

Limitations of Remedies:

EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or
2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.

General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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**STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *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.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *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 Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *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.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to 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 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* 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 (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. 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 either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. 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 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. 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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. 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, 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 Owner or 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 Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. 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, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. 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 persons on the Site or who may be affected by the Work;
 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. 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 programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than 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, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than 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. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. 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.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. 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, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 Notice of Defects

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give 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. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed 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, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by 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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer’s action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. 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
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Section 4
Special Provisions

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**SECTION 4
SPECIAL PROVISIONS
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SECTION 4 SPECIAL PROVISIONS

4.01 General Statement

The Special Provisions set forth conditions and requirements unique to this Project and are supplemental to, and supersede, the City of Kotzebue General Conditions of the Construction Contract.

It shall be the responsibility of the Bidder to prepare his/her bid so all materials and/or different arrangements of connections or fittings shall harmoniously conform with the intent of the Contract Drawings, City of Kotzebue General Conditions of the Construction Contract and the Special Provisions.

4.02 Scope of Work

The Scope of Work: for this contract encompasses procurement and delivery of rip rap and aggregate materials required for completion of the Cape Blossom Road project. The work includes procurement of materials, transporting of materials to Kotzebue, and offloading and placement of materials in the area designated in the contract documents.

4.03 Alternative Barge Landing and Material Storage Site

The City will consider proposals to use alternative barge landing and materials storage sites after award of the contract. The proposals must demonstrate how the alternative sites will meet the requirements of these specifications regarding restoration and how traffic impacts on the community of the proposed access routes. Bids for the ITB #17-16: Cape Blossom Road Fill Material contract shall be based on the barge landing site and material storage site shown in the drawings in Appendix A.

4.04 Time of Completion

All work shall be completed in accordance with the Contract Documents by **October 15, 2017**.

- Contractor shall submit a detailed Work Plan to the Owner's Representative describing proposed schedule, sequencing, and methods to accomplish the Work while meeting the specified criteria. The Updated Work Plan must be submitted within 10 days after Notice To Proceed (NTP) is issued and prior to beginning Work.
- Preliminary delivery shall occur on or prior to **October 15, 2016**. *Preliminary delivery* is defined as delivery and placement in stockpiles of at least 5000 cubic yards of materials.
- Substantial project completion shall occur on or before **October 1, 2017**. *Substantial completion* is defined as materials delivered to the final storage site as specified in the contract documents, except final grading, final inspection and associated repairs/corrections.
- Final project completion shall occur on or before **October 15, 2017**. *Final project completion* is defined as all Work completed. This includes repairs/correction items identified at Substantial completion. If any additional repairs are required, the Contractor shall make these repairs immediately upon notification and prior to final application for payment.

4.05 Liquidated Damages

Liquidated damages will be assessed in the sum of **\$1,500 (one-thousand-five-hundred dollars) for each calendar day** after the completion date during which the Project remains substantially incomplete for those items scheduled for completion as noted above.

Substantial Completion: Substantial completion shall be defined as the stage in the progress of the work when the work is sufficiently complete in accordance with the Contract Documents so the Owner (City of Kotzebue) can occupy or use the facilities, or that which is the subject of the contract, for its intended use.

The Contractor acknowledges that the daily amount of the liquidated damages is not a penalty but rather is a reimbursement for damages that the Owner will sustain by reason of delayed completion. The

Contractor further acknowledges that the daily amount of liquidated damages is a reasonable alternative to the complex calculations that would otherwise be necessary to determine such damages.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

4.06 Special Site Conditions

The material storage site is located at the old dump site south of the airport as shown in Appendix A. The contractor will closely coordinate all work with the Engineer and the City.

The Contractor shall make his/her own arrangements for areas and facilities needed for storage of materials, supplies and equipment, parking and other activities. Snow removal, security, and fencing for the provided staging area shall be the sole responsibility of the Contractor. The Contractor shall hold the Owner harmless from all claims or complaints arising from the use of such areas. Public streets in or outside this project will not be used for any storage activities (equipment and materials) and/or exclusive vehicle parking without prior written approval from the Engineer.

Hours of Work shall be limited to 7am to 9pm unless approved by the City.

4.07 Hazardous Waste Generation

Every effort to minimize or eliminate the generation of hazardous waste shall be used by the Contractor in the performance of the work of this Contract in accordance with the Section entitled Temporary Erosion and Pollution Control. Unless there is no substitute, no hazardous materials shall be used in the performance of the work of this Contract. The Contractor will take all necessary precaution to avoid to release of petroleum based or other hazardous materials into the water and surrounding environment. The Contractor will be held responsible for any and all such spills and shall be liable for all associated clean-up work at no additional cost to the City.

4.08 Authority of the Engineer

The Engineer shall be the Owner's representative and shall observe the work in progress on behalf of the Owner and will be identified at the time the Notice to Proceed is issued. The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the Engineer shall not relieve the Contractor of his obligation to conduct comprehensive inspections of the work and to furnish materials and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract. The Contractor shall at all times carry out and fulfill the written instructions and written directions of the Engineer regarding the Contract Documents.

The Engineer shall in all cases make determinations on any and all questions which may arise concerning the quality, quantity, and acceptability of materials furnished, the Work performed, the rate of progress of the Work and the interpretation of Contract Documents.

4.09 Coordination and Schedule

The Contractor shall submit to the Engineer a schedule as required in General Conditions, Article 6.04, Anticipated Schedules and SECTION 013300 - SUBMITTALS. Updated schedules shall be submitted with Progress Payment requests.

If requested by the Kotzebue capital projects manager, and at no additional cost to the City, the Contractor's designated field Superintendent will be required to attend meetings of the City of Kotzebue City Council, or other meeting where the public is invited to attend. The purpose of attendance will be to inform the City and public members the current status and scheduling of events concerning the project.

A pre-construction conference will be held in Kotzebue following the Notice To Proceed. At that time the contractors anticipated work plan and schedule, shop drawing submittals, coordination with the Owner's representative, safety requirements and procedures, dispute resolution, changes and/or modifications

and other administrative and construction related items will be discussed.

4.10 Site Preservation, Restoration, Cleanup and Environmental Reporting

The Contractor shall be solely responsible for damage to public or private property caused by construction operations. The contractor shall take all precautions necessary to control dust. Contractor shall notify the City of any claims of damage, and shall clean and restore any property so damaged at the sole expense of the Contractor. All spills or releases of any oil or hazardous substance shall be reported to the appropriate governmental agency as well as notice to the City. Contractors shall be responsible for all associated clean-up costs and fines.

At all times during the work, keep the premises clean and orderly. Upon completion of the work, repair all damage caused by equipment and leave the Project free of rubbish or excess materials of any kind.

4.11 Permits

The Contractor will adhere to the provisions and stipulations set forth in all applicable permits. The following permit documents are included in Appendix B of the Contract Documents for reference and the final permits will be considered part of the Contract Documents:

4.12 Payment

Payments shall be in accordance with General Conditions, Payments to Contractor and Completion. All invoices for payment must include project name, project number, and contract number. If these are not included payment may be delayed. All invoices must reflect the information listed in the table below. Example:

Item #	Item	Unit	Unit Price	Plan		Previously Invoiced		This Invoice		Total To Date	
				Quantity	\$ Amt	Quantity	\$ Amt	Quantity	\$ Amt	Quantity	\$ Amt
1	Fill	CY	\$5.00	100	\$500	20	\$100	10	\$50	30	\$150

A 5% retainage from each Payment will held pending Final Payment.

Final Payment: Final payment will be made after all requirements for final completion as specified above and in Section 01700—*Contract Closeout* have been met.

4.13 Public Convenience and Access

The Contractor shall take all precautions necessary and install protective barriers, warning buoys, and/or warning signs to ensure public safety and continued access to adjacent areas to the project site.

4.14 Street Closures

If required, street closures and traffic control measures shall be made to offer the least possible interference to vehicular traffic. A Traffic Control Plan shall be delivered to the Engineer five (5) working days in advance of the closure or partial closure. Placement and design of signs, barricades and other devices to be furnished and used by the Contractor shall conform to the standards specified in the latest edition of the "Manual of Uniform Traffic Control Devices."

4.15 Utilities

Whenever the Contract Documents require permanent connections to be made to utility lines, the Contractor shall be responsible for making the connection to the utility line, or have the Utility Company make the connection, at the point(s) indicated on the Drawings. The Contractor shall be responsible for making all necessary applications to the Utility Company, for paying all fees and for performing any work associated with making the connections which is not performed by the Utility Company. The Contractor shall pay all costs for utility service prior to the Date of Substantial Completion.

The Contractor shall provide and pay all costs for temporary utilities including gas, water, telephone and electricity necessary to perform the work. The Contractor shall pay for these costs during periods of suspensions of work. The Owner does not represent that utility service is available to the site.

The Contractor shall provide and maintain temporary toilets and shall furnish drinking water, as required.

4.16 Shop Drawings and Submittals

The Contractor shall submit two copies of Shop Drawings required by the contract for review. One copy shall be produced on reproducible media such as vellum and one universal electronic media (e.g., such as, pdf, latest version of AutoCAD, etc.). The other copy may be of standard paper or bond materials. The Engineer will mark the reproducible copy in ink which will be returned to the Contractor for subsequent copying and distribution by the Contractor to suppliers and fabricators. Where feasible and legible in the opinion of the Engineer, shop drawings may be submitted on "reduced-size" media which is no greater in size than 11-inches by 17-inches to facilitate copying and expediting of marked shop drawings.

4.17 Storage Sites

The designated site for storage of materials shall be at the old dump site south of the airport as shown in Appendix A. Prior to placement of materials, the Contractor shall inspect the site in the company of the Owner's representative in order to coordinate suitable storage locations and arrangement of proposed stockpiles.

4.18 Superintendence by Contractor

The proposed Superintendent shall have documented experience on at least three similar projects. The Contractor shall submit a resume, statement of qualifications and reference names and telephone numbers for the proposed Superintendent for approval by the Engineer. Lack of suitable qualifying experience will be cause for rejection of the proposed Superintendent.

The approved Superintendent shall not be replaced without written approval of the Engineer. The Superintendent shall be on site (i.e. @ Kotzebue) when construction work is in progress.

4.19 Extensions Due to Delays and Suspension of Work

Kotzebue is located in a region that has a high potential for adverse winter weather conditions. It is possible that the work may be suspended due to adverse weather conditions. If this should occur, the Contractor may request a suspension of the work. Construction beyond the contract completion date as described in the section entitled, Time of Completion, will not be allowed. Where the work is suspended

due to adverse weather conditions, the Contractor shall not be entitled to additional compensation. Bids shall be premised on the specified contract completion dates as defined in these documents.

If the Contractor requests and is granted a suspension in the work, the construction site will be left in a condition that does not impede the safety of the general public. Cautionary signs and barricades will be erected as required. The Contractor shall be solely responsible for the protection of all stored materials (not incorporated into the work) against heavy snow loads and snow removal operations.

4.20 Responsibility for Damages

The Contractor shall be responsible for all damages to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by or that may result from any act, omission, or neglect of the Contractor, his Subcontractors, or his employees in the performance of the Work.

Minimum Insurance Limits:

- General Liability \$1,000,000
- Automotive Liability \$1,000,000
- United States Harbor Workers & Compensation Coverage
- Provide Additional Insured Endorsement for City and Engineer.

It is specifically understood between the parties executing the Contract that the Contract Documents do not make anyone a third-party beneficiary, nor does the Contract authorize anyone not a party to maintain a lawsuit for personal injuries or property damage.

4.21 Repair of Damages Caused by Contractor

All damage and injury to property that is caused by or that results from the carrying out of the Work, or from any act, omission, or neglect of the Contractor, his Subcontractors, or his employees, shall promptly be remedied by the Contractor either by the repairing, rebuilding, or replacing of the property damaged or in some other manner satisfactory to the owner of such property. In case of failure on the part of the Contractor to promptly and satisfactorily remedy such damage or injury, the City of Kotzebue may proceed to repair, rebuild, or replace such property as required and the cost thereof will be deducted from any monies due or which may become due the Contractor.

In applying the above provisions, the repairing, rebuilding, or replacing of damaged property shall be understood to include the providing of any temporary facilities that may be needed to maintain normal service until the required repairing, rebuilding or replacing is accomplished.

4.22 Use of Completed or Uncompleted Portions

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, prior to the date specified for completion, and such action and use shall not be considered an acceptance of that Work. If such use by the Owner causes additional expense to the Contractor and/or delay in the Work, the Contractor may be entitled to additional compensation and/or an extension of time. Claims for additional compensation or time extension shall follow the procedures set forth in General Conditions, Article 15, Claims and Disputes. The Owner shall be responsible for routine maintenance or damages caused by its use of such portions of the Work.

4.23 Dispute Resolution

The court venue shall be Second Judicial district, Kotzebue Alaska for dispute resolution.

END OF SECTION

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Section 5
Technical Specifications

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City of Kotzebue
ITB #17-16: Cape Blossom Road Fill Material
August 2016

TECHNICAL SPECIFICATIONS
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Section	Title
013300	Submittals
015700	Erosion Control and Pollution Prevention
017000	Contract Execution and Closeout
020000	Survey
310000	Earthwork for Barge landing
313700	Riprap Material
321100	Base Course Material

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SECTION 013300

SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures for all Contractor Submittals including but not limited to administrative Submittals, shop drawings and product data, samples, quality control, construction permits, manufacturer's instructions, construction photographs, and contract close-out Submittals.

1.2 DEFINITIONS

Work-related Submittals of this Section are categorized for convenience as follows:

- A. **Product Data:** Product Data include standard printed information on materials, products and systems not specially prepared for the Work, other than designation of selections from among available choices printed therein.
- B. **Shop Drawings:** Shop Drawings include specially prepared technical data for the Work, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to other contracts.
- C. **Samples:** Samples include both fabricated and unfabricated physical examples of materials, products and units of Work; both as complete units and as smaller portions of units of Work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.
- D. **Quality Control:** Quality Control Submittals include certificates of compliance, qualifications to perform work, successful testing, field samples, test reports, inspections and other documentation to substantiate the quality of work.
- E. **Miscellaneous Submittals:** Miscellaneous Submittals related directly to the Work (non-administrative) include construction permits, warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical Work records, copies of industry standards, records, drawings, field measurement data, operation and maintenance materials, overrun stock; and similar information, devices and materials applicable to the Work and not processed as Product Data, Shop Drawings, Samples, or Quality Control Submittals.

1.3 GENERAL SUBMITTAL PROCEDURES

- A. Shop drawings, product data, samples and similar Submittals are not Contract Documents. The purpose of their Submittal is to demonstrate for those portions of the Work for which Submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- B. Unless otherwise noted provide one hard copy or an electronic copy in PDF format of all submittals. The electronic copy shall have a descriptive file name that identifies the project and submittal subject.
- C. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's Representative's approval of shop drawings, product data, samples, or similar Submittals unless the Contractor has specifically informed the Owner's Representative in writing of such deviation at the time of Submittal and the Owner's Representative has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar Submittals by the Owner's Representative's approval thereof.

- D. The Contractor shall perform no portion of the Work requiring Submittal and review of shop drawings, product data, samples or similar Submittals until the respective Submittal has been approved by the Owner's Representative. Such work shall be in accordance with approved Submittals.
- E. Direct inquiries regarding procedure, purpose, or extent of Submittal to the Engineer.
- F. Required Submittals are specified herein. Additional Submittals may be established during the pre-construction conference.
- G. At any time, the City may authorize changes to procedures and requirements for Submittals, as necessary to accomplish specific purpose of each Submittal. Such authorization will be by Field Order or Request for Information.
- H. The Contractor shall schedule and make submissions in accordance with requirements of individual Specification sections and in such sequence as to cause no delay in Work or in work of other contractors.
- I. Identify variations from the Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- J. Identification of Submittals:
 - 1. All Submittals shall be transmitted with a pre-printed letter of transmittal form (attached) or other form approved by the Owner's Representative, dated and signed, with the job title and Sections(s) of the Specification requiring the Submittal clearly indicated.
 - 2. By signing the Submittal, the Contractor shall certify that review, verification of products required, field dimensions and coordination of information is in accordance with the Work as specified in the Contract Documents.
 - 3. Number each transmittal as in the following example: 027000-01-02
 - a. "027000" indicates Specification section reference.
 - b. "01" indicates Submittal number or reference paragraph for the particular Specification section.
 - c. "02" indicates number of times the particular Submittal has been submitted (i.e., revisions).
 - 4. Show date of submission and dates of previous submissions.
 - 5. Submit only information pertaining to one Specification section on each transmittal form.
 - 6. Show Project title and Owner's contract identification and contract number.
 - 7. Show names of Contractor, Subcontractor or Supplier, and manufacturer as appropriate.
- K. Schedule Submittals to expedite the project and deliver to Owner.
- L. Coordinate submission of related items.
- M. Incomplete Submittal Submissions:
 - 1. At Engineer's sole discretion, Engineer will either (a) return the entire Submittal for Contractor's revision/correction and resubmission, or (b) retain portions of the Submittal and request submission/resubmission of specified items or as noted thereon.
 - 2. Submittals which do not clearly bear Contractor's specific written indication of Contractor review and approval of Submittal or which are transmitted with an unsigned or uncertified submission form or as may otherwise be required under Contract Documents, will be returned to Contractor unreviewed for resubmission in accordance with Contract Documents.
 - 3. Delays, resequencing, or other impact to Work resulting from Contractor's submission of unchecked or unreviewed, incomplete, inaccurate or erroneous, or nonconforming

Submittals, which will require Contractor's resubmission of a Submittal for Engineer's review, shall not constitute a basis of claim for adjustment in Contract Price or Contract Times.

- N. Nonspecified Submissions: Submissions not required under these Contract Documents and not shown on submissions list will not be reviewed and will be returned to Contractor.
- O. Disposition of Submittals, Except Shop Drawings and Samples: Engineer will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:
 - 1. Accepted: Contractor may proceed to perform Submittal related Work.
 - 2. Rejected as Noted (Revise/Correct or Develop Replacement and Resubmit):
- P. In the event of conflict between this Section and the General Conditions, the more restrictive requirements shall apply.
- Q. Promptly identify variation from contract documents and product or system limitations which may be detrimental to successful performance or the completion of work.
- R. Distribute copies of reviewed Submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- S. Contractor's Review
 - 1. Before submission to Engineer, the Contractor shall review all Submittals and verify all dimensions, quantities, field measurements, field construction criteria, materials, catalog numbers and similar data, satisfy himself that adequate information is contained in the Submittal to fulfill the purpose intended, and shall check and coordinate the Submittal data with the requirements of the Work and the Contract Documents.
 - 2. All calculations and details shall be checked and signed off before being submitted for review. The Contractor is ultimately responsible for the correctness of the calculations and resulting drawings generated by himself or a subcontractor.
 - 3. After the above review, Contractor shall affix a dated notation (rubber or plastic inking stamp) over his signature to the effect that the above action has been taken and the Submittal is approved by him. Unsigned Submittals will be returned unapproved.
- T. Engineer's Review
 - 4. The Engineer will review and approve Shop Drawings, Project Data and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The approval of a separate item shall not indicate approval of an assembly in which the item functions.
 - 5. When professional certification of performance criteria for materials, systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. When a design professional or third party designer is required to provide specific design services for a portion of the Work, the designer shall be responsible for the adequacy of the design and the Engineer will rely upon such certification or notification by the designer that performed the Work.

1.4 ADMINISTRATIVE SUBMITTALS

- A. Administrative Submittals shall be provided to the Engineer. Administrative Submittals include Submittals required by Contract Documents that are not Shop Drawings or Samples, or that do not reflect quality of product or method of construction. Administrative Submittals may include, but will not be limited to, those Submittals identified below.
 - 1. Applications for Payment: Meet requirements of *General Conditions* and Measurement and Payment sections of the individual Specification sections.

2. Construction Progress Schedules

- a. Initial Progress Schedule: Submit initial progress schedule for review within five (5) days after date of Notice to Proceed. At a minimum the Progress Schedule shall include two bar charts or preliminary network analysis diagrams as follows:
 - 1). 30-Day Plan: Show major initial activities including, but not limited to, mobilization, Submittals for early product procurement and long lead time items, initial site work, and other activities anticipated in the first 30-day period after notice to proceed.
 - 2). Project Overview Plan: Show major components of the Work and the sequence relations between major components and subdivisions of major components. The chart shall indicate the relationship and time frames in which each phase will be substantially completed and placed into service in accordance with the Project Parts and Milestones. Sufficient detail shall be included for the identification of subdivisions of major components.
- b. Adjust, revise and resubmit the Progress Schedule as required. Submit revised schedule prior to weekly progress teleconference meeting and with each Application for Payment, identifying changes since previous version.
- c. Monthly Schedule Submissions: Include overall percent complete, projected and actual; and percent completion progress for each listed activity. This will be included with all pay applications.
- d. The Schedule shall be a detailed graphic representation of all activities that affect the progress of the Work. The level of detail shall be such that no activity shall have a duration longer than fifteen (15) calendar days, except for procurement and General Conditions activities or except as otherwise approved by the Owner's Representative.
- e. For all major equipment and materials supplied for this Project, the schedule shall show a sequence of activities including:
 - 1). Field investigation
 - 2). Site preparation
 - 3). Testing of equipment and materials
 - 4). Required dates of completion
 - 5). Procurement
- f. The schedule shall indicate an early completion date for each Part of the Project that is no later than the required completion date(s) specified in the *Special Provisions*. All activity durations shall be given in calendar days.
- g. The Construction network shall be in Critical Path Method format and the Critical Path shall be clearly identified.
- h. Indicate the beginning and completion date of each line item.
- i. Indicate estimated percent of completion for each item of work at each submission.

3. Schedule of Submittals:

- a. Within 5 days of contract award, prepare and submit (hardcopy and electronic format) a preliminary list of Submittals that identifies each Submittal required, the planned date of Submittal and the required date of return to maintain the construction schedule.
- b. Allow 5 working days of review by the Owner's Representative from the time of receipt of the Submittal to the time of mailing of the Submittal by the Owner's Representative.

- c. Submit to Engineer weekly (a) updated list if changes have occurred, otherwise submit a written communication confirming existing list, and (b) adjusted submissions reflecting submission activity planned for forthcoming time period. Coordinate with progress schedule updates.
4. Submittals Required by Laws and Regulations and Governing Agencies:
 - a. Submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.
 - b. Transmit to Engineer for Owner's records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and any governing agency.
5. Proposed Product List: Within 30 days from execution of the agreement between Owner and Contractor, submit a complete list of products proposed for use, with name of manufacturer, trade name, and model number of each product. For products specified only by reference standards, give manufacturer, trade names, model or catalog number, and reference standards.

1.5 SHOP DRAWINGS AND PRODUCT DATA (AS REQUIRED)

Unless otherwise noted, for each item below, Submittals shall be submitted to the engineer.

- A. Shop Drawings: Submit one hardcopy and one PDF electronic file. Reproducible will be returned with approval affixed and any changes marked up.
- B. Product Data: In manufacturer's brochures and catalogs, items being proposed for use are to be clearly marked. If not marked, this material will be returned for Resubmittal. Whenever possible, submit data in reproducible tracing form as specified for Shop Drawings. Original will be returned to Contractor approved or with comments.
- C. Excessive Review: Review of the first submission and two resubmissions of Shop Drawings, Product Data, test procedures, and training plans, etc. will be performed by Engineer and Engineer's Consultants, as appropriate, at no cost to Contractor. Subsequent additional resubmissions of such Submittals will be reviewed by Engineer and Engineer's Consultants; however, Engineer will document work hours and other expenses required to perform such additional review(s) and Contractor shall reimburse Owner for actual invoiced costs.
- D. Substitute and "Or-Equal" Items: The Engineer's approval of Shop Drawings or Product Data does not relieve the Contractor of responsibility for any deviation from the Contract Documents unless the Contractor has informed the Engineer in writing of the specific deviation and the Engineer has approved the specific deviation in writing. Errors and omissions that may occur in the Shop Drawings are the responsibility of the Contractor. The Contractor is not relieved of this responsibility by the Engineer's approval of the Shop Drawings. Product Data for equipment approved by the Engineer shall not in any case supersede the Contract Documents. The approval by the Engineer shall not relieve the Contractor from responsibility to correct deviation from Drawings or Specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission and secured the Engineer's written approval, nor shall it relieve him from responsibility to correct errors of any sort in the items submitted.
- E. Submit Shop Drawings and Product Data to Engineer as specifically required by individual Specification sections for equipment and materials to be furnished under these Contract Documents.
- F. Collect required data into one Submittal for each unit of Work or system; and mark each copy to show which choices and options are applicable to Work. Include manufacturer's standard printed recommendations for application of labels and seals, notation of field measurements which have been checked, and special coordination requirements.

G. Identify and indicate:

1. Applicable products, models, options, and other data. Supplement manufacturer's standard data to provide all information unique to this project.
2. Pertinent drawing sheet(s) and detail number(s), products, units and assemblies, and system or equipment identification or tag numbers.
3. Critical field dimensions and relationships to other critical features of Work.
4. Each deviation or variation from Contract Documents.

H. Resubmissions:

1. Clearly identify each correction or change made.
2. Shop Drawings:
 - a. Revise initial drawings as required and resubmit as specified for initial Submittal.
 - b. Indicate on drawings any changes which have been made other than those requested by Owner's Representative.
3. Indicate on the drawings a sequential number or letter which corresponds to the revision number of the drawing.

I. Preparation:

1. Format: Whenever possible, schedule for and combine Shop Drawings and Product Data required for submission in each Specification section or division into a single Submittal package. Also combine product data for like items into a single Submittal package.
2. Present in a clear and thorough manner and of sufficient detail to show kind, size, arrangement, and function of components, materials, and devices and compliance with Contract Documents. Identify details by reference to sheet and detail, and schedule shown on Drawings.
3. Product Data: Clearly mark each copy to identify pertinent products or models and show performance characteristics and capacities, dimensions and clearances required, diagrams and controls, and external connections, anchorages, and supports required.
4. Equipment and Component Titles: Identical to title shown on Drawings.

J. Disposition: Engineer will review, mark, and stamp Shop Drawings and Product Data as appropriate and distribute marked-up copies as noted.

1. Approved as Submitted (for incorporation in Work):

Contractor may begin to implement (a) activities to incorporate specific product(s) or (b) Work covered by Shop Drawing and Product Data as shown on approved Shop Drawing and Product Data.
2. Approved as Noted (for incorporation in Work):

Contractor may begin to implement (a) activities to incorporate product(s) or (b1) Work covered by Shop Drawing and Product Data and in accordance with Engineer's notations on Shop Drawing and Product Data.

 - d. Revise copies of Submittal data in operation and maintenance manuals according to exceptions as noted.
3. Disapproved:
 - a. Revise/Correct and Resubmit or Develop Replacement and Submit:

Contractor is responsible to revise, correct, and to resubmit Shop Drawing (in same manner and quantity as specified for original submission).
 - b. Shop Drawing and Product Data are not approved.

4. Incomplete:
 - a. Complete and Submit or Resubmit Missing Portion(s):
 - 1) Engineer will retain copies of incomplete Submittal and transmit a written list of deficiencies.
 - 2) Contractor shall submit specified item(s) to correct the incomplete Submittal
 - b. Shop Drawing and Product Data not approved.

1.6 SAMPLES

- A. Samples: Submit two samples, unless otherwise specified in individual Specification section or in sufficient quantity and of size to enable examination as required and to establish quality or equality thereof.
- B. Provide units identical with final condition of proposed materials or products for the Work.
- C. Include "range" samples (not less than three units) where unavoidable variations must be expected, and describe or identify variations that must be expected, and describe or identify variations between units of each set.
- D. Provide full set of optional samples where Engineer's selection is required. Prepare samples to match Engineer's sample where so indicated.
- E. Contractor is responsible for safe and proper delivery of Samples and to prepay cartage charges. Submit additional Samples as may be required.
- F. Identification: Clearly indicate Specification section, generic description, source or product name and manufacturer limitations, limitations, compliance with standards, certification as required and other appropriate information. Samples are submitted for review and confirmation of color, pattern texture, and kind/type by Engineer.
- G. Engineer will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of the Contractor.

1.7 QUALITY CONTROL SUBMITTALS

- A. Certificates:
 1. Manufacturer's Certificate of Compliance:
 - a. When specified in individual Specification sections or where products are specified to a recognized standard or code, submit to Engineer for review prior to shipment of product or material to the site.
 - b. Engineer may permit use of certain materials or assemblies prior to sampling and testing if accompanied by accepted certification of compliance.
 - c. Signed by product manufacturer certifying that materials manufactured, and product specified conforms to or exceeds specified requirements and intent for which product will be used. Submit supporting reference data, affidavits, and certifications as appropriate.
 - d. May reflect recent or previous test results on material or product, but must be acceptable to Engineer. If these are outdated and/or not acceptable to Engineer, the Contractor shall submit to the Engineer the new certificates and test results on materials or product.
 - e. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
 - f. Contractor shall be responsible for removing and replacing unsuitable material with specified material if certification is inaccurate.

2. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in the individual Specification sections.
- B. Manufacturer's Instructions: When specified in individual Specification sections, submit copies of manufacturer's printed instructions for delivery, storage, assembly, installation, adjusting and finishing.
- C. Statements of Qualification: Evidence of qualification, within five (5) days of bid opening, certification, or registration. As required in these Contract Documents to verify qualifications of land surveyors, materials testing laboratories, specialty Subcontractors, trades, specialists, installers, and other professionals.
- D. Field Samples: Provide as required by individual Specifications and as may be required by Engineer during progress of Work.
- E. Written Test Reports and Inspection: As a minimum, include the following:
 1. Classify each as either "project related" or Product Data, depending upon whether report is uniquely prepared for project or a standard publication of workmanship control testing at point of production, and process accordingly.
 2. Date of test and date issued, Project title and number, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.
 3. Date and time of sampling or inspection and record of temperature and weather conditions.
 4. Identification of product and Specification section, location of Sample, test or inspection in the Project, type of inspection or test with referenced standard or code, certified results of test.
 5. All test equipment used shall be verified to be in calibration at the time of each test and test reports shall so indicate. No test shall be made without such verification.
 6. Compliance with Contract Documents, and identifying corrective action necessary to bring materials and equipment into compliance.
 7. Provide an interpretation of test results, when requested by Engineer.

1.8 MISCELLANEOUS SUBMITTALS

- A. Construction Permits: Acquire, maintain, and submit copies of all construction permits that are required by the agencies to execute the Work.
- B. Contractor's Daily Field Report: Submit on a bi-weekly basis, and Include work force, equipment spread, work activity, weather, material shortages and schedule progress.
- C. Manufacturer's Instructions: When specified in individual Specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing. Identify any conflicts between manufacturers' instructions and Contract Documents.
- D. Standards:
 1. Where copy Submittal is indicated, and except where specified integrally with Product Data Submittal, submit a single copy for Engineer's use.
 2. Where workmanship at project site and elsewhere is governed by standards, furnish additional copies to fabricators, installers, and others involved in performance of the work.
- E. Construction Photographs: Document, by digital photography, pre-construction conditions prior to arrival of equipment on site. Following completion of work, document post-

construction conditions. Submit digital photographs on CD-Rom following completion of work.

1.9 CONTRACT CLOSEOUT SUBMITTALS

- A. In accordance with the *General Conditions*, *Special Conditions*, Section 01720—*Record Documents*, and as may be further augmented by other Sections of this Contract.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

PART 4 - MEASUREMENT AND PAYMENT

Activities associated with Submittal of materials in accordance with these Specifications are incidental to the Work and no separate payment will be made under this Section.

END OF SECTION - 013300

TRANSMITTAL OF CONTRACTOR'S SUBMITTAL

(ATTACH TO EACH SUBMITTAL)

DATE: _____

TO: _____

Submittal No.: _____

New Submittal Resubmittal

Previous Submittal No.: _____

Project: _____

FROM: _____
 Contractor

Project No.: _____

Specification Section No.: _____

(Cover only one section with each transmittal)

Schedule Date of Submittal: _____

SUBMITTAL TYPE: Shop Drawing Administrative Sample
 Quality Control Contract Closeout "Or-Equal"/Substitute
 Product Data

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

CONTRACTOR hereby certifies that (i) CONTRACTOR has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

By: _____

CONTRACTOR (Authorized Signature)

SECTION 015700

EROSION CONTROL AND POLLUTION PREVENTION

PART 1 GENERAL

1.1 SUMMARY

- A. The work under this section consists of providing all labor and materials as required to provide erosion control and pollution prevention during construction and surrounding each construction area with means of protection from spills, contamination, pollution, hazardous materials contamination, erosion, and silt intrusion into the local water bodies. The work includes those items required to comply with State of Alaska Water Quality Regulations 18ACC70 and 19AAC70.010 through 18ACC70.032 and those items required to comply with ADEC water quality certification for the conditions of the construction permit.
- B. The work includes the preparation and implementation of an Erosion Control and Pollution Protection Plan.
- C. The work also includes preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) which complies with the APDES general permits for storm water discharge from construction activities as outlined in the Clean Water Act, 33, U.S.C. 1251 including all amendments and updates.
- D. The SWPPP shall be submitted to the Engineer.
- E. The Contractor shall also include provisions to minimize the risk associated with possible spills of petroleum products from the machinery, paint, solvents, fuel or other potentially hazardous materials used on this project.
- F. The Contractor shall conduct all construction activities in accordance with the approved Erosion Control and Pollution Prevention Plan and shall keep a copy of the plan at the job site at all times.

1.2 REFERENCES

- A. ADOT & PF Storm Water - Contractor Guidance for Preparing and Executing Stormwater Pollution Prevention Plans, most recent edition, from ADOT & PF, 3132 Channel Drive, Juneau, AK. 99801.
- B. 40 CFR 117
- C. 40 CFR 302
- D. State of Alaska Water Quality Regulations 18ACC70 and 19AAC70.010 through 18ACC70.032
- E. Clean Water Act, 33, U.S.C. 1251

1.3 SUBMITTALS

- A. Ten days prior to any site work other than surveying, the Contractor shall submit an Erosion Control and Pollution Prevention Plan for acceptance. The plan shall include details for the prevention of spills, containment, cleanup, and disposal of hazardous waste material (see 40 CFR 117 and 302 for listing), including petroleum products generated by construction activities or equipment. Include a list of quantities and types of equipment and materials available onsite to be used for hazardous substance containment and cleanup. Comply with 18 AAC 75 and Title 46 of the Alaska Statutes. This plan shall, as a minimum, include the following:
 - 1. Plan for installation of temporary erosion and sediment control measures, in accordance with the Alaska Department of Transportation

and Public Facility's Storm Water Manual, including, but not limited to the following activities:

- a. Excavation and embankment construction
 - b. Construction of temporary and permanent drainage features
 - c. Construction and trenching in and around water bodies
 - d. Haul roads and material sites.
 - e. Disposal of waste material.
 - f. Containment, cleanup, and disposal of such substances as well as the methods to be utilized for disposing of petroleum products or other hazardous substances generated by construction equipment or activities. The plan shall also include a list of the quantities and types of materials available on site to be utilized for hazardous substance containment and cleanup activities.
- B. The Contractor shall submit a SWPPP that complies with APDES requirements.
- C. The Contractor shall also prepare a Notice of Intent (NOI) for storm water discharge associated with construction. The Contractor shall deliver a copy of the NOI and SWPPP to the Alaska Department of Environmental Conservation (ADEC). The contractor shall prepare a Notice of Termination (NOT) once final stabilization of the site has occurred and shall deliver the NOT to the ADEC. Submit copies of each notice to the Engineer.

1.4 CONSTRUCTION REQUIREMENT

- A. Limit the surface area of earth material exposed by clearing and earthwork operations. Provide immediate measures to prevent contamination of any adjacent water bodies. Use temporary erosion and pollution control Best Management Practices (BMP's), when required, to supplement permanent control features on the project.
- B. Appropriate protection measures such as silt fences, intercepting embankments jute matting, seeding, sodding, and emergency oil absorption materials shall be installed and or stationed on site prior to commencing construction. Following construction each effected site shall be returned to its pre-construction condition.
- C. The Contractor shall be responsible for the containment, cleanup, and disposal of all construction related discharges of petroleum fuels, oil, and/or other substances hazardous to the land and water. Performance of this activity shall comply with the requirements of 18 AAC 75 and Title 46 of the Alaska Statutes.
- D. The Contractor shall limit the surface area of earth material exposed by clearing and grubbing, excavation, borrow, and fill operations. The Contractor shall provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams, lakes, ponds, or other areas of water impoundment. As necessary, such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control devices or methods as necessary to control erosion. Temporary pollution control measures shall be used to correct conditions that develop during construction, that are needed prior to installation of permanent pollution control features, but are not associated with permanent control features on the project.
- E. The Contractor shall be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in his accepted schedule.

- F. Where erosion is likely to be a problem, clearing and grubbing operations shall be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise temporary erosion control measures may be required between successive construction stages.
- G. The Contractor shall limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finish grading and other such permanent pollution control measures current in accordance with the accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 CONSTRUCTION

- A. Contractor is responsible for maintenance of all graded areas for the duration of the project, whether protected or not. Developed or unprotected areas that remain unplanted shall receive erosion control protection.
- B. Type and extent of erosion control will be as specified in the Erosion Control and Pollution Prevention Plan or as shown on the drawings. Contractor is responsible for maintenance of all graded areas for the duration of the project, whether protected or not.
- C. Required erosion control measures shall be established within 48 hours before construction begins. Finish grade shall be free of vehicle ruts or displacement of gravel. Areas subjected to vehicle traffic shall be reworked to the satisfaction of the Engineer.

PART 4 MEASUREMENT AND PAYMENT

- A. Measurement for this item shall be per lump sum and shall be full payment for all labor, equipment, materials, including planning and implementation to provide a complete written Erosion Control and Pollution Prevention Plan in accordance with all applicable laws and regulations and all labor, materials, and equipment associated with implementing all of the elements of the Plan. Implementation of the plan during construction should be considered incidental to the applicable portions of construction.
- B. Payment will be made under the following bid items:

<u>Item</u>	<u>Pay Unit</u>
Erosion Control and Pollution Prevention Plan	Lump Sum

END OF SECTION

**SECTION 017000
CONTRACT EXECUTION AND CLOSEOUT**

PART 1 – GENERAL

1.1 DESCRIPTION

- A. Administrative provisions and closeout submittals required for Substantial Completion and Final Acceptance.

1.2 SEQUENCE OF WORK

- A. Sequence Work as follows:
- B. Include the milestones and sequences of Work specified herein as a part of the Construction Progress Schedule required under Section 013300—Submittals, Paragraph ADMINISTRATIVE SUBMITTALS.
1. Substantial and final project completion shall occur as outlined in the special provisions.

1.3 SUBSTANTIAL COMPLETION

- A. When Contractor considers the work is substantially complete, he shall submit to the City's representative:
1. A written notice that the work, or designated portion thereof, is substantially complete and a letter of certification stating the Project has been constructed in accordance with the Contract Documents; and,
 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the City's representative will determine the status of completion on the basis of his on-site observations.
- C. Should the City's representative determine that the work is not substantially complete:
1. The City's representative will promptly notify the Contractor in writing, giving the reasons therefore;
 2. Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City; and,
 3. The City's representative will re-evaluate the work.
- D. When the City's representative concurs that the work is substantially complete, he will:
1. Prepare a Certificate of Substantial Completion accompanied by Contractor's list of items to be complete or corrected, as verified and amended by the City's representative; and
 2. Submit the Certificate to Contractor for his written acceptance of the responsibilities assigned to them in the Certificate.

1.4 FINAL INSPECTION

- A. When Contractor considers the work is complete, he shall submit written certification that:
1. Contract Documents have been reviewed;
 2. Work has been inspected for compliance with Contract Documents;

3. Work has been completed in accordance with Contract Documents;
 4. Work is completed and ready for final inspection.
- B. The City's representative will make an on-site visit to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the City's representative consider that the work is incomplete or defective:
1. The City's representative will promptly notify the Contractor in writing, listing the incomplete or defective work;
 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the City that the work is complete; and
 3. The City's representative will re-evaluate the work.
- D. When the City's representative finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.5 CONTRACTOR'S CLOSEOUT SUBMITTALS TO THE CITY

- A. General: Submit all Closeout Submittals prior to application for final payment. Complete payment will not be made to the Contractor unless accurate and complete closeout submittals are received as specified.
- B. Survey data: Any survey data submitted electronically shall be plotted on a base map that will be provided by the Owner's Representative upon request.
- C. Extra Materials: Provide all extra materials as specified in the individual technical specification sections.
- D. Evidence of Payment and Release of Liens: To meet requirements of General and Supplementary Conditions.
- E. Certificate of Insurance for Products and Completed Operations.
- F. Consent of Surety to Final Payment.

1.6 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final progress and quantity calculation sheet and application and certificate for payment to the City.
- B. Statement shall reflect adjustments to the Contract Sum, if applicable, as follows:
 1. The original Contract Sum;
 2. Additions and deductions resulting from
 - a. Previous change orders
 - b. Deductions for uncorrected work
 - c. Other adjustments;
 - d. Total Contract Sum, as adjusted;
 3. Previous payments; and
 4. Sum remaining due.

1.7 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the conditions of the contract.

- B. Final payment will not be paid until all items of Paragraph 1.5 in this section have been submitted to the satisfaction of the City.

1.8 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.9 CLOSEOUT OF CONTRACTOR'S RECORDS

- A. Contractor shall turn all pertinent records for Contractor Quality Control, over to the City after final acceptance inspection and prior to final payment. Final payment shall be contingent upon properly completing this activity.

1.10 WARRANTIES AND BONDS

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. At completion of Work or of a part thereof and immediately prior to Contractor's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to Contractor's notice of completion, clean entire site or parts thereof, as applicable.
 - 1. Leave the Work and adjacent areas affected in a cleaned condition satisfactory to the City's Representative.
 - 2. Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.
 - 3. Repair or replace any damaged fences, gates, equipment, roads, etc.
 - 4. Leave water courses and ditches open and in condition satisfactory to Owner's Representative.

PART 4 - MEASUREMENT AND PAYMENT

All items involving material and equipment will be paid for within their respective Sections as applicable. All costs associated with Project Closeout will be incidental to the Work. No direct costs will be considered associated with Contract Closeout and no separate payment will be made under this Section.

END OF SECTION - 017000

SECTION 020000

CONSTRUCTION SURVEY

PART 1 – GENERAL

- A. All survey work shall be performed by a third party Survey Subcontractor retained by the Contractor. All survey work performed shall be under the direct supervision of an Alaskan Registered Professional Land Surveyor working for the Survey Subcontractor.
- B. Construction survey shall include a pre-dredge survey of sufficient quality and detail to determine if the barge landing approach at the temporary barge facility at the Airport has adequate depth. This survey shall be completed within 30 days following Notice to Proceed. The survey shall consist of a centerline profile and cross sections of the existing sea bottom. Cross sections shall be extended to at least 50 feet to each side of the barge landing centerline. The profile shall extend seaward to a depth of -30 feet, or as determined by the City's representative. This survey shall be tied to the local datum and Mean Low Water Elevation to determine if dredging will be required prior to shipment of materials by barge. A post dredging survey, if required, will be paid for in a future change order. These surveys will be sealed and submitted to the owner's representative before and after the dredging.
- C. Construction survey shall include an as-built survey of the existing beachfront and riprap revetment at the proposed barge landing as shown on drawing C-2 in Appendix A. The survey shall extend up and down the beach 100 feet on each side of the proposed barge landing centerline. Survey shall extend to the east shoulder of the access road above the beach and below the high tide line along the beach. This survey shall be completed prior to any ground disturbance by the contractor.
- D. Construction survey shall include a pre-construction topographic survey of the existing ground at the proposed stockpile location, and a final survey conducted after all material has been placed in the stockpiles.

1.2 QUALITY ASSURANCE

- A. It is the Contractor's responsibility to establish or check all survey control prior to starting any survey activity to ensure the project is properly located and constructed according to the construction documents. If discrepancies are found between the control and the construction documents, the Contractor shall notify the Engineer immediately.
- B. The Contractor is responsible for preserving and protection all monuments and reference points. In the event of their loss or destruction, the Contractor shall pay all costs for their replacement.
- C. Final survey as-built of stockpiles shall be completed after contractor has placed final material and shaped stockpiles into uniform shapes.

1.3 Submittals

- A. Submit the name and registration number of the registered surveyor in responsible charge of the survey work.
- B. Submit pre and post (if required) dredge surveys.
- C. Submit a pre-construction as-built survey at the proposed barge landing of the existing beach and riprap revetment.
- D. Submit existing site survey of stockpile location.
- E. Submit a final as-built survey of the material stockpile as described above.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.1 SURVEY

A. The Contractor shall provide sufficient control for all surveys, and incidental construction.

PART 4 – MEASUREMENT AND PAYMENT

4.1 Measurement

The method of measurement for surveying services shall be a lump sum cost item on the bid schedule, to be measured at the completion of this project. The lump sum cost for Survey Measurement shall include all project control, and as built surveys as required by the contract documents.

4.2 Payment

Payment shall be made under the following units:

ITEM	UNIT
Construction Survey	Lump Sum

END OF SECTION 020000

SECTION 310000

EARTHWORK FOR BARGE LANDING

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. This work consists of the earthwork required to construct a temporary barge landing and to provide an access route to the stockpile site. This work includes the temporary removal of riprap rock material from the shoreline, construction of a temporary gravel ramp on the beach, installation of a truck scale, and maintenance of an access route between the barge landing and the material storage site. Maintenance of the access route includes placement of signage and daily watering of the gravel road. Also included is removal of temporary barge landing, restoration of the beachfront, and replacement of the existing riprap to pre-project conditions.

1.2 RELATED SECTIONS

- A. The Work of the following Sections is related to the Work of this Section. Other Sections, not referenced below, may also be related to the proper performance of this Work. It is the Contractor's responsibility to perform the Work required by the Contract Documents.
- B. Section 013300 – Submittal Procedures
- C. Section 015700 – Erosion Control and Pollution Prevention

1.3 REFERENCES

- A. Drawings and Specifications
- B. Alaska Department of Transportation and Public Facilities (ADOT&PF) Standard Specifications for Highway Construction (SSHC), 2015 edition.

1.4 QUALITY ASSURANCE

- A. Contractor shall arrange for as-built survey of the barge landing area prior to construction of a temporary barge ramp to document the existing conditions of the beach and riprap revetment.

1.5 SUBMITTALS

- A. Section 013300 – Submittal Procedures: Requirements for Submittals
- B. Submit a work plan with details for installation and removal of the temporary barge landing, including details on removal and replacement of riprap rock. Submit at least 2 weeks prior to commencement of work.
- C. Submit a work plan showing location of the proposed truck scale. Submit at least two weeks prior to installation of the truck scale. Include in the submittal the following information on the proposed scale:
 - 1. Owner of the scale.
 - 2. Manufacturer's name, model serial number, maximum capacity, and type of scale (single beam, double beam, self-reading, etc.).

3. Date(s) the scales were installed and/or adjusted.
 4. Scale service company inspections and accuracy checks (attach copy).
 5. Division of Measurement Standards inspections and accuracy checks (attach copy).
 6. Time and dates of notification of any malfunctions
- D. Submit a traffic control plan, including traffic control signs, warning signs, and barriers. This includes traffic control at the barge landing access point and at the materials storage site entrance from the access road. Include the location of the truck scale in the traffic control plan.

PART 2 PRODUCTS

2.1 IMPORTED MATERIAL

- A. Imported fill required to construct a barge landing ramp shall be the responsibility of the Contractor.
- B. Fill material for the temporary barge ramp shall be gravel material Type B as per the ADOT&PF standard specifications:

“Aggregate containing no muck, frozen material, roots, sod or other deleterious matter and with a plasticity index not greater than 6 as tested by ATM 204 and ATM 205. Meet the following gradation as tested by ATM 304. Sieve percent passing by weight no. 200 0-10% determined on the minus 3-inch portion of the sample.”
- C. Contractor shall be responsible to replace existing riprap revetment to pre-construction condition. Lost or damaged riprap due to mishandling of material by the Contractor shall be replaced and paid for by the Contractor.

2.2 TRUCK SCALE

- A. The truck scale shall be State certified. The scale and electronic computerized weighing system shall comply with requirements of ADOT& PF Standard Specifications for Highway Construction, 2015 edition, Section 109-1.02 Measurement for Quantities.

PART 3 EXECUTION

3.1 GENERAL

- A. Request underground utilities to be located and marked within and surrounding construction areas no less than three working days before performing underground Work within the project area.
 1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Coordinate with the Owner’s Representative and utility companies in keeping respective services and facilities in operations. Repair damaged utilities to satisfaction of utility owner.
 2. Provide a minimum 48-hour notice to utility company and the contracting officer before interrupting any utility.

3. Maintain and protect existing utilities to remain.

3.2 PREPARATION

- A. The Contractor shall ensure environmental and site control measures are in place and working properly before the start of work.
- B. Protect structures, utilities, walkways, pavements, and other facilities from damage caused by the work.
- C. Prevent surface water and groundwater from entering excavations, from ponding on prepared subgrades, and from flooding the project site and surrounding area.
- D. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
- E. All excavation shall occur within the work area as identified on the drawings.
- F. Provide traffic control signs and barriers, per the traffic control plan, prior to transport of materials from the barge site to the storage site.

3.3 WATERING OF GRAVEL ROAD

- A. The Contractor shall water the gravel access road between the barge landing and material storage site once per day, on days when active hauling is occurring.

3.4 OPERATION OF TRUCK SCALE

- A. The Contractor shall be responsible for operation and maintenance of the truck scale, electronic computerized weighing system, and power.
- B. Operation of the truck scale and electronic computerized weighing system shall comply with requirements of ADOT& PF Standard Specifications for Highway Construction, 2015 edition, Section 109-1.02 Measurement for Quantities.

3.5 REMOVAL OF RIP RAP AT BARGE LANDING

- A. Do not remove riprap prior to completion of the pre-construction as-built survey of the riprap and waterfront.
- B. Remove and stockpile riprap rock carefully to avoid breaking of rock. Do not use methods likely to cause segregation.

3.6 EXCAVATING

- A. All excavations, trenching, and shoring shall comply with the rules and regulations as established by OSHA Construction Safety and Health Regulations 29 CFR, Part 1926, Subpart P, Excavation, Trenching and Shoring. OSHA Pamphlet 2226, Excavation and Trenching Operations, can be used as an additional aid.
- B. Dewatering
 1. Discharge of water from the work area shall be in accordance with the Construction Stormwater Pollution Prevention Plan and the Contractor's Temporary Erosion and Sedimentation Control Plan. Discharge of waters shall

be undertaken such that no damage occurs to temporary or permanent drainage control features, and there is no unacceptable discharge of sediment off site.

- C. Handling and Disposal of Unsuitable Soils
 - 1. All unsuitable excavated material and debris shall be properly disposed of at a location approved by the Owner's Representative.

3.7 STOCKPILING

- A. The Contractor shall stockpile removed riprap rock (from barge landing) at areas designated in the project drawings or approved by the Owner's Representative.
- B. Install stormwater controls around the perimeter of areas of stockpiled materials prior to placement of materials.
- C. Do not place stockpiled materials until the condition of the underlying surface has been accepted by the by the Owner's Representative.

3.8 RESTORATION

- A. The Contractor shall remove the barge landing prior to final completion of the project.
- B. Material placed for a barge landing ramp shall be removed prior to project closeout. Material removed from the site shall be disposed in an area approved by the Owner's Representative.
- C. The Contractor shall replace all removed riprap. Re-grade underlying embankment as needed prior to placement of riprap. Place stones to the thickness determined by the pre-construction as-built survey prior to removal. Match the existing riprap toe, existing riprap thickness, and existing height of riprap on either side. Replace underlying filter fabric/filter rock to match existing. Damaged filter fabric shall not be re-used, but shall be replaced. Place riprap in a well-graded mass with a minimum of voids. Fill in unacceptable voids with smaller stones. Place riprap to its full course thickness in one operation. Avoid displacing the underlying material. Do not place riprap with methods likely to cause segregation.
- D. Manipulate the rock sufficiently using a backhoe, rock tongs, or other suitable equipment to secure a reasonably regular surface and stability.
- E. The outer face (plane) of the replaced riprap shall match the outer surface (plane) of the riprap on either side.
- F. Materials placed for access routes constructed above the tidelands, including upland areas, shall be removed prior to project closeout.
- G. Areas used to temporarily store stockpiled riprap or other materials shall be restored to pre-construction condition.
- H. Restore the beach to pre-project condition.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Measurement for Earthwork for Barge Landing includes all equipment, materials and labor for performing the work to install a temporary barge landing, maintenance of access roads (traffic control), and restoration of barge landing site.
- B. Watering of Gravel Roads includes the cost to water the gravel access road between the barge landing and stockpile site a minimum of one time per day when trucks are actively hauling.
- C. Measurement for Truck Scale will include all costs to install, operate, and maintain the truck scale and electronic computerized weighing system.

4.2 PAYMENT

- A. The cost to import riprap material for restoration of the barge landing area due to lost or damaged riprap material for shall be subsidiary to the pay item Earthwork for Barge Landing.
- B. Payment shall be made under the following units:

<u>Item</u>	<u>Pay Unit</u>
Earthwork for Barge Landing	Lump Sum
Watering of Gravel Roads	Lump Sum
Truck Scale	Lump Sum

END OF SECTION 310000

SECTION 313700

RIPRAP MATERIAL

PART 1 GENERAL

This section includes the labor and equipment to procure, transport, and stockpile of 2,900 tons of Class II riprap rock. Riprap shall meet requirements the State of Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, 2015 edition, and as described in this section.

1.1 SUBMITTALS

The following shall be submitted in accordance with Section 01300 – Submittals.

- A. Pre-delivery Submittals
 - 1. Rock Quality. Laboratory results of tests specified to identify quality of materials.
- B. Samples:
 - 1. Submit 150 pound sample of armor rock materials to testing laboratory.
 - 2. Submit 150 pound sample to the State of Alaska Department of Transportation and Public Facilities (ADOT&PF), Northern Region.
 - 3. Test Reports. Report shall include certified and complete test results stating the rock quality meets requirements.

1.2 QUALITY ASSURANCE

- A. Furnish riprap material from single source throughout the Work.
- B. Samples shall be tested per the AASHTO T 96 procedure.
- C. Assist the Owner's representative at the quarry site to determine if the riprap meets gradation and shape requirements of the specification.

PART 2 PRODUCTS

2.1 Materials

- A. Class II Riprap: Shall be obtained from an approved source, and shall be free from Unsuitable Materials. Rock, after processing, shall be hard, angular, and have no more than 50% wear at 500 revolutions as determined by AASHTO T 96. Neither the breadth nor thickness of any piece of Riprap rock shall be less than one-fourth its length. All Riprap Rock shall have a minimum density of 165 pounds per cubic foot, unless otherwise approved by the Owner's representative. Operations of loading, placement or stockpiling shall be conducted in a manner which will prevent breakage.
- B. Class II Riprap shall meet the following gradation requirements:
 - 50-100% weighing 200 pounds or more
 - 0-15% weighing up to 25 pounds
 - 0-10% weighing more than 400 pounds

2.2 Rock Quality

- A. Rock shall not be shipped from the quarry site until acceptance by the Owner's representative for rock quality, shape, and gradation.
- B. Rock samples shall be tested per AASHTO T 96 procedure. Testing shall be the responsibility of the Contractor and shall be performed by an independent commercial test laboratory approved by the Owner's Representative. The Contractor shall furnish certified, complete copies of all test results to the Owner's Representative prior to acceptance of materials.
- C. The Owner reserves the right of quarry investigation by an independent registered geologist or registered engineer.
- D. The Contractor shall assist the Owner's representative at the quarry site to determine if the riprap meets this section's gradation requirements. Dump a sample of riprap material over a level area. Assist the Owner's representative to sort and measure the rocks to determine if the riprap is within the specifications.

PART 3 EXECUTION

3.1 STOCKPILING

- A. Material stockpiles shall be constructed in lifts not exceeding 5 feet and the final height of stockpile shall not exceed 10 feet. Any method of stockpiling which could cause segregation within the stockpile or excessive breakage will not be permitted.
- B. Do not place stockpiled materials until the underlying surface has been surveyed and accepted by the by the Owner's Representative.
- C. The final stockpile shall be graded into a uniform shape prior to final as-built survey.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Measurement for Riprap Material includes all equipment, materials and labor for performing the work to procure, test rock samples, provide rock sample to ADOT&PF, provide quality assurance on shape and gradation, transport, and stockpile Class II rip rap rock.
- B. Payment shall be based on delivered quantities, measured in tons, by truck scale.

4.2 PAYMENT

- A. Payment shall be made under the following units:

<u>Item</u>	<u>Pay Unit</u>
Riprap Material	Ton

END OF SECTION 313700

SECTION 321123

AGGREGATE SURFACE MATERIAL

PART 1 GENERAL

This section includes the labor and equipment to procure, transport, and stockpile Aggregate Surface Material (Aggregate Surface Course, Grading E-1). Materials shall meet the State of Alaska Department of Transportation and Public Facilities Standard Specifications for Highway Construction, 2015 edition, and as described in this section. Work also includes testing of materials for compliance to this specification.

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

- A. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. T96, Standard Method of Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
 - 2. T104, Standard Method of Test for Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate.

- B. Alaska Department of Transportation and Public Facility (ADOTPF) Standard Specifications for Highway Construction (SSHC), 2015 edition.

1.2 DEFINITIONS

- A. Aggregate Surface Materials: Aggregate material meeting all the requirements for ADOT&PF Surface Course, Grading, E-1.

1.3 SUBMITTALS

The following shall be submitted in accordance with Section 013000 – Submittals.

- A. Pre-delivery Submittals
 - 1. Aggregate Quality. Laboratory results of tests specified in this section to identify quality of materials.
 - 2. Rock Gradation, Size, and Angularity. Test Results using methods specified in this section for gradation and size of materials produced.

- B. Samples:
 - 1. Submit a 150 pound sample of aggregate surface material to testing laboratory.
 - 2. Submit a 150 pound sample of aggregate surface material to the State of Alaska Department of Transportation and Public Facilities, Northern Region.

3. Test Reports. Reports shall include certified and complete test results stating the Aggregate Surface Materials meet the requirements of the specified tests.

1.4 QUALITY ASSURANCE

- A. Furnish Aggregate Surface Material from single source throughout the Work.
- B. The tests to which the Aggregate Surface Materials shall be subjected are included in Table 703-1.
- C. Testing shall be the responsibility of the Contractor and shall be performed by an independent commercial test laboratory approved by the Owner's Representative. The Contractor shall furnish certified, complete copies of all test results to the Owner's Representative.
- D. Aggregate Surface Material Acceptance. Aggregate Surface Material shall not be shipped from the quarry site until acceptance by the Owner's representative. Aggregate Surface Material shall be accepted following receipt of test results and following inspection of the Owner's representative.

1.5 SUBMITTALS

- A. The Contractor shall cooperate with the Owner's Representative in obtaining and providing samples of all specified materials.
- B. Contractor shall submit certified laboratory test certificates for Aggregate Surface Material testing methods identified in Table 703-1 in this section.

PART 2 PRODUCTS

2.1 AGGREGATE BASE MATERIAL

- A. Aggregate Surface Material shall meet the requirements of ADOT Standard Specifications Section 703-2.03 as follows: Aggregate surface material shall consist of crushed stone or crushed gravel, consisting of sound, tough, durable pebbles or rock fragments of uniform quality, free from clay balls, vegetable matter, or other deleterious matters. Aggregate surface material shall meet the requirements of Table 703-1 as follows:

Table 703-1

Table 703-1 (ADOT 2015 Standard Specifications, page 399)		
PROPERTIES	AGGREGATE SURFACE MATERIAL	TEST METHOD
L.A. Wear, %	45, max.	AASHTO T 96
Degradation Value	45, min.	ATM 313
Fracture,%	70, min., 1 Face	ATM 305
Liquid Limit	35, max.	ATM 204
Plastic Index	10, max.	ATM 205
Sodium Sulfate Loss, %	9, max. (5cycles)	AASHTO T 104

- B. Aggregate Surface Material shall meet the requirements of Table 703-2:

Table 703-2.
Gradation for Aggregate Surface Material
Percent Passing by Weight

Table 703-2 (ADOT 2015 Standard Specifications, page 400)	
SIEVE	GRADATION, Surface Course, E-1
1 in.	100
3/4 in.	70-100
3/8 in.	50-85
No. 4.	35-65
No. 8	20-50
No. 50	15-30
No. 200	8-15

PART 3 EXECUTION

3.1 STOCKPILING

- A. Install stormwater controls around the perimeter of areas of stockpiled materials prior to placement of materials.
- B. Do not place stockpiled materials until the underlying surface has been surveyed and accepted by the by the Owner’s Representative.
- C. Any method of stockpiling which could cause segregation within the stockpile or crushing of material shall not be permitted.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

- A. Measurement for Aggregate Surface Material includes all equipment, materials and labor for performing the work for testing, providing samples, procurement, transporting, and stockpiling Aggregate Surface Material.
- B. Payment shall be based on delivered quantities, measured in tons, by truck scale.

4.2 PAYMENT

- A. Payment shall be made under the following units:

Item	Pay Unit
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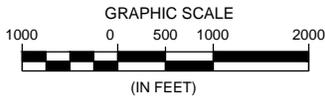
Aggregate Surface Material	Ton
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END OF SECTION 321123

Appendix A

Drawings

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**CITY OF KOTZEBUE
CAPE BLOSSOM ROAD FILL MATERIAL**

OVERVIEW DRAWING

KOTZEBUE, AK

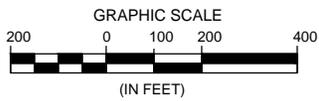
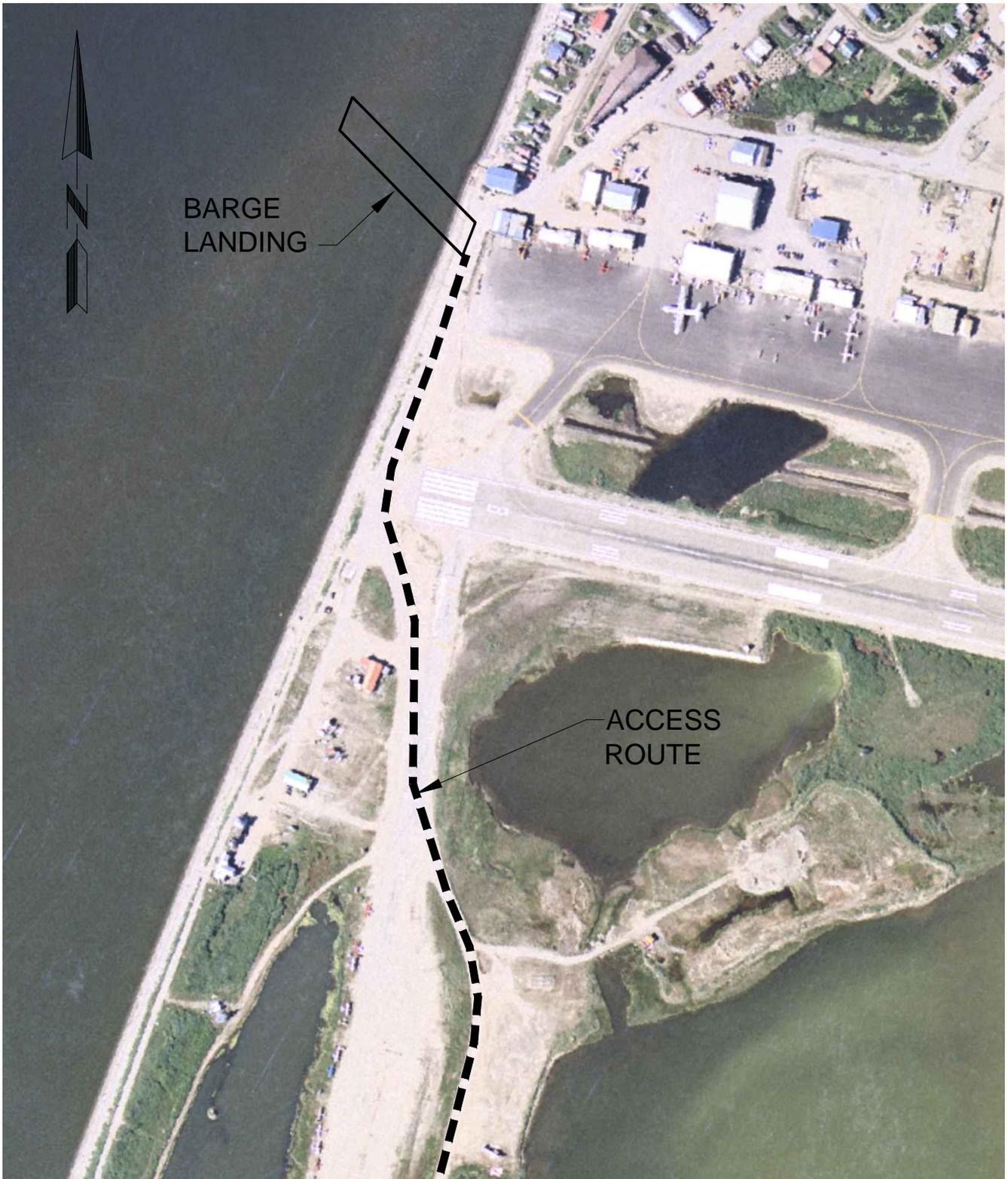
AECOM

C-1

JOB NO: 60512396
DATE: 08-03-2016

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FILE: C.1 SITE DRAWING.DWG

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CITY OF KOTZEBUE
CAPE BLOSSOM ROAD FILL MATERIAL

BARGE LANDING
SITE DRAWING

KOTZEBUE, AK

AECOM

C-2

JOB NO: 60512396

DRAWN: PC

DATE: 07-15-2016

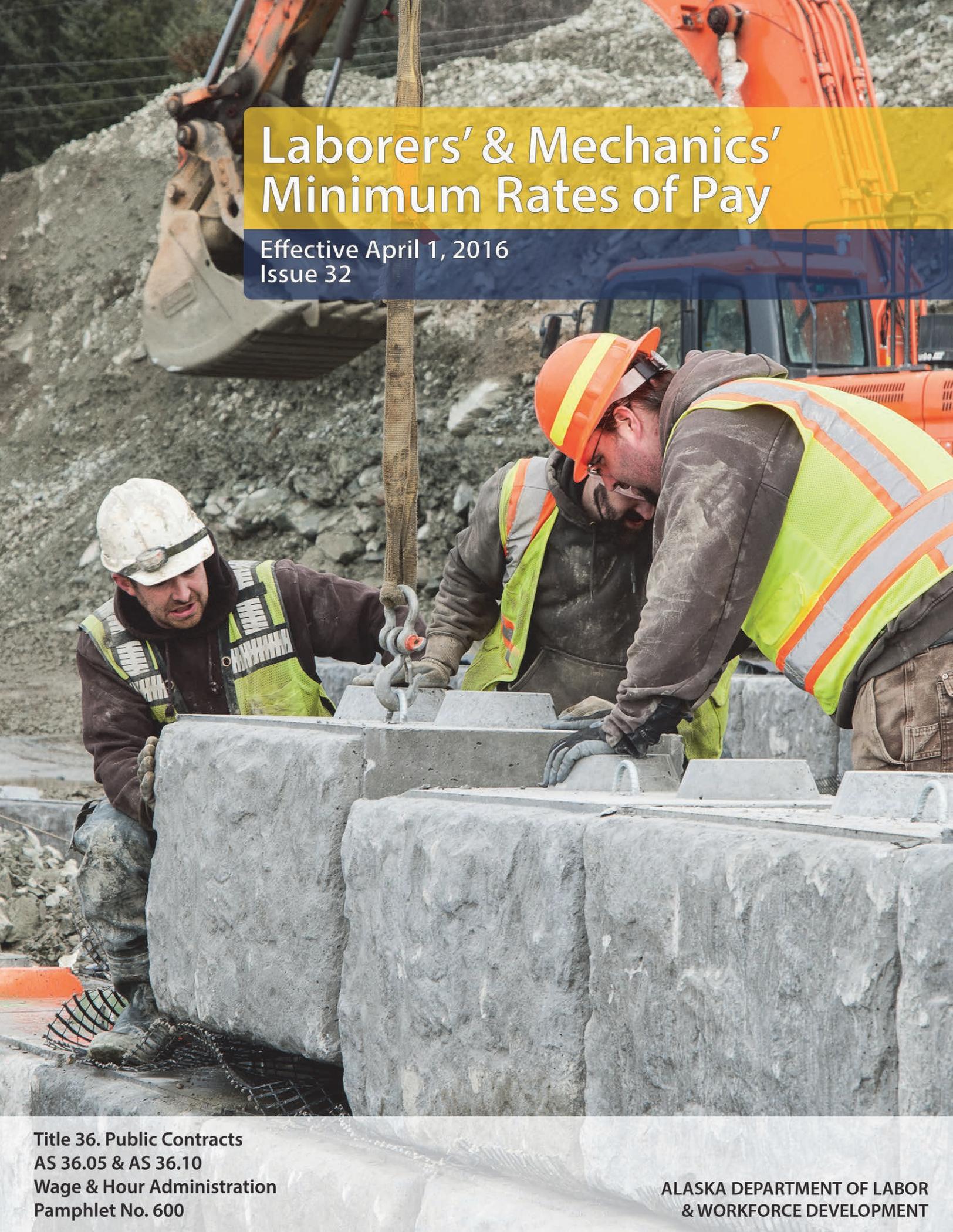
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Appendix B

State of Alaska Title 36 Wage Rates

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A photograph of three construction workers at a site. They are wearing hard hats and high-visibility vests. One worker is kneeling on the left, another is leaning over a concrete block in the center, and a third is on the right. They appear to be working with large concrete blocks. In the background, there is an orange excavator and a pile of dirt.

Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2016
Issue 32

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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**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

April 1, 2016

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 by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2016.

All projects with a final bid date of April 11, 2016, or later, must pay the prevailing wage rates contained in this pamphlet. 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, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

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

Sincerely,

A handwritten signature in black ink that reads "Heidi Drygas".

Heidi Drygas
Commissioner

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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 the current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)

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.

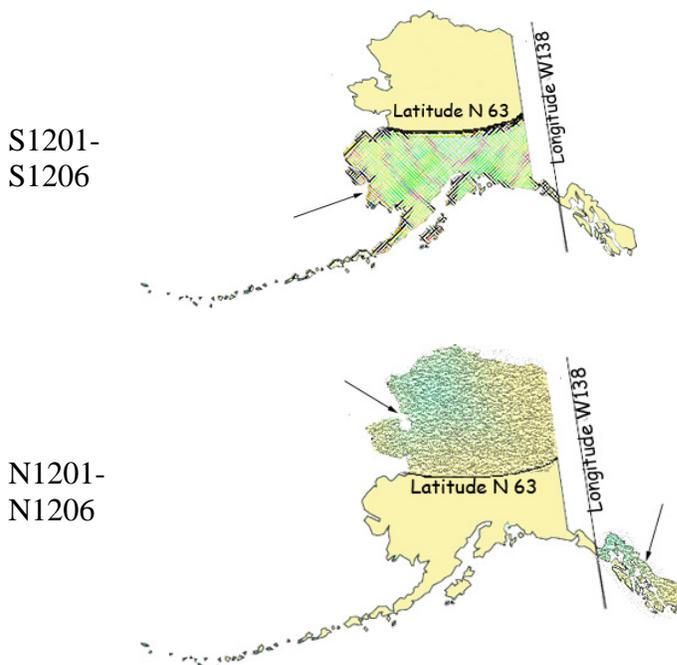
Sec. 36.05.900. Definition.

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.

ADDITIONAL INFORMATION

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:



ACCOMMODATIONS AND PER DIEM

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

Employer-Provided Camp or Suitable Accommodations

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the 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 project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

Per Diem

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers’ and Mechanics’ Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department’s existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

**** NEW ** APPRENTICE HIRING REQUIREMENTS**

On November 5, 2015, Governor Walker signed Administrative Order No. 278 to help ensure that there is an adequate pool of well-trained Alaskan construction workers to satisfy the industry needs. AO 278 replaced AO 226 and established a 15 percent goal for hiring federally registered apprentices in certain job categories on all public construction projects awarded by the Alaska Department of Transportation and Public Facilities and the Alaska Department of Administration that exceed \$2.5 million. The Order requires the commissioners of DOTPF and DOA to strive to require not less than 15 percent labor hours on a qualified project are performed by federally registered apprentices in the following classifications:

- | | | |
|---------------|-----------------------------------|--------------------------|
| Boilermakers | Elevator Constructors & Mechanics | Plumbers and Pipefitters |
| Bricklayers | Insulation Workers | Roofers |
| Carpenters | Ironworkers | Sheetmetal Workers |
| Cement Masons | Laborers | Surveyors |

Culinary Workers
Electricians
Equipment Operators

Mechanics
Millwrights
Painters
Piledriving Occupations

Sprinkler Fitters
Truck Drivers
Tug Boat Workers
Welders

A federally registered apprentice is enrolled in an apprentice training program under 29 U.S.C. 50 and 29 C.F.R. 29.1 – 29.13. Contractors will be expected to file apprentice utilization forms throughout the project or utilize the online certified payroll filing system available on the My Alaska website. A copy of AO 278 may be viewed in its entirety at <http://gov.state.ak.us/admin-orders/278.html> or call any Wage and Hour office to receive a copy.

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 & Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149
-or-
Email: anchorage.lss-wh@alaska.gov

**LABOR STANDARDS REGULATIONS
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
1251 Muldoon Road, Suite 113
Anchorage, AK 99504-2098
Email: anchorage.lss-wh@alaska.gov

For *REGULATIONS* information relating to any of the following:

- Wage and Hour Title 23 Employment Practices
- Wage and Hour Title 36 Public Works
- Employment Agencies
- Child Labor
- Employment Preference (Local Hire)
- Plumbing Code
- Electrical Code
- Boiler/Pressure Vessel Construction Code
- Elevator Code
- Certificates of Fitness
- Recreational Devices

Request any of the following *PUBLICATIONS* by checking below:

- | | |
|--|---|
| <input type="checkbox"/> Wage and Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet |
| <input type="checkbox"/> Minimum Wage & Overtime Poster | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster | <input type="checkbox"/> Child Labor Pamphlet |

PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.

Name: _____

Mailing Address: _____

Email Address: _____

**DEPARTMENT OF LABOR & 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, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 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 ($.90 \times 4 = 3.6 - .6 = 3$). 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 & Safety Division
Wage and Hour Administration**

Web site: <http://labor.state.ak.us/lss/pamp600.htm>

Anchorage

1251 Muldoon Road, Suite 113
Anchorage, Alaska 99504-2098
Phone: (907) 269-4900

Email:
anchorage.lss-wh@alaska.gov

Juneau

1111 W. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
juneau.lss-wh@alaska.gov

Fairbanks

Regional State Office Building
675 7th Ave., Station J-1
Fairbanks, Alaska 99701-4593
Phone: (907) 451-2886

Email:
fairbanks.lss@alaska.gov

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

Bengal Groups, LLC	November 3, 2017
Mohammed Ali, Individual	November 3, 2017
Fry’s Services, LLC	November 16, 2017
John Paul Freie, Individual	November 16, 2017
Pyramid Audio & Video, Ltd.	June 19, 2018
Jeffrey P. Schneider, Individual	June 19, 2018

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Boilermakers

A0101	Boilermaker (journeyman)	44.01	8.57	15.34	1.60	VAC 3.00	SAF 0.34	72.86
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Bricklayers & Blocklayers

**See note on last page if remote site

A0201	Blocklayer	39.81	9.53	8.50	0.55	L&M 0.15	0.43	58.97
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Bricklayer
Marble or Stone Mason
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
Terrazzo Worker
Tile Setter

A0202	Tuck Pointer Caulker	39.81	9.53	8.50	0.55	L&M 0.15	0.43	58.97
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Cleaner (PCC)

A0203	Marble & Tile Finisher	33.94	9.53	8.50	0.55	L&M 0.15	0.43	53.10
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Terrazzo Finisher

A0204	Torginal Applicator	37.88	9.53	8.50	0.55	L&M 0.15	0.43	57.04
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Carpenters, Statewide

**See note on last page if remote site

A0301	Carpenter (journeyman)	38.09	9.78	13.61	0.70	L&M 0.10	SAF 0.15	62.43
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Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401	Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10		58.01
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Application of Sealing Compound
Application of Underlayment
Building, General
Cement Mason (journeyman)
Concrete

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

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401 Group I, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- 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

N0402 Group II, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- Form Setter

N0403 Group III, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- 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

N0404 Group IV, including:	37.50	7.43	11.80	1.18	L&M 0.10	58.01
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- 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

N0405 Group V, including:	37.75	7.43	11.80	1.18	L&M 0.10	58.26
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- Plasterer

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

S0401 Group I, including:	37.25	7.43	11.80	1.18	L&M 0.10	57.76
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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

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

							L&M	
S0401	Group I, including:	37.25	7.43	11.80	1.18	0.10		57.76
	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							
S0402	Group II, including:	37.25	7.43	11.80	1.18	0.10		57.76
	Form Setter							
S0403	Group III, including:	37.25	7.43	11.80	1.18	0.10		57.76
	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							
S0404	Group IV, including:	37.25	7.43	11.80	1.18	0.10		57.76
	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							
S0405	Group V, including:	37.50	7.43	11.80	1.18	0.10		58.01
	Plasterer							

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
Culinary Workers * See note on last page							
A0501	Baker/Cook	25.67	6.53	6.37		LEG 0.07	38.64
A0503	General Helper	22.62	6.53	6.37		LEG 0.07	35.59
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	26.22	6.53	6.37		LEG 0.07	39.19
A0505	Head Housekeeper	23.04	6.53	6.37		LEG 0.07	36.01
	Head Kitchen Help						
Dredgemen							
**See note on last page if remote site							
A0601	Assistant Engineer	39.26	9.95	11.05	1.00	L&M 0.10	61.36
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.10	9.95	11.05	1.00	L&M 0.10	60.20
A0603	Fireman	38.54	9.95	11.05	1.00	L&M 0.10	60.64
A0605	Leverman Clamshell	41.79	9.95	11.05	1.00	L&M 0.10	63.89
A0606	Leverman Hydraulic	40.03	9.95	11.05	1.00	L&M 0.10	62.13
A0607	Mate & Boatman	39.26	9.95	11.05	1.00	L&M 0.10	61.36
A0608	Oiler (dredge)	38.54	9.95	11.05	1.00	L&M 0.10	60.64
Electricians							
A0701	Inside Cable Splicer	39.82	12.19	13.01	0.95	L&M 0.20 LEG 0.15	66.32

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
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Electricians

A0702	Inside Journeyman Wireman, including: Technicians	39.49	12.19	13.25	0.95	L&M	LEG	66.23
A0703	Power Cable Splicer	52.27	12.19	18.76	0.95	0.20	0.15	84.52
A0704	Tele Com Cable Splicer	47.45	12.19	15.44	0.95	L&M	LEG	76.38
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	12.19	18.71	0.95	L&M	LEG	82.72
A0706	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	12.19	18.56	0.95	L&M	LEG	77.75
A0707	Straight Line Installer - Repairman	45.70	12.19	15.39	0.95	L&M	LEG	74.58
A0708	Powderman	48.52	12.19	18.65	0.95	L&M	LEG	80.66
A0710	Material Handler	26.15	11.64	4.78	0.15	L&M	LEG	43.02
A0712	Tree Trimmer Groundman	27.17	12.19	11.04	0.15	L&M	LEG	50.85
A0713	Journeyman Tree Trimmer	35.84	12.19	11.30	0.15	L&M	LEG	59.78
A0714	Vegetation Control Sprayer	39.29	12.19	11.40	0.15	L&M	LEG	63.33
A0715	Inside Journeyman Communications CO/PBX	38.07	12.19	12.96	0.95	L&M	LEG	64.52

Elevator Workers

A0802	Elevator Constructor	36.75	14.43	14.96	0.60	L&M	VAC	70.39
A0803	Elevator Constructor Mechanic	52.50	14.43	14.96	0.60	L&M	VAC	88.62

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
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Heat & Frost Insulators/Asbestos Workers

**See note on last page if remote site

A0902	Asbestos Abatement-Mechanical Systems	37.38	8.84	9.51	1.20	SAF	0.12	57.05
A0903	Asbestos Abatement/General Demolition All Systems	37.38	8.84	9.51	1.20	SAF	0.12	57.05
A0904	Insulator, Group II	37.38	8.84	9.51	1.20	SAF	0.12	57.05
A0905	Fire Stop	37.38	8.84	9.51	1.20	SAF	0.12	57.05

IronWorkers

**See note on last page if remote site

A1101	Ironworkers, including:	36.25	7.83	19.25	0.97	L&M	0.46	IAF	0.10	64.86
	Bender Operators									
	Bridge & Structural									
	Machinery Mover									
	Ornamental									
	Reinforcing									
	Rigger									
	Sheeter									
	Signalman									
	Stage Rigger									
	Toxic Haz-Mat Work									
	Welder									
A1102	Helicopter	37.25	7.83	19.25	0.97	L&M	0.46	IAF	0.10	65.86
	Tower (energy producing windmill type towers to include nacelle and blades)									
A1103	Fence/Barrier Installer	32.75	7.83	19.00	0.97	L&M	0.46	IAF	0.10	61.11
	Guard Rail Installer									
A1104	Guard Rail Layout Man	33.49	7.83	19.00	0.97	L&M	0.46	IAF	0.10	61.85

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

**See note on last page if remote site

N1201	Group I, including:	30.00	7.71	17.06	1.20	L&M	0.20	LEG	0.20	56.37
	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

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

**See note on last page if remote site

					L&M	LEG	
N1201	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20 56.37
	Brush Cutter						
	Camp Maintenance Laborer						
	Carpenter Tender or Helper						
	Choke Setter, Hook Tender, Rigger, Signalman						
	Concrete Labor (curb & gutter, chute handler, grouting, curing, 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						

					L&M	LEG	
N1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20 57.37

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)

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

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

**See note on last page if remote site

					L&M	LEG	
N1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	57.37

- 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)
- Foam Gun or Foam Machine Operator
- Green Cutter (dam work)
- Gunite Operator
- Hod Carrier
- Jackhammer or Pavement Breaker (more than 45 pounds)
- 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:	31.90	7.71	17.06	1.20	0.20	58.27

- 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

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

**See note on last page if remote site

N1203 Group III, including:	31.90	7.71	17.06	1.20	L&M	LEG	58.27
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Welding Certified (in connection with laborer's work)

N1204 Group IIIA	35.18	7.71	17.06	1.20	L&M	LEG	61.55
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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)
 Licensed Powderman
 Pioneer Drilling & Drilling Off Tugger (all type drills)
 Pipelayers
 Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

N1205 Group IV	19.57	7.71	17.06	1.20	L&M	LEG	45.94
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Final Building Cleanup
 Permanent Yard Worker

N1206 Group IIIB	38.72	5.00	17.06	1.20	L&M	LEG	62.38
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Federally Licensed Powderman (Responsible Person in Charge)
 Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

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

**See note on last page if remote site

S1201 Group I, including:	30.00	7.71	17.06	1.20	L&M	LEG	56.37
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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, grouting, curing, screeding)
 Crusher Plant Laborer
 Demolition Laborer
 Ditch Digger
 Dumpman
 Environmental Laborer (hazard/toxic waste, oil spill)
 Fence Installer
 Fire Watch Laborer
 Flagman

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

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

**See note on last page if remote site

					L&M	LEG	
S1201	Group I, including:	30.00	7.71	17.06	1.20	0.20	0.20 56.37
	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						
S1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20 57.37
	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						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						

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

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

**See note on last page if remote site

						L&M	LEG	
S1202	Group II, including:	31.00	7.71	17.06	1.20	0.20	0.20	57.37

- 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:	31.90	7.71	17.06	1.20	0.20	0.20	58.27

- 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	35.18	7.71	17.06	1.20	0.20	0.20	61.55

- 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)
- Licensed Powderman
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

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

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

**See note on last page if remote site

						L&M	LEG	
S1205	Group IV	19.57	7.71	17.06	1.20	0.20	0.20	45.94
	Final Building Cleanup							
	Permanent Yard Worker							

						L&M	LEG	
S1206	Group IIIB	38.72	5.00	17.06	1.20	0.20	0.20	62.38
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Millwrights

						L&M		
A1251	Millwright (journeyman)	36.49	9.78	11.26	1.00	0.40	0.05	58.98

						L&M		
A1252	Millwright Welder	37.49	9.78	11.26	1.00	0.40	0.05	59.98

Painters, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M		
N1301	Group I, including:	32.07	7.83	11.10	1.08	0.07		52.15
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							

						L&M		
N1302	Group II, including:	32.59	7.83	11.10	1.08	0.07		52.67
	Bridge Painter							
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							

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
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Painters, Region I (North of N63 latitude)

**See note on last page if remote site

N1302	Group II, including:	32.59	7.83	11.10	1.08	L&M 0.07	52.67
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	37.88	7.83	11.86	1.05	0.05	58.67
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	Group V, including:	29.51	7.83	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 note on last page if remote site

S1301	Group I, including :	30.31	7.83	10.85	1.08	L&M 0.07	50.14
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
S1302	Group II, including :	31.56	7.83	10.85	1.08	L&M 0.07	51.39
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
S1303	Group III, including :	31.66	7.83	10.85	1.08	L&M 0.07	51.49
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

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
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Painters, Region II (South of N63 latitude)

**See note on last page if remote site

S1304	Group IV, including:	37.88	7.83	11.11	1.08		L&M	57.97
	Glazier							
	Storefront/Automatic Door Mechanic							

S1305	Group V, including:	29.51	7.83	5.02	0.83		L&M	43.26
	Carpet Installer							
	Floor Coverer							
	Heat Weld/Cove Base							
	Linoleum/Soft Tile Installer							

Piledrivers

**See note on last page if remote site

A1401	Piledriver	38.09	9.78	13.61	0.70		L&M	IAF	62.43
	Assistant Dive Tender								
	Carpenter/Piledriver								
	Rigger								
	Sheet Stabber								
	Skiff Operator								

A1402	Piledriver-Welder/Toxic Worker	39.09	9.78	13.61	0.70		L&M	IAF	63.43
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A1403	Remotely Operated Vehicle Pilot/Technician	42.40	9.78	13.61	0.70		L&M	IAF	66.74
	Single Atmosphere Suit, Bell or Submersible Pilot								

A1404	Diver (working) ***See note on last page	82.20	9.78	13.61	0.70		L&M	IAF	106.54
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A1405	Diver (standby) ***See note on last page	42.40	9.78	13.61	0.70		L&M	IAF	66.74
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A1406	Dive Tender ***See note on last page	41.40	9.78	13.61	0.70		L&M	IAF	65.74
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A1407	Welder (American Welding Society, Certified Welding Inspector)	43.65	9.78	13.61	0.70		L&M	IAF	67.99
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Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	41.21	7.75	13.45	1.25		L&M	S&L	64.76
	Plumber								

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

Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	41.21	7.75	13.45	1.25	L&M	S&L	64.76
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Welder

Plumbers, Region II (South of N63 latitude)

S1501	Journeyman Pipefitter	40.00	8.88	11.57	1.25	L&M		61.90
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Plumber

Welder

Plumbers, Region IIA (1st Judicial District)

X1501	Journeyman Pipefitter	37.27	12.72	11.25	2.50	L&M		63.98
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Plumber

Welder

Power Equipment Operators
 **See note on last page if remote site

A1601	Group I, including:	40.03	9.95	11.05	1.00	L&M		62.13
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- 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
- 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)

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

Power Equipment Operators

**See note on last page if remote site

					L&M	
A1601 Group I, including:	40.03	9.95	11.05	1.00	0.10	62.13
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						
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						
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						
Unlicensed Off-Road Hauler						
Wate Kote Machine						

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

Power Equipment Operators

**See note on last page if remote site

A1602 Group IA, including:	41.79	9.95	11.05	1.00	L&M		0.10	63.89
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- 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

A1603 Group II, including:	39.26	9.95	11.05	1.00	L&M		0.10	61.36
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- 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
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

A1604 Group III, including:	38.54	9.95	11.05	1.00	L&M		0.10	60.64
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power
- Bump Cutter

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

Power Equipment Operators

**See note on last page if remote site

						L&M	
A1604	Group III, including:	38.54	9.95	11.05	1.00	0.10	60.64
	Compressor						
	Farm Tractor						
	Forklift, Industrial Type						
	Gin Truck or Winch Truck (with poles when used for hoisting)						
	Hoists, Air Tuggers, Elevators						
	Loaders:						
	(a) Elevating-Atthey, Barber Greene & similar types						
	(b) Forklifts or Lumber Carrier (on construction job sites)						
	(c) Forklifts, (with tower)						
	(d) Overhead & Front End, (under 2-1/2 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:	32.33	9.95	11.05	1.00	0.10	54.43
	Crane Assistant Engineer/Rig Oiler						
	Drill Helper						
	Parts & Equipment Coordinator						
	Spotter						
	Steam Cleaner						
	Swamper (on trenching machines or shovel type equipment)						

Roofers

**See note on last page if remote site

						L&M	
A1701	Rofer & Waterproofer	42.62	11.75	2.91	0.81	0.10	0.03 58.22
A1702	Rofer Material Handler	29.83	11.75	2.91	0.81	0.10	0.03 45.43

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

Sheet Metal Workers, Region I (North of N63 latitude)

						L&M	
N1801	Sheet Metal Journeyman	45.93	9.50	10.64	1.32	0.25	67.64

- 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)

						L&M	
S1801	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	0.33	63.52

- 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

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
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Sheet Metal Workers, Region II (South of N63 latitude)

S1801	Sheet Metal Journeyman	40.79	9.50	11.72	1.18	L&M 0.33	63.52
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Skylight installation

Sprinkler Fitters

A1901	Sprinkler Fitter	43.75	8.77	13.35	0.45	L&M 0.25	66.57
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Surveyors

**See note on last page if remote site

A2001	Chief of Parties	42.51	9.98	9.99	1.30	L&M 0.10	63.88
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A2002	Party Chief	40.92	9.98	9.99	1.30	L&M 0.10	62.29
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A2003	Line & Grade Technician/Office Technician	40.32	9.98	9.99	1.30	L&M 0.10	61.69
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A2004	Associate Party Chief (including Instrument Person & Head Chain Person)	38.20	9.98	9.99	1.30	L&M 0.10	59.57
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A2005	Stake Hop/Grademan	35.27	9.98	9.99	1.30	L&M 0.10	56.64
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A2006	Chain Person (for crews with more than 2 people)	33.86	9.98	9.99	1.30	L&M 0.10	55.23
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Truck Drivers

**See note on last page if remote site

A2101	Group I, including:	39.29	9.98	9.99	1.30	L&M 0.10	60.66
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- 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 & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

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

Truck Drivers

**See note on last page if remote site

						L&M	
A2101	Group I, including:	39.29	9.98	9.99	1.30	0.10	60.66
	Material Coordinator and 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)						
A2102	Group 1A including:	40.56	9.98	9.99	1.30	0.10	61.93
	Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)						
	Jeeps (driver under load)						
A2103	Group II, including:	38.03	9.98	9.99	1.30	0.10	59.40
	All Deltas, Commanders, Rollagons, & similar equipment						
	Boom Truck/Knuckle Truck (over 5 tons)						
	Construction and Material Safety Technician						
	Dump Trucks (including rockbuggy & 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)						
	Lowboys (including attached trailers & jeeps up to & including 8 axles)						
	Mechanics						
	Partsman						
	Ready-mix (over 7 yards up to & including 12 yards)						
	Stringing Truck						
	Super Vac Truck/Cacasco Truck/Heat Stress Truck						
	Turn-O-Wagon or DW-10 (not self loading)						
A2104	Group III, including:	37.21	9.98	9.99	1.30	0.10	58.58
	Batch Trucks (8 yards & up)						
	Boom Truck/Knuckle Truck (up to & including 5 tons)						
	Dump Trucks (including rockbuggy & 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						
	Oil Distributor Driver						
	Thermal Plastic Layout Technician						
	Traffic Control Technician						

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

Truck Drivers

**See note on last page if remote site

A2104 Group III, including:	37.21	9.98	9.99	1.30	L&M 0.10	58.58
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Trucks/Jeeps (push or pull)

A2105 Group IV, including:	36.63	9.98	9.99	1.30	L&M 0.10	58.00
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- 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)
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including Rockbuggy & 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)
- Rigger (air/water/oilfield)
- Semi or Truck & Trailer
- Tireman, Light Duty
- Track Truck Equipment
- Vacuum Truck, Truck Vacuum Sweeper
- Warehouseperson
- Water Truck (Below 250 Bbls)
- Water Truck, Dual Axle
- Water Wagon, Semi

A2106 Group V, including:	35.87	9.98	9.99	1.30	L&M 0.10	57.24
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- Batch Truck (up to & including 7 yards)
- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)

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
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Truck Drivers
 **See note on last page if remote site

						L&M	
A2106	Group V, including:	35.87	9.98	9.99	1.30	0.10	57.24
	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 note on last page if remote site

						L&M	LEG
N2201	Group I, including:	33.00	7.71	17.06	1.20	0.20	59.37
	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:	34.10	7.71	17.06	1.20	0.20	60.47
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
N2203	Group III, including:	35.09	7.71	17.06	1.20	0.20	61.46
	Miner						
	Retimberman						

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

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

**See note on last page if remote site

					L&M	LEG	
N2204	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	65.07
	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)						
	Licensed Powderman						
	Pioneer Drilling & Drilling Off Tugger (all type drills)						
	Pipelayer						
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)						

					L&M	LEG	
N2206	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	66.25
	Federally Licensed Powderman (Responsible Person in Charge)						
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)						

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

**See note on last page if remote site

					L&M	LEG	
S2201	Group I, including:	33.00	7.71	17.06	1.20	0.20	59.37
	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	
S2202	Group II, including:	34.10	7.71	17.06	1.20	0.20	60.47
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

					L&M	LEG	
S2203	Group III, including:	35.09	7.71	17.06	1.20	0.20	61.46
	Miner						
	Retimberman						

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

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

**See note on last page if remote site

						L&M	LEG	
S2204	Group IIIA, including:	38.70	7.71	17.06	1.20	0.20	0.20	65.07
	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)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

						L&M	LEG	
S2206	Group IIIB, including:	42.59	5.00	17.06	1.20	0.20	0.20	66.25
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Tunnel Workers, Power Equipment Operators

**See note on last page if remote site

						L&M		
A2207	Group I	44.03	9.95	11.05	1.00	0.10		66.13
A2208	Group IA	45.97	9.95	11.05	1.00	0.10		68.07
A2209	Group II	43.19	9.95	11.05	1.00	0.10		65.29
A2210	Group III	42.39	9.95	11.05	1.00	0.10		64.49
A2211	Group IV	35.56	9.95	11.05	1.00	0.10		57.66

* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

** This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

*** 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.

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